

### **Disclaimer**

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## **Medical Education Financial Support Agreement**

**(DELETE THESE INSTRUCTIONS AND ANY OTHER YELLOWED TEXT)**

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

This Medical Education Financial Support 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**, a company incorporated under the laws of **country** with a registered address in **...** (the "Recipient").

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

**WHEREAS**, Company (and its affiliated companies if applicable) are engaged in research, development, manufacturing, marketing, and/or sale of medical technologies;

**WHEREAS**, Recipient is a Professional Conference Organiser which is organising **event name** on **date** at **venue and location** (the "Event") and is looking for financial support aimed at the advancement of genuine medical education of Healthcare Professionals;

**WHEREAS**, the Event is a genuine medical education event relevant to the therapeutic areas in which the Company is interested and/or involved;

**WHEREAS**, the Company has agreed to provide the Recipient with the financial support as set out in the following Agreement;

**NOW, THEREFORE**, the Parties have agreed as follows:

## Article 1 – Support

1.1 Subject to the provisions of this Agreement, the Company agrees to provide to the Recipient a financial contribution of **amount in words** euro (€ **amount in numbers**) as provided in article 1.3 (the “Support”). It is understood that the financial contribution 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.

1.2 Payment will be made to the Recipient within thirty (30) days of signature of this Agreement by both Parties to the following account of the Recipient:

Account owner: ...

Bank: ...

IBAN: ...

BIC: ...

1.3 The Recipient shall use the Support solely and exclusively for the following purposes:

- a) Example: Covering registration, travel and accommodation costs for x number of Healthcare Professionals linked their attendance at the Event
- b) Example: Covering costs related to the organisation of the Event (e.g. costs linked to faculty)
- c) Example: ...

The number of funded attendees, location, hotel and travel categories, Event registration costs (i.e. detailed breakdown ) are set out in Annex 1.

Any change in the intended use of the Support must be approved in advance by the Company in writing, based on detailed written documentation and **before [specific timing]**.

1.4 The Parties agree that each of the Support is for scientific and/or educational purposes only and shall not be allocated in any way whatsoever to the promotion of the Company’s products, services or any commercial activity.

## Article 2 – Ethics and Compliance

2.1 The Recipient shall ensure that all use of Support:

- a) complies with the MedTech Europe Code of Business Practice and all relevant local and applicable foreign laws, regulations (including data protection laws) and industry codes of conduct. The Recipient shall not use the Support for activities that are prohibited in the Code, such as Entertainment, selection of hotels in the top luxury category or social events or for accompanying persons (i.e. family members) of the selected HCPs; and
- b) complies with applicable disclosure requirements of the Support and any other obligation relating to any beneficiaries of Support funds to any professional body, institution, or government agency that requires such disclosure.

- 2.2 Where applicable, the Event must be approved by the [EthicalMedTech Conference Vetting System](#) prior to any of the Support being used for the Event. The Recipient undertakes to submit the Event for the assessment under the EthicalMedtech Conference Vetting System.
- 2.3 The Parties specifically agree that the provision of the Support is not implicitly or explicitly linked to an agreement for the 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.
- 2.4 The Recipient agrees that the Support will be disclosed in the EthicalMedTech website in accordance with the requirements of the MedTech Europe Code and if applicable national requirements.
- 2.5 In countries which have specific disclosure/transparency laws, the Recipient shall, in due course, provide all necessary information and documentation to allow the Company to comply with applicable local legal requirements<sup>1</sup>.

### **Article 3 – Independent Selection**

- 3.1 The Company shall not have any involvement in any way in the selection of the individual Healthcare Professionals who will benefit from the Support.
- 3.2 The Recipient shall be solely responsible for (i) the selection of individual Healthcare Professionals who will benefit for the Support; (ii) the programme content; (iii) the selection of podium speakers, moderators and/or chair, who present during the main Event (the "Faculty"); and (iv) 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. For avoidance of doubt, satellite symposia and other Company Events organised within the general framework of the Event, is excluded from 3.2. and the criteria for the selection of Healthcare Professionals should not be so specific that it allows the identification of the final beneficiary.

