# Grant Agreement

DELETE THESE INSTRUCTIONS AND ANY OTHER YELLOWED TEXT)

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

***Data Protection Reminder and Checklist***

*If this Educational Grant Agreement Template is being used or executed in a Member State that has disclosure, notification or approval requirements that need to be fulfilled by the MedTech Europe Member Company this may also trigger additional data protection obligations under the EU’s General Data Protection Regulation (GDPR). It is the obligation of the Educational Grant recipient to inform the HCP(s) that their personal data may/will be transferred to a MedTech Europe Member Company.*

*The following points may be used/reviewed to determine whether additional data protection obligations may apply with regards to data transferred to a MedTech Europe Member Company:*

* *Whether any legal requirements exist (national laws or regulations) which mandate the transfer of HCP names;*
* *Whether any business codes will apply which mandate the transfer of HCP names;*
* *Whether HCP names are or will be shared in order to perform company audits;*

*If any of the above apply, the parties should assess and determine whether they are a data controller/processor/joint controller*

* *If yes, Articles 28 & 29 of the GDPR will likely apply and will need to be complied with. They contain the requirements for data processing agreements. Additionally, if it is determined that the parties are joint controllers, Article 26 should also be consulted.*

This 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, legal status incorporated and existing under the laws of country, with its registered office at address under VAT number VAT number (the “**Grant Recipient**”)

**AND**

MedTech Europe AiSBL, an international non-profit organisation incorporated under the laws of Belgium with a registered address in 40 Rue Joseph II, B-1000 Brussels, Belgium under VAT number BE 0508.570.208 (“**MedTech Europe”**)

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

**WHEREAS**, the Grant Recipient is description;

**WHEREAS**, MedTech Europe is the European trade association representing the medical technology industries. MedTech Europe mission is to make innovative medical technology available to more people, while helping healthcare systems move towards a sustainable path;

**WHEREAS**, subject to the terms and conditions of this Agreement, MedTech Europe wishes to make a financial contribution in order to support describe programme/activity covered by the grant as described in Annex I (the “Grant Activity”);

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

**Article 1 – Grant**

1.1 Subject to the provisions of this Agreement, MedTech Europe shall provide financial support for the implementation of the Grant Activity in the amount of amount in words euro (€ amount in numbers) as set out in the payment schedule in Annex II (the “Grant Amount”). The Grant Recipient shall only use the Grant Amount to cover the costs of the Grant Activity. Any change in the intended use of the Grant Amount must be approved in advance by MedTech Europe in writing.

1.2 The Grant Amount shall be paid in accordance with the payment schedule in Annex II. Payments shall be made to the Grant Recipient within thirty (30) days from the receipt of the invoice from the Grant Recipient to the following account:

Account owner: ....

Bank: ....

Account No.: ....

Bank code: ....

IBAN: ...

BIC: ....

1.3 It is understood that the Grant Amount shall be all inclusive (except for VAT) and final and MedTech Europe shall not be liable to pay any additional compensation, fee or expenses under this Agreement. The Grant Recipient shall be solely responsible for complying with all applicable tax and other relevant local legislation, such as social security legislation.

1.4 Meals and/or receptions in connection to the Grant Activity, if any, will be modest and conducive to the Grant Activity, and the amount of time at the meals or receptions will be clearly subordinate to the overall amount of time. If the Grant Activity includes, even partially, the support for participation to conferences or other activities for which a prior approval by a competent authority is required, the Grant Recipient commits to comply with all formalities towards this authority, and to inform MedTech Europe upon request accordingly.

1.5 The Grant Recipient will provide, to MedTech Europe, when requested to do so, a reconciliation of the actual expenses versus estimated expenses. After conclusion of the Grant Activity, the Grant Recipient shall issue a refund to MedTech Europe for any portion of the Grant Amount not incurred in the implementation of the Grant Activity. In addition, the Grant Recipient will retain appropriate records of the Grant Activity and the use of the Grant Amount and will provide copies of the records to MedTech Europe on request to confirm that the Grant Amount has been used in accordance with this Agreement.

1.6 At the latest at the conclusion of the Grant Activity, the Grant Recipient will provide MedTech Europe with an overview of the conclusions of the Grant Activity. MedTech Europe and Grant Recipient will determine in close consultation how the conclusions of the Grant Activity will be exchanged.

**Article 2 – Obligations of the Grant Recipient**

2.1 The Grant Recipient shall:

1. ensure that Grant Activity is conducted in accordance with this Agreement and in a diligent manner. The Grant Recipient shall use the Grant Amount solely for the Grant Activity. The Grant Amount shall not be used for any activity that is prohibited by any applicable law, rule, regulation or industry codes of conduct;
2. be solely responsible for the administration and expenditure of the Grant Amount in accordance with the Agreement. The Grant Recipient shall be solely responsible for the manner in which the Grant Amount is disbursed, recorded and accounted and for all contractual and other relationships with third parties relating to the Grant Activity and the use of the Grant Amount. Any claims for payment from third parties involved in the Grant Activity or other activities by the Grant Recipient are the sole responsibility of Grant Recipient and MedTech Europe will not fund any additional amounts for the Grant Activity or other activities by the Grant Recipient;
3. take all action necessary to reasonably minimise all expenditure and make reasonably economic use of the Grant Amount in relation to Grant Activity;
4. maintain up-to-date and accurate books and records relating to the use of the Grant Amount and provide in due time all reports regarding the expenditures of the Grant Amount under this Agreement.

**Article 3 – MedTech Europe Responsibility**

The Grant Recipient agrees that MedTech Europe’s responsibility is solely to provide the Grant Amount. MedTech Europe will not be liable to the Grant Recipient or to any other person for the Grant Activity or other activities by the Grant Recipient or the use of the Grant Amount (including any claims or losses related thereto).

