

PRECEPTORSHIP AGREEMENT

This preceptorship agreement ("**Preceptorship Agreement**") is entered into as of 6.3.2017 ("**Effective Date**") between Novartis s.r.o., located at Gemini, B building, Na Pankráci 1724/129, 140 00 Prague 4, ID No.: 64575977, registered in the Commercial Register administered by the Municipal Court in Prague, under File No. C 41352, represented by Ing. Anetta Gergelová and by Gali Lesuisse ("**Novartis**") and Univerzita Palackého v Olomouci, Fakulta tělesné kultury, located at třída Míru 117, 771 11 Olomouc, ID No.: 61989592, represented by doc. PhDr. Zbyněk Svozil, Ph.D., Dean of the Faculty ("**Institution**").

Hereinafter, Novartis and the Institution shall be jointly referred as the "**Parties**" and each of them separately as a "**Party**".

RECITALS

WHEREAS, the Institution has special expertise and internal faculty for conducting medical education in the area of pulmonary rehabilitation (the "**Field**") at its facilities.

WHEREAS, Novartis wishes to have the Institution design and conduct a Preceptorship Program in the Field to provide peer-to-peer medical education to certain healthcare professionals.

NOW THEREFORE, the Parties agree as follows:

CLAUSES

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** Unless the context otherwise requires, the terms in this Preceptorship Agreement with initial letters capitalized shall have the meanings set forth below or in the preamble or recitals.

- a) "Affiliate" means, with respect to a Party, any Entity that controls, is controlled by, or is under common control with that Party. For the purpose of this definition, "control" means: (a) direct or indirect ownership of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interest in the case of any other type of legal entity; (b) status as a general partner in any partnership; or (c) any other arrangement whereby the Entity controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity. In the case of entities organized under the laws of certain countries, the maximum percentage ownership permitted by law for a foreign investor may be less than fifty percent (50%), and in such case such lower percentage shall be substituted in the preceding sentence, provided that such foreign investor has the power to direct the management and policies of such entity. For the purposed of this Agreement, the Genomics Institute of the Novartis Research Foundation and the Friedrich Miescher Institute are Affiliates of Novartis.
- b) "Facilities" means Institution's premises located at Univerzita Palackého v Olomouci, Fakulta tělesné kultury , address: třída Míru 117, 771 11 Olomouc and Clarion Congress Hotel Olomouc; Jeremenkova 36, 779 00 Olomouc, Czech Republic.
- c) "Field" means pulmonary rehabilitation.
- d) "Lead Preceptor" means the lead instructor in charge of the Preceptorship Program and the content and delivery of each Preceptorship Class.
- e) "Preceptorship Class(es)" means individual class(es) that take place at the Institution as part of the Preceptorship Program.

- f) "Preceptorship Program" means a non-promotional and fully independent educational program established and run by Institution to offer Preceptorships Class(es) to healthcare professionals to provide them practical instruction the Field to benefit patient care.
- g) "Work order" means as set out in section 2.1.

1.2 **Interpretation:** In this Preceptorship Agreement unless otherwise specified:

- a) the words "includes" and "including" shall mean respectively includes and including without limitation;
- b) a statute or statutory instrument or any of their provisions is to be construed as a reference to that statute or statutory instrument or such provision as the same may have been or may from time to time hereafter be amended or re-enacted;
- c) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- d) references to sections and subsections are to sections and subsections this Agreement unless otherwise specified;
- e) the Annexes and other attachments form part of the operative provision of this Preceptorship Agreement and references to this Preceptorship Agreement shall, unless the context otherwise requires, include references to the Annexes and attachments;
- f) the headings in this Preceptorship Agreement are for information only and shall not be considered in the interpretation of this Preceptorship Agreement;
- g) any reference to "writing" or "written" includes faxes and any legible reproduction of words delivered in permanent and tangible form (but does not include email);
- h) the words "hereof", "herein" and "hereunder" and words of like import used in this Preceptorship Agreement shall refer to this Preceptorship Agreement as a whole and not to any particular provision of this Preceptorship Agreement;
- i) general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things; and
- j) the Parties agree that the terms and conditions of this Preceptorship Agreement are the result of negotiations between the Parties and that this Preceptorship Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party participated in the preparation of this Preceptorship Agreement.

