

Sponsorship agreement

between

Max Planck Society
for the Advancement of Science e.V.,

represented by the

Max Planck Institute of Immunobiology and Epigenetics

represented by the
Head of administration,
Mr. Gerd Kusserow

(hereinafter referred to as "**MPG**")

and

COMPANY

.....

.....

(hereinafter referred to as the "**Sponsor**")

Preamble

The MPG with its institutes is a non-profit organization financed primarily by public funds and has the statutory task of promoting science and research. Activities within the meaning of the agreement are those which the MPI of the MPG performs within the scope of the statutory purpose, in particular also within the scope of its own presentation, and for which no or only insufficient funds are available from the basic public funding. This agreement ensures the transparency of sponsoring services and preserves the integrity and neutrality of the MPG as a recipient of public funding.

§ 1

SUBJECT MATTER OF THE CONTRACT

The MPI of Immunobiology and Epigenetics of the MPG is organizing the following event in the period from 04.- 06.12.2024: Epigenetics Meeting 2024. The subject of the contract is the support of the Epigenetics Meeting 2024 by the sponsor with the following contribution

§ 2

SERVICES PROVIDED BY MPG

The MPG's MPI of Immunobiology and Epigenetics authorizes the sponsor for the duration of the event to

- to present its company/product symbols on the event website, in the Abstract Book of the Epigenetics Meeting and on the monitors during the event or to be named as a sponsor by stating the company name (Sponsoring Package 1)
- to present its company/product symbols on the event website, in the Abstract Book of the Epigenetic Meeting and on the monitors during the event or to be named as a sponsor by stating the company name and to set up an information stand during the event (Sponsoring Package 2)

Excluded is advertising that:

- violates legal provisions;
- violates the reputation and dignity of the public administration and the state;
- is party-political in nature, in particular election advertising;
- offends common decency through its content or presentation;
- promotes the consumption of nicotine, alcohol and other addictive substances.

§ 3

BENEFITS OF THE SPONSOR

The sponsor shall grant MPG the benefits specified in § 2:

Payment of a one-off sum of EUR 3,000.00 (Sponsoring Package 1) or EUR 5,000.00 (Sponsoring Package 2) plus statutory VAT. In the event of a statutory change in the VAT rate, the additional or reduced amount must be compensated by the sponsor (service provider) or by MPG (service recipient).

The payment should be transferred to the following account of the MPG or the MPI Institute by [...]:

IBAN number:

BLZ or BIC:

Credit institution:

Paid benefits in accordance with Annex 1 with a value of EUR [..EUR] plus statutory VAT. The taxable benefit shall be assessed on the basis of the actual value of the benefit provided by the sponsor. The Sponsor shall transfer the VAT due to MPG's account by [...].

The MPG would like to point out that no donation receipt can be issued for donations under a taxable sponsorship agreement.

If costs are incurred for the performance of the aforementioned services, these shall be borne by the sponsor.

**§ 4
SEPARATION PRINCIPLE**

The contracting parties confirm that the conclusion of the contract does not have any influence on sales transactions, in particular procurement processes/pricing of MPG and that there are no expectations in this regard. Agreements on the indirect linking of performance and consideration are also excluded.

It is agreed between the contracting parties that MPG does not acquire any rights to the products/property, in particular copyrights and/or competition rights, through the use of the advertising material provided on, on or in products/property of the sponsor.

**§ 5
RESPONSIBILITY**

MPG is solely responsible for the organization of the event. MPG will comply with all necessary regulations and obtain permits.

MPG warrants that the conclusion and execution of this contract, including the collection of the monetary amount, do not violate any statutory or internal regulations of MPG and that the conclusion and execution of the contract do not constitute a breach of duty for MPG employees.

The sponsor will not interfere with the event.

The sponsor shall treat the rooms and objects provided with care and return them to MPG in proper condition (e.g. cleaning of the rooms)

The materials, images, software, media, etc. required for the agreed advertising measure shall be made available to MPG in good time at the sponsor's expense.

**§ 6
DISCLAIMER**

MPG shall not be liable beyond the provision of its owed service for the event actually taking place or for any failure to achieve the communicative objectives pursued by the sponsor in entering into the contract.

The sponsor shall indemnify MPG against any liability damage caused by defects in the material resources provided or by any hazards that may arise from these.

**§ 7
NO EXCLUSIVITY**

MPG is entitled to conclude contracts with other secondary sponsors of equal rank.

**§ 8
TERMINATION**

Each contracting party is entitled to terminate this contract without notice if the event cannot be held for any reason whatsoever.

The right to extraordinary termination of the contract for good cause remains unaffected.

Notice of termination must be given in writing.

§ 9
LEGAL CONSEQUENCES OF TERMINATION

In the event of termination without notice due to the behavior of a contractual partner, the return of services received is excluded, without prejudice to the right to possible claims for damages.

§ 10
DURATION OF CONTRACT

This agreement shall enter into force upon signature by both contracting parties on the date of the last signature.

This contract shall end upon termination or upon the end of the event without the need for an express declaration by the contracting parties.

§ 11
FINAL PROVISIONS

Should any provision of this agreement be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes as close as possible to what the parties would have intended if they had been aware of the invalidity of the provision. The same applies to any gaps in the contract.

Amendments or additions to this contract must be made in writing. No agreements on amendments have been made.

This contract contains the entire agreement between the parties. Verbal or written agreements made prior to the conclusion of this contract are hereby superseded.

The exclusive place of performance for claims arising from this agreement is [...]. The exclusive place of jurisdiction shall be [...]. German law shall apply exclusively.

MPG and Sponsor shall maintain absolute confidentiality regarding the content, scope and conditions of this agreement, even after the end of the contractual cooperation.

§ 11
Coming into force

This agreement comes into force upon signature.

[..place, date]

(Administrative management)
[..sponsor]

[..place, date]

Head of Administration
Max Planck Society
for the Advancement of Science e.V.