



EVENT SPONSORSHIP REQUEST

(for third-party educational events in Australia)

Use this form to request sponsorship from Gilead Sciences Pty Ltd for a future educational event (or event series) organised by a society, college, university or other healthcare professional organisation, to enhance medical knowledge and improve the quality use of medicines in Australia. If your request is approved, Gilead will receive the sponsorship benefit detailed below, and will otherwise have no input into the event's content, speakers, and attendees. Please email the completed form to your Gilead contact.

Organisation and event details

Organisation name	
Organisation ABN <i>If applicable</i>	
Name of event/s	
Number of event/s	
Proposed date/s of event/s	

Educational program

In accordance with the Medicines Australia Code of Conduct, please provide the following details so that Gilead can consider how the event's proposed educational program will enhance medical knowledge and improve quality use of medicines. The educational program should align with Gilead's therapy areas.

Topic/s or attach agenda <i>If specific topics are not yet confirmed, please provide an outline of the educational program</i>			
Event type <i>Eg. Masterclass, Symposium, Workshop, Meeting, Training program, Conference etc</i>			
Educational objective			
Speaker/s if known			
Anticipated number of attendees	Educational content duration in hours		
Profession of attendees	<input type="checkbox"/> Physician/Consultant	<input type="checkbox"/> S100 GP	<input type="checkbox"/> GP
	<input type="checkbox"/> Nurse	<input type="checkbox"/> Pharmacist	<input type="checkbox"/> Registrar
	<input type="checkbox"/> Other <i>Please specify, noting if any are not healthcare professionals</i>		

Venue

In accordance with the Medicines Australia Code of Conduct, please provide the following details so that Gilead can consider whether the venue's facilities are appropriate for educational events (e.g. private room with audiovisual facilities). Venues must not be chosen or used for leisure, sporting or recreational activities. Please list all relevant venues (eg, for a series of events).

Venue name	Location and website



Sponsorship amount and payment

Is this request for Gilead to be the only sponsor of the event/s?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "no", name the other sponsor/s here:
Request ONE of the following sponsorship payment models: <i>Gilead can pay the organisation named in this form (if it has an ABN) or can pay the venue (if Gilead staff will attend the event), but Gilead cannot pay an individual</i>		
Option 1: Payment from Gilead to the organisation named in this form (only available to organisations <i>with</i> an ABN)	Amount requested for Option 1: \$ <input type="checkbox"/> Including GST <input type="checkbox"/> Excluding GST	
Option 2: Payment from Gilead to the venue (available to organisations <i>with or without</i> an ABN, where Gilead staff will attend the event) <i>Gilead cannot pay for parking</i>	Food & beverage per person*	\$
	Food & beverage total <i>Based on anticipated number of attendees</i>	\$
	AV hire	\$
	Room hire	\$
	Total amount requested for Option 2	\$
		<input type="checkbox"/> Including GST <input type="checkbox"/> Excluding GST

* Under the Medicines Australia Code of Conduct, any hospitality must be moderate and reasonable as judged by local standards. Any hospitality must be secondary to the educational purpose of the event or meeting. In Australia, an appropriate amount (excluding tax and gratuities) for breakfast is AU\$50 and for lunch is AU\$65 (any higher amounts must be justified). The maximum amount for dinner is AU\$140 (excluding tax and gratuities).

Sponsorship benefit

In return for the requested sponsorship, Gilead will be acknowledged and receive the following benefits:	<input type="checkbox"/> Gilead staff attendance at the event <i>If you have selected payment Option 2 above, Gilead staff must attend</i>	<input type="checkbox"/> Gilead logo on event materials/website
	<input type="checkbox"/> Space for Gilead booth/stand	<input type="checkbox"/> Gilead presentation slot
	<input type="checkbox"/> Other <i>Please specify</i>	

Organisation's acceptance of attached Event Sponsorship Terms and Conditions

Organisation name			
Signature of authorised representative		Date	
Name of authorised representative		Role of authorised representative	
Email			
Address			

