



**EDWARDS
LIFESCIENCES
FOUNDATION**

EVERY HEARTBEAT MATTERS PROGRAM SUPPORT AGREEMENT

1. Parties. This Program Support Agreement (Agreement) is dated as of _____, and confirms the mutual understanding of Edwards Lifesciences Foundation (Foundation), a not-for-profit charitable foundation affiliated with Edwards Lifesciences Corporation (Edwards Lifesciences), and the undersigned grantee (Grantee), with respect to the grant described below. Grantee confirms that it is a not-for-profit organization exempt from taxation pursuant to §501(c)(3) of the Internal Revenue Code.

2. Amount and Purpose of Grant. The Foundation has approved a grant of \$_____ (the Funds) to support the program (Program) described in the Grant Application, a copy of which is attached as Exhibit A and incorporated herein by this reference.

3. Compliance. The Foundation and Grantee each acknowledges that there is no agreement for Grantee and/or its affiliates to purchase, prescribe, or recommend Edwards Lifesciences products. Furthermore, the Foundation and Grantee each acknowledges that the volume or value of referrals or business, if any, between Edwards Lifesciences and/or its affiliates, on the one hand, and Grantee and/or its affiliates, on the other hand, was not a factor in determining the amount of grant or the Grantee's qualification to receive an award.

4. Grant Restrictions. Grantee agrees that the Funds may not be used for any purpose other than the Program without the Foundation's prior written consent. Funds may not be used to defray expenses associated with activities prohibited by the AdvaMed Code of Ethics on Interactions with Health Care Professionals (<http://advamed.org/res.download/112>), such as entertainment, recreation, gifts or prizes. Additionally, Grantee will not use Funds to provide more than an incidental benefit to any individual who is not an appropriate beneficiary of the Grantee's charitable programs. Any travel or meals provided to health care professionals by Grantee must be modest and reasonable (e.g., no lavish hotels and only economy class airfare, etc.). No health care practitioner will be compensated for providing services in support of the Program using the Funds without the prior written consent of Foundation.

5. Grantee's Responsibilities. Grantee agrees that the Program will be independent, non-promotional and free from commercial influence or bias. If the Funds will be used, in whole or in part, for a fellowship, public health fair or screening, medical mercy trip, or continuing medical education (CME) event, as detailed in the Program description set forth on Exhibit A, Grantee agrees to the additional terms and conditions set forth on Exhibit B, which is attached and incorporated by this reference. Grantee further agrees:

- Grantee will disclose to Program participants, in Program literature or otherwise: (a) Foundation's funding of the Program; and (b) any significant relationship between Grantee and Foundation and/or Edwards Lifesciences, and their respective affiliates.
- Awards and scholarships, if any, shall not be attributed to, or named for, the Foundation or Edwards Lifesciences.
- Grantee is solely responsible for the manner in which the Funds will be disbursed and recorded, and for all contractual and other relationships with third parties relating to the Program. Any claims for payment from third parties involved in the Program are Grantee's sole responsibility.

6. Lobbying. Grantee agrees that no part of the Funds will be spent for influencing legislation within the meaning of Section 4945(e) of the Internal Revenue Code. This prohibition does not prevent Grantee from using Funds for communications that do not qualify as lobbying under federal tax law, such as communications with legislators that do not refer to specific legislative proposals or that refer to legislation without reflecting a view on it; Grantee is also not prohibited from using Funds for communications that qualify for any exceptions to the federal tax law definition of

lobbying, such as nonpartisan analysis, study and research, or responding to certain request from a legislative or government agency for comments on legislation.

7. Access to Records. Grantee will maintain accurate books and records in connection with the Program and the Funds, and will retain such records for a period of five (5) years after the Program's conclusion, or for longer periods if required by applicable law. During such period, Grantee authorizes the Foundation and/or its auditors to access all records, including expense records, related to the Program, at a mutually acceptable time and location.

