1. Program. Organization shall use the funds contributed by Dova hereunder to support the Program and to provide the sponsorship benefits as each are described in more detail in this application and supporting documentation.

2. Funding. In the event Dova approves the Program sponsorship, any funding Dova provides shall be paid only to Organization. No other funds shall be paid by Dova to the Organization or to any individual in connection with the Program. Organization may not, under any circumstances, use this funding to defray its ordinary or customary operating expenses or to fund payments for consulting or other services or goods unrelated to the Program.

Organization represents and warrants that none of the above funding will be used for any purpose prohibited by law or by the PhRMA Code on Interactions with Healthcare Professionals.

Dova does not fund sponsorships contingent on the purchase, recommendation or referral of Dova products. Dova funding is not provided or intended to encourage Organization, or its members, to order, prescribe or recommend Dova products.

Organization represents and warrants that it has offered the opportunity to sponsor the Program, including accompanying sponsorship benefits, to other potential sponsors and that the sponsorship opportunity was not intended only for Dova.

3. Statement of Purpose. Organization represents that the Program is for scientific and educational purposes and that it will include meaningful opportunity for debate and discussion. The content of the program shall be non-promotional in nature and tone. Any discussion during the Program of Dova or other company products shall be objective, balanced and scientifically rigorous. Any discussions of investigational compounds, or unapproved uses of approved products, shall be accompanied by appropriate disclosure that such uses are not FDA approved.

4. Control of Content. Organization shall be solely responsible for control of the planning and content of the Program. Dova will not direct or influence the content of the Program, or selection of Program faculty or Program invitees.

5. Transparency. Organization represents that the Program is for scientific and educational purposes and that it will include meaningful opportunity for debate and discussion. The content of the program shall be non-promotional in nature and tone. Any discussion during the Program of Dova or other company products shall be objective, balanced and scientifically rigorous. Any discussions of investigational compounds, or unapproved uses of approved products, shall be accompanied by appropriate disclosure that such uses are not FDA approved.

6. Acknowledgment of Support; License to Use Dova’s Name. Organization shall disclose to the attendees at the time of the Program, or in the publication of the Program: (i) Dova’s funding of the Program; and (ii) any significant relationships between Organization and Dova, and between the individual presenters or moderators and Dova.

To satisfy the acknowledgement requirement, Dova grants to Organization a limited, non-exclusive and non-transferable license to use Dova’s name, logos, trademarks and/or service marks solely in connection with materials for the Program and only for the purpose of complying with the terms of this Agreement and/or providing any agreed upon sponsorship benefits.

7. Relationship between the Parties. Dova’s business is separate and apart from any that may be operated by Organization. Neither party has the authority to act for the other and neither party is responsible for any obligations of expenses of the other, except as established by this Agreement.

8. Audit. Upon reasonable notice and at reasonable times, Dova shall have the right, at its expense, to audit and examine all contracts, documents, correspondence, account and expense records, and any other material, which relate to the Program, subject to any confidentiality agreements to which Organization may be bound.

9. Compliance with Law. The parties shall comply with all applicable laws and regulations, including, without limitation, the Federal Food, Drug, and Cosmetic Act, the Anti-Kickback Statute, and the Transparency Reporting Provisions of Section 6002 of the Affordable Care Act (the “Sunshine Act”). In the event Dova believes Organization has violated any law, Dova will notify Organization and this Agreement shall immediately be considered void. Upon voiding, the entire funding provided in Section 2 shall be immediately returned to Dova.

10. Exclusion/Debarment. Organization represents and warrants that it is not: (i) excluded from any Federal health care program as outlined in Sections 1128 and 1156 the Social Security Act (see the Office of Inspector General of the Department of Health and Human Services List of Excluded Individuals/Entities at http://oig.hhs.gov/exclusions/index.asp); (ii) debarred by the Food and Drug Administration under 21 U.S.C. § 338a (see the FDA Office of Regulatory Affairs Debarment List at http://www.fda.gov/ICECI/EnforcementActions/FDADebarmentList/ucm2005408.htm); and (iii) otherwise excluded from contracting with the federal government (see the Excluded Parties Listing System).

The undersigned hereby represents and certifies that he/she is an authorized representative of the Organization and has provided complete and accurate information in this application. By signing this application, Organization agrees to comply with all of the terms and conditions set forth below in the event Dova approves the above sponsorship request. Organization further understands and agrees that its failure to comply with any of the following terms and conditions may result in termination of Dova’s sponsorship.