

Suzanne Ledin Lectureship Sponsorship Agreement

This Sponsorship Agreement ("Agreement") is entered into as of the twenty sixth day of April, 2008 ("Effective Date"), by and between the Suzanne Ledin Memorial Foundation ("Sponsor"), with its principal place of business at P.O.Box 31424, San Francisco, CA 94131-0424 and the California Blood Bank Society ("CBBS"), with its principal place of business located at 915 L Street, PMB-C416, Sacramento, CA 95814-3705 (collectively, "the Parties").

WHEREAS the Suzanne Ledin Memorial Foundation ("Sponsor") has agreed to sponsor the Suzanne Ledin Lectureship Program ("Program"); and

WHEREAS CBBS desires to support and administer the Program in accordance with the terms of this Agreement.

NOW THEREFORE: In consideration of the terms and conditions set forth below and for other good and valuable consideration, the Parties hereto agree as follows:

1. **Description of Sponsorship.**

CBBS and the Suzanne Ledin Memorial Foundation agree to coordinate the Program, which shall establish a lectureship to be awarded to an individual actively involved in education, training, research and/or practice of a scientific nature pertaining to transfusion medicine. The CBBS Scientific Committee ("Scientific Committee") shall select a speaker. The individual selected by the Scientific Committee will receive an honorarium and be reimbursed for travel and lodging expenses to present the Suzanne Ledin Lecture at the CBBS Annual Meeting in the calendar year for which he or she is selected. The lectureship requirements, nomination procedures, judgment criteria and reimbursement information are described in the Suzanne Ledin Lecturer Guidelines.doc ("Guidelines"), a document that is incorporated by reference into this agreement.

a. **Obligations of Sponsor.** Sponsor is responsible for paying CBBS \$1000, plus a variable reimbursement not to exceed \$3000 per year in 2009, 2010, and 2011 ("Award Years"). Specific responsibilities include:

- Final approval of the individual and topic selected by the CBBS Board of Directors no later than October 15 or within one week of notification by CBBS.

b. **Obligations of CBBS.** CBBS is responsible for working collaboratively with Sponsor in the successful deployment of the Program for each of the Award Years. Specific responsibilities include:

- Promotion of the Program in all appropriate CBBS communication vehicles in a manner consistent in content and style with other awards, including but not limited to publishing information concerning the Program on the CBBS website and in CBBS flyers, brochures, and journals.
- Management of the Program including the nomination process, marketing, selection of suggested winners, production of plaques to commemorate the achievement of the awardees, and distribution of funds, for each of the Award Years.

- Inclusion of these awards in an award presentation event at the CBBS Annual Meeting for each of the Award Years.
 - Scheduling the award lecture for a time that will maximize attendance (e.g., after the opening session on Thursday or on Friday morning).
 - Publishing the award announcement in the Annual Meeting program in a manner consistent in content and style with other awards (e.g., the Owen F. Thomas, MD Award and the Upton-Hemphill Award), including but not limited to a description of the award, a chronological list of all previous awardees to date, and a photograph and biographic sketch of the current awardee.
 - CBBS will apply the \$1000 annual sponsorship fee from the Suzanne Ledin Memorial Foundation as an honorarium to the awardee, and will submit an invoice to the Suzanne Ledin Memorial Foundation for the awardee's travel and lodging expenses for attending CBBS's annual meeting in accordance with the Guidelines. CBBS will waive the awardee's Annual Meeting registration fees in each of the Award Years.
 - In each of the Award Years, CBBS will provide to Sponsor a complete and timely invoice of its use of the annual sponsorship fee and promptly return to the Suzanne Ledin Memorial Foundation any unexpended amounts.
 - In each of the Award Years, CBBS will provide Sponsor's designated representatives courtesy passes and/or waive their Annual Meeting registration fees, enabling up to three such representatives to attend all events related to the Program.
2. **Grant of Sponsorship.** CBBS hereby grants the Suzanne Ledin Memorial Foundation the right to be the sponsor of the Program for a sponsorship fee of one thousand dollars (\$1000) per year for a period of three years to be paid to CBBS on or before April 1 of each Award Year for that year's Program beginning April 1, 2009.
 3. **Rights of Sponsor.** CBBS shall recognize Sponsor as sponsor of this award in all appropriate printed and electronic materials including correspondence with potential nominees, Annual Meeting attendees, and other interested parties. CBBS shall provide a printed format for Sponsor to recognize an organization that Sponsor indicates is the major donor for a specific award year, e.g., "Sponsored by the Suzanne Ledin Memorial Foundation, with the support of _____". CBBS grants Sponsor the right to print information about awardees in Sponsor's newsletters.
 4. **Rights of CBBS.** Sponsor acknowledges that CBBS is the sole owner of its name, tagline, marks, and logos and that Sponsor may not use the CBBS name, tagline, marks or logos without prior written approval from CBBS. CBBS grants Sponsor the right to mention, in Sponsor's brochure and newsletters, CBBS in connection to the Program.
 5. **Expenses.** CBBS shall pay for all expenses incurred in connection with the Program including development, coordination and distribution of promotional materials, and Annual Meeting associated expenses.
 6. **Representations and Covenants.** Each party represents and warrants that it is free to enter into this Agreement without violating the rights of any person and that it will comply with all applicable laws and regulations pertinent to its business.