Gilead Sciences Pty Ltd complies with the *Privacy Act 1988* (Cth) to ensure that Personal Information is protected. Gilead handles Personal Information in accordance with Gilead's Privacy Policy (www.gilead.com.au/privacy-statement) and HCP Privacy Notice (www.gilead.com.au/healthcare-professional-privacy-notice) and by providing it to Gilead, individuals consent to Gilead using their Personal Information for the purposes they set out and any additional purposes notified by Gilead or agreed to by the individual. Gilead may also disclose Personal Information to its related bodies corporate/affiliates outside of Australia and New Zealand (a list of the countries in which Gilead has related bodies corporate can be found at www.gilead.com/global-operations), regulatory/ governmental authorities, third parties with whom Gilead contracts, external ethics and/or governance committees and external auditors, or as otherwise required by law. These parties may be located in the US and other countries outside of Australia and New Zealand, as set out in Gilead's Privacy Policy. For any queries about how Gilead handles Personal Information or to access or correct Personal Information held by Gilead, write to: Privacy Officer, Gilead Sciences Pty Ltd, Level 28, 385 Bourke Street, Melbourne Victoria 3000 or AU.Privacy@gilead.com. Gilead's Privacy Policy contains information on how to complain about breach of the *Privacy Act 1988* (Cth) and how Gilead will deal with such a complaint. If You do not provide the Personal Information requested in the Sponsorship Request, we may be unable to progress the Sponsorship Request or the Sponsorship.

EVENT SPONSORSHIP TERMS AND CONDITIONS

1. Sponsorship Terms

You must only submit a Sponsorship Request and accept the Sponsorship if You agree to these Sponsorship Terms. By submitting a Sponsorship Request or by accepting the Sponsorship, You agree to these Sponsorship Terms unless otherwise agreed in writing by Gilead and signed by the parties.

Gilead is unable to support all Sponsorship Requests received due to the volume of worthy requests. Gilead will only be bound by these Sponsorship Terms if Gilead issues You a Sponsorship Acceptance.

These Sponsorship Terms are additional to, and must be read with, Your Sponsorship Request and the Sponsorship Acceptance. These Sponsorship Terms apply from the date of the Sponsorship Acceptance until the completion of the Event. Clauses 8 to 16 survive termination or expiration of the Agreement.

2. Purpose of Sponsorship

Gilead agrees to provide You the Sponsorship set out in Your Sponsorship Acceptance solely for the Event, in exchange for You providing Gilead the Sponsorship Benefits. Your receipt of Sponsorship from Gilead will impose no obligation on You to promote or otherwise encourage the prescription, recommendation, purchase, supply, sale or administration of Gilead products. Gilead is not providing the Sponsorship to improperly influence, pay or provide benefits to any government official involved in the prescription, purchase or use of Gilead products.

3. Payment of Sponsorship Amount

If You have selected Option 1 in the "Sponsorship amount and payment" section of the Sponsorship Request, You will issue Gilead or its nominee an invoice for the Sponsorship amount in accordance with the Sponsorship Acceptance. The invoice must include Your ABN and the purchase order number issued to You by Gilead. Gilead or its nominee will pay the Sponsorship amount to Your nominated bank account or Your authorised third party's bank account within 30 days of receipt of a valid invoice.

If You have selected Option 2 in the "Sponsorship amount and payment" section of the Sponsorship Request, Gilead will arrange payment of the Sponsorship to the Event venue.

4. Sponsorship Benefits

The parties acknowledge and agree that the Sponsorship Benefits are commensurate with the Sponsorship amount.

Where the Sponsorship Benefits include the right for Gilead to provide branding or prepare materials for the Event, or present or display at the Event, Gilead will be responsible for compliance of such materials and activities.

To the extent required for the Sponsorship Benefits, You must allow Gilead and its authorised personnel reasonable access to the venue (eg, for attendance, a booth, a presentation etc).

Following completion of the Event, on request, You must provide Gilead evidence of the Sponsorship Benefit, for example a formal letter, photos, and copies of materials related to the Event.

5. Responsibility and Liability

Except for Gilead's materials or activities that are part of the Sponsorship Benefits, You are solely responsible and liable for all goods, services, permissions, contracts, insurance and other third parties relevant to the Event.

6. Educational content

You will independently determine the educational content, select the speakers and attendees for the Event. If requested by You, Gilead will reactively review any scientific materials about Gilead's products for medical accuracy.

7. Acknowledgement of Support

Gilead's Sponsorship must be acknowledged by You, made clear to attendees, and/or included in all relevant materials created by You for the Event using a Gilead Trade Mark (subject to clause 8(b) below) and the following words: **"Supported by Gilead Sciences Pty Ltd" or "Sponsored by Gilead Sciences Pty Ltd"**.

Your use of any other wording to acknowledge Gilead must be prior agreed in writing (including email) by Gilead.

8. Intellectual Property

Nothing in these Sponsorship Terms affects the pre-existing intellectual property rights of either party which will continue to be owned by the party contributing such rights.

Where the Event involves use of Gilead Trade marks:

- (a) Gilead grants You a non-exclusive, non-sub-licensable, royalty free licence to the Gilead Trade mark, solely for the purposes of, and solely to the extent necessary and for the limited time necessary for the Event; and
- (b) You must obtain Gilead's prior written approval for any materials which will be published using the Trade mark, so that Gilead can confirm these comply with Gilead's internal Trade mark use requirements.