2. SCOPE

- 2.1 The Institution agrees to design and establish a Preceptorship Program in the Field and to host those Preceptorship Classes agreed to in relevant work orders (the "**Work Orders**") signed between the Parties.
- 2.2 For clarity, unless mutually agreed between the Parties in a duly signed Work Order, there is no obligation on the part of either Party to conduct or pay for (as applicable) any Preceptorship Class. For the avoidance of doubt, nothing in this Preceptorship Agreement shall be construed as an anticipation or expectation of any particular number of Preceptorship Classes.
- 2.3 Such Work Orders shall contain a description of each Preceptorship Class to be carried out by the Institution, funding for such class, and any remaining terms not dealt with by this

Preceptorship Agreement. It shall be signed by the Parties and governed by the terms of this Preceptorship Agreement. Work Orders will be subject to the terms of this Preceptorship Agreement except as otherwise indicated therein.

- 2.4 Each Preceptorship Class and its content and materials shall be solely and independently designed and controlled by the Institution. The Institution is solely responsible for selecting, contracting and payment to all faculty, presenters, moderators and collaborators for each Preceptorship Class and under no circumstances the Institution shall act on behalf of or as an intermediary of Novartis for such selection, contracting and/or payment.
- 2.5 Each Preceptorship Class will be independent, non-promotional and free from commercial influence or bias. If a Preceptorship Class includes a discussion of treatment options, it should include multiple treatment options and be objective, balanced, accurate, not misleading or deceptive.
- 2.6 The Institution shall provide each Preceptorship Class in accordance with the terms of this Preceptorship Agreement, the applicable Work Orders and in compliance with all applicable laws, regulations, and professional codes. Any ancillary activities, such as meals and/or receptions, will be modest and conducive to the Preceptorship Classes and will be subordinate in time to the overall amount of time of the Preceptorship Classes.
- 2.7 Novartis will not control the planning, content, speaker selection or (execution) of any Preceptorship Class. Novartis' input, if any, in any Preceptorship Class will be at the discretion of the Institution and shall be limited to quality reviews of materials for medical accuracy purposes.
- 2.8 The Institution shall not be entitled to subcontract any Preceptorship Class (in whole or in part) without the prior written consent of Novartis.
- 2.9 The Parties shall regularly communicate about all relevant matters with regard to the Preceptorship Program and the Preceptorship Classes. The Institution shall promptly inform Novartis about any unforeseen results, problems, difficulties, etc. with regard to the Preceptorship Program or any Preceptorship Classes.

3. FUNDING

- 3.1 In consideration for the Institution conducting the Preceptorship Classes, Novartis agrees to pay to the Institution the funding described in the relevant Work Order ("**Funding**").
- 3.2 Institution acknowledges and agrees that:
 - (a) the Funding received for each Preceptorship Class shall be consistent with the fair market value in arm's length transactions;
 - (b) all amounts received are only for legitimate expenses, reimbursement of such expenses or compensation for the satisfactory performance of the Preceptorship Classes; and
 - (c) receipt of such amounts is in full accordance with all applicable laws, regulations and industry codes and policies; and
 - (d) no payment is made to health care professionals for attending to the Preceptorship Class(es).

4. CONFIDENTIALITY

- 4.1 During the term of this Preceptorship Agreement and any Work Orders for five (5) years thereafter, the Institution will treat all proprietary information received from Novartis or its

affiliates or is otherwise obtained in connection with this Preceptorship Agreement and any Work Orders ("**Information**") as confidential. The Institution shall not disclose any Information to any third party without Novartis' prior written consent and shall not use any Information for any purpose other than performance of this Preceptorship Agreement and all Work Orders.

4.2 The obligations in this section shall not apply to any Information which the Institution is able to demonstrate: (a) is or becomes known to the public through no breach of any obligations by the Institution; (b) is disclosed to the Institution by a third party who is entitled to disclose it without breaching a confidentiality obligation; (c) was known to, or otherwise in the possession of, the Institution prior to the time of disclosure by or on behalf of Novartis or its affiliates; or (d) is developed by the Institution independently of any information disclosed by or on behalf of Novartis or its affiliates.

