

Letter of Agreement

Greg Mediati
Director
South San Francisco Park and Recreation Department
400 Grand Ave
South San Francisco, CA 94080

RE: Sponsorship for Concert in the Park 2026 and Fourth of July 2026 (the "Activity")

This Letter of Agreement ("Agreement") will outline the terms, conditions and purposes of the funding provided by Genentech, Inc. ("Genentech") to the City of South San Francisco ("Recipient").

Genentech wishes to provide a payment for the above referenced Activity by means of funding in the amount of \$250,000.00 (hereafter, the "Payment"). By accepting the Payment, Recipient agrees to use the funds solely for the Activity and to comply with the terms and conditions of this Agreement.

Recipient shall comply with all applicable laws and regulations relating to the provided financial grant and its identified purpose(s) including anti-bribery/anti-corruption laws, where applicable. Recipient specifically assures compliance with applicable healthcare-related laws and regulations, including, for example, state disclosure and gift laws, FDA laws and regulations governing clinical trials, the Office of Government Ethics Standards of Ethical Conduct for employees of federal hospitals, and the OIG Compliance Program Guidance and the PhRMA Code. Recipient attests that this Payment is not in violation of any institutional policy.

Recipient confirms it is a nonprofit organization that is recognized by the Internal Revenue Service (IRS) as a tax exempt, public charity under sections 501(c)(3) or 501(c)(6) of the Internal Revenue Code and is located in the United States (or has W8-BEN status if not located in the United States). Recipient may also be a US governmental organization (e.g., public schools, public colleges and universities, public hospitals and federally recognized Indian tribal governments). Recipient also confirms that it is in good standing with the IRS.

Recipient certifies that it does not have any written policy to discriminate based on race, religion, gender, gender expression and/or identity, age, national origin, disability, marital status, sexual orientation, military status, or any other protected status.

Recipient is not aware of any conflicts of interest in accepting a grant from Genentech. The payment is not made to unlawfully induce, reward, or influence prescribing, purchasing, or use of Genentech products or to unlawfully influence regulatory, pricing, formulary, or reimbursement decisions.

If Recipient purchases or is affiliated with a purchaser of Genentech products, Recipient certifies that appropriate safeguards are in place to ensure that the Payment will be used only for the Activity. Recipient certifies that the payment is not to be construed as a price discount on the purchase of Genentech products, nor as an endorsement of the activities or event for which the Recipient intends to use the funds provided by Genentech. Recipient further certifies that the Payment will not be used to support development of clinical practice guidelines.

I. Disclosures and Acknowledgement of Funding

Recipient will appropriately publicly disclose the financial relationship and the Payment received from Genentech.

II. Use of the Genentech Logo

Recipient agrees to acknowledge Genentech in any printed announcements and brochures distributed in connection with the Activity. Recipient should consult with Genentech for details on the use of Genentech's logo. Recognition of Genentech unless otherwise agreed upon by Recipient should be commensurate with the recognition offered similarly-situated supporters. Recognition of Genentech must not include mention of any Genentech product brand name.

Recipient agrees to use Genentech's logo as part of its acknowledgment of Genentech's financial grant for the Activity, Recipient agrees to the following terms and conditions:

A. "Logo" shall mean the Genentech logo provided by Genentech to Recipient for use in the Activity.

B. Genentech hereby grants Recipient a nonexclusive, royalty-free, non-transferable, personal right to use the Logo solely in conjunction with the Activity, subject to the terms and conditions of this Agreement.

C. All rights not expressly granted are reserved by Genentech. Recipient acknowledges that nothing in this Agreement shall give it any right, title or interest in the Logo, other than the license rights granted herein. Recipient may not use or reproduce the Logo in any manner whatsoever other than as described herein.

D. Recipient shall not assign, transfer or sublicense this Agreement (or any right granted herein) in any manner without the prior written consent of Genentech.

E. Recipient agrees to maintain the quality of any materials produced for the Activity

in conjunction with the Logo at a level that meets or exceeds industry standards and at least commensurate with the quality of similar materials previously distributed by Recipient.