Where the Sponsorship Benefits include use of Your Trade mark, You grant Gilead a non-exclusive, non-sub-licensable, royalty free licence to use Your Trade mark, solely for the purposes of, and solely to the extent necessary to utilise the Sponsorship Benefits for the limited time necessary for the Event.

9. Confidential Information

Each party must keep the other party's confidential information strictly confidential and not directly or indirectly disclose that confidential information to any other person without the prior written approval of the other party (except as required by law, regulation or expressly intended for the Event). Each party must take all reasonable steps to keep secure all confidential information of the other party coming into its possession or control and to use such confidential information solely for the Event.



The obligations of confidentiality apply for 3 years following completion of the Event. The obligations of confidentiality do not apply to any information that is generally available to the public (other than by reason of a breach of this Agreement) or to the extent that confidential information is required to be disclosed by any applicable law or regulation.

10. Privacy

Each party must comply with all Privacy Laws for the collection, storage, use and disclosure of Personal Information as required for the parties to comply with their obligations under this Agreement. Each party will be responsible for determining and monitoring its own compliance with all applicable Privacy Laws. Each party must not do anything with any Personal Information collected by it in connection with this Agreement that will cause the other party to breach any Privacy Laws. The parties must co-operate to resolve any privacy complaint relevant to information collected or disclosed under this agreement.

11. Compliance

All activities and materials generated as a result of the Event and the Sponsorship Benefits must comply with Australian laws and regulations and the MA Code, including applicable antibribery laws, fair competition laws, privacy laws, modern slavery laws, and advertising laws relating to medicines, such as the prohibition on advertising of prescription only medicines inconsistent with the approved label and uses and to the general public.

The Sponsorship will comply with the MA Code, including any limits applicable to travel, accommodation and hospitality. You agree to comply with the MA Code to the extent applicable to You.

12. Warranties

You warrant that:

- (a) You have received any permissions required to provide the Sponsorship Benefits to Gilead and receive the Sponsorship from Gilead;
- (b) performance of this Agreement will not breach any agreements or obligations You have with any third party;
- (c) neither You or Your representatives are the subject of any investigation or legal action regarding an offence under any applicable anticorruption laws, regulations or codes of practice including any ethical violation, professional misconduct or negligence; and
- (d) You will disclose to Gilead any conflict of interest arising out of the Sponsorship.

13. Transparency

In accordance with the transparency principles of the MA Code, Gilead may publicly disclose details of the Sponsorship, including the monetary value. This may involve Gilead using, disclosing, and publishing Your personnel's Personal Information in accordance with the Privacy provisions of these Sponsorship Terms.

14. Termination

If the Event is not completed or if the Sponsorship has not been applied (in whole or in part) for the Event, Gilead may in its discretion:

- (a) terminate the Sponsorship and the Agreement; and
- (b) require You to repay any portion of the Sponsorship which has not been applied to any non-cancellable costs for the Event.

15. Tax

You will be solely responsible for all tax returns and payments required to be filed with or made with respect to the Sponsorship and receipt of funding under this Agreement. Unless otherwise indicated, all Sponsorship amounts are expressed as exclusive of GST and all withholding taxes agreed in the Sponsorship Acceptance, which Gilead will pay to You or on Your behalf as required by applicable laws.

16. Interpretation

In these Sponsorship Terms, the following definitions apply unless context requires otherwise:

Agreement means the agreement between You and Gilead, comprising of the Sponsorship Acceptance, these Sponsorship Terms, and your Sponsorship Request. To the extent of any inconsistency, descending priority order will apply to the extent necessary to resolve the inconsistency.

Event means the event or event series set out in the Sponsorship Request.

Gilead means Gilead Sciences Pty Ltd.

MA Code means the Medicines Australia Code of Conduct.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth).

Privacy Laws means all laws relating to the privacy, confidentiality or use of any information about individuals, including the *Privacy Act 1988* (Cth).

Sponsorship means the benefit to be provided to You as set out in the Sponsorship Request and confirmed in the Sponsorship Acceptance.

Sponsorship Acceptance means the letter or other written communication from Gilead notifying you of its approval of the Sponsorship Request.

Sponsorship Benefits means the benefits to be provided to Gilead in consideration of the Sponsorship, as set out in the Sponsorship Request and confirmed or varied in the Sponsorship Acceptance.

Sponsorship Request means Your completed Event Sponsorship Request form, requesting the Sponsorship from Gilead for the Event.

Sponsorship Terms means these terms and conditions.

Trade mark means a party's logo, trade mark or business name.

You means the organisation specified in the related Sponsorship Request and Sponsorship Acceptance.