SPONSORSHIP AGREEMENT EVENT

This agreement (the "Agreement") is made and entered into by and between:

Sanofi Pasteur S.A., a company registered in Lyon under the number 349 505 370 having organized and existing under the laws of France, having its registered head office at 14, Espace Henry Vallée, 69007 Lyon, France, duly represented by Denis MACINA, Head of Medical PPH Franchise, Vaccines Medical.

(hereafter Sanofi Pasteur)

AND

Mikrobiologický ústav AV ČR, v.v.i., reg. No. 61388971, a public research institution founded according to the Czech Act No. 341/2005 Coll., as amended, duly organized and existing under the laws of Czech, with its offices at Vídeňská 1083, 142 20 Praha 4, Czech Republic, duly represented by Dr. Jiří Hašek, Director

(hereafter IMIC)

With each of Sanofi Pasteur and IMIC collectively referred to as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, Sanofi Pasteur is a manufacturer of human vaccines and other related immunological products for prevention, treatment and cure of diseases in human beings and has extensive worldwide research, development, manufacturing and marketing operations in that field, and;

WHEREAS, IMIC is a public research institution founded according to the Czech Act. No. 341/2005 Coll., on Public research institutions, as amended, charged with the mission to conduct research and education in microbiology.

WHEREAS, IMIC will be organizing the 14th International Bordetella Symposium (hereafter the "Event").

WHEREAS, Sanofi Pasteur wishes to be a sponsor of the Event;

NOW THEREFORE in consideration of the promises and the terms and conditions contained in this Agreement, the Parties agree as follows:

ARTICLE 1 – PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to define the terms and conditions of the Parties within the framework of the Event further detailed in Appendix A of the Agreement.

ARTICLE 2 – PREREQUISITES FOR THE IMPLEMENTATION OF SPONSORSHIP

- 2.1 The Parties undertake always to behave loyally and in good faith towards each other, and in particular to inform the other Party as soon as possible of any difficulty or dispute that it may encounter in the performance of its contractual activities.
- 2.2 Both Parties are independent, non-affiliated organizations. No partnership or agency relationship is created or implied by this Agreement. Neither Party can, nor will attempt to act as the agent of the other Party. Neither Party will influence or attempt to influence the other Party's independent judgment, analysis and decisions with respect their scope of work and activities.
- 2.3 Sanofi Pasteur shall not intervene in the logistical organization of the Event which will be placed under the sole responsibility of IMIC. Moreover, Sanofi Pasteur shall not influence the content of the supports.
- 2.4 The Parties agree that Sanofi Pasteur's contribution to the Event is not for any benefits for Event attendees, or for any accredited continuing medical education or other continuing education credit, or for promotion of Sanofi Pasteur's products, directly or indirectly.
- 2.5 IMIC will ensure that Sanofi Pasteur is not the only financial contributor to the Event.

<u>ARTICLE 3 – RELATIONSHIP WITH OTHER SPONSORS FOR THE EVENT</u>

IMIC will be entitled to request contribution from third parties to fund the Event.

ARTICLE 4 – OBLIGATIONS OF THE PARTIES

4.1 Obligations of IMIC

4.1.1 IMIC undertakes to use all the care permitted by its human and material resources in the preparation of the Event by ensuring the scientific and pedagogical quality of the elements put in place or generated within the framework of the Event. These elements will be exempt from any promotion in favor of health products. If experts are involved, they will be subject to the same obligations.

4.1.2 IMIC undertakes to make every effort to ensure that the Event takes place as agreed. If the Event cannot take place, either because of a unilateral decision by IMIC, or for a reason beyond its control and not due to force majeure (for example, an administrative authorization), IMIC will reimburse Sanofi Pasteur the sums already paid, in proportion to its obligations already executed.

4.1.3 In consideration of Sanofi Pasteur's support to the Event as provided hereunder, IMIC shall acknowledge and disclose publicly and transparently Sanofi Pasteur as one of the sponsors of the Event. In addition to the foregoing, IMIC shall insert Sanofi logo on the Event-related communications and shall mentioned on theses communications that the Event was implemented with the "support of Sanofi".

4.2 Obligations of Sanofi Pasteur

Sanofi Pasteur undertakes to pay the financial contribution provided for in Article 5 of the Agreement.

