



LC 130-0042

V. s. 131/02/404
UK-1LF1X6/16763



Charles University
a public university pursuant to Law No. 111/1998 Coll.,
on universities, as amended,
not registering in the Commercial Register
Located at Ovocný trh 560/5, 116 36 Praha 1
Data box: piyj9b4
ID: 0021620E
Tax ID: CZ0021620E
Regarding its part: First Faculty of Medicine
Contact address: Kateřinská 32, 121 08 Praha 2
(hereinafter referred to as "Recipient")

Prague, November 7, 2017

LETTER AGREEMENT FOR PROVISION OF AN EDUCATIONAL GRANT

Dear

Celgene s.r.o., a company duly organized and existing under the laws of the Czech Republic, and whose registered office is at Prague 4, Braník, Novodvorská 994/138, Postal Code 142 00, Id. No. 281 72 26 1, VAT No. CZ28172264, registered in the Commercial Register kept with the Municipal Court in Prague 4, Section C, File 130442, Data box: 72gvb9f (hereinafter referred to as "**Celgene**"), is pleased to inform you that it has decided to award Recipient with an educational grant in the total amount of five hundred thousand Czech Crowns (CZK 500,000.00) (the "**Grant**") in order to support the development and performance of an independent medical educational activity entitled "**G3 Symposium**" including several sessions to be organized between November 2017 and June 2018 in the First Faculty of Medicine of Charles University, Prague, Czech Republic (hereinafter the "**Program**"), the description of which is attached to this Letter Agreement as **Appendix 1**, according to your request dated October 13, 2017 (the "**Request**") attached to this Grant Letter Agreement (the "**Agreement**") as **Appendix 2** and incorporated herein.

The Grant is subject to the following terms and conditions:

1. The Grant is provided to support a scientific and educational activity for healthcare professionals independently developed and managed by Recipient as further described in the Request and under this Agreement. The Program will not promote Celgene products, directly or indirectly. Recipient has the sole responsibility for and control over the selection of content of the Program, faculty, educational methods, materials and venues of the Program and will make every effort to ensure that any data regarding



Celgene products (or competing products) are objectively selected and presented in the Program, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments. In case any discussion of unapproved or off-label uses of any products of Celgene, it must be disclosed to the audience as such.

2 The Grant is provided to support the Program based on Recipient's proposed budget reflecting Recipient's good faith estimate of the direct costs of the Program and shall be used by Recipient exclusively for expenses directly related to the Program. The Recipient is responsible for due conduct of the Program in accordance with this Agreement.

3 Recipient shall ensure that Celgene's support will be appropriately disclosed to the relevant audience of the Program.

Recipient agrees to disclose Celgene's support on materials related to the Program, e.g. Program flyer for brochure. To this extent, for the recognition and acknowledgments noted, Celgene grants Recipient a non-exclusive, royalty-free license to use the name and logo of Celgene.

Recipient hereby further represents and warrants to Celgene that the name and logo of Celgene shall be utilized in a lawful manner, in a correct way and in compliance with the competition rules between commercial enterprises and, in general, in such way not to affect any third party, both individuals or legal entities.

4 This Grant is provided wholly without obligation to purchase, use, recommend, or arrange for the use of any product of Celgene or its affiliates, or on any business or other decisions Recipient has made or may make in the future relating to Celgene, its affiliates or to Celgene's products.

5 Payment(s) shall be made by Celgene within 60 days after receipt of a payment request / invoice to the following account:

ID No: 00216208,

TAX ID No: CZ00216208

Bank account No: IBAN: CZ 0000 0000

SWIFT:

Recipient hereby represents and warrants that the execution and performance of this Agreement does not contravene with any provisions of applicable laws, including applicable code of conducts and/or internal regulation of Recipient. The Recipient hereby represents and warrants that the Grant and the Program under this Agreement shall comply also with the applicable provisions of Code of Ethics of the Association of Innovative Pharmaceutical Industries (AIFP).

7 In case of breach even in part of the representations, warranties, obligations or prohibitions set forth in this Agreement, Celgene shall have the right to terminate this Agreement without notice and with



no further obligations or liability vis à vis Recipient, by registered mail containing the short indication of the factual circumstances constituting the breach and without prejudice to the obligation of Recipient to keep Celgene harmless and indemnified of any damages and costs deriving from such breach.

8 Anti-bribery compliance

Recipient is advised that Celgene is committed to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (the Anti-Bribery Laws), including but not limited to the US Foreign Corrupt Practices Act.

Recipient represents and warrants that it shall comply with the Anti-Bribery Laws, that apply to it.

Recipient is prohibited from offering or paying directly or indirectly anything of value to a government official or any other person, entity or institution covered under the Anti-Bribery laws in order to:

- (i) win or retain business for Celgene;
- (ii) improperly influence an act or decision that will benefit Celgene;
- (iii) gain an improper advantage for Celgene

Recipient undertakes to keep accurate and transparent records to reflect transactions and payments. Should Recipient breach or have any reason to believe that it might have breached this section, it shall inform Celgene immediately and in writing and cooperate with Celgene to investigate and document the facts.

