

Disclaimer

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Educational Grant Agreement

(DELETE THESE INSTRUCTIONS AND ANY OTHER YELLOWED TEXT)

(Greyed text: either fill with the relevant information or choose from the available options)

This Educational Grant Agreement (the “Agreement”) is entered into and effective as of day month year **OR** the date of last signature herein (the “Effective Date”).

BY AND BETWEEN

Name, a company incorporated under the laws of country with a registered address in ... (the “Company”)

AND

Name, an organization incorporated under the laws of country with a registered address in ... (the “Grant Recipient”).

Together hereinafter referred as “Parties”, or each individually as a “Party”.

WHEREAS, Company and its affiliated companies are engaged in research, development, manufacturing, marketing, and sale of medical technologies;

WHEREAS, Company is committed to support independent medical education and intends to provide educational grants via funding or in kind support to Healthcare Organisations for the support and the advancement of genuine medical education of Healthcare Professionals, patients and/or the public on clinical, scientific and/or healthcare topics relevant to the therapeutic areas in which the Company is interested and/or involved;

WHEREAS, Grant Recipient is a hospital/group purchasing organization / clinic / laboratory / pharmacy / research institution / foundation / university / teaching institution/ learned/professional society which submitted the Grant Request Application (Annex I) to the Company;

WHEREAS, Company has reviewed the Grant Request Application and wishes to provide support to Grant Recipient on the following terms and conditions:

Article 1 – Purpose of the Grant

- 1.1 The Company offers to the Grant Recipient an educational grant for support for Healthcare Professionals Participation at Third Party Organised Educational Events **OR** support for Third Party Organised Educational Events **OR** Scholarships and Fellowships **OR** Public Awareness Campaigns **OR** indicate other type specified in article 2 (“the Grant”). The Grant shall be provided to support independent medical education in accordance with the MedTech Europe Code of Business Practice and all applicable laws, regulations and country-specific industry codes of conduct.
- 1.2 The Company has agreed the Grant should be used in respect of the following (the “Programme”):

- a) Description and duration of programme, e.g. funding of a PhD position in the field of..., scholarship for participation in x of medical education programme, x number of Healthcare Professionals to attend x conference etc.
- 1.3 The Parties agree that each of the various components of the Programme is for scientific and/or educational purposes only and will not promote any Company's products or services, directly or indirectly.
- 1.4 The Grant will not be used for:
- a) Direct or indirect promotion of Company's medical products or services
 - b) Support of off-label use of any product
 - c) Payment by the Grant Recipient of exhibit or display fees for its promotion and services
 - d) Support of charitable programmes
 - e) Payment for organisational overhead such as purchase of capital equipment, software and non-medical staff training.
- 1.5 The Grant Recipient may use the Grant only for the Programme described above. Any change in the intended use of the Grant must be approved in advance by the Company in writing.

Article 2 – The Grant

- 2.1 Subject to the provisions of this Agreement, the Company shall pay to the order of the Grant Recipient, the sum of amount in words euro (€ amount in numbers) (the "Grant"), to support Grant Recipient as set forth in article 1 and the Payment Schedule (Annex II). It is understood that the Grant shall be all inclusive (except for VAT) and final and the Company shall not be liable to pay any additional compensation or fee under this Agreement.
- 2.2 Payment will be made to the Grant Recipient within thirty (30) days of signature of this Agreement by both Parties to the following account of the Grant Recipient:
- Account owner:
Bank:
Account No.:
Bank code:
IBAN: ...
BIC:

Article 3 – Ethics and Compliance

- 3.1 The Grant Recipient shall ensure that all use of Grant funds:
- a) comply with the MedTech Europe Code of Business Practice and all relevant local laws, regulations and industry codes of conduct; and
 - b) comply with applicable disclosure requirements of the Grant including the MedTech Europe Transparency Platform as well as any other obligation relating to any beneficiaries of Grant funds to any professional body, institution, or government agency that requires such disclosure.
- 3.2 Where applicable, a Third Party Organised Educational Event (the "Event") must be approved by the [EthicalMedTech Conference Vetting](#) System prior to any of the Grant being used to support the Event. The Grant Recipient undertakes to submit the Event, specified under the Programme for the assessment under the EthicalMedtech Conference Vetting System.
- 3.3 The Parties specifically agree that the provision of the Grant is not implicitly or explicitly linked to an agreement for the Grant Recipient to purchase, lease, recommend, prescribe, use, supply or procure the Company's products or services or used to reward past purchases, uses, orders recommendations, or referrals.