ARTICLE 5 – FINANCIAL SUPPORT AND OBLIGATIONS

5.1 Sanofi Pasteur undertakes to participate to the funding of the Event by providing to IMIC a contribution in a maximum amount of twenty thousand Euros (20 000 Euros) incl. VAT the "Financial Contribution", upon signature of the agreement. IMIC acknowledges that the payment of the Financial Contribution is conditional upon the organization by IMIC of the Event and the execution by IMIC of all of its obligations as mentioned herein.

5.2 IMIC warrants to Sanofi Pasteur that the Financial Contribution will be used solely for the purpose of organizing the Event. IMIC will establish adequate procedures to allow proper verification by Sanofi Pasteur on the way the Financial Contribution is spent by IMIC. Although the Financial Contribution does not need to be physically segregated, such contribution will be shown separately on IMIC's books for ease of reference and verification.

5.3 Sanofi Pasteur shall have the right to audit the books and records of IMIC in order to verify the use of the Financial Contribution in compliance with the provisions of this Agreement. For the exercise of this right, Sanofi Pasteur, may deliver, at any time, IMIC a written notification indicating its intention to perform an audit, and within 3 (three) business days upon receipt of such notification, IMIC shall give Sanofi Pasteur full access to all information pertaining to this Agreement.

5.4 The Financial Contribution shall be paid within 60 (sixty) days after upon receipt of the corresponding invoice, by wire transfer on IMIC, which bank account has been opened in the country in which IMIC is located:

Bank: Komerční banka a.s., Na Příkopě 33 / 969, 114 07 Praha 1, Czech Republic.

ACCOUNT Number : 43-8590140287/0100 Beneficiary: Mlkrobiologický ústav AV ČR, v.v.i. 5.5 The invoices will be sent to the following address:

Sanofi Pasteur S.A. - Comptabilité Fournisseurs TSA 36907 62063 ARRAS Cedex.

Each invoice shall reference the following:

- Complete Name of IMIC,
- Address and Phone Number
- Payment term / due date:
- Invoice date
- Payment amount
- Invoice number
- Sanofi Pasteur contact name: Denis MACINA
- Method of payment (Wire)

Sanofi Pasteur reserve the right to send back to IMIC any invoice that would not mention any and all of these above items. In such a case, Sanofi Pasteur shall not be held liable for having retained the payments.

ARTICLE 6 – TERM AND TERMINATION

- 6.1 This Agreement is made as of the dates of its signature by the last of the Party to sign and effective upon publication as specified in section 12.8 hereof (the "Effective Date") and shall continue in full force and effect until the end of the Event, which should end by June 28th 2023. (except as earlier terminated in accordance with the provisions below).
- 6.2 Termination for cause (1): Either Party shall be entitled to terminate this Agreement, if the other Party is in material breach of any of warranties, covenants and obligations under this Agreement, and if such Party does not remedy to such breach within seven (7) business days after the issue of a written notice by the aggrieved Party. In such circumstances, the aggrieved Party shall be entitled to consider the Agreement as terminated if the breach is not cure within the aforementioned time period.
- 6.3 Termination for cause (2): Notwithstanding the foregoing, Sanofi Pasteur shall be entitled to terminate immediately upon written notice to IMIC, without prejudice to its other rights or remedies:
 - (i) in the event of any breach by IMIC of Article 7,
- (ii) in case of the occurrence of an event of Force Majeure continuing for more than fifteen (15) business days.
- 6.4 Termination without cause: Notwithstanding the foregoing, Sanofi Pasteur may terminate at any time for convenience purpose, without responsibility whatsoever for it, and without prior judicial declaration, by notification addressed to the other Party in writing with at least 30 (thirty) calendar days in advance.

- 6.5 Effect of the termination: In case of termination of the Agreement by Sanofi Pasteur as a result of 5.2 or 5.3, Sanofi Pasteur shall be entitled to claim the reimbursement in total or partially, as the case may be, of the amounts paid by Sanofi Pasteur to IMIC under this Agreement and which have not been yet spent by IMIC for the purpose of the Event.
- 6.6 This Agreement may not be amended or extended, unless a written amendment is first signed by both Parties.

