**SPONSORSHIP AGREEMENT**
**(GENERAL)**

This Sponsorship Agreement (“Agreement”) by and between Moderna CH, Inc., 200 Technology Square, Cambridge MA 02139, USA ("Moderna") and Institute of Microbiology of the Czech Academy of Sciences, v. v. i., with a mailing address at Vídeňská 1083, 142 00 Prague 4 – Krč, Czech Republic 14220 (“Organizer”) is valid as of the date of last signature below and effective upon the publication date in the Register of Contracts (as defined in Clause 7 below) (the “Effective Date”). Each of Moderna and Organizer may be referred to herein individually as a “Party” and collectively as the “Parties”.

1. **Sponsorship and Use of Funds.**  Organizer will hold the scientific event 14th International Bordetella Symposium. The Event will be held in person/virtually on 24-28 June 2024 at Prague, Czech Republic 1083, Videnska Praha 4 (the “Event”). The Event is organized and held under the scientific lead and responsibility of Jiří Hašek, PhD., Director (“Recipient”). The Event will be attended by approximately 290 in-person and over 100 online international participants, including basic scientists, epidemiologists, clinicians, vaccine manufacturers and regulators. The Event is intended to impart and further the knowledge of Event attendees in the fields of *Bordetella pertussis* clinical disease, epidemiology, virulence, immunology and vaccine design*.* The agenda of the Event is attached as Exhibit A to this Agreement.

Moderna agrees to pay Organizer an amount of [$10,000][USD] incl. Czech VAT (the “Funding”) for Organizer’s use for the Event. This Funding represents the fair market value in relation to the consideration for Moderna specified under Section 2 of this Agreement. There will be no additional payments by Moderna in context of the Event, unless expressly specified in this Agreement. Moderna will pay the Funding to Organizer within 45 days of receipt of Organizer’s proper invoice, provided that Organizer shall not send an invoice prior to the Effective Date of this Agreement. Invoices should reference this Agreement and the relevant Purchase Order (PO) number and should be submitted to Moderna at invoice@modernatx.com to the attention of “Accounts Payable”. Except for applicable VAT, the Organizer will be solely responsible for the payment of any taxes, fees or levies imposed by any authority over any amounts received by Organizer under this Agreement. Payment of the Funding shall be made directly to Organizer.