Article 4 – Independent Selection

- 4.1 The Company shall not have any involvement in any way in the selection of the Healthcare Professionals who will benefit from the Grant. For example, where the Grant is provided for the

purpose of supporting Healthcare Professionals' attendance at Third Party Organised Educational Events, the Grant Recipient shall be solely responsible for selection of participants.

- 4.2 Where the Grant Recipient is the organiser of the Third Party Organised Educational Event, the Grant Recipient shall be solely responsible for (i) the programme content; (ii) the selection of podium speakers, moderators and/or chair, who present during a Third Party Organised Educational Event (the "Faculty"); and (iii) the payment of Faculty honoraria, if any. The Company shall not have any detailed involvement in determining the content of the educational programme for selection of Faculty. If expressly requested to do so, the Company may recommend speakers or comment on the programme.

Article 5 – Review and Verification Rights

- 5.1 Upon request of the Company, the Grant Recipient shall provide to the Company a follow up report on the use of the Grant and/or adequate documentation (e.g. copies of booking documents, copies of original tickets) verifying that the Grant was used in accordance with the terms and conditions of this Agreement.
- 5.2 Subject to applicable laws and/or internal regulatory, tax or auditing obligations the Company may have to abide by, the Grant Recipient agrees that the Company may itself or through an independent third party conduct ad hoc on-site reviews at any time in order to verify that the Grant was used in accordance with the terms and conditions of this Agreement. Company's representative(s) conducting such reviews shall be given full access by the Grant Recipient to all information, premises and employees as required by the Company for this purpose. The Grant Recipient shall comply with all reasonable requests, directions and monitoring requirements of the Company and shall generally cooperate with and assist the Company in such reviews. The Company shall provide at least fourteen (14) days notice to the Grant Recipient of any review under this Agreement that it plans to conduct.

Article 6 – Termination

The Company will have the right to terminate this Agreement effective immediately at any time by written notice when:

- a) a material breach by the Grant Recipient is not cured by the Grant Recipient within thirty (30) days after receipt of written notice of breach from the Company. In that event, the Grant Recipient shall return immediately the balance of the Grant remaining as of the effective date of termination along with a detailed account of the Grant already spent; or
- b) the Event under the Programme is not approved via the EthicalMedtech Conference Vetting System. In that event, any unpaid Grant funds will no longer be due and the Grant Recipient shall refund the amounts that have already been paid by the Company.
- c) the Event under the Programme has been cancelled. In that event, any unpaid Grant funds will no longer be due. In case the Company already paid parts or the totality of the funds, the Grant Recipient shall refund the amounts, except if the Event has been cancelled because of force majeure.

Article 7 – Miscellaneous

- 7.1 This Agreement and its Annexes contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, written or oral, with respect to the same subject matter still in force between the Parties.
- 7.2 This Agreement may not be amended or modified except by a written agreement signed on behalf of each of the Parties hereto.

- 7.3 The Grant Recipient will not assign, transfer, or otherwise dispose of any of its rights, duties, or obligations hereunder without the prior written consent of the Company.
- 7.4 This Agreement shall be construed and interpreted in accordance with the laws of **country**. Any dispute, if not amicably settled, shall be submitted to the courts of **place**.

By their signatures below, the Parties in this Agreement agree to all of the terms and conditions of this Agreement.

For and on behalf of the Grant Recipient

Insert the name

Date Signed

For and on behalf of the Company

Insert the name

Date Signed

DRAFT

Annex I: Grant Request Application Form

Annex II: Payment Schedule