ARTICLE 7 - COMPLIANCE TO THE LAW AND TO SANOFI PASTEUR'S POLICIES

7.1 IMIC recognizes and understands that Sanofi Pasteur, as a pharmaceutical company, is subject to certain laws and regulations in the countries where it operates, including but not limited to the laws regulating the promotion and marketing of medicinal products prescription. As such, IMIC's activities to be performed under this Agreement will be undertaken independently but subject to Sanofi Pasteur right and ability to ensure that any and all of them conform to such laws and regulations. The Parties agree that any educational efforts of IMIC will be conducted in an independent manner which should not be interpreted or inferred as a pre-marketing promotional activity for any of the Sanofi Pasteur products.

Furthermore, the Parties agree that the arrangements set out in this Agreement do not take effect and are not intended to take effect as an incentive or reward for a person's past, present or future willingness, as applicable, to prescribe, administer, recommend (including formulary recommendations), purchase, pay for, reimburse, authorize, approve or supply any product or service sold or provided by Sanofi Pasteur or as an incentive to grant an interview for any sales or marketing purposes.

- 7.2 Code of ethics: IMIC hereby warrants, represents and undertakes that it complies and will comply at any time during the Term of this Agreement, with Sanofi's Code of Ethics:
 - http://www.codeofethics.sanofi/

IMIC will comply with the requirements of all applicable anti-bribery legislation, both national and foreign, and IMIC warrants to Sanofi Pasteur that IMIC has not, and will not make, promise or offer to make any payment or transfer anything valuable (whether directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) any governmental entity, (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own account, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) Sanofi Pasteur by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business.

Failure by IMIC to abide by the provisions contained herein this article will be deemed a material breach of this Agreement and Sanofi Pasteur shall be entitled to terminate this Agreement immediately under the conditions set forth in section 5.3.

7.3 Personal Data: Under this Agreement, IMIC will not collect or process personal data on behalf of Sanofi Pasteur.

Each Party shall, with regards to its own respective processing activities, comply with its own obligations under the applicable laws and regulations relating to personal data protection (including but not limited to providing adequate information to the data subjects, obtaining, if relevant and necessary, the consent of data subjects and implementing adequate technical and organizational measures to ensure the confidentiality and integrity of the personal data).

7.4 More generally, during the Term of this Agreement, both parties and all of their employees, agents and representatives shall fully comply with all applicable laws, government regulations, rules, requirements, ordinances and other requirements of applicable federal, state and local authorities in France and Czech Republic. Neither party is authorized to take any action in the name of, or otherwise on behalf of, the other Party which would violate any of the foregoing.

ARTICLE 8 – CONFIDENTIALITY

Any and all information identified as confidential by Sanofi Pasteur or which, by nature, are too sensitive and which are disclosed to IMIC (the "Confidential Information"), shall be considered and treated by IMIC in the same manner IMIC considers and treats its own confidential information in order to prevent their divulgation or unauthorized use, but shall, in all events exercise reasonable care in protecting Confidential Information.

Therefore, IMIC agrees (i) to use the Confidential Information only for the purpose of this Agreement, (ii) not to disclose the Confidential Information, in whole or in part, directly or indirectly to any Third Party.

<u>Provided however</u> that the following may be proven, this confidentiality provision shall not apply to Confidential Information which (i) was known to IMIC prior to its disclosure by Sanofi Pasteur or (ii) is independently developed by IMIC and, in either case, is documented by IMIC's records or, (iii) is generally available to the public other than as a result of disclosure by IMIC.

Such confidentiality provisions shall remain in full force and effect as from the Effective Date and for the Term of this Agreement.

In the event that Confidential Information has been disclosed to IMIC before the Effective Date, IMIC confirms that it has acted in accordance with the terms of this Agreement and further agrees that such Confidential Information disclosed before the Effective Date shall be subject to the terms and conditions herein contained.

ARTICLE 9 - INTELLECTUAL PROPERTY

- 9.1 Each Party remains owner of its intellectual property rights background.
- 9.2 It is already agreed between the Parties that IMIC grants Sanofi Pasteur the right to distribute the presentation materials related to the Event.

- 9.3 IMIC shall ensure that the Event does not violate the rights of third parties, nor the laws or regulations in force in France, so that Sanofi Pasteur shall not be exposed to prosecution on any proceedings whatsoever, as a result of its actions.
- 9.4 The transmission of the Sanofi logo to IMIC does not grant any transfer of intellectual property rights on this element, the logo remaining the exclusive property of Sanofi. The right of use granted on the intellectual property rights attached to the logos, names and trademarks is reserved for the strict application of the Agreement.
- 9.5 The provisions of this article shall remain in force after the termination or expiry of the Agreement.