8. Notification. Grantee will notify the Foundation immediately in the event that any of the following occur:

- Grantee obtains a determination letter from the U.S. Internal Revenue Service no longer recognizing the Grantee as an organization described in section 501(c) of the Internal Revenue Code.
- Grantee is unable to use any portion of the Funds for the intended purposes.
- Grantee is unable to comply with any material term of this Agreement.
- Any Funds are used in a manner inconsistent with this Agreement.

9. Return of Funds. Grantee will return to the Foundation: (a) all Funds not used for or committed by the Program; (b) all Funds if the Program is cancelled or postponed longer than 60 days of the Program date(s) set forth in the Grant Application, unless mutually agreed to in writing; and (c) all Funds if Grantee breaches this Agreement. Also, as required by applicable law, Grantee must return the Funds to the Foundation if Grantee is no longer recognized by the Internal Revenue Service as having the tax-exempt status described above.

10. Impact Reporting; Recognition. Grantee will submit the results of the Program at the end of the funding period, and not later than December 1 of the year in which the Funds were granted or as requested by the Foundation, as described on the Foundation's website at www.edwards.com/corporategiving. To the extent applicable and appropriate, Grantee will recognize the Foundation as a philanthropic supporter of the Program.

11. Transparency Law Reporting. The parties agree that Edwards Lifesciences may disclose information regarding this Agreement and its payment provisions if required by applicable law, including the Sunshine Law provisions of the Affordable Care Act, and Edwards Lifesciences may publish such information on its website or in any other public manner to permit Edwards Lifesciences to provide the public with full disclosure of its financial arrangements with health care professionals. Specifically, Edwards Lifesciences may have to report Grantee's use of the Funds as an "indirect payment" (to <https://www.cms.gov/openpayments/> or successor site) if Edwards Lifesciences knows or can determine the identity of a physician or other covered recipient who receives a payment or other reportable transfer of value (e.g., travel, lodging, meals and/or other items) as a result of Grantee's use of the Funds; the report is typically due by the end of the second quarter of the year following the date such Funds were disbursed by Grantee. An "indirect payment" (defined at 42 C.F.R. Section 403.902) is where the applicable manufacturer requires, instructs, directs, or otherwise causes a third party to provide the payment or transfer of value to a physician or other covered recipient. In order for Edwards Lifesciences to comply with its reporting obligations, Grantee agrees to promptly provide to Edwards Lifesciences a full description of any payments or other transfers of value provided to any doctor or teaching institution using the Funds by completing Edwards Spend Collection Form (provided under separate cover) and returning it to Edwards Lifesciences at Global_Transparency@Edwards.com within 30 days of payment or provision of a reportable transfer of value.

12. Non-Exclusion. Each party represents that it is not debarred, suspended, excluded or otherwise ineligible to participate in any federal or state healthcare program. Should either party become ineligible to participate in any federal or state healthcare program, the other party shall have the right to immediately terminate this Agreement.

13. Assignment. Grantee may not assign this Agreement or delegate its obligations without the prior written consent of the Foundation.

14. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Program, and may be modified only by written agreement.

(signatures on following page)

To confirm our mutual understanding of the terms and conditions of this grant, please countersign and return one copy of this Agreement to the Foundation at the address below.

Foundation:

Edwards Lifesciences Foundation

By: _____

Amanda Fowler
Executive Director

Address:

Edwards Lifesciences Foundation

Mail Stop: LINC 4

One Edwards Way

Irvine, CA 92614

Telephone: 949.250. 3730

Grantee

By: _____

Name: _____

Title: _____

Address:

Telephone: _____

EXHIBIT A

[Copy of Grant Application and Supporting Information]

EXHIBIT B

If all or part of the Funds are used for a project or event described below, then the following additional terms and conditions apply:

Program Type	Additional Terms
<p>Fellowship, to defray the expenses of one or more clinicians in training.</p>	<p>Grantee represents that:</p> <ul style="list-style-type: none"> • The Program is for educational purposes only and will not promote Edwards' products, directly or indirectly. • The Funds will be used only to support the educational or research activities of one or more clinicians in training, including reasonable stipend/salary and textbooks for the individual(s) receiving the fellowship. The Funds will not be used to cover expenses for tools, medical equipment, or any fellow's medical practice overhead expenses, such as medical license fees. • Grantee is solely responsible for control of the Program, including establishing criteria for potential fellowship recipients and the actual selection of fellowship recipients. Neither the Foundation nor Edwards Lifesciences will have any influence or control over the selection of fellows. • Any benefit to Grantee's workforce as a result of the fellowship funded by Foundation will be incidental and minimal. • The terms of this Agreement are not inconsistent with any other contractual or legal obligations of Grantee or with the policies of any institution governing Grantee. • No Funds will be used by Grantee to cover administrative costs or other such overhead expenses. • In order for Edwards Lifesciences to comply with the Sunshine Law provisions of the Patient Affordable Care Act, Grantee will promptly provide to Edwards Lifesciences a full description of the Funds' disbursement to the fellow(s) selected by Grantee using the Edwards Spend Collection Form (provided under separate cover), including the full name, address and telephone number of such fellow(s), and the date(s) and amount(s) disbursed. Grantee will provide relevant information to Edwards Lifesciences at Global_Transparency@Edwards.com within 30 days of disbursement. If Funds are disbursed in increments, relevant information will be provided to Edwards Lifesciences within 30 days of each disbursement.
<p>Screening and/or health fair, in which underserved communities may receive assessments and/or treatment</p>	<p>Grantee represents that Grantee will engage only licensed and qualified clinicians to provide such services, and that no patient will be billed for such services.</p>

<p>Charitable medical mercy or mission trip, during which clinicians will travel outside the United States to treat underserved patients</p>	<p>Grantee represents that Grantee will engage only licensed and qualified clinicians to provide such services, and that such clinicians will be trained on and proficient in the use of any medical technology used in the provision of such services, and that no patient will be billed for such services.</p>
<p>Continuing Medical Education event, whether or not accredited</p>	<p>Grantee represents that:</p> <ul style="list-style-type: none"> • Grantee is solely responsible for control of the Program, including selection of content, attendees, faculty, presenters and moderators. In providing the Funds, neither the Foundation nor Edwards Lifesciences may require, instruct, direct or otherwise cause Grantee to provide any payment or other transfer of value, in whole or in part, to a covered recipient under applicable Sunshine Law provisions of the Patient Affordable Care Act. The Foundation, Edwards Lifesciences and/or their agents will not suggest or recommend attendees, faculty, presenters or moderators to such events, nor will they respond to Grantee-initiated requests for suggestions of faculty or sources of possible presenters. Grantee will select faculty, presenter(s) and moderator(s) based solely on qualifications, expertise, balance and independence. • If accredited, Grantee will ensure that the Program is accredited for continuing medical education units using standards of a nationally recognized accreditor (e.g., ACCME), as further described in 42 CFR §403.904(g). • Grantee will not permit any “scripting,” emphasis, or influence on content of the Program by the Foundation, Edwards Lifesciences or their agents. • Grantee will not permit any promotional activities in the same room as the Program, and will not permit any product advertisement in such meeting rooms. • Grantee will make every effort to ensure that any data regarding any Edwards Lifesciences products (or competitive products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments. • Grantee will ensure, to the extent possible, disclosure of limitations of data (e.g., ongoing research, interim analysis, preliminary data, or unsupported opinion). • Grantee will require that presenters disclose when a product is not approved in the U.S. for the use under discussion. • Grantee will ensure opportunities for questioning or scientific debate. • Any meals provided to program attendees will be modest and served in a manner that will preclude the program organizer from knowing whether individual attendees participated in the meal (buffet style).