**GRANT LETTER AGREEMENT FOR**

**SUPPORT OF MEDICAL EDUCATION**

THIS GRANT LETTER AGREEMENT FOR SUPPORT OF MEDICAL EDUCATION (the “**Agreement**”), effective as of the date the last party signs this Agreement, is by and between Smith & Nephew, Inc. (“**Sponsor**” or “**S&N**”) of 3909 Hulen St., Fort Worth, TX 76107 and (name of grant recipient)       of (address)       (“**Recipient**”). S&N and Recipient may at times be referred to herein individually as a “**Party**” or collectively as the “**Parties**”

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| --- | --- |
| Title of Activity (Program) |       |
| Location: |       | Date(s): |       |
| Address: |       |
| City: |       | State: |       | Zip: |       |
| Telephone: |       | Fax: |       | Email: |       |

Subject to Recipient’s compliance with the terms of this Agreement, S&N agrees to provide support for the Program described above by means of:

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| An unrestricted educational grant in the amount of(see Proposal attached hereto). |       |       |
| Written Dollar Amount Above | $0.00 USD Above |

1. Statement of Purpose: The Program is for scientific and educational purposes only and will not promote S&N’s or any other third-party’s products, directly or indirectly. This grant is not being given in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, influence or provide favorable formulary status for any S&N products or any other third-party’s products.
2. Control of Content & Selection of Presenters & Moderators: The Recipient will ensure that the Program will be independent, objective, fair, balanced, and scientifically rigorous, so that it will not be viewed as, nor in fact be promotional. Accordingly, Recipient is solely responsible for control of content and selection of presenters and moderators (if any). S&N will not control in any way the planning, content, speaker selection or execution of any activity that is funded pursuant to this Agreement.
3. Disclosure of Financial Relationships: Recipient will ensure disclosure to the audience of: (a) S&N funding; and (b) any significant relationship between the Recipient and S&N or between individual speaker(s) and/or moderator(s) and S&N. The Recipient will acknowledge support from S&N in any material which describes the program.
4. Involvement in Content: There will be no “scripting,” targeting points for emphasis, or other actions designed to influence content by S&N or its agents.
5. Ancillary Promotional Activities: In the event that the activity to be funded includes commercial exhibits as part of the overall activity, such exhibits will neither influence planning nor interfere with the presentation of the activity. No promotional activities will be permitted in the same room as an educational activity. The element of promotional activities is in no way a condition of the making of this grant.
6. Objectivity & Balance: The Program will be independent, non-promotional, and free from commercial influence or bias. If S&N products are mentioned in the course of this activity, the Recipient will ensure that data regarding S&N products (and competing products) are presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternate treatments. The title of the Program will fairly and accurately represent the scope of the presentation(s). The Program will present discussion of multiple treatment options, and will not focus on a single product or therapy.
7. Limitations of Data: Recipient will ensure, to the extent possible, disclosure of limitations of data, e.g., ongoing research, interim analyses, preliminary data, and/or unsupported opinions.
8. Discussion of Unapproved Uses: Meaningful disclosure is required when a product is not approved in the United States for the use under discussion. Off-label use is neither promoted nor condoned by Sponsor. Sponsor recommends that products which are the subject of discussion at the referenced conference be only used in or for approved indication.
9. Opportunities for Debate: Recipient will ensure opportunities for meaningful questioning or scientific debate.
10. Independence of Recipient in the Use of Contributed Funds and the Conduct of the Program:
	1. Funds will be in the form of an unrestricted educational grant made payable to the Recipient. S&N’s financial responsibility is limited to the amount of the grant set forth in this Agreement. Any other claims for payment are the sole responsibility of the Recipient.
	2. All other support associated with this activity (e.g., distributing brochures, preparing slides) must be given with the full knowledge and approval of the Recipient. S&N will not have editorial or dissemination control of any educational material associated with the program.
	3. No additional funds from S&N will be paid to the program director, faculty, or others involved with the activity (additional honoraria).
	4. No funds from S&N will be used to reimburse or defray the costs of travel, lodging, or other personal expenses including meals and/or receptions of non-faculty healthcare professionals attending the Program, whether directly to the individuals attending the conference or indirectly to the conference sponsor. In addition, no funds from S&N will be used to compensate non-faculty healthcare professionals for the time spent attending the Program. No funds from S&N will be used to subsidize recreational events, entertainment, extravagant meals, or receptions.
	5. Invitations and/or mailing lists pertaining to the activity will not be generated in a manner to reflect sales or marketing goals of S&N. Final control of mailing lists rests exclusively with Recipient. Recipient shall be independently responsible for the content of any enduring materials.
11. Multiple Letters Agreements: If the Recipient requires a separate Letter of Intent that it needs signed in order to proceed with this Program, this Agreement will control if the two documents are inconsistent with one another.

