

SPONSORSHIP AGREEMENT

THIS AGREEMENT is entered into and made effective on this _____ ("the effective date"), by and between the Pulmonary Pathology Society, Inc. ("PPS"), and _____ ("Sponsor"). Either PPS or Sponsor may be individually or collectively referred to herein as "Party" or "Parties", where appropriate.

WHEREAS, the PPS is a charitable, educational, and scientific organization dedicated to excellence in research and the clinical practice of pulmonary pathology, and which is tax exempt under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, the PPS shall organize, promote, and operate the 2022 Pulmonary Pathology Society Biennial Meeting ("Program"), June 25-27, 2022 in Cork, Ireland;

WHEREAS, Sponsor wishes to support PPS's general charitable and educational purposes and specifically wishes to support the Program through a sponsorship;

WHEREAS, the parties wish to articulate the terms and conditions under which the sponsorship and contributions shall be made;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. Sponsorship. As part of its desire to generally support the PPS's charitable and educational mission and to specifically support the Program, Sponsor shall provide the PPS with a sponsorship in the sum of dollars (\$) to be used to sponsor the June 25-27, 2022 Program.
2. Scope; Purpose; Restrictions. The Program shall have a specific and limited scope, and its sole purpose is to provide an international multidisciplinary forum for updates in new technologies, new procedures and new classifications in the imaging, diagnosis and molecular testing of pulmonary disease. Without limiting the generality of the foregoing, the parties further agree as follows:
 - a. The purposes of the Program shall be educational in nature, and no commercial product promotion of any manner shall take place in connection with the Program or any of its components.
 - b. The PPS's acceptance of the sponsorship or in-kind assistance from Sponsor does not convey the PPS's approval, endorsement, certification, acceptance, recognition, or referral of Sponsor or any product or service provided by Sponsor.

- c. Sponsor will not be entitled to receive free advertising (as that term is defined by the Internal Revenue Code ("IRC") or Internal Revenue Service ("IRS") rules and regulations) or other substantial return benefit from the sponsorship other than appropriate acknowledgments, items of nominal value, and/or the use of the PPS's name and logo in materials promoting the Program. For the purposes of this Agreement, "nominal" shall have the meaning assigned by the IRC or regulations issued by the IRS. The PPS may, in its sole discretion, provide non-qualitative acknowledgments of Sponsor's sponsorship in its regular periodicals; however, Sponsor will not be entitled to such acknowledgments as a condition of its sponsorship. The actions that PPS takes to acknowledge its sponsors are described in the "Sponsorship Opportunities" document in Appendix A of the Agreement.
 - d. The sponsorship is not contingent upon specific attendance at any event or events, or other measures of public exposure.
 - e. In the event that the Program is postponed or canceled, Sponsor shall be acknowledged at the next similarly sized event held by PPS.
3. Acknowledgments. The PPS will make appropriate acknowledgments of Sponsor's sponsorship in accordance with the IRC and IRS rules and regulations. Acknowledgments of appreciation for Sponsor's sponsorship may identify and briefly describe Sponsor and its products or product lines in neutral terms and may include Sponsor's name, logo, well-established slogan, locations, telephone numbers, or website addresses as long as such acknowledgments do not include (a) comparative or qualitative descriptions of Sponsor's products, services, or facilities; (b) price information or other indications of savings or value associated with Sponsor's products or services; (c) a call to action; (d) an endorsement; or (e) an inducement to buy, sell, or use Sponsor's products or services. Any such acknowledgments will be created, or subject to prior review and approval, by the PPS. Sponsor sponsorships the PPS the right to use its name, trademark, service mark, logo, etc. for use in acknowledging Sponsor's sponsorship.
4. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior writings or oral agreements regarding the Program or the sponsorship. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the parties.
5. Confidential Information. Both parties acknowledge that their employees and agents may be exposed to certain information related to the other party and its activities that may be considered confidential information, including but not limited to financial information, trade secrets, and membership lists. The parties, on behalf of themselves and their respective agents and employees, agree not to use or disclose, or to cause to be used or disclosed, at any time during or after the effective term of this Agreement, any confidential information of the other party, except as may be authorized under this Agreement or in writing by the other party.

6. Independence. The parties agree that they are independent and that this Agreement is not intended to create any partnership, joint venture, or agency relationship of any kind. Both parties agree not to contract any obligations in the name of the other or to use each other's credit in conducting any activities under this Agreement.

7. Indemnification. Sponsor agrees to indemnify and hold harmless the PPS, its officers, directors, employees, and agents, for any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorneys' fees, costs (including costs associated with any official investigations or inquiries) and other expenses, incurred on account of Sponsor's acts or omissions in connection with the performance of this Agreement or breach of this Agreement or with respect to the manufacture, marketing, sale, or dissemination of any of Sponsor's products or services. The PPS shall have no liability to Sponsor with respect to its participation in this Agreement or receipt of the sponsorship, except for intentional or willful acts of the PPS or its employees or agents. The rights and responsibilities established in this section shall survive indefinitely beyond the term of this Agreement.

8. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

9. Governing Law. This Agreement shall be governed by the laws of the state of Arizona, without regard to the choice of law rules that may otherwise apply.