### **Article 4 – Review and Verification Rights**

- 4.1 **Thirty (30) calendar days after the Event OR After the Event and upon request of the Company,** the Recipient shall provide to the Company a follow up report on the use of the Support and/or adequate documentation (e.g. copies of booking documents; copies of transport tickets, congress registration) verifying that the Support was used in accordance with the terms and conditions of this Agreement. **[If specific format of information is necessary, please add here.]**
- 4.2 Subject to applicable laws and/or internal regulatory, tax or auditing obligations the Company may have to abide by, the 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 Support was used in accordance with the terms and conditions of this Agreement. Company's representative(s)

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<sup>1</sup> Please refer to Q&A 38 for detailed guidance on providing the HCPs' names who are beneficiaries of Grants back to companies.

conducting such reviews shall be given full access by the Recipient to all information, premises and employees as required by the Company for this purpose. The 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 Recipient of any review under this Agreement that it plans to conduct.

#### **Article 5 - Unused funds**

Company to consider adding a provision on:

1. Obligation to refund unused funds and conditions of such an obligation.
2. Obligation to refund in case of overpayment of the support higher than a certain percentage due to e.g.:
  - miscalculation by the Recipient
  - after verification following Article 4.1

#### **Article 6 – Termination**

This Agreement will come into force on the date of the last signature ('Effective Date') and will end on the last day of the Event.

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

- a) When a material breach by the Recipient is not cured by the Recipient within thirty (30) days after receipt of written notice of breach from the Company. In that event, the Recipient shall return within 30 days the balance of the Support remaining as of the effective date of termination along with a detailed account of the Support already spent; or
- b) In case of gross negligence, misrepresentation or willful misconduct. In that event, the Recipient shall return within 30 days the balance of the Support remaining as of the effective date of termination along with a detailed account of the Support already spent; or
- c) When the Event is not approved via the EthicalMedtech Conference Vetting System when applicable, or has been found to not comply with the provisions of the MedTech Europe Code of Ethical Business Practice, in particular, but not limited to Chapter 1 "General Criteria for Events" and 2, "Third Party Organised Educational Events". In that event, any unpaid Support funds will no longer be due and the Recipient shall refund the amounts that have already been paid by the Company.
- d) When the Event has been cancelled. In that event, any unpaid Support funds will no longer be due. In case the Company already paid parts or the totality of the funds, the Recipient shall refund the amounts, except if the Event has been cancelled because of force majeure. In the latter case, the Recipient shall refund any unpaid amounts [the Company may consider whether to ask for refund which is proportional to the amounts paid by all sponsors or simply set a percentage upfront].

In case the Company decides to terminate according to the above after the Effective Date, the Recipient shall use its best efforts to remove any mention of the Company in this sponsoring capacity, whenever technically feasible.

## Article 7 – Miscellaneous

- 7.1 To the extent permitted by law, the Recipient shall mention the Company's role as a sponsor in a visible and suitable way to anyone concerned. In this respect, the Company will submit graphical representation of its corporate name and logo to Recipient and grants it a non-exclusive right to use these elements during the term of this Agreement for communication purpose.
- 7.2 The Recipient shall take and maintain adequate insurance to cover all liabilities under this Agreement, including professional indemnity and event liability coverage, with a reputable insurer and the Company may request at any time insurance certificate.
- 7.3 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.
- 7.4 Recipient shall defend, indemnify and hold harmless the Company and its Affiliates, subsidiaries, shareholders, officers, directors, employees, agents, successors and assigns from and against any and all liabilities, claims, suits, actions, losses, costs, reasonable attorneys' fees and expenses, judgments or damages incurred by or assessed against any of the foregoing to the extent the same arise out of, are in connection with or are caused by third party claims relating to, or in any way connected with: (a) Recipient, and/or its officers, employees, agents, representatives, subcontractors or invitees violating any law or regulation applicable to this Agreement; or (b) any loss or damage to persons (including death) or property, to the extent caused by any act or omission of Recipient or, where applicable, by its employees, agents, representatives, subcontractors or invitees.
- 7.5 In no event shall any Party be liable for any actual, indirect, incidental, special or consequential damages resulting from a claim, demand or cause of action, including loss of profits, revenue, data or use, incurred by any Party or any third party, unless caused by fraud, gross negligence, or the willful misconduct of an employee, subcontractor, or representative of the Party which caused the damages in an action in contract.
- 7.6 This Agreement may not be amended or modified except by a written agreement signed on behalf of each of the Parties hereto.
- 7.7 The Parties agree that they are independent and that this Agreement is not intended to create any partnership, joint venture agency relationship of any kind.
- 7.8 The 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.
- 7.9 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 Recipient**

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Insert the name

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Date Signed

**For and on behalf of the Company**

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Insert the name

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Date Signed

## **Annex I: Details of the Support**

- Selection criteria – *Please note that the criteria coming from the Company cannot be so specific that they would fit or identify individual HCPs. This needs to be ascertained by individual companies.*
- Commercial contract Financial Terms
- Other