1. **Consideration.** In consideration of the Funding, Moderna shall receive the following sponsorship benefits:
	1. [Advertisement of Moderna’s brand name, by use of Recipient’s logo in materials that promote the support of Recipient (other than required under applicable law or by the industry codes of conduct);]
	2. [Listing in Recipient’s annual report (other than required under applicable law or under Recipient’s internal policies or guidelines)]
2. **Organizer Obligations.** Organizer ensures the appropriate recognition and disclosure of Moderna's support of the Event as well as during the Event by indicating the full company name and amount of Funding and displaying the company logo; provided, however, Organizer will not use Moderna's trademarks, names or logos or other intellectual property (the "Moderna Property") other than for the limited use described herein. Organizer ensures that the Funding will not be used for financing of any entertainment or leisure activity. Organizer ensures to use the Funding only for the Event. No part of the Funding may be paid, granted or distributed to any other organization or any individual other than to pay reasonable compensation for items and services provided to Organizer in connection with the Event. Organizer shall return to Moderna any portion of the Funding that is not used for the Event in accordance with this Agreement. If Organizer is unable to spend the Funding for the Event, Organizer shall promptly return the Funding to Moderna.
3. **Organizer Representations.** Organizer further agrees that: (a) Organizer is solely responsible for the organization and conduct of the Event, i.e. Moderna has no influence on the agenda or the selection of speakers or topics; (b) Organizer shall manage and run the Event (if virtual) on a secure platform which is suitable of the intended purpose and number of attendees; (c) in no event shall the Funding be used by Organizer to make any direct or indirect payment or any other transfer of value to any healthcare provider, institution or entity except as otherwise agreed in writing by Moderna; and (d) Organizer shall conduct all activities relating to the Event and perform its obligations under this Agreement in compliance with any and all applicable laws and regulations as well as in compliance with the industry codes of conduct of the pharmaceutical industry association in the country of the Event venue and in the country of the majority of Event participants. Organizer shall ensure that access to the Event and in particular to any industry fair and booths (physically and/or virtually, as applicable) will only be granted to Event attendees in compliance with applicable laws and regulations governing health care advertising. Organizer shall process any personal data in connection with the Event and the performance of its obligations under this Agreement in compliance with applicable data protection laws and regulations, including under the EU General Data Protection Regulation (GDPR). Organizer shall provide to Moderna any model consent forms and related notices that Organizer will provide to and plans to obtain from Event attendees.
4. **Principle of Separation and Transparency.** The payment of the Funding under this Agreement is independent of any sales transaction between Organizer and/or Recipient and Moderna. The Parties agree that this Agreement is not intended directly or indirectly to compensate Organizer and/or Recipient, their members and/or employees for purchasing, ordering, prescribing, using or recommending Moderna products or services, and neither Organizer nor Recipient, their members nor their employees are required or expected to purchase, use, prescribe, order, recommend, promote or advertise Moderna products or services as a condition of this Agreement. For transparency purposes Moderna intends to document and publish/report all direct and indirect transfers of value to Recipient under this Agreement, including without limitation, the Recipient’s identity and address (place of incorporation), the amount, and the purpose of the Funding in accordance with applicable legal and regulatory requirements and industry standards, including under industry codes of conduct. Organizer is responsible to notify the Recipient of Moderna’s commitment to transparency and intention to document and publish/report all direct and indirect transfers of value to Recipient. [Organizer shall provide Exhibit B to Recipient and Recipient may consent to the disclosure of his/her personal data by signing the consent form in the Data Protection Notice and Consent Form on Transparency Disclosures attached to this Agreement as Exhibit B. If Recipient consents, Organizer shall immediately provide Moderna with Recipient’s signed consent form in the Data Protection Notice and Consent Form on Transparency Disclosures attached to this Agreement as Exhibit B. If Recipient does not provide consent as outlined in the form in Exhibit B, the information will be documented, reported and published by Moderna in an aggregated form without any of Recipient's personal data, as further described in Exhibit B. In that case, Organizer shall immediately inform Moderna about Recipient’s decision to not provide consent.]
5. **Confidentiality.** In the context of this Agreement and/or the Event, the Parties recognize that Organizer and/or Recipient may come in contact with or become familiar with information that Moderna or its subsidiaries or affiliates may consider confidential or a trade secret (the “Confidential Information”). Organizer shall be obliged to implement reasonable steps to keep the Confidential Information secret and, upon Moderna`s request at any time, provide sufficient documentation about these reasonable protection means. Organizer agrees to maintain and ensures that Recipient maintains the confidentiality of all Confidential Information and not to discuss or divulge it to anyone other than to the extent necessary to appropriate Moderna personnel or their designees. Organizer shall ensure that Recipient and Recipient personnel and Organizer personnel or their designees, if any and only allowed under this Agreement or upon Moderna`s explicit written consent, are also bound to and observe with the duty of confidentiality laid down in this Agreement. The confidentiality obligations will continue until 7 years after termination or expiry of this Agreement. Organizer (i) shall not use and shall ensure that Recipient does not use any Confidential Information and (ii) shall not in any way exploit and shall ensure that Recipient in no way exploits Confidential Information commercially and/or non-commercially, except as required for the conduct of the Event or fulfill obligations under the terms of this Agreement. Upon Moderna’s request at any time, Organizer shall return to Moderna or destroy and shall ensure that Recipient returns to Moderna or destroys any materials in Organizer’s and Recipient’s possession that include Confidential Information. Organizer and/or Recipient may disclose Confidential Information if, and to the extent, required by law, by any governmental or other regulatory authority, by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives Moderna as much notice of such disclosure as possible and, where notice of disclosure is not prohibited, it takes into account the reasonable requests of Moderna in relation to the content of such disclosure.
6. **Publicity.** 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 the Organizer only upon such publication in the Register of Contracts. The Parties have agreed that prior to publication of this Agreement, the Organizer will remove or black out any and all provisions of this Agreement designated by the Parties as Confidential Information and provide the redacted Agreement to Moderna for approval. The Parties have agreed that the following provisions are considered confidential, and the Organizer is therefore obliged to black them out: (\*).
7. **Miscellaneous.** This Agreement constitutes the entire Agreement between the Parties with respect to its subject matter. This Agreement supersedes all previous agreements and representations between the Parties relating to the subject matter hereof, whether written or oral. No provision of this Agreement will be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is made in writing and signed by both Parties. The invalidity or unenforceability of any provision of Agreement shall not affect the validity or enforceability of any other provision. [In case this Agreement is translated and executed in both English and [respective language in the non-English speaking country], the English version of this Agreement shall prevail for any interpretation and construction thereof.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**Moderna CH Institute of Microbiology of the Czech Academy of Sciences, Jiří Hašek, Director**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Jiří Hašek