**Article 4 – Duration and Termination**

4.1 The Agreement shall start on the Effective Date and shall end on day month year **OR** upon conclusion of the Grant Activity (the “End Date”) unless terminated earlier in accordance with Article 4.2.

4.2 MedTech Europe shall have the right to terminate this Agreement effective immediately at any time by written notice when:

1. The Grant Recipient is in breach of its obligations under this Agreement and that breach has not been cured within thirty (30) days from receipt by the Grant Recipient of a notice of default previously send by MedTech Europe to the Grant Recipient; or
2. Any amounts under this Agreement are spent for activities not occurred in or not in accordance with Annex I.

In the event of early termination under 4.2 (i) and (ii), any unpaid Grant Amount payments will no longer be due and the Grant Recipient shall refund immediately the amounts that have already been paid by Medtech Europe in accordance with the payment schedule in Annex II. Termination of this Agreement shall be without prejudice to any rights MedTech Europe may have in respect of any breach by Grant Recipient of any of the provisions of this Agreement that occurred prior to termination.

4.3 If not terminated earlier, this Agreement shall expire on the End Date. All obligations that are by their nature continuing shall survive the expiry or termination of this Agreement, including the obligations relating to confidential information and intellectual property rights.

**Article 5 – Transparency and Compliance with Anti-Bribery Laws**

5.1 The Grant Activity will be independent, non-promotional and free from commercial influence or bias. The Grant Recipient shall ensure that all use of the Grant Amount shall comply with all relevant local laws, regulations and industry codes of conduct.

5.2 MedTech Europe may disclose publicly the financial and non-financial support provided to the Grant Recipient, including, without limitation, the Grant Recipient’s identity, the Grant Amount and purpose of the support.

5.3 The Grant Recipient, or any of its employees, agents and intermediaries, shall not directly or indirectly pay or promise to pay, or authorise the payment of any money, or give, promise to give or authorize the giving of anything of value to any person or entity, including any government official, agency, political party, party official or candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him/her or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for the Parties.

5.4 Grant Recipient shall disclose in the European Transparency Registry the amount of the Grant received from MedTech Europe.

**Article 6 – Intellectual Property Rights**

6.2 The Grant Recipient agrees that all records, documents, papers (including copies and summaries thereof) and other copyrightable works it developed, either alone or with others (the “Work Products”), pursuant to this Agreement are hereby assigned to and shall automatically belong to MedTech Europe, and that any and all worldwide rights to copyright such Work Products, including the right to copy or reproduce the works, to create further derivative works, to file for copyright protection, and to renew such rights, are hereby assigned to, and shall automatically be the exclusive property of MedTech Europe.

6.2 The Grant Recipient will not disclose to MedTech Europe or its members any confidential or proprietary information belonging to any third party without the prior written consent of such party and/or other necessary permissions.

**Article 7 – Confidential Information**

7.1 The Grant Recipient agrees that it will exercise reasonable care and caution to keep confidential any and all proprietary information received from MedTech Europe which is clearly marked “confidential” or specifically identified in writing as confidential or is reasonably foreseeable by either Party as confidential given the nature of the information (the “Confidential Information”). The Grant Recipient will not permit the duplication, use or disclosure of any such Confidential Information to any person or entity or use for its own purposes, both for the duration of this Agreement and afterwards, unless otherwise authorized in writing by MedTech Europe.

7.2 The Grant Recipient undertakes to take any necessary measure to prevent its personnel as well as any person that may have access to the Confidential Information in connection with this Agreement, to disclose, in whole or in part, said information to third parties.

**Article 8 – General**

8.1 This Agreement, together with its Annexes, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter.

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

8.3 All notices and other forms of communication required under this Agreement must be in writing and delivered or transmitted to the recipient in person through a reputable courier service or by registered mail (with acknowledgement of receipt) to the address indicated below:

To MedTech Europe: MedTech Europe, Att. name, Rue Joseph II 40, 1000 Brussels, Belgium

To the Grant Recipient: name, Att. name, address

A notice shall be considered delivered to the recipient’s address on the date of delivery if delivered in person or 3 working days following the date of mailing if sent by registered mail.

Either Party may change the address to which notices are to be delivered or transmitted by giving the other Party written notice to this effect in the manner set forth herein.

8.4 Should a court rule any provision of this Agreement to be unenforceable or prohibited by applicable law, such provision shall be considered void without invalidating the remaining provisions hereof.

8.5 This Agreement shall be interpreted and enforced in accordance with the laws of Belgium. The Parties shall first attempt to settle amicably any dispute arising out of this Agreement, including any question regarding its existence, validity or termination. Should such amicable settlement not be reached within sixty (60) days of written notice by a relevant party of the existence of a dispute, the dispute shall be submitted to the exclusive jurisdiction of the courts of Brussels.

**IN WITNESS WHEREOF**, intending to be legally bound the Parties do hereby agree as of the Effective Date:

|  |  |
| --- | --- |
| **MEDTECH EUROPE AiSBL**  Signature:  Name: Serge Bernasconi  Title: Chief Executive Officer  Date: | **Name**  Signature:  Name:  Title:  Date: |
|  |  |

**Annex I: Grant Activity Description**

Describe in detail the objectives of the programme and activities to be covered by the grant.

**Annex II: Payment Schedule**

MedTech Europe shall pay the amount of amount in words euro (€ amount in numbers) in accordance with the following schedule:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Payment** | **Estimated timeline** |
| Upon signature of this Agreement | 20%, EUR … | … |
| After indicate relevant Grant Activity from Annex I | 40%, EUR… | … |
| After indicate relevant Grant Activity from Annex I | 40%, EUR … | … |