4.3 The Institution may disclose Information required to be disclosed by law or court order; provided however that the Institution shall provide Novartis prompt written notice of such requirement so that Novartis may seek a protective order or other remedy to prevent or limit such disclosure and that the Institution shall only disclose that portion of the Information that it is required to disclose in the reasonable opinion of its legal advisor.

5. DOCUMENT RETENTION

5.1 Promptly after the termination or expiration of this Preceptorship Agreement, each Party shall furnish to the other Party any and all copies (in whatever form or medium) of all such Information then its possession and destroy any and all additional copies and electronic records.

6. TERM; TERMINATION

6.1 This Preceptorship Agreement shall become effective on the Effective Date and shall remain in effect for 1 (one) year unless earlier terminated earlier in accordance with the paragraphs below. If Preceptorship Classes under this Preceptorship Agreement are still being carried out on the expiry date, this Preceptorship Agreement will remain in effect until such Preceptorship Class are completed. This Preceptorship Agreement shall be extendable or renewable upon terms and conditions as written agreed upon by the Parties.

6.2 This Preceptorship Agreement and any Work Order hereunder may be terminated by Novartis in the event that a Lead Preceptor leaves the Institution.

6.3 This Preceptorship Agreement may also be terminated by Novartis by giving prior written notice to the Institution of at least thirty (30) days.

6.4 Either Party may terminate this Preceptorship Agreement immediately at any time by written notice, and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Preceptorship Agreement, if the other Party is in breach of any of its obligations under this Preceptorship Agreement or any relevant Work Order and fails or is unable to remedy such breach without undue delay after receipt of notice in writing specifying the breach.

6.5 Upon termination or expiration of this Preceptorship Agreement all outstanding rights and obligations between the Parties arising from or in connection with this Preceptorship Agreement shall immediately terminate, except for the following which survive such termination:

- (a) any obligation that matured prior to the effective date of the termination or expiration unless agreed otherwise in this Preceptorship Agreement and/or the specific Work Order;

- (b) Confidentiality and Indemnification Sections;
- (c) Section 1 (Definitions and interpretation); and
- (d) Section 16.2 (Applicable law and venue).

6.6 Termination shall be without prejudice to any claim or right of action of either Party against the other Party for any prior breach of this Preceptorship Agreement and/or any specific Work Order.

7. REPRESENTATIONS

7.1 The Institution represents, acknowledges and agrees that

- (a) it has no obligation to any third party which might conflict with its obligations under this Preceptorship Agreement and any Work Order;
- (b) it has provided all required notifications and received all required approvals to establish the Preceptorship Program and Preceptorship Class(es) under this Preceptorship Agreement and all applicable Work Orders;
- (c) it is not receiving any financial compensation from Novartis in exchange for any explicit or implicit agreement to purchase, prescribe, or provide favorable status for any of Novartis' products;
- (d) there is no conflict of applicable anti-bribery or anti-corruption laws in carrying out the Preceptorship Program and the Preceptorship Classes and the Institution must notify Novartis immediately if a conflict arises during the term of this Preceptorship Agreement;
- (e) it meets the high standards criteria as outlined in **Annex I** and shall continue to meet this criteria during the term of this Preceptorship Agreement and any and all applicable Work Orders.
- (f) in performing the Preceptorship Program and the Preceptorship Class(es), Institution is acting independently of Novartis; and
- (g) the Preceptorship Program and the Preceptorship Class are free from any undue influence or bias from Novartis.

7.2 Both Parties agree to make all disclosures and/or notifications as may be required in connection with entering into, performing, or receiving compensation under, this Preceptorship Agreement and any Work Order, and the Institution shall follow all applicable laws, regulations and procedures in this respect, including those relating to the Institution's professional relationships with decision-making authorities or bodies (if any), such as, for instance, recusal from any votes, discussions or recommendations regarding investigational or marketed products of Novartis.

7.3 If the Institution seeks to obtain accreditation for any Preceptorship Class, the Institution shall disclose to the accreditation agency that Novartis has solely funded the Preceptorship Program.

8. INDEMNIFICATION

8.1 Where permitted by law, Institution agrees to indemnify, defend and hold Novartis (including all its affiliates, officers, directors, employees, contractors and agents) harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs and expenses, including attorneys' fees (collectively, the "**Claims**"), arising out of, incident

to, or resulting from performance of any Preceptorship Program and any Preceptorship Class by the Institution, or from the breach by the Institution of any of its warranties, representations, covenants and obligations, except to the extent that such Claims were caused by the gross negligence or willful misconduct of Novartis.

9. INSURANCE

- 9.1 It is Institution's sole responsibility to ensure that it has adequate insurance in relation to the Preceptorship Program.

10. MATERIALS FOR THE PRECEPTORSHIP CLASS(ES)

- 10.1 The Institution shall provide meeting materials to all participants such as course booklets that could include course slides, treatment guidelines, examples of patient cases from the physicians and hands on experience with patients, and protocols and/or pro-formas from the medical institutions.

11. FEEDBACK

- 11.1 The Institution shall be responsible for gathering all feedback and comments from the attendees to these Preceptorship Classes and shall share them with Novartis within 30 days from receipt. The Institution must ensure to have all rights and applicable consents to obtain these feedback and comments and to share them with Novartis.

12. LOGISTICS

- 12.1 The Institution must ensure that all arrangements made for logistics management related to or in connection with any of the Preceptorship Classes are in line with current local thresholds or our Novartis standards in case they are more stringent.
- 12.2 If the Institution subcontracts to a third party for logistics management related to or in connection with any of the Programs, the subcontracted party shall adhere to the same standards and same provisions as set out in this Preceptorship Agreement and any relevant Work Order.

13. RIGH TO MONITOR

- 13.1 Upon prior written notice, Novartis or its designee, shall be permitted access to any Facilities of the Institution or at which the Preceptorship Classes are being conducted and to the data and records maintained by Institution with respect to the Preceptorship Program for the purposes of verifying compliance with the provisions of this Preceptorship Agreement and any applicable Work Order.

14. INSTITUTION CONTACT

- 14.1 The Institution acknowledges that [REDACTED] has been designated as the contact person for the Institution with respect to any matter arising in connection with this Preceptorship Agreement.

15. INFORMATION ABOUT AIFP TRANSPARENCY REQUIREMENTS

- 15.1 Novartis is committed to comply with the AIFP HCP/HCO Disclosure Code ("**Code**") and related transparency obligations. According to the Code, pharmaceutical companies are required to publicly disclose transfers of value it makes, directly or indirectly, to or for the benefit of a Health Care Professional ("**HCP**") or a Health Care Organization ("**HCO**") related to the following categories: fees for service and consultancy and related expenses, contributions to costs related to events (e.g. registration fees, travel and accommodation etc.) and, in the case of HCOs only, donations and grants to HCOs ("**Transfers of Value**").

- 15.2 Institution's name, together with the Transfers of Value that the Institution receives from Novartis or its affiliate, will be publicly disclosed in the country where Institution has its primary place of practice or place of incorporation. Such publication will be in a manner consistent with the Code as transposed in the Czech Republic and its applicable laws and regulations. Any Transfers of Value for research and development will be disclosed on an anonymous basis.
- 15.3 This public disclosure will be made on an annual basis for a full calendar year on the public website of the Novartis affiliate in Institution's country and/or on a central platform.
- 15.4 The information contained in this Section is for Institution's information only, and not a request for consent to disclose any personal information. Any consent for disclosure, if required in Institution's country, will be requested separately according to the Code as transposed in Institution's country and according to such country's applicable laws and regulations.