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Director

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A
Event agenda**

**14th International Bordetella Symposium**

**Prague, June 24-28, 2024**

**Scientific Organizing Committee**

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**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 minEvolution 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** 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

**Exhibit B
Data Protection Notice and Consent Form on Transparency Disclosures**

[Moderna, Inc.], [200 Technology Square, Cambridge, MA 02139], [USA] ("**Moderna**") is responsible for the processing of the Recipient's ("**Recipient**") personal data as controller (as defined by the EU General Data Protection Regulation ("**GDPR**"). The Recipient can contact Moderna at any time at [*insert postal address and other contact details, such as telephone number and/or email address*].

In accordance with the European Federation of Pharmaceutical Industries (EFPIA), and in light of applicable legal and regulatory requirements and industry standards, including under local industry specific codes of conduct, Moderna supports and intends to contribute to the implementation of transparency disclosures in relation to collaborations between the industry and health care organizations and related transfers of value made by Moderna.

**What categories of personal data will be processed?**

Moderna will document the following information and prepare reports relating to payments and other transfers of value made directly or indirectly to Recipient in connection with the Sponsorship Agreement ("**Agreement**"):

* name and address of Recipient,
* existence and nature of the relationship with Moderna,
* actual services rendered by Recipient,
* direct and indirect payments, compensation, expense reimbursement, ownership or investment interest, or other transfers of value provided to Recipient by Moderna.

Such information will, in accordance with local requirements, including under the applicable industry specific code of conduct, be published on a publicly accessible website operated by Moderna or any of its affiliated group companies or on a central platform, as provided by the relevant public or professional authority or body of an association under the applicable industry specific code of conduct.

Moderna will only disclose and publish Recipient’ data in personal identifiable form if Recipient has provided prior consent according to Art. 6 Sec. 1 lit a GDPR by signing the below consent declaration. The Recipient is not obliged to provide consent to the disclosure and publication of Recipient’s personal data. If Recipient does not provide consent, any information regarding transfers of value made to Recipient in connection with the Agreement will be reported and published for the relevant reporting period only in aggregated and anonymized form, i.e., without being attributable to Recipient.

The processing of Recipient's personal data for documentation and reporting purposes, including a potential anonymization before publication in aggregated form, will be based on the necessity of the processing in order to safeguard Moderna's legitimate interests in ensuring and documenting compliance with applicable legal and regulatory requirements and industry standards, including under applicable code of conducts of industry associations.