Breach of this section is to be considered a material breach of this Agreement and Celgene will have the right to immediately terminate the Agreement, ex nunc.

9 The Parties will process all personal data received from the other Party, in accordance with applicable data protection laws.

Celgene will process any personal data received from Recipient for purposes linked to this agreement, to manage its relationship with the Recipient and to fulfill legal, regulatory and compliance requirements applicable to Celgene -including, without limitation, anti-bribery laws and regulations, industry codes of conduct, audit and reporting requirements and the maintenance of accounting and tax records-. Celgene may disclose Recipient's personal data to its worldwide affiliates and to any third party providing services to Celgene, for the purposes described herein and for storage purposes. In particular, Recipient authorizes the transfer of this data to countries that may offer less level of protection, including the United States of America. Except as set forth herein, the Recipient's personal data will be kept confidential. Should the Recipient wish to object the processing of personal data or to access or rectify the personal data, the Recipient may contact Celgene at Prague 4, Braník, Novodvorská 994/138, Postal Code 142 00. In the event Recipient is required to provide copies of resumes of its employees, agents, consultants and/or sub-contractors who will be taking part in the Project, Recipient will make every effort that can be reasonably expected to obtain the prior written consent of each individual for the disclosure of their respective personal data to Celgene



10 This Agreement shall be governed by, and construed in accordance with, the laws of the Czech Republic.

11. The Parties acknowledge that Recipient, as a public university and an entity under Art. 2 Par. 1 Letter e) of Act No. 340/2015 Coll., on Contract Register, as amended, is subject to the obligation to disclose any contracts it concludes in the contract register (hereinafter "Disclosure" or "Disclose"). The Parties state that this Agreement is subject to mandatory Disclosure. 1.LF UK pledges to Disclose the contents of this Agreement as well as to inform Celgene with no undue delay of the fact that the contents of this Agreement have been Disclosed. Information must be sent to Celgene's qualified databox. Parties declare that the confidential parts of the Agreement and its amendments will not be published in the Register of contracts.

SPECIAL CLAUSE FOR TRANSPARENCY DISCLOSURES

The European Federation of Pharmaceutical Industries and Associations (EFPIA) has agreed upon a code that requires publicly disclosing payments or transfers of value from pharmaceutical manufacturers to Healthcare Professionals (HCPs) and Healthcare Organizations (HCOs). This requirement has been implemented into the corresponding national codes (the "Transparency Codes")

Transfers of value include payments for services, donations in cash or in kind, reimbursement of expenses and sponsorships made to HCPs and HCOs,

You acknowledge that under applicable Transparency Codes, Celgene is obliged to document and publicly disclose information about the payments and other transfers of value provided to you, under this Agreement, by Celgene or by a third party on behalf of Celgene.

By signing this Agreement, you consent to Celgene and its affiliates to:

- 1) Collect, process and store your information, including your contact details, and the payments and transfers of value made to you under this Agreement.
- 2) Make public disclosures of such information in accordance with the Transparency Codes and applicable laws. Such disclosures may be made using any media (paper or electronic), web-site or platform, including an industry association's electronic platform. The information to be published will clearly identify you and the types of transfers of value you received from Celgene.
- 3) Disclose such information to pharmaceutical industry associations and/or competent authorities for compliance to the Transparency Codes and other applicable legislation.
- 4) Disclose such information to Celgene's affiliates and to any third party providing services to Celgene, who may be established in other countries, including the United States of America, for the purpose of storage, use and public disclosure and to comply with the Transparency Codes.

You may contact Celgene at any time to correct any mistakes or request deletion of information relating to you.

Accepted and agreed:

Celgene s.r.o.

Recipient

By:

By: _____

AREA

Name:

Title:

Title: D

Date:

Date:



Appendix 1 Program Description

2017-18 G3 Symposia - Genes, Genetics & Genomics

Page 1 of 1



FIRST FACULTY
OF MEDICINE
Charles University

Genes, Genetics & Genomics

2017 - 2018 G3 series

11.10.2017



The G3 symposia schedule (November 2017 - June 2018)

1) G3 Symposium dedicated to "Next-Genome RNA in Neurodegenerative Pathogenesis" is scheduled to be held in Brno on November 18 starting at 1 p.m. (UTC+1)

Dr. Petr Dabek (Jiřkovice, Department of Cell Biology and Biophysics, AVCR) - RNA-protein complexes in RNA-protein condensates & neuronal death

Dr. M. Michalová-Přehodová (ÚHK) - Cell signaling in RNA-protein condensates

Dr. Tereza Štěpánková (ÚHK) - RNA-protein condensates in neurodegeneration

2) G3 Symposium dedicated to "New strategies for targeting Myotonic Dystrophy" is scheduled to be held on March 15-16 or March 22-23 to be held in Olomouc and 1. Medical Faculty