16. MISCELLANEOUS

- 16.1 **Publication** of the Preceptorship Agreement in accordance with Act No. 340/2015 Coll., on Contract Register. The Parties acknowledge that this Preceptorship Agreement might be subject to publishing pursuant to Act. No. 340/2015 Coll, (the Act on Contract Register) (hereinafter the "Act"). The Parties have agreed that publication of this Agreement in the Contract Register pursuant to Section 5 par. 1 of this Act, if applicable, shall be performed by Novartis without undue delay, however not later than 30 days after the Effective Date. Novartis will deliver a confirmation of the publication in the Register to the Institution. The Parties understand that the information constituting trade secret of Parties and other information that is not subject to disclosure, is redacted before the Agreement is sent for publication. Therefore, the Parties agree that before publication Novartis shall ensure protection of personal data (including given name, surname, any type of ID numbers, birthdates, addresses, telephone, bank accounts, etc.) of any individual referred to in the Preceptorship Agreement.
- 16.2 **Applicable law, Venue.** This Preceptorship Agreement shall be construed in accordance with, and governed by, the laws of the Czech Republic, without regard to the conflicts of law provisions. Any dispute arising out of or in connection with this Preceptorship Agreement shall be submitted exclusively to the competent courts of the Czech Republic without restricting any rights of appeal.
- 16.3 **Entire Agreement.** This Preceptorship Agreement constitutes the entire understanding between the Parties with respect to its subject matter and shall supersede any other prior arrangements.
- 16.4 **Modification.** No modification of this Preceptorship Agreement and/or Work Order shall be binding upon either Party unless made in writing and signed by both Parties.
- 16.5 **Waivers.** Neither Party shall be deemed to have waived its rights under this Preceptorship Agreement and any applicable Work Order unless such waiver is in writing and signed by such Party and such waiver by one Party of a breach of any provision of this Preceptorship Agreement and any applicable Work Order by the other Party shall not be deemed to be a waiver of any subsequent or continuing breach of such provision or of the breach of any other provision of this Preceptorship Agreement and any applicable Work Order by that other Party. Any delay or omission on the part of any Party in the exercise of its strict rights hereunder will not impair those rights nor will it constitute a renunciation or waiver of those rights. All rights, remedies, undertakings, obligations and agreements contained in this Preceptorship Agreement and any applicable Work Order shall be cumulative, and none of them shall be a limitation of any other right, remedy, undertaking, obligation, or agreement of any of the Parties.

- 16.6 **Assignment.** Neither Party may assign its rights and obligations under this Preceptorship Agreement or any applicable Work Order without the other Party's prior written consent, except that Novartis may without Institution's prior consent:
- (a) assign its rights and obligations under this Preceptorship Agreement or any applicable Work Order or any part thereof to one or more of its affiliates; or
 - (b) assign this Preceptorship Agreement or any applicable Work Order in its entirety to a successor to all or substantially all of its business or assets to which this Preceptorship Agreement and any applicable Work Order relate.
- 16.7 Any permitted assignee will assume all obligations of its assignor under this Preceptorship Agreement and any applicable Work Order (or related to the assigned portion in case of a partial assignment). Any attempted assignment in contravention of the foregoing will be void. Subject to the terms of this Preceptorship Agreement, this Preceptorship Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 16.8 **Conflicting obligations.** The Parties covenant and represent that each of them has full right and authority to enter into this Preceptorship Agreement and any applicable Work Order and to accept all the obligations under this Preceptorship Agreement and any applicable Work Order, that they have no obligations with any third party which might be in conflict with their obligations under this Preceptorship Agreement and any applicable Work Order, and that they will during the term of this Preceptorship Agreement and any applicable Work Order not enter into such obligations without the prior written consent of the other Party.
- 16.9 **Annexes.** All annexes to this Preceptorship Agreement shall form an integral part of this Preceptorship Agreement. With regard to any conflict between the terms of such annexes and the terms of this Preceptorship Agreement, this Preceptorship Agreement shall prevail.
- 16.10 **Severability.** In the event any provision of this Preceptorship Agreement and/or any applicable Work Order is held to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Preceptorship Agreement and/or any applicable Work Order otherwise remains in full force and effect.
- 16.11 **Counterparts.** This Preceptorship Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 16.12 **Notices.** Any notice required or authorized to be served hereunder shall be deemed to have been properly served if delivered by hand, or sent by registered or certified mail, or sent by facsimile transmission or electronic mail confirmed by registered or certified mail, to the Party to be served at the address specified by such Party for that purpose, or, if no such address is specified, at the address given at the head of this Preceptorship Agreement. Notices sent by post shall be deemed to have been delivered within seven days after the date of posting. Notices sent by facsimile or electronic mail shall be deemed to have been delivered within 24 hours of the time of transmission.
- 16.13 **Headings.** Headings in this Preceptorship Agreement are included for ease of reference only and have no legal effect.

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Preceptorship Agreement to be executed by their duly authorized representatives.

Novartis s.r.o.

