



Pfizer Inc.

235 East 42nd Street
New York, NY 10017

04/30/2024

Charles University, Faculty of Pharmacy
Faculty of Pharmacy, Charles University
Heyrovského 1203/8
Hradec Králové, , CZ 50003
Attn: Jaroslav Roh, Ph.D.
the Dean of the Faculty of Pharmacy, CU

Dear Jaroslav Roh, Ph.D.

This letter agreement (hereinafter the "**Agreement**") is in response to your request on behalf of Charles University, Faculty of Pharmacy (hereinafter, the "**Organization**") for financial support from Pfizer Inc. (hereinafter, "Pfizer"). This request was for the amount of 2,000 USD for purposes of supporting The 25th International Symposium on Microsomes and Drug Oxidations (MDO) to be held July 7-July 10, 2024 (hereinafter the "**Initiative**").

Pfizer has reviewed the request, and is pleased to inform you that Pfizer will provide Organization with funding, in the amount of 3,000 USD (hereinafter the "**Funding**").

Charles University, Faculty of Pharmacy will receive a payment in the amount of the Funding. Please note it may take up to 90 days from the acceptance of this Agreement for the Funding to arrive.

Please note this Funding is awarded in accordance with and subject to the Terms and Conditions herein. After you receive the Funding you may receive an Acknowledgement Letter to verify receipt.

Please review and sign this Agreement. Note that disbursement of the Funding is contingent on Pfizer receiving this signed Agreement.

If you have any questions, please contact R&D Compliance Operations, PfizerRDNon-ProfitFundingRequests@pfizer.com.

TERMS AND CONDITIONS

1. Statement of Purpose. Pfizer will provide Organization with the Funding in support of the Initiative.
2. Conditions of Funding.
 - A. Organization will use the Funding solely for the Initiative.
 - B. Organization represents that it is a not-for-profit organization.
 - C. Organization is free to solicit support for the Initiative from sources other than Pfizer.

- D. Organization has disclosed to the relevant Pfizer project manager whether it is currently, or has in the prior two years from the date first written above, requested or received financial support from Pfizer.
- E. Each party acknowledges that:
- (i) the consideration for the Funding is not based upon the volume or value of any business generated between Pfizer and Organization, or persons or entities affiliated with Organization, with respect to Pfizer products;
 - (ii) the items, services, and other consideration provided under this Agreement do not exceed those which are reasonably necessary to accomplish the reasonable purpose of the Initiative;
 - (iii) Organization, and persons and entities affiliated with Organization, will continue to make all decisions regarding pharmaceutical products (including Pfizer products) solely in accordance with Organization's independent business and clinical judgment, and that such decisions shall not be affected by this Agreement, the Funding made hereunder, or the relationship created hereby.
- F. Subject to the terms and conditions of this Agreement, and as between Pfizer and Organization, Organization will retain complete control of and right of approval over all content related to the Initiative.
- G. Pfizer and Organization will not directly or indirectly offer or pay any money or give anything of value to any healthcare professional or Government Official, or any other person, as an improper inducement for such healthcare professional, Government Official, or other person: (i) to approve, reimburse, prescribe or purchase a Pfizer product; (ii) to influence the outcome of a clinical trial sponsored by Pfizer; or (iii) to otherwise improperly benefit the business of Pfizer; if Pfizer learns that Organization or any individuals or entities affiliated with Organization or the Funding has used or intends to use any portion of the Funding to conduct any of the activities in (i), (ii) or (iii) above, Pfizer reserves the right to revoke or suspend the Funding. "**Government Official**" is broadly interpreted and includes: (a) any elected or appointed government official; (b) any employee or person acting for or on behalf of a government official, agency, or enterprise performing a governmental function, or owned or controlled by, a Government; (c) any political party officer, employee, or person acting for or on behalf of a political party or candidate for public office; (d) an employee or person acting for or on behalf of a public international organization; (e) any member of a royal family or member of the military; and (f) any person otherwise categorized as a Government Official under local law. For purposes of this section, "**Government**" is meant to include all levels and subdivisions of non-U.S. governments (i.e., local, regional or national and administrative, legislative or executive). All government employees and employees of state-owned enterprises (e.g., doctors employed in a state-owned hospital) are considered "Government Officials."
- H. Organization will not use the Funding for any direct or indirect costs associated with any independent medical education activities (including but not limited to Continuing Medical Education, or "**CME**") or any product-specific medical education, including but not limited to logistics and faculty payments.
- I. The Funding will not be used for travel-related expenses, including overnight accommodations, for members of Congress or staff, unless Organization has received prior approval from the House and/or Senate Ethics Committee (as

appropriate) for the use of the Funding for this purpose and Organization has provided Pfizer with evidence of the relevant committee approval.