7. **Confidentiality.** Each party agrees to keep in strictest confidence and not use for its own business purposes or disclose to any third party any confidential or proprietary information disclosed by the other party during the course of their dealings with each other, except to employees who have a need to know such information in connection with this Agreement. Confidential information disclosed hereunder shall be disclosed in writing and shall clearly be marked “Confidential” or, if it is disclosed verbally or by inspection, the confidentiality thereof shall be confirmed in writing by the Disclosing Party within thirty (30) days after such inspection or verbal disclosure. The Parties agree to protect each other’s confidential and proprietary information using the same degree of care with which they protect their own confidential information, but in no event using less than reasonable care.

8. **Term and Termination**
The term of this Agreement shall run from April 1, 2009, to December 31, 2011. Either party may terminate this agreement no later than April 1 for the following year’s Program upon written notice to the other party. To the extent that either party fails to complete outstanding obligations (unless expressly released from such obligations in writing by the other party) for any single Award Year, the other party may cover such performance and shall be entitled to recover the costs and reasonable expenses associated with covering such costs for that Award Year.

9. **Informal Extension**
Notwithstanding the provisions of the **Term and Termination** section, CBBS has the right, upon written notice to the Sponsor, to extend this agreement without amendments for a maximum period of one year after its termination.

10. **Force Majeure.** Except as otherwise provided in this Agreement, in the event that the Program does not take place due to any cause beyond the reasonable control of the parties, this Agreement shall terminate no later than April 1 of the Award Year with no sponsorship fee owed.

11. **Indemnification.** Sponsor agrees to indemnify and hold harmless CBBS and its directors, officers, employees, agents, and assigns, from any damages, liabilities, claims, demands, suits, losses, costs, and expenses that may arise solely from Sponsor’s breach of its obligations under this Agreement or from its willful negligence or misconduct.

CBBS agrees to indemnify and hold harmless Sponsor and its directors, officers, employees, agents, and assigns, from any damages, liabilities, claims, demands, suits, losses, costs, and expenses that may arise solely from CBBS’s breach of its obligations under this Agreement or from its willful negligence or misconduct.

12. **Independent Contractor.** Nothing in this Agreement shall create any association, partnership or joint venture between the Parties hereto or any employer-employee or principal-agent relationship.

13. **Assignment.** Neither party shall assign or transfer its rights or duties under this Agreement without the express written consent of the other party. Any transfer or

assignment made without such consent shall not relieve the transferor or assignor of its duties or obligations under this Agreement and shall be null and void.

14. **Entire Agreement.** This letter contains the entire understanding of the Parties with respect to this Sponsorship Agreement and supersedes all prior or contemporaneous representations, warranties, agreements, and understandings, and may not be amended or any provision hereof waived, except in writing signed by the party against whom enforcement is sought.
15. **Governing Law.** This Agreement shall be construed under, and enforced in accordance with, the law of the state of California without regard to relevant conflicts of laws principles.
15. **Dispute Resolution Procedure.** To the extent that there are disputes with respect to performance under this Agreement, such disputes shall not be cause for either party to cease performance, but shall be resolved through good faith consultation in the ordinary course of business. In the event that any problem or dispute is not so resolved within thirty (30) days, either party may request that the matter be submitted to mediation, or to such other form of dispute resolution as the parties may then agree to. A neutral person acceptable to both parties then shall conduct the mediation, and unless other procedures are agreed to, it will be conducted in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes.

The signatures of the Parties shall indicate acceptance of the terms of this Agreement and signifies that the representatives executing this Agreement have full power and authority to enter into and bind each other to this Agreement.

Suzanne Ledin Memorial Foundation

By: _____

Kathryn Ledin, President

Date: ____/____/____

California Blood Bank Society

By: _____

Jacque Tagliere, President-Elect

Date: ____/____/____