

Sponsorship Agreement

Party A: Elsevier Ltd. ("Elsevier") with its registered address at Elsevier Ltd., with offices at 125 London Wall, London, EC2Y 5AS, United Kingdom.

Party B:

Charles University, public university with its registered office at Ovocný trh 560/5, Prague 1,11
36, Czech Republic, ID Number: 00216208, represented by the Dean of the Faculty of
Mathematics and Physics with its address at Ke Karlovu 3, Praha 2, 121 16, Czech Republic, doc
RNDr. Mirko Rokyta, CSc.,
the Center for Discrete Mathematics, Theoretical Computer Science and Application (DIMATIA), legally represented by Computer Science Institute Faculty of Mathematics and Physics, Charles University, Prague, Czech Republic, as the organizer of Eurocomb and shelter organization for the
European Prize of Combinatorics.

PARTY A, through the *European Journal of Combinatorics* (the "Journal") and its Editorial Board Members, will engage with Party B with the aim to support the European Prize of Combinatorics, advance research in Combinatorics and Discrete Mathematics, and further increase awareness and activities in Combinatorics and Discrete Mathematics. Party A wishes to support Party B with a sponsorship of EUR 2,500 (exclusive of taxes) to be paid to Party B in August 2025, by bank transfer on the basis of invoice issued by Party B to Party A (the "Sponsorship"). The Sponsorship is intended for the European Prize of Combinatorics (the "Purpose"), which will be awarded during the <u>Eurocomb'25</u> Conference (the "Conference"), which will be held from 25th to 29th August, 2025 in Budapest, Hungary

PARTY B agrees to use the Sponsorship for the Purpose and to provide the following:

- The Journal and Elsevier logo, link and up to 50-word advertisement posted on the Conference website
- The Journal and Elsevier logo and up to 50-word advertisement included on the sponsor page of the Program Book, where applicable
- Opportunity to place the Journal and Elsevier banner in the sponsored area, where applicable
- Opportunity to place promotional materials in the sponsored area, where applicable
- The Journal and Elsevier name listed on the Conference Mobile App, where applicable
- Mentions on the Conference Twitter, Facebook and other social media accounts with potential to reach a large number of followers, where applicable
- Mentions during the Award Ceremony
- One (1) conference registration waiver should an Elsevier representative wish to attend the Conference. The Elsevier representative will commit to communicating their intention to attend the Conference before and by the registration closing date.

Grant of Rights

Party A shall own all rights in and to any materials supplied by Party A in connection with the Sponsorship whether print or electronic. Party A grants to Party B the non-exclusive right to use Party A's trade name, seal and trademarks, as designated by Party A, solely for the purpose of recognition as a Elsevier Limited 125 London Wall, London, EC2Y 5AS, United Kingdom



sponsor in promotional materials whether print or electronic, or via broadcast media, press releases or any other items related to the Sponsorship, subject to Party A's prior written approval. Party A's name and role as a sponsor shall be prominently disclosed and displayed in the said promotional materials. Party B shall obtain prior written permission from Party A for any use of Party A's seals or other trademarks, as well as trade name and description of Party A for any purpose other than the Sponsorship and Purpose contemplated in this Agreement. The trade name, seal and other identifying trademarks of Party A will continue to be owned by Party A.

Party B grants to Party A the right to indicate that Party A and Party B are associated in connection with the Purpose. Party B grants Party A the non-exclusive right to use Party B's trade name, seal, and trademarks and a profile of the Purpose on Party A's website and in promotional materials whether print or electronic or via broadcast media, press releases or any other items related to the Purpose. Party A may use the name and description of Party B and may also mention its sponsorship or collaboration with Party B in connection with its promotion and advertising of the Purpose. The trade name, seal and other identifying trademarks of Party B will continue to be owned by Party B.

Representations & Warranties

Party B represents and warrants that Party B's acceptance of the Sponsorship and performance under this Agreement does not contravene any applicable policies, rules, laws and regulations, including those pertaining to anti-bribery, gifting, conflicts of interests and outside compensation, and that acceptance of the Sponsorship will not influence any decisions that Party B might make with respect to awarding business to Party A. For the avoidance of doubt, this offer is void where prohibited by law or Party B's employer and is not available to any elected or appointed official or employees of any government entity, without prior written approval allowing Party B to accept the Sponsorship, signed on behalf of the government office or entity that employs Party B.

