



**EDWARDS  
LIFESCIENCES  
FOUNDATION**

## **EVERY HEARTBEAT MATTERS PROGRAM SUPPORT AGREEMENT**

1. **Parties.** This Program Support Agreement (Agreement) is dated as of September 1, 2017, 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), a not-for-profit charitable organization, with respect to the grant described below.

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 and incorporated as Exhibit A.

3. **Grantee's Obligations.** Grantee agrees to use the Funds to support (checked as applicable):

- \_\_\_ [General programs/public education] Grantee's educational, professional, medical and/or scientific mission.
- \_\_\_ [Fellowships] Grantee's fellowship program, to defray the expenses of one or more clinicians in training. In this connection, Grantee represents:
  - 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 to comply with the Sunshine Law provisions of the Patient Affordable Care Act, Grantee will promptly provide to Edwards a full description of the Funds' disbursement to the fellow(s) selected by Grantee using the Edwards Spend Collection Form, 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 by email at [Global\\_Transparency@Edwards.com](mailto:Global_Transparency@Edwards.com) within 30 days of disbursement. If Funds are disbursed in increments, relevant information will be provided to Edwards within 30 days of each disbursement.
- \_\_\_ [Screening and health fairs] Grantee's health fair program in which underserved communities will receive wellness education and/or screenings performed by qualified and licensed clinicians engaged by Grantee.
- \_\_\_ [Medical mission] Grantee's charitable medical mission.
- \_\_\_ [CME education] Grantee's CME symposium. In this connection, Grantee represents:
  - 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.

- 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 disclose to attendees in program literature or otherwise: (a) the Foundation's funding of the Program; and (b) any significant relationship between Grantee and the Foundation (e.g., grant recipient) or between individual speakers or moderators and the Foundation or Edwards Lifesciences.
- 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.

**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. Grantee confirms that it is a not-for-profit organization exempt from taxation pursuant to §501(c)(3) of the Internal Revenue Code or, if based outside of the U.S., it is a public charity substantially similar in governance, operation and mission to qualified, tax exempt U.S. based charitable organizations.

**5. Grantee's Responsibilities.** Grantee agrees that the Program will be independent, non-promotional and free from commercial influence or bias. 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.
- 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. 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.

**7. 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 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.

**8. 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.

**9. 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](http://www.edwards.com/corporategiving). To the extent applicable and appropriate, Grantee will recognize the Foundation as a philanthropic supporter of the Program.

**10. Compliance.** (a) 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.

(b) Each of the Foundation and Grantee 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.

**11. 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.

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

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

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

Grantee

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Edwards Lifesciences Foundation  
Mail Stop: LINC 4  
One Edwards Way  
Irvine, CA 92614  
Telephone: 949.250.2773

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**EXHIBIT A**

[Copy of Grant Application and Supporting Information]