ARTICLE 10 – TRANSPARENCY

In accordance with the legal and regulatory provisions in force regarding transparency, Sanofi Pasteur shall make public the existence of the Agreement and the amount of financial support paid under the Agreement, in accordance with the terms and conditions set out in the regulations on transparency of interest links.

ARTICLE 11 – REPRESENTATIONS BY IMIC

IMIC hereby represents that:

- IMIC is permitted, as per its by-laws, to receive the Financial Contribution and, therefore is authorized to execute this Agreement and to assume the obligations thereof and,
- IMIC's legal representative has sufficient power and authority to execute this Agreement on behalf of IMIC, which power and authority have not been modified, revoked or limited in any manner whatsoever.

ARTICLE 12 – MISCELLANEOUS

- 12.1 The personnel appointed by each Party to follow the organization of the Event will remain subject to the authority of said Party, maintaining their employment with the institution to which they belong. In no event will a Party be considered a substitute or joint employer of any of the other Party's personnel.
- 12.2 IMIC has not been granted any rights to use, test, or sell any of Sanofi Pasteur's product, and will receive no economic benefit from future sales of any of the Sanofi Pasteur product. Any liability from testing, administration, sales, promotion, or any other aspect of the introduction and use of a Sanofi Pasteur vaccine in any country or jurisdiction shall be borne solely by Sanofi Pasteur.
- 12.3 IMIC agrees to notify Sanofi Pasteur whenever itself, or any employee, representative or agent of IMIC, shall find it/him/herself in a position where an objective third party may perceive there is a potential conflict of interest in entering into this Agreement of otherwise pursuing the relationship.

- 12.4 Neither Party shall be liable to the other under this Agreement for failure to perform its obligations to the extent that such failure is caused by an event of force Majeure as determined by the courts of France (hereafter "Force Majeure"), provided that the Parties agree that any lockout or strike shall not be deemed to be an event of Force Majeure. A Party claiming to be unable to perform its obligations under this Agreement for a reason of an event Force Majeure, shall promptly inform the other Party of the occurrence of such event. In that latter case the Parties shall discuss in good faith and exert their best efforts to overcome the event of Force Majeure. Should the event of force majeure continue or be expected to continue for more than fifteen (15) business days as from the notification as mentioned above, Sanofi Pasteur shall have the right to terminate this Agreement under the conditions set forth in Article 5 hereof.
- 12.5 The descriptive headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction or interpretation of any provision hereof.
- 12.6 If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions or applications of this Agreement are declared to be severable. In lieu of any invalid, prohibited or unenforceable provision or application thereof, the Parties or a court (if applicable) shall substitute suitable or equitable terms to carry out the intent of this Agreement.
- 12.7 In case of difference between the terms and conditions provided for in this Agreement and the ones provided in Appendix A, the terms and conditions of this Agreement shall govern.
- 12.8 The Parties acknowledge that this Agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll., on Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts) and shall become legally binding upon IMIC only upon such publication in the Register of Contracts. The Parties have agreed that prior to publication of this Agreement, IMIC will remove or black out any and all provisions of this Agreement designated by the Parties as trade secrets and provide the redacted Agreement to Sanofi Pasteur for approval. The Parties have agreed that the following provisions are considered confidential, and the Organization is therefore obliged to blacken them out: (*).

<u>ARTICLE 13 – DISPUTE</u>

Any dispute or controversy that arises in relation to this agreement will first be attempted to be settled by means of dialogue and consultation between the parties. In the event the dispute or controversy cannot be settled through dialogue and consultation, it will be submitted to arbitration at the request of either party.

This Agreement and any disputes between the Parties relating to the subject matter of this Agreement shall be governed by and construed in accordance with the laws of the French Republic, exclusive of its conflicts of laws principles.

Any disputes arising between the Parties in connection with the validity, interpretation, performance or termination of this Agreement, shall be settled by the competent tribunals having jurisdiction in the place where Sanofi Pasteur has its domicile.

Made in two original copies.