By: _____

Name: _____

Title: Chief Scientific Officer CZ

By: _____

Name: Ing. Anetta Gergelová

Title: Head of Human Resources

**Univerzita Palackého v Olomouci, Fakulta
tělesné kultury**

By: _____

Name: doc. PhDr. Zbyněk Svozil, Ph.D.

Title: Dean

PRECEPTORSHIP AGREEMENT

WORK ORDER

This Work Order is entered into as of 6.3. 2017 ("**Effective Date**") between Novartis s.r.o., located at Gemini, B building, Na Pankráci 1724/129, 140 00 Prague 4, ID No.: 64575977, registered in the Commercial Register administered by the Municipal Court in Prague, under File No. C 41352, represented by Ing. Anetta Gergelová and by Gali Lesuisse ("**Novartis**") and Univerzita Palackého v Olomouci, Fakulta tělesné kultury, located at třída Míru 117, 771 11 Olomouc, ID No.: 61989592, represented by doc. PhDr. Zbyněk Svozil, Ph.D., Dean of the Faculty ("**Institution**").

Hereinafter, Novartis and the Institution shall be jointly referred as the "**Parties**" and each of them separately as a "**Party**".

RECITALS

WHEREAS, Novartis and Institution entered into a Preceptorship Agreement dated (6.3.2017) to establish a Preceptorship Program in the field of pulmonary rehabilitation in the time period from **31st March to 1st April 2017**.

NOW THEREFORE, the Parties agree as follows:

CLAUSES

1. INCORPORATION

1.1 Upon execution, this Work Order shall be incorporated into the Preceptorship Agreement. All other terms and conditions of the Preceptorship Agreement remain in full force and effect. All terms not defined herein shall have the meaning given in the Preceptorship Agreement.

2. SCOPE OF THE WORK ORDER AND DATE OF PRECEPTORSHIP CLASS

2.1 The Institution agrees to design and conduct the Preceptorship Class(es) described in this Work Order under the academic leadership of [REDACTED] in the time period from **31st March to 1st April 2017**. Preceptorship class is a two day event held in the Facilities.

3. OBJECTIVES OF THE PRECEPTORSHIP CLASS(ES)

3.1 The Parties agree that the Preceptorship Class(es) shall have the following objectives:

- Preceptorship class will give attendees the opportunity to see firsthand examples of best practice and:
- (i) To increase understanding of importance of pulmonary rehabilitation in respiratory diseases;
- (ii) To improve diagnosis, identification of specific patient subtypes, and provision of patient-tailored therapy.

4. FUNDING FOR THE PRECEPTORSHIP CLASS(ES)

4.1 In order to fund the Preceptorship Class(es), Novartis agrees to pay to the Institution a fixed amount of CZK 114 398 per Preceptorship Class plus VAT if applicable ("**Preceptorship Class Fee**").

- 4.2 Unless agreed otherwise, the Preceptorship Class Fee is the maximum amount of Funding payable by Novartis to Institution under this Work Order.
- 4.3 Except as specified in the Preceptorship Agreement and in this Work Order, the Institution shall receive no other payment from Novartis for or in connection with the Preceptorship Classes.
- 4.4 The Institution warrants and represents that it shall run each Preceptorship Class in accordance with the budget attached as Annex 1 to this Work Order.

5. INVOICING AND PAYMENT

- 5.1 Upon completion of each Preceptorship Class, the Institution shall send an invoice to:

Novartis s.r.o., Praha 4 - Nusle, Na Pankráci 1724/129, PSČ 14000, with a copy to the attention of the Novartis contact person [REDACTED] or such person as may be designated by Novartis.

- 5.2 The invoice must contain: (i) the Institution's name and address; (ii) Novartis' internal code: 3002560153; (iii) the amount invoiced; (iv) Novartis VAT number CZ64575977 and the Institution's VAT number CZ61989592; and (v) the Institution's bank account information.
- 5.3 Novartis shall pay all undisputed amounts within sixty (60) days following receipt of the invoice.

6. LOCATION OF THE PRECEPTORSHIP CLASS(ES)

- 6.1 The Parties agree that the Preceptorship Class(es) shall take place at Univerzita Palackého v Olomouci, Fakulta tělesné kultury, address: třída Míru 117, 771 11 Olomouc and at Clarion Congress Hotel Olomouc; Jeremenkova 36, 779 00 Olomouc, Czech Republic.