Party B represents and warrants that any use of its trade name, seal, and trademarks hereunder will not infringe any copyright, trademark, moral or other right of any third party.

Compliance with Laws.

Each party agrees to comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (collectively, "Applicable Laws") relating to its duties, obligations and performance under this Agreement and Applicable Laws prohibiting bribery and fostering transparency, including, without limitation the US Foreign Corrupt Practices Act, the UK Bribery Act and the US Physician Payment Sunshine Act and those other laws enforced in the country where business is being conducted and/or the party's place of business or residency. Each party agrees to engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly "Government Official"). Neither party nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies, gifts or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the other party or any affiliate of the other party for personal gain (any such act, a "Prohibited Payment"). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract provided that such payments are permissible under the Applicable Laws.



Indemnity

Party B acknowledges that Party A is only a sponsor of the Sponsorship and agrees to hold harmless and indemnify Party A, its affiliates, and their directors, officers, employees and agents (each an "Indemnified Party"), from and against any and all costs, claims, losses, damages, and expenses incurred by an Indemnified Party arising out of or associated with the Sponsorship.

Relationship

Nothing in this Agreement shall be deemed to create any employer/employee, agency, fiduciary, joint venture or other similar relationship between the parties.

Confidentiality

Party A and Party B shall each maintain all of the other party's Confidential Information (as defined herein) in strict confidence, will not disclose any Confidential Information to any third party other than as necessary to perform the obligations set forth in this Agreement, and will protect such information with the same degree of care that such party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. For the purposes of this Agreement, "Confidential Information" means any business, financial, operational, customer, vendor and other information disclosed by one party to the other and not generally known by or disclosed to the public or known to the receiving party solely by reason of the negotiation or performance of this Agreement, and shall include, without limitation, the terms of this Agreement.

Term

This Agreement shall come into effect on the Effective Date and shall conclude on 29th August 2025.

Termination

- (a) Except as otherwise provided in this Agreement, either party may terminate this Agreement prior to the expiration of its Term if the other party fails to perform any of its material obligations hereunder or is in material breach of any of its representations, warranties or covenants contained herein, provided that the non-breaching party has provided written notice of such breach and the breach is not then cured within thirty (30) days. In the event of termination for material breach by Party B, Elsevier shall be entitled to a refund for any payments already made.
- (b) Either party may terminate this Agreement upon written notice in the event the other is insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of creditors.
- (c) If the Purpose of the Sponsorship is not carried forward by Party B for any reason, or is cancelled before completion, the parties shall not be obligated to any further performance under this Agreement and the rights and obligations granted hereunder shall terminate with effect from the date on which Party B officially announces that the Purpose will not continue or is cancelled before completion. In such event Party A shall not be required to make any further payments to Party B and shall be entitled to a refund for any payment already made.
- (d) Party A may terminate this Agreement on written notice in the event Party B commits a criminal act or otherwise acts in a manner likely to bring Party A into disrepute. In such event, Party A shall not be required to make any further payments to Party B and shall be entitled to a refund for any payments already made.

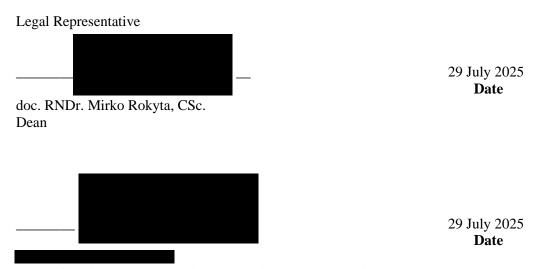


(e) Party A expects that Party B will treat Party A's employees and all other stakeholders who work on the Purpose with respect and professionalism. Accordingly, if Party A learns that Party B has engaged in conduct with regards to any employee of Party A or other stakeholders of Party A, in its sole discretion, considers to be bullying, disrespectful, inappropriate or unprofessional (including, but not limited to, by using language or behaving in a way that is discriminatory or abusive), Party A will notify Party B as having engaged in such conduct of the situation. If, in its sole discretion, Party A determines that immediate and sustained improvement is not seen or the behaviour is so egregious that it would be unreasonable to subject any of the Party A's employees or other stakeholders to any further interaction with the Party B, Party A shall be entitled to terminate this Agreement with respect to Party B on written notice. For the purposes of this section "Party A's employees" include employees of Party A's affiliates.