1. Reconciliation of Expenses: Recipient will furnish S&N within sixty (60) days of completing the Program: (a) a certified report concerning the expenditure of funds associated with this program, (b) a copy of all outcomes measurement documentation created for the event by Recipient, if any, and (c) the number of healthcare providers who received CME credits for the program, if applicable. In the event that the Program is cancelled through no fault of S&N or the specific funds granted by S&N are not used for the Program, Recipient will notify S&N in writing of such cancellation or non-use of funds and then Recipient will return to S&N all funds not used for the Program as described above, within sixty (60) days of the date of the Program.
2. Compliance with all Applicable Laws and Industry Standards: The Recipient agrees to abide by all applicable and relevant laws and standards including, but not limited to: (a) ACCME’s Standards for Commercial Support of Continuing Medical Education) or other governing accrediting body standards; (b) U.S. Food and Drug Administration’s Guidance for Industry; Industry-Supported Scientific and Educational Activities; (c) PhRMA Code on Interaction with Healthcare Professionals; (d) AdvaMed Code of Ethics on Interactions with Health Care Professionals; (e) AMA guidelines; and (f) the Health Insurance Portability and Accountability Act, as amended (HIPAA). S&N will not be responsible for any deviation or departure from relevant standards. If the grant is for a CME/IEP program, the Accredited Provider and Partner, if any, certifies that it is fully accredited and in good standing with applicable accrediting body. Further, Recipient certifies that they have not been the subject of any regulatory enforcement actions.
3. Choice of Law: The parties agree that this Agreement will be governed by and interpreted under the laws of the State of Texas without regard to its conflict of laws rules
4. Integrated Agreement: The parties agree that this Agreement, and the proposal attached hereto, sets forth the entire understanding regarding the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, between the Recipient and S&N and may only be modified upon the mutual written agreement of the Recipient and S&N.
5. Assignment: This Agreement may not be assigned or otherwise transferred by Recipient without the prior written consent of S&N.
6. List of Excluded Individuals/Entities: The Recipient certifies that none of its invited speakers, employees or subcontractors is on the OIG’s List of Excluded Individuals/Entities, which would bar them from participation in Federal Healthcare programs; or is debarred by the FDA pursuant to sections 306(a) and (b) of the Federal Food, Drug and Cosmetic Act (21 U.S.C. 335(a) and (b)).
7. Counterparts: This Agreement may be executed in one or more counterparts and each such counterpart will be deemed an original copy and the counterparts will, when taken together, constitute and be one and the same instrument. This Agreement and any SOW must be manually signed and may be delivered by: (a) by US mail or courier (with proof of delivery); (b) facsimile, with proof of transmission; or (c) email (scanned and in PDF format) with evidence of transmission. Upon such delivery the originals, facsimile or PDF will be deemed to have the same effect as if the original signature had been delivered to the other Party.

**IN WITNESS WHEREOF,** S&N and Recipient have duly executed this Agreement intending to be bound thereby.

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| RECIPIENT | SMITH & NEPHEW, INC. |
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| By:(Signature) |  | By:(Signature) |  |
| Printed Name: |       | Printed Name: |  |
| Title: |       | Title: |  |
| Date: |       | Date: |  |

**PROPOSAL**

[INSERT PROPOSAL HERE]