7. NUMBER OF ATTENDEES AND AGENDA OF THE PRECEPTORSHIP CLASS

- 7.1 The Institution shall reserve [35] slots to Novartis for the Preceptorship Class(es) - the anticipated number of attendees is 30 (thirty) HCPs and 5 (five) employees of Novartis.

Agenda of the Preceptorship Class shall be provided by the Institution and it shall constitute Annex I of the Preceptorship Agreement.

8. TERM AND TERMINATION

- 8.1 This Work Order shall become effective on the Effective Date and shall remain in effect for 1 (one) years unless earlier terminated earlier in accordance with the paragraphs below. If any Preceptorship Class under this Work Order is still being carried out on the expiry date, this Work Order and the applicable Preceptorship Agreement will remain in effect until such Preceptorship Class is completed.
- 8.2 This Work Order may also be terminated by Novartis by giving prior written notice to the Institution of at least thirty (30) days.
- 8.3 Either party may terminate this Work Order immediately at any time by written notice if the other party is in breach of any of its obligations under this Word Order or the relevant Preceptorship Agreement and fails or is unable to remedy such breach within thirty (30) days of receipt of notice in writing specifying the breach.
- 8.4 Upon the expiry or termination of this Preceptorship Agreement the Institution shall discontinue the Preceptorship Class(es) in the most cost effective manner possible.

8.5 Upon termination or expiration of this Preceptorship Agreement all outstanding rights and obligations between the Parties arising from or in connection with this Framework shall immediately terminate, except for the following which survive such termination:

- (a) any obligation that matured prior to the effective date of the termination or expiration unless agreed otherwise in this Work Order;
- (b) any other provision which, by its terms, is understood to survive the termination or expiration of the relevant Preceptorship Agreement and this Work Order.

8.6 Termination shall be without prejudice to any claim or right of action of either Party against the other Party for any prior breach of this Work Order and/or the Preceptorship Agreement.

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Work Order to be executed by their duly authorized representatives.

Novartis s.r.o.

By: _____ 14.3.2012
Name: _____
Title: Chief Scientific Officer CZ

By: _____ 14.3.2012
Name: Ing. Anetta Gergelová
Title: Head of Human Resources

Univerzita Palackého v Olomouci, Fakulta tělesné kultury

By: _____
Name: doc. PhDr. Zbyněk Svozil, Ph.D.
Title: Dean



ANNEX I

Preceptorship Classes

I. Title

Respiratory Preceptorship. Breathing in health and disease: Non-pharmacological methods to support breathing pattern

II. General Description

Respiratory Preceptorship will be a 2 day event held in Olomouc at Faculty of Physical Culture, Palacký University Olomouc, třída Míru 117, 771 11 Olomouc and Clarion Congress Hotel Olomouc; Jeremenkova 36, 779 00 Olomouc, Czech Republic. Topics are focused on gaining master skills in pulmonary rehabilitation. Preceptorship is organized to educate physicians about pulmonary rehabilitation for a maximum of 30 medical experts from Central and East European (CEE) cluster. It is necessary for delegates to travel to Czech Republic to attend this meeting as the meeting will take place at a Pulmonary rehabilitation centre of excellence and will give attendees the opportunity to see first-hand examples of best practice.

The agenda is developed by Pulmonary rehabilitation centre team. This meeting is supported by Novartis. Novartis has no input to the meeting content.

Learning Objectives:

To increase understanding of importance of pulmonary rehabilitation in respiratory diseases

To improve diagnosis, identification of specific patient subtypes, and provision of patient-tailored therapy

Number of classes: 1

Proposed dates for the Preceptorship Class: 31.3-1.4.2017

Others

III. Agenda

Faculty: [REDACTED]