**Will Recipient’s personal data be processed outside the EU/EEA?**

Recipient’s personal data may be transferred to or otherwise processed by the above recipients in a country outside the EU/EEA ("**Third Country**"), which may not provide for the same level of data protection as considered adequate in the European Union. In these cases, Moderna will ensure by taking appropriate safeguards, such as by entering into agreements on the basis of the EU standard contractual clauses and by implementing supplementary measures, that Recipient’s personal data will be adequately protected as required under EU data protection laws. In relation to Moderna`s pharmacovigilance obligations, the transfer to Moderna`s affiliated group companies and authorities in third countries is further necessary to comply with Moderna’s legal obligations for important reasons of public interests in the area of public health.

**How long will Recipient’s personal data be stored?**

Recipient’s personal data will be stored by Moderna for purposes of internal documentation for a period of five years from the time of publication. In case Recipient has consented to the disclosure of Recipient’s personal data, Recipient’s personal data will remain in the public domain, and the corresponding documentation of Recipient’s consent will be stored, for a period of three years from the time of publication, except as required otherwise to comply with applicable legal and regulatory requirements or in case of a withdrawal of consent.

Recipient’s personal data will be deleted thereafter, except any further storage is necessary to comply with Moderna`s legal obligations (such as data retention obligations for seven years after the end of the business relationship with Recipient or other legal requirements) or to establish, exercise or defend our legal claims.

**What rights does Recipient have?**

To the extent Recipient is affected by the data processing carried out by Moderna, Recipient has the right subject to and in accordance with applicable legal provisions

* to obtain information on the personal data processed concerning Recipient and to obtain a copy of such data (right of access);
* to obtain the rectification of any inaccurate personal data and, having regard to the purposes of the processing, the completion of incomplete personal data (right to rectification);
* if there are legitimate reasons, to request the deletion of the personal data (right to erasure);
* to request the restriction of the processing of the personal data, if the legal requirements are met (right to restriction of processing);
* if the legal requirements are met, to receive the personal data provided by Recipient in a structured, commonly used and machine-readable format and to transfer this personal data to another controller or, if technically feasible, to have it transferred by Moderna (right to data portability); and

Recipient further has the right to object, in accordance with the statutory provisions, to the processing of personal data, which is necessary for the purpose of Moderna’s legitimate interests, on grounds relating to Recipient’s particular situation (**right to object**).

If the data processing is based on consent Recipient can withdraw the consent at any time. The withdrawal of consent by Recipient does not affect the lawfulness of the processing of Recipient’s personal data until withdrawal.

Without prejudice to any other remedies, Recipient also has the right to lodge a complaint with a supervisory authority at any time. In [insert applicable country], the competent supervisory authority is the [identify data protection authority], with its registered office at [address].

In order to exercise rights (including the withdrawal of consent), as well as in the event of questions regarding the processing of Recipient`s personal data, please contact Moderna at any time using the contact details set out above.

**Data Protection Consent Declaration**

Recipient hereby consents that Moderna may process and publish Recipient`s personal data (including Recipient`s name, address, and the concrete amount of the transfer of value made directly or indirectly to Recipient by Moderna in connection with the Agreement within the relevant reporting period) on a publicly accessible website operated by Moderna or any of its affiliated group companies or on a central platform, as provided by the relevant public or professional authority or body of an association under the applicable industry specific code of conduct, to the extent necessary for the purposes of ensuring compliance with applicable legal and regulatory requirements and industry standards on transparency disclosures, including under applicable industry specific codes of conduct, as further described in the Data Protection Notice above. Recipient understands and agrees that for these purposes, Recipient`s personal data may be transferred and processed in a country outside the EU/EEA which may not provide for the same level of data protection as considered adequate in the European Union.

Recipient`s consent is voluntary. Recipient can withdraw consent at any time informally and without giving reasons with effect for the future (e.g. by e-mail to [e-mail address]). The withdrawal of consent by Recipient does not affect the lawfulness of processing of Recipient`s personal data based on Recipient`s consent before withdrawal. Recipient can find more information about the processing and protection of Recipient`s personal data in the Data Protection Notice above.

Jiří HAŠEK, Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Recipient name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Place, date)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Signature)