ACCEPTED AND AGREED:



Party B: Faculty of Mathematics and Physics, Charles University



Center for Discrete Mathematics, Theoretical Computer Science and Applications (DIMATIA)



Certifikát dokončení

ID obálky: 21099EA4-8BC6-4492-857F-1E5FC428C688

Stav: Dokončeno

Původce obálky:

Předmět: Complete con Docusign: YEUJC_Sponsorship Agreement_Charles University_29July2025.docx

Obálka zdroje:

Stránky dokumentu: 4 Podpisy: 3 Stránky certifikátu: 2 Iniciály: 0

Časové pásmo: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna

Anabel Hernández Radarweg 29

AutoNav: Povoleno Razítkování ID obálky: Povoleno

Amsterdam, Noord-Holland 1043NX

Sledování záznamu

Publishing Director

Majitel: Stav: Originál Lokace: DocuSign

01-srp-25 | 07:41

Podpis

Události podepisující osoby

Dokončeno

Odesláno: 01-srp-25 | 07:43

Časová známka

Zobrazeno: 01-srp-25 | 08:19 Podepsáno: 01-srp-25 | 08:20 Úroveň zabezpečení: E-mail, Ověření účtu (žádné)

Informace o elektronickém záznamu a podpisu:

Není nabízeno v rámci služby Docusign

Odesláno: 01-srp-25 | 08:20 Dokončeno Zobrazeno: 01-srp-25 | 10:25

Úroveň zabezpečení: E-mail, Ověření účtu (žádné)

Podepsáno: 01-srp-25 | 10:28

Informace o elektronickém záznamu a podpisu:

Není nabízeno v rámci služby Docusign

Odesláno: 01-srp-25 | 10:28 Zobrazeno: 01-srp-25 | 10:28 **Publishing Director** Podepsáno: 01-srp-25 | 10:28

Úroveň zabezpečení: E-mail, Ověření účtu (žádné) Přijetí podpisu: Předem vybraný styl

Informace o elektronickém záznamu a podpisu:

Není nabízeno v rámci služby Docusign

Odesláno: 01-srp-25 | 10:28 Zobrazeno: 04-srp-25 | 10:04 Úroveň zabezpečení: E-mail, Ověření účtu (žádné) Podepsáno: 04-srp-25 | 18:41

Přijetí podpisu: Předem vybraný styl

Informace o elektronickém záznamu a podpisu:

Není nabízeno v rámci služby Docusign

Události podepisující osoby **Podpis** Časová známka Odesláno: 04-srp-25 | 18:41 Zobrazeno: 05-srp-25 | 13:35 Podepsáno: 05-srp-25 | 13:37 Úroveň zabezpečení: E-mail, Ověření účtu (žádné) Přijetí podpisu: Předem vybraný styl Informace o elektronickém záznamu a podpisu: Není nabízeno v rámci služby Docusign **Podpis** Časová známka Události podepisující osoby s osobní účastí Stav Časová známka Události doručení editora Stav Časová známka Události doručení agenta Časová známka Události doručení zprostředkovatele Stav Události certifikovaného doručení Stav Časová známka Události kopie Stav Časová známka Odesláno: 05-srp-25 | 13:37 Zkopírováno Úroveň zabezpečení: E-mail, Ověření účtu (žádné) Informace o elektronickém záznamu a podpisu: Není nabízeno v rámci služby Docusign **Podpis** Časová známka Události svědka

Časová známka

Časové známky

01-srp-25 | 07:43

05-srp-25 | 13:35

05-srp-25 | 13:37 05-srp-25 | 13:37

Časové známky

Podpis

S algoritmem hash/šifrováno

Zabezpečení zkontrolováno

Zabezpečení zkontrolováno

Zabezpečení zkontrolováno

Stav

Stav

Události notáře

Obálka odeslána

Dokončeno

Certifikováno a doručeno

Podepisování dokončeno

Platební události

Události souhrnu obálky