3) G3 Symposium dedicated to "Protein-protein interactions in Myotonic Dystrophy" is scheduled to be held in Brno

Organizers:

Dr. Tereza Štěpánková & Dr. Kateřina Měšťková-Přehodová

1st Faculty of Medicine, Charles University & Institute of Hematology and Blood Transfusion (IHM)



ÚHK

BIOCEV

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<http://g3.lf1.cuni.cz/cv2018-g3-symposium>



Appendix 2

Request for Grant

CHARLES UNIVERSITY

1st Faculty of Medicine

BIOCEV Institute

Průmyslová 595, 252 20 Vestec, Czech Republic

Dear

CELGENE s.r.o.
Novodvorská 994/138
142 00 Praha 4 - Braník

YOUR LETTER OF OUR REF.NO.

PROCESSED BY/EXTENSION

DATE

13 October 2017

RE:

REQUEST

for financial support of "G3 Symposium" educational event

Dear director,

We kindly ask you for a financial support of a series of "G3 Symposium" educational events with international participation in the amount of CZK 500,000. This series of scientific conferences is dedicated to significant discoveries in haematology focusing on onco-haematology of myelodysplastic syndrome, multiple myeloma and chronic myeloid leukaemia.

The purpose of the meeting organized every year is education of members of professional public (clinical and experimental haematologists) and other cooperating expertise (participating within the diagnostics and research projects) from the General University Hospital (VFN), Institute of Haematology and Blood Transfusion (ÚHK), the 1st Faculty of Medicine, BIOCEV and the Academy of Science of the Czech Republic. The estimated **number of participants** at each of the mini-conferences is **at least 100**.

The event will take place in the lecture hall of BIOCEV (Průmyslová 595, Vestec) and the First Faculty of Medicine of Charles University (Na bojišti 3, Praha 2).

The estimated overall budget of the event: arranging participation of foreign lecturers (transport, accommodation, fees) CZK 300,000, assuring premises, technical equipment, printed materials, refreshment and other organizational costs CZK 200,000.

Topics and dates of individual mini-conferences (the first one of which includes a draft programme of lectures) are stated here: <http://g3.1f1.cuni.cz/en/2018-g3-symposium>.

171107 Univerzita Karlova. Educational Grant-116957



The program of individual conferences will be specified after confirmation of participation of foreign lecturers.

Basic data on the requestor:

1st Faculty of Medicine, Charles University

Kateřinská 32, Praha 2

ID No.: 00216208, TID: CZ00216208

Represented by:

Contact person:

BIOCEV, 1st Faculty of Medicine

Tel. NO.:



UNIVERZITA KARLOVA
1. lékařská fakulta
Ústav BIOCEV
Průmyslová 595, 252 50 Vestec, Česká republika

CELGENE s.r.o.,
Novodvorská 994/138
142 00 Praha 4 - Braník

VÁŠ DOPIS ZNAČKY/ZE DNE

NAŠE ZNAČKA

VYŘIZUJE/LINKA

DATUM

1

VĚC:

ŽÁDOST

O finanční podporu odborné vzdělávací akce „G3 Symposium“
V rámci konference G3 (Genes, Genetics, Genomics)

Vážený pane řediteli,

obracíme se na Vás s žádostí o finanční podporu série odborné vzdělávací akce „G3 Symposium“ s mezinárodní účastí ve výši 500 000,- Kč. Tato série vědeckých minikonferencí je věnována významným objevům v hematologii se zaměřením na onkohematologii myelodysplastického syndromu, mnohočetného myelomu a chronické myeloidní leukemie.

Účelem setkání, pořádaného každý rok, je edukace členů odborné veřejnosti (klinických a experimentálních hematologů) a dalších spolupracujících odborností (participujících v rámci diagnostiky a výzkumných projektů) z řad VFN, ÚHKT, I. LF, BIOCEV a Akademie věd ČR. Odhadovaný počet účastníků každé z minikonferencí je **nejméně 100**.

Akce budou probíhat v přednáškovém sále BIOCEV, (Průmyslová 595, Vestec) a I. LF UK (Na bojišti 3, Praha 2).

Předpokládaný celkový rozpočet akce: zajištění účasti zahraničních přednášejících (doprava, ubytování, honoráře) 300 000,- Kč, zajištění prostor, techniky, tiskových materiálů, občerstvení a ostatních organizačních nákladů 200 000,- Kč.

Témata a termíny jednotlivých minikonferencí (z nichž první je uvedena s předběžným programem přednášek) jsou uvedeny zde: <http://g3.1fl.cuni.cz/en/2018-g3-symposium>



www:

E-mail:

Tel.:



Program jednotlivých konferencí bude upřesňován podle potvrzení účasti zahraničních přednášejících.

Základní údaje o žadateli:

1. lékařská fakulta UK
Kateřinská 32, Praha 2
IČ: 002 1 6208, DIČ: CZ002 1 6208

Kontaktní osoba:

BIOCEV I.LF

www:

E-mail:

Tel.: