



EDWARDS
LIFESCIENCES
FOUNDATION

EVERY HEARTBEAT MATTERS CHARITABLE PROGRAM SUPPORT AGREEMENT

1. Parties. This Charitable 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 **INSERT CHARITY NAME** (Charity). Charity 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 Charitable Contribution. Subject to the terms expressly provided in Section 10 herein, the Foundation has approved a charitable contribution of \$ _____ (the Funds) to support the program (Program), **INSERT short name / description of Program, e.g., "Cardiac Training Mission"**, as described in the Charity's approved application and budget submitted to and on file with the Foundation. Charity will use the Funds solely for the Program and consistent with such application and budget. Any changes in the Program must be reviewed and approved by the Foundation in advance, in writing.

3. Compliance. Foundation and Charity each acknowledge that there is no agreement for Charity and/or its affiliates to purchase, prescribe, or recommend Edwards Lifesciences products. Foundation and Charity acknowledge that the volume or value of referrals or business, if any, between Edwards Lifesciences (and/or its affiliates) and Charity (and/or its affiliates) is not a factor in determining the amount of the Funds or Charity's qualification to receive the Funds.

4. Funding Restrictions. Charity agrees as follows:

- a. The Funds may not be used for any purpose other than the Program without the Foundation's prior written consent.
- b. Charity will comply with all applicable laws and regulations, including laws addressing fraud, waste and abuse (e.g., the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), anti-bribery and anti-corruption laws (e.g., the U.K. Bribery Act, the Foreign Corrupt Practices Act), and data protection and data privacy laws (e.g., GDPR, HIPAA), among others.
- c. Charity will not use the Funds to provide more than an incidental benefit to any individual outside the Program's intended charitable beneficiaries.
- d. Except as permitted in this section, Charity will not use the Funds for (i) honoraria, salary support, or other compensation to healthcare professionals ("HCPs") (other than modest stipends or expense reimbursement); (ii) lavish or excessive entertainment, gifts, travel, or meals; or (iii) any purpose that could create an undue financial benefit for individual HCPs. Reasonable and modest travel and meal expenses directly related to the Program are permitted. Notwithstanding the foregoing restrictions, a portion of the Funds may be used to compensate honoraria/salary support for HCPs from developing countries at fair market value for work directly related to the Program. Charity acknowledges that it is Charity's sole responsibility to ensure that any such use of Funds for compensation complies with local laws; and the Charity further acknowledges that neither the Foundation nor Edwards Lifesciences have not instructed or directed Charity to make payment to any specific HCPs.
- e. Charity controls and is responsible for all aspects of the Program, including (as applicable) establishing eligible participation or attendance criteria, selecting participants or recipients, determining Program content, and ensuring Program independence from commercial influence.

- f. All trainers, educators, or other providers engaged under the Program must be appropriately licensed and/or qualified.
- g. Services provided at screenings, health fairs, or treatment programs may only be delivered by qualified HCPs and/or experts. No patient or other third party should be billed for any such services to the extent the services are provided (in whole or in part) with support from the Funds.
- h. If any part of the Funds are used for medical treatment, such treatment must be provided only to underserved patients without the ability to pay and delivered by qualified HCPs. All clinical decisions rest solely with the treating providers.
- i. No part of the Funds may be used to promote (either directly or indirectly) Edwards Lifesciences products in connection with the Program. If Edwards Lifesciences products are required to deliver any aspect of the Program, those products must be separately donated to Charity by Edwards Lifesciences or other third-party provider. Patients