- J. Organization represents that Pfizer's support will not constitute a majority of the Organization's funding or support during the year starting as of the effective date of this Agreement and ending on the one year anniversary date of this Agreement.
- K. Unless agreed to by Pfizer, Organization represents that it will not utilize any of the Funding provided by Pfizer hereunder to either pay, or otherwise cause a direct or indirect transfer of value to a Covered Recipient, as defined by the U.S. Physician Payments Sunshine Act. If Pfizer has agreed to such transfer, Organization must accurately complete the "Sunshine Data Template" which will be provided by the Pfizer project manager. See Exhibit A, which is attached and incorporated herein regarding obligations of the Organization to provide certain data to Pfizer.

3. Disclosure.

Each of the parties may publicly disclose information about Pfizer's support of the Initiative including Organization's name, the amount of the Funding, and a description of the Initiative. In addition to the foregoing:

- A. Pfizer may disclose in any lawful manner the terms of this Agreement, the support or Funding that Pfizer is providing under this Agreement, and any other related information, to the extent necessary for Pfizer to meet its obligations under those laws, regulations and industry codes that require Pfizer to report payments or other transfers of value to certain healthcare professionals and teaching hospitals (collectively, the "**Transparency Laws**"). Transparency Laws include, without limitation, section 6002 of the U.S. Affordable Care Act and the EFPIA Code on Disclosure of Transfers of Value. If Pfizer deems appropriate, it may make such disclosure on its Transparency in Grants website on www.pfizer.com. Organization will provide Pfizer with complete and accurate information about payments or other transfers of value reportable under Transparency Laws, and agrees to (and will cause its agents, employees and contractors to) cooperate with collection and disclosure of information necessary for Pfizer to meet its obligations under any Transparency Laws.
- B. The Organization will disclose Pfizer's support of the Initiative in any of the relevant materials related to the Initiative.

4. Trademarks.

- A. Pfizer hereby grants to Organization a non-exclusive, non-transferable, royalty-free, revocable license to use, without the right to sublicense, Pfizer's name and logo ("**Pfizer's Marks**") as provided by Pfizer in the United States or, if Organization is based outside the United States, the country where Organization's headquarters is located, and only in connection with the Initiative in accordance with the terms of this Agreement. The placement and use of Pfizer's Marks and the content of the medium in which Pfizer's Marks are placed: (i) will be in a favorable context and will not be in a manner that could be construed by the general public as being in bad taste; and (ii) will in no way negatively reflect upon Pfizer or the products of Pfizer. Organization acknowledges Pfizer's exclusive rights in Pfizer's Marks and any goodwill associated therewith, and acknowledges that any and all use of Pfizer's Marks issues to the sole benefit of Pfizer.
- B. Organization hereby grants to Pfizer a non-exclusive, non-transferable, royalty-

free, revocable license to use, without the right to sublicense, Organization's name, trade names, logo and trademarks (collectively, "**Organization Marks**") only in connection with Pfizer's support of the Initiative, and to publicize and promote Pfizer's support of the Initiative in the United States, or if Organization is based outside the United States, the country where Organization's headquarters is located and the United States, and in accordance with the terms of this Agreement. Pfizer acknowledges Organization's exclusive rights in its Marks and any goodwill associated therewith.

- C. Neither party will challenge, nor take any action inconsistent with the other party's exclusive rights in and to its trademarks. Neither party will do anything that might harm the party's reputation or goodwill. Any use of Pfizer's trademarks or Pfizer's name and logo, not otherwise specified above, is strictly prohibited without prior written permission from Pfizer.