IN WITNESS WHEREOF, the parties' respective duly authorized representatives have signed this Agreement.

PULMONARY PATHOLOGY SOCIETY

Sponsor

By:

By:

Signature

Signature

SANJA DACIC

Printed Name

Printed Name

PPS President

Title

Title

APPENDIX A

**Pulmonary Pathology Society 12th Biennial
Meeting in alliance with the Association of
Pulmonary Pathologists**

Cork, Ireland, 2022

Sponsorship Opportunities

Platinum Sponsorship	<ul style="list-style-type: none"> • Premium stand position within the Exhibition hall. Stand to include 12 ft. x 3 ft. table, tablecloth, chairs, wifi and access to power. • Three (3) exhibition passes this allow access to the exhibition area • Three (3) invitations to the Welcome reception at Cork City Gaol • One (1) meeting registration with access to all academic and social events of the conference. • Prominent listing as a Platinum Sponsor with logo on Welcome signage at the entrance of the Exhibit Hall • Sponsors logo will be included on the printed event programme and on the event website • Delegate bag inclusion, promotional material relating to the sponsor will be included in the delegate bag, (subject to approval) • Sponsors logo will be included on stage signage at the plenary session and at the main exhibition hall • Formal thanks from the event owners at the welcome address and first session at the plenary session 	\$10,000
Gold Sponsorship	<ul style="list-style-type: none"> • Excellent stand position within the Exhibition hall. Stand to include 6 ft. x 3 ft. table, tablecloth, chairs, wifi and access to power. • Two (2) exhibition passes this allow access to the exhibition area • Two (2) invitations to the Welcome reception at Cork City Gaol • Prominent listing as a Gold Sponsor with logo on Welcome signage at the entrance of the Exhibit Hall • Sponsors logo will be included on the printed event programme and on the event website • Delegate bag inclusion, promotional material relating to the sponsor will be included in the delegate bag, (subject to approval) • Sponsors logo will be included on stage signage at the plenary session and at the main exhibition hall • Formal thanks from the event owners at the welcome address and first session at the plenary session 	\$7,000

Silver Sponsorship	<ul style="list-style-type: none"> • Stand within the Exhibition hall. Stand to include 6 ft. x 3 ft. table, tablecloth, chairs, wifi and access to power. • One (1) exhibition pass this allow access to the exhibition area • One (1) invitation to the Welcome reception at Cork City Gaol • Listing as a Bronze Sponsor with logo on Welcome signage at the entrance of the Exhibit Hall • Sponsors logo will be included on stage signage at the plenary session and at the main exhibition hall • Formal thanks from the event owners at the welcome address and first session at the plenary session 	\$4,000
Lunch Break Sponsorship (1 day)	<ul style="list-style-type: none"> • Two display units for the duration of the lunch only – can include poster with company logo to acknowledge sponsorship, (2 x 6 foot table with 2 chairs • 2 representatives from Sponsor organisation • 1 x welcome sign thanking for sponsoring the breakfast • 1 x logo on screen for duration of the lunch 	\$6000
Morning Coffee Break Sponsorship (1 day)	<ul style="list-style-type: none"> • One display unit for the duration of the break only – can include poster with company logo to acknowledge sponsorship, one (1) 6 foot table with 2 chairs • 1 representative from Sponsor organisation • 1 x welcome sign thanking for sponsoring the Coffee break • 1 x logo on screen for duration of break 	\$1500
Afternoon Coffee Break Sponsorship (1 day)	<ul style="list-style-type: none"> • One display unit for the duration of the lunch only – can include poster with company logo to acknowledge sponsorship, one (1) 6 foot table with 2 chairs 	\$1500

	<ul style="list-style-type: none"> • 1 representative from Sponsor organisation • 1 x welcome sign thanking for sponsoring the Coffee break • 1 x logo on screen for duration of break 	
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Why be a Sponsor at the Pulmonary Pathology Society 12th Annual Biennial Meeting in association with the Association of Pulmonary Pathologists:

- A minimum of 20 hours of exhibition time, which takes place over the two and half days of the meeting.
- Coffee and lunch is served only in the Exhibit Hall during dedicated program breaks, which guarantees the passing traffic of all delegates.
- The poster presentations are within the Exhibition Hall
- Meet one-on-one to discuss your products and services with medical professionals
- Exhibitors are invited to join the meeting's attendees at the PPS Welcome Reception at Cork City Gaol on Saturday evening (June 25, 2022)
- Marketing opportunities to meet every budget

Increased visibility can be achieved through the following methods:

- Sponsor and Exhibitor listings on the PPS website
- PPS-generated e-mails sent to all registered attendees and members of the Society
- PPS -generated social media posts to our followers

Important Dates:

- **SETUP**

June 25, 2022 at 6:00 AM

- **DAYS 1 and 2**

June 25 and June 26, 2022

9:30 a.m. to 6:00 p.m.

- **DAY 3**

June 27, 2021

9 :00 a.m. to 1:00 p.m.

- **TEARDOWN**

June 27, 2022

12:00 p.m. to 4:00 p.m.