**Template: Educational Grant Agreement**

This template may be used by a third-party grant recipient and a Member Company when entering into an Educational Grant agreement. Highlighted text: either fill with 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 South Africa with a registered address as … (the “**Company**”)

**AND**

Name, an organisation incorporated under the laws of South Africa with a registered address as … (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 independent third parties for the support and the advancement of genuine medical education.

**WHEREAS**, Grant Recipient is an independent third-party, for example but not limited to: hospital/group purchasing organisation / clinic / laboratory / pharmacy / research institution / foundation / university / teaching institution / learned/professional society / professional conference organiser which submitted the Grant Request Application (Annex 1) 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. The company offers to the grant recipient an educational grant for support for HCPs’ participation at third-party organised educational events OR support for third-party organised educational events OR indicate other type specified in article 2 (“the Grant”). The grant shall be provided to support independent medical education in accordance with the Medical Technology Code of Ethical Marketing and Business Practice and all applicable laws, regulations and other codes of conduct.
   1. The company has agreed the grant should be used in respect of the following (the “Programme”):
   2. Description and duration of programme, eg funding of a PhD position in the field of…, scholarship for participation in x of medical education programme, x number of HCPs to attend x conference etc.
   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.
   4. The grant will not be used for:
   5. Direct or indirect promotion of company’s medical products or services
   6. Support of off–label use of any product
   7. Payment by the grant recipient of exhibit or display fees for its promotion and services
   8. Support of charitable programmes
   9. Payment for organisational overheads such as purchase of capital equipment, software and non-medical staff training.
   10. The grant recipient may use the grant only for the programme described above and the grant recipient shall be liable for any and/or misuse of said contribution. Any change in the intended use of the grant must be approved in advance by the company in writing.

Article 2 – The Grant

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 Rand or other (amount in numbers) (the “Grant”), to support the grant recipient as set forth in article 1. It is understood that the grant shall be all inclusive and final and the company shall not be liable to pay any additional compensation or fee under this Agreement.

Initial

* 1. Payment will be made to the grant recipient within thirty (30) days OR other as agreed by 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

* 1. The grant recipient shall ensure that all uses of grant funds:
     1. Comply with the Medical Technology Code of Ethical Marketing and Business Practice (access at <https://samed.org.za/medical-technology-code-whistleblowing-hotline/>) and all relevant local laws, regulations and other codes of conduct.
     2. Comply with applicable disclosure requirements of the grant 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.
  2. 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 and programme

* 1. The company shall not have any involvement in any way in the selection of the HCPs who will benefit from the grant. For example, where the grant is provided for the purpose of supporting HCPs’ attendance at third-party organised educational events, the grant recipient shall be solely responsible for the selection of participants. 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.
  2. The grant recipient has a fair and transparent selection process which is available on request by the company.
  3. The company shall not have any influence on the list of attendees, speakers or subjects for the Event.

Article 5 – Review and verification rights

* 1. Upon request of the company, the grant recipient shall provide to the company a report on the use of the grant and/or adequate documentation (eg 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.

* 1. If a grant recipient has received funds in excess of the costs incurred, the company may request that the grant recipient return its portion of excess funds.

Initial

Article 6 – Representations and warranties

6.1 The grant recipient represents and warrants that:

* + 1. it is fully aware of all anti-bribery / anti-corruption laws in force in the jurisdiction of its place of establishment and adheres to them; and
    2. it is familiar with the United States Foreign Corrupt Practices Act, UK Bribery Act or other relevant Act and without limiting the generality of the other provisions of this Agreement, the grant recipient agrees that it will not, and will ensure that its employees, directors, officers, agents or other persons acting on its behalf (the “Related Parties”) do not make any payment or give anything of value, either directly or indirectly, to an official of any government or government agency for the purpose of influencing an act or decision of the official in his or her official capacity or inducing the official to use his or her influence to assist the grant recipient in obtaining or maintaining business or in obtaining or paying for favourable treatment or any other special concession; and
    3. that it has not, in the past (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, or (ii) made any unlawful payment to government officials or government employees or to political parties or campaigns; and
    4. it is familiar with the Medical Technology Code of Ethical Marketing and Business Practice, see <https://samed.org.za/medical-technology-code/>, and that the grant will not be used to support or fund, directly or indirectly (i) entertainment of any kind, (ii) the costs of any spouses or guests.

Article 7 – Termination

7.1 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 remedied 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. if applicable, the event under the programme is not approved via the Ethical Medtech 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 and / or significantly changed. 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 such amounts.
    4. the grant recipient failed to use the grant in accordance with this agreement. In that event, grant recipient will refund the entire grant to the company within seven days from receipt of notice from the company.

Article 8 – Miscellaneous

8.1 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.

This Agreement may not be amended or modified except by a written agreement signed on behalf of each of the parties hereto.

* 1. 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.
  2. This Agreement shall be construed and interpreted in accordance with the laws of South Africa. Any dispute, if not amicably settled, shall be submitted to the courts of South Africa.

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 For and on behalf of the company

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | |  |  | |
| Insert name | |  | Insert name | |
|  | |  |  | |
| Date signed |  |  | Date signed |  |