For **SANOFI PASTEUR**

For **IMIC**

Name: **MACINA Denis**Function: Head of Medical PPH Franchise,

Vaccines Medical



Name: **Jiří Hašek** Function : Director



APPENDIX A – DESCRIPTION OF THE EVENT

The 14th edition of the International Bordetella Symposium will be held in Prague, Czech Republic, in the conference center of the Czech Academy of Sciences at the Institute of Molecular Genetics in Prague Krč on June 24-28, 2024:

https://event.fourwaves.com/bordetella/pages

The conference will be organized in a hybrid format with up to 290 participants expected to attend in-person and over 100 additional participants being able to attend on-line. This conference takes place every 2-3 years and attracts a broad and diverse crowd of basic scientists, epidemiologists, clinicians, vaccine manufacturers and regulators.

Program:

14th International Bordetella Symposium Prague, June 24-28, 2024

Scientific Organizing Committee

Chairs: Peter Sebo, CZ & Tod Merkel, USA Heath Damron, Eric T Harvill, Kathryn Edwards, Seema Mattoo, Karen Scanlon, Monica Cartelle Gestal, Rachel Fernandez, Marcela Pasetti

Tracks:

Epi/Clin	225 min	Clinical and epidemiological aspects in relation to vaccination
Biol/Pat	370 min	Bordetella biology and pathogenesis in animals and humans
Imm/Vac	390 min	Immunology and vaccines
Evol/Gen	60 min	Evolution and genomics

Struc/Tox 90 min Virulence factors structure - function

Monday 24th June, 2024

PERISCOPE What did we learn under the PERISCOPE project

Opening Keynote lectures

Epi/Clin I Post-COVID pertussis and other *Bordetella* disease trends

Tuesday 25th June, 2024

Biol/Path I Baboon and Human Volunteer Challenge Model studies

Epi/Clin II Maternal immunization **Epi/Clin III** Vaccination impact modeling

Imm/Vac I Immunity mechanisms and vaccines

Wednesday 26th June, 2024

Biol/Path II Biology and pathogenesis Imm/Vac II Immunity and vaccines II

Evol/Gen Bordetella Evolution and genomics

Thursday 27th June, 2024

Struc/Tox Virulence factor structure-function

Biol/Path III Biology and pathogenesis Imm/Vac III Immunity and vaccines

IBS International Bordetella Society Townhall

Friday 28th June, 2024

Biol/Path IV Biology and pathogenesis
Imm/Vac IV Vaccine Industry Roundtable

Monday 24th June, 2024

8 am Registration opens

9 am – 3 pm: PERISCOPE Project Satellite Symposium: What did we learn

9 am - 10:30 am PERISCOPE session - I

10:30 am - 11:00 am Coffee break

11:00 am - 1:00 pm PERISCOPE session II

1:00 pm - 2:00 pm **Lunch & Coffee**

2:00 pm - 3:00 pm PERISCOPE – session III

3:00 pm – 3,15 pm: Opening of the Conference

3:15 pm – 4:00 pm: Opening Keynote I (Camille Locht, BE ?)

4:00 pm – 4:45 pm **Opening Keynote II** (Yasuhiko Horiguchi, JAP?)

4:45pm – 5:15 pm Refreshment break

5:15 pm – 5:45 pm Career Development Panel (Breeze Cavell, Karen Scanlon)

5:45 pm – 7:30pm **Epi/Clin I** - **Post-COVID pertussis and other Bordetella disease trends**

(105 min) **Edwards** 7 x 15 min – US, EU, SA, Colombia, Australia, Thailand, Gunning...

7:30 pm – 10 pm Welcome reception

Tuesday 25th June, 2024

9 am – 10:30 am Biol/Path I - Baboon and Human Volunteer Challenge Model studies

(90 min) Merkel/LeGrand, Read, Halperin (3x 25 + 5 min)

10:30 am - 11:00 am **Coffee break**

11:00 am - 13:00 am Epi/Clin II - Maternal immunization

(60 min) **Skoff** US (Skoff), UK (Campbell), Australia (Giles), Canada (Bolotin) - 4 x 15`

12:00 am – 1:00 pm **Epi/Clin III Modeling of vaccination impact**

(60 min) Rohani Fitzpatrick (US), Toubiana (FR), Briga (DE)- 3 x 20 min min talks

1:00 pm - 2:00 pm **Lunch**

2:00 pm – 4:00 pm On-site poster session I

4:00 pm – 6:00 pm Imm/Vac I – Immunity mechanisms and vaccines I

(120 min) Mills Stephanie Noviello – ILiAD – Phase IIb trials of BPZE1 (30 min)