March 31, 2017 – Clarion Congress Hotel Olomouc; Jeremenkova 36, 779 00 Olomouc, Czech Republic

| Time | Topic |
|-------------|---|
| 18:00-18:10 | Welcome and intro (Day 1) |
| 18:10-19:40 | Workshop 1: How to examine physical component of breathing - Assessment of breathing pattern - Assessment of chest expansion - Assessment of respiratory muscle strength - Spirometry - Assessment of the stabilizing function of the diaphragm |
| 19:40-20:00 | Q and A, wrap-up |

| Time | Topic |
|-------------|---|
| 08:30-09:00 | Welcome in application centre BALUO (Day 2) |
| 09:00-10:30 | Workshop 2: How to prescribe physical training according to results of clinical exercise testing – field walking tests? How to evaluate the breathing pattern during field walking tests? |
| 10:30-11:00 | Coffee break |
| 11:00-12:30 | Workshop 3: How to assess balance in patients with breathing disorders |
| 12:30-13:30 | Lunch |
| 13:30-15:45 | Workshop 4: How to influence breathing pattern and respiratory muscle strength in athletes? How to influence breathing pattern and respiratory muscle strength in patients with breathing disorders? How to influence a stabilizing and sphincter function of the diaphragm? |
| 15:45-16:15 | Q and A, wrap-up |

IV. Budget

Evidenční list zakázky

| | | | |
|--|---|----------------------------|------------|
| *Název zakázky: | Odborný workshop dýchání ve zdraví a nemoci | | |
| *Období plnění zakázky: | 31.3.-1.4.2017 | **Zdroj: | [REDACTED] |
| Číslo SPP (doplň ek. oddělení): | | ***Počet účastníků: | 30 |
| Číslo NS (doplň ek. oddělení): | | | |

Kalkulace předpokládaných nákladů

| Položka | Kč |
|--|----|
| 1. Ostatní náklady (součet položek 1.1. - 1.5.) | |
| 1.1. Spotřeba materiálu | |
| 1.2. Cestovné | |
| 1.3. Investice | |
| 1.4. Služby a subdodávky | |
| 1.5. Ostatní přímé náklady | |
| 2. Mzdové náklady celkem (součet položek 2.1. - 2.4.) | |
| 2.1. Mzdy a odměny | |
| 2.2. Dohody o pracovní činnosti | |
| 2.3. Dohody o provedení práce (bez pojištění do 10 tis. Kč) | |
| 2.4. Mzdové náhrady (% z položky 2.1.) | |
| 3. Sociální a zdravotní pojištění (% z položek 2.1. + 2.2. + 2.4.) | |
| 4. Tvorba sociálního fondu, úrazové pojištění (% z položek 2.1. + 2.4.) | |
| 5. Nepřímé (režijní) náklady fakulty (% z položek 1. + 2. + 3. + 4.) | |
| 6. Mezisoučet (součet položek 1. + 2. + 3. + 4. + 5.) | |
| 7. Minimální povinný zisk FTK (% z položky 6.) | |
| 8. Kalkulovaný zisk FTK (>= položce 7.) | |
| 9. Náklady celkem (bez DPH) | |
| 10. Náklady celkem (včetně DPH) | |

Kalkulace předpokládaných příjmů

| | |
|--|---|
| 11. Smluvní cena (dle smlouvy) bez DPH | |
| 12. Smluvní cena (dle smlouvy) včetně DPH | |
| 13. Ostatní smlouvy (darovací, o reklamě, apod.) včetně DPH | |
| 14. Ostatní příjmy (konferenční poplatky, vstupenky, apod.) včetně DPH | |
| 15. Příjmy celkem (s DPH 21%) | 0 |

Poplatek na účastníka (včetně DPH) 4,614

Schválený poplatek na účastníka (včetně DPH)

| Jméno | Datum | Podpis |
|-------|-------|--------|
|-------|-------|--------|

| | | | |
|---|--|--|--|
| Zpracoval: | | | |
| <i>Osoba oprávněná jednat ve věcech zakázky</i> | | | |
| Doporučil: | | | |
| <i>Vedoucí pracoviště - příkazce</i> | | | |
| Kontroloval: | | | |
| <i>Hlavní účetní</i> | | | |
| Schválil: | | | |
| <i>Tajemník - správce rozpočtu</i> | | | |

* - povinný údaj

** - Zdroj 19 - VZDĚLÁVÁNÍ OSTATNÍ, zisk 0 % (akreditované kurzy, licence, semináře, konference);

Zdroj 90 - DOPLŇKOVÁ ČINNOST, je stanoven minimální povinný % zisk (plesy, smluvní výzkum, ostatní akce); viz záložku Kontroly a nastavení

*** - vyplnit v případě semináře, konference