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|  ***Disclaimer****This Educational Grant Agreement Template (the “Template”) has been prepared by Swiss Medtech as a suggested guide only and should not be construed as legal advice for any particular facts or circumstances.* *Use of this Template or any parts thereof shall be at the sole discretion and risk of the user parties. Swiss Medtech shall not be held liable for any loss or damage that may result from use of this Template or any parts thereof. Swiss Medtech reserves the right to change or amend the Template or any parts thereof at any time without notice.*  |

# 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”).

**between**

Name, a company incorporated under the laws of Switzerland with a registered address in …(the “**Company”**)

**And**

Name, an organization incorporated under the laws of Switzerland 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 Swiss Medtech Code of Ethical Business Practice (the “code”) and all applicable laws and regulations.

1.2 The Company has agreed the Grant should be used in respect of the following (the “Programme”):

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.

Any change in the intended use of the Grant must be approved in advance by the Company in writing.

1.3 The Parties agree that each of the various components of the Programme is for scientific and/or educational purposes.

1.4 The Grant will not be used for:

1. Direct or indirect promotion of Company’s medical products or services
2. Support of off–label use of any product
3. Support of charitable programmes
4. Payment for organisational overhead such as purchase of capital equipment, software and non-medical staff training.

**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 Swiss Franc (CHF 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: ....

IBAN: ...

BIC: ....

**Article 3 – Ethics and Compliance**

3.1 The Grant Recipient shall ensure that all use of Grant funds:

1. comply with the Code and all relevant local laws and regulations; and
2. comply with applicable disclosure requirements of the Grant including the Swiss Medtech Transparency Guidelines 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](http://www.ethicalmedtech.eu/conference-vetting-system) System (the “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 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:

1. 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
2. the Event under the Programme is not approved via the 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.
3. 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 Grand 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 Switzerland. 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

**Annex I: Grant Request Application Form**

**Annex II: Payment Schedule**