5. Miscellaneous Provisions.

- A. Term and Termination: This Agreement will be effective as of the date hereof and will terminate upon the one year anniversary of such date or upon completion of the Initiative, whichever is later, provided, however, that any provisions that contemplate continuing duties and obligations by either party in such Initiative will survive such termination. Pfizer may terminate this Agreement without cause by providing written notice to Organization. Either party may terminate this Agreement upon written notice to the other party if such other party or a person or entity affiliated with the other party materially breaches this Agreement.
- B. Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party, except that Pfizer may assign its rights hereunder to any affiliated or related entity, or to any successor organizations created by merger, consolidation, acquisition, or public offering with or by Pfizer or its affiliates, provided that any such assignee will assume Pfizer's obligations hereunder.
- C. No Third Party Beneficiaries: Nothing in this Agreement, whether express or implied, is intended to confer upon any person, other than the parties identified herein, any rights or remedies under, or by reason of, this Agreement.
- D. Waivers/Amendments/Modifications: No waiver, amendment or modification of this Agreement will be binding or enforceable on either party hereto unless in writing signed by both parties.
- E. Governing Law: This Agreement will be governed by the laws of the State of New York without regard to its conflict of law provisions. In the event of any arbitration or litigation arising out of this Agreement, the parties agree that such proceedings will be held in New York, New York.
- F. Full Authority: Each party represents that it has full authority to enter into this Agreement, grant the rights and benefits described and satisfy the obligations hereunder, without violating the rights of any third parties.
- G. Compliance With Laws: Each party will perform its obligations under this Agreement in compliance with this Agreement and in compliance with all applicable laws, rules, regulations, orders, judgments and ordinances of any governmental, administrative or judicial authority.

- H. Counterparts: This Agreement may be executed in two or more counterparts, with the same effect as if both parties had signed the same document. All counterparts will be construed together and will constitute one and the same agreement. A facsimile, validated digital, or .pdf signature to this Agreement will be effective as an original signature.
- I. Indemnification: Organization will indemnify, defend, and hold harmless Pfizer and its employees, contractors, agents, officers, and directors from and against any loss, liability, damage, cost, fine, penalty, or expense, including reasonable attorneys' fees, arising out of an audit, investigation, administrative proceeding, or litigation predicated upon Organization's failure to provide complete and accurate data to Pfizer pursuant to Organization's obligations to collect and provide such data hereunder.
- J. Audit by Pfizer: Organization will maintain accurate and complete records related to this Agreement, without receipt of additional compensation, for at least three years after the date of the final payment by Pfizer. Upon reasonable notice, Pfizer may audit those documents to verify compliance with this Agreement. Organization will cooperate fully with Pfizer during an audit performed under this paragraph and provide copies of all documents Pfizer reasonably requests.
- K. Global Trade Control Laws: The Initiative may be subject to Global Trade Control Laws. The parties will perform the Initiative under this Agreement in full compliance with all applicable Global Trade Control Laws. For purposes of this Agreement, the term "**Gobal Trade Control Laws**" means all applicable economic sanctions, import and export control laws, regulations, and orders.
- (i) Organization acknowledges that the Initiative will not (i) take place in a Restricted Market; (ii) involve individuals ordinarily resident in a Restricted Market; or (iii) involve companies, organizations, or Governmental Entities from or located in a Restricted Market, where "**Restricted Market**" means the Crimean Peninsula, Cuba, the Donbass Region, Iran, North Korea, and Syria, or any other country or region sanctioned by the U.S. or European Union.
 - (ii) Organization represents and warrants that Organization is not a Restricted Party and is not owned or controlled by a Restricted Party. Organization confirms that neither Organization nor its affiliates, agents, employees, or subcontractors directly or indirectly involved in the Initiative are Restricted Parties and that no Restricted Parties will be engaged in the Initiative or delegated any responsibilities to engage in the Initiative. In the event that the foregoing is no longer accurate, Organization will immediately inform Pfizer and suspend the Initiative unless and until Pfizer agrees to move forward and end the suspension of the Initiative. Notwithstanding anything to the contrary herein, Organization acknowledges that designation of Organization or any other person or entity involved in the Initiative as a Restricted Party, will be grounds for immediate termination of this Agreement by Pfizer, for cause, with no cure period. "**Restricted Party**" or "**Restricted Parties**" means any individual(s) or entity(ies) on any of the Restricted Party Lists.
 - (iii) Organization will conduct Restricted Party Screening of the names and addresses of all individuals, agents, employees, subcontractors, carriers