Mills, Dubey, Gestal 3 x 20 min

6:30 pm – 7:30 pm Virtual poster session I

Wednesday 26th June, 2024

9 am – 10:30 am **Biol/Path II – Biology and pathogenesis**

(90 min) Kaman. Hiramatsu, Deora, Bumba/Hayes, Cotter (2 x 25 + 2 x 20)

10:30 am - 11:00 am Coffee break

11:00 am – 1:00 pm Imm/Vac II – Immunity and vaccines

(120 min) **Dubey** Sette/Da Silva Antunes, Damron, Hozbor, Diavatopoulos

4 x 20 invited + 4 x 15 selected from abstracts

1:00 pm - 2:00 pm **Lunch**

2:00 pm – 3:00 pm Evol/Gen – Evolution and genomics

(60 min) Weigand, Preston, Lan +? (3 x 20 min)

4:00 pm - 8:00 pm Guided tour of Prague - sightseeing

8:00 pm – 10 pm **Conference dinner**

Thursday 27th June, 2024

9 am - 10:30 am Struc/Tox - Virulence factors structure - function

(90 min) Mattoo Kamanova, Mattoo, Maynard/Sebo/Li

 $3 \times 20 + 2 \times 15$

10:30 am - 11:00 am Coffee break

11:00 am – 1:00 pm Biol/Path III – Bordetella biology and pathogenesis

(120 min) Harvill Nicholson, Harvill, Rodriguez, Sisti/ Fernández, Vecerek

3 x 20 invited + 4 x 15 selected from abstracts

1:00 pm - 2:00 pm **Lunch**

2:00 pm – 4:00 pm On-site poster session II

4:00 pm – 5:00 pm Imm/Vac III– Immunity and vaccines

(60 min) Scanlon Skerry + 3 x 15 min talks selected from Abstracts

5:00 pm - 6:00 pm International Bordetella Society Townhall

6:30 pm - 7:30 pm Virtual poster session II

Friday 28th June, 2024

9 am - 10:10 am **Biol/Path IV Biology and pathogenesis**

(70 min) 2 x 20 invited + 2 x 15 selected talks form abstracts

10:10 -10:30 am Xin-Xing Gu — NIAID Resources and support of pertussis research

3 x (25+5 min) invited talks

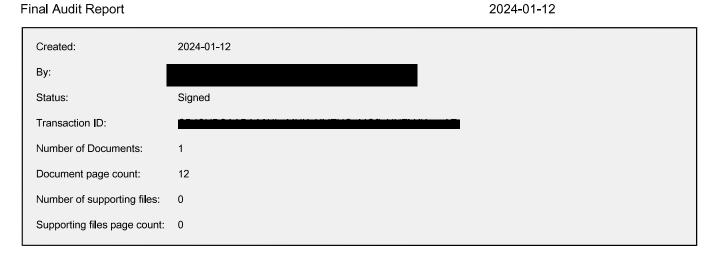
10:30 am - 11:00 am Coffee break

11:00 – 12:30 am Imm/Vac IV Vaccine Industry Roundtable

Locht/Damron Dynavax, Moderna, ILiaD, GSK, Sanofi, BioNet Asia

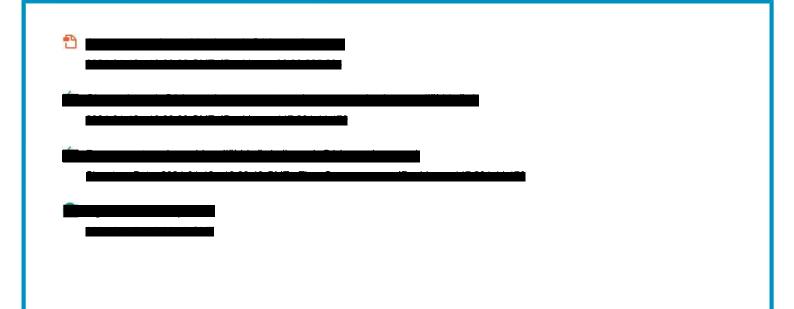
12:30 Lunch to go

Sponsoring Agreement for the 14th International Bordetella symposium to be held in Prague on June 24-28, 2024



"Sponsoring Agreement for the 14th International Bordetella symposium to be held in Prague on June 24-28, 2024" History





sanofi

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