F. Recipient shall supply Genentech with suitable specimens of Recipient's use of the Logo, at least 20 days prior to the need for finalization, for advanced review and approval.

G. Recipient shall remedy any deficiencies in its use of the Logo, and/or the quality of the materials used in conjunction with the Logo, upon reasonable notice from Genentech.

H. Recipient acknowledges Genentech's ownership of the Logo. Recipient shall employ best efforts to use the Logo in a manner that does not derogate from Genentech's rights in the Logo and will take no action that will interfere with or diminish Genentech's rights in the Logo. Recipient shall not place Genentech's logo in a manner or location that suggests endorsement of Genentech or Genentech's products by the Activity provider or endorsement of specific meeting content by Genentech.

III. Other

Recipient certifies that it has disclosed to Genentech whether any ownership interest in Recipient organization is held by a licensed physician or a physician group or practice. If Recipient is a charitable foundation affiliated or associated with a physician group or practice, Recipient also certifies that the number of physicians in the affiliated or associated group or practice exceeds fifty (50) physicians.

Each party shall remain liable and shall indemnify the other party from any claims, including reasonable attorney's fees, for any negligence or willful misconduct of any third party engaged by the indemnifying party in the performance of the services.

Recipient agrees to provide to Genentech, upon request by Genentech, written Activity implementation status updates. Recipient agrees to return all unused funds in excess of \$1000.00 to Genentech.

Genentech reserves the right to audit all documentation of Recipient related to the receipt and expenditure of the Payment for the Activity. **Further, Recipient shall include a Genentech representative to assist with qualifying performers to participate in the Activity to assure that any performers acts, conduct, (including but not limited to song lyrics, to ensure they are consistent with the Roche Group Code of Conduct ("code of conduct"))**. To be consistent with the code of conduct, all activity artists and participants shall refrain from making public statements from the stage that are of a partisan political nature or that disparage Genentech, its affiliates, executive leadership, its core business operations or its products or services. Recipient shall use professional best efforts to ensure the performance is consistent with the "General Audience" nature of the event.

Genentech shall have the right to terminate this Agreement immediately, and shall be entitled to a full refund of any sponsorship fees paid to date, if the artists or Recipient engages in any act or behavior that constitutes a felony or a crime of moral turpitude under

US federal or state law; commits any act or makes any public statement (including on social media platforms) that subjects the artists to widespread public contempt, or that a reasonable person would find hateful, discriminatory, or offensive to the prevailing community standards; or publicly disparages Genentech, its affiliates, executive leadership, or its core business operations.

In the event of an incident occurring during the Activity that attracts negative media attention, Recipient agrees to coordinate all public statements with the Genentech team prior to release.

Genentech reserves the right to terminate support for the Activity in the event of Recipient's failure to comply with terms of this Agreement. Upon written notice of termination by Genentech to Recipient, Recipient shall return any unused and misused funds to Genentech.

IV. Community Giving

Recipient certifies the following: 1) Recipient confirms it does not purchase Genentech medicines 2) Recipient confirms it is not a non-profit organization made up of healthcare providers and 3) Recipient confirms it does not develop Medicare recognized compendia or nationally recognized treatment guidelines.

Recipient represents that the Payment shall not be used for the personal benefit or use of any specifically-identified individual, nor will the Payment be used for capital campaigns or capital infrastructure.

Recipient shall be ultimately responsible for all decisions regarding the Activity.

This Agreement herein constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties (whether written or oral) relating to said subject matter. No representations were made or relied upon by either party other than those that are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party.

Approved:

GENENTECH, INC.

By:

Name: Ariane Hogan

Title: Senior Director, Genentech External Affairs

I hereby acknowledge and agree with the terms and conditions set forth in this Agreement and represent and warrant that I have authority to sign on behalf of Recipient.

By:

Name: Laura Snideman

Title: City Manager, City of South San Francisco