(including vessel names), and any other relevant party that is involved, directly or indirectly, in the Initiative under this Agreement. "**Restricted Party Screening**" means the comparison of any individual or entity directly or indirectly involved in the Initiative, against the relevant Restricted Party Lists. "**Restricted Party List**" means the list of sanctioned entities maintained by the United Nations; the Specially Designated Nationals List and the Sectoral Sanctions Identifications List, as administered by the U.S. Department of the Treasury Office of Foreign Assets Control; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; the entities subject to restrictive measures and the Consolidated List of Persons, Groups and Entities Subject to E.U. Financial Sanctions, as implemented by the E.U. Common Foreign & Security Policy; the List of Excluded Individuals / Entities, as published by the U.S. Health and Human Services - Office of Inspector General; any lists of prohibited or debarred parties established under the U.S. Federal Food Drug and Cosmetic Act; the list of persons and entities suspended or debarred from contracting with the U.S. government; and similar lists of restricted parties maintained by the Governmental Entities of the countries that have jurisdiction over the Initiative. "**Governmental Entity**" means any court, tribunal, or arbitral body with competent jurisdiction; any military, quasi-military, or law enforcement agency; or any other entity agency, department, authority, or other instrumentality of any supra-national, federal, national, state, county, local, municipal, other political subdivision, administrative authority, agency, commission, instrumentality, or other governmental, regulatory body.

- (iv) If this Agreement is terminated for inclusion of a Restricted Party, Restricted Market, or Restricted Market national in the Initiative covered under this Agreement without a license or other authorization required by Global Trade Control Laws or any other violation of Global Trade Control Laws, Pfizer will not be responsible for any payments due to Organization or another entity, even if services have already occurred.

L. Effect of Other Agreements: Organization agrees that these terms and conditions supersede any other agreements or understandings, whether written or verbal, related to Pfizer's support of the Initiative.

If this Agreement correctly reflects the terms agreed by Charles University, Faculty of Pharmacy and Pfizer, please sign this Agreement in the space provided below.

Yours sincerely,

PFIZER INC.

By:

XXX

VP Scientific Research

April 30, 2024

Charles University, Faculty of Pharmacy

By:

Jaroslav Roh, Ph.D.

the Dean of the Faculty of Pharmacy, CU

května 3, 2024

Exhibit A

Pfizer is required to report any Transfer of Value to a Covered Recipient under the Physician Payments Sunshine Act. Covered Recipient includes U.S.-licensed physicians ("U.S. physician") and teaching hospitals. Transfer of Value includes any form of direct, indirect, or in-kind payment or transfer of value. For instance, if the Organization uses Pfizer funds to host an event where a meal is served to U.S. physician attendees, Pfizer is required to collect that information from the Organization and report it for each U.S. physician attendee. Similarly, if Pfizer funds are used to provide honoraria, travel or lodging expenses, consulting fees, educational items (e.g., textbooks), fellowships or grants, or meals to a U.S. physician, Pfizer is required to collect the information and report it for each U.S. physician recipient of the transfer of value.

Sunshine Data Template (to be provided by the Pfizer project manager)

If Pfizer has agreed to your Organization use of funds that includes Transfer to Value to Covered Recipients, your Pfizer Project Manager will provide you with the Sunshine Data Template. The Template requires you to provide each U.S. physician recipient's name, address, 10-digit National Prescriber Identification ID (NPI ID), spend type (e.g., meals), in addition to other information to enable Pfizer to meet its reporting obligations. For teaching hospitals, the Template requires you to provide the hospital's name, address, unique ID and spend type. Additional directions and contact information are provided on the Template should you have any questions on how to complete it.

When is the completed Sunshine Data Template due?

If the Organization hosts a single stand-alone event, such as a seminar where honoraria is provided to U.S. physician speakers and attendees are served a meal, Pfizer requires that you provide us with the completed Template within **five (5) business days** of the event.

If funds are used for multiple events throughout the year or span one or more years under a single Initiative, Organization agrees to provide completed Template within 10 days of the beginning of each quarter for events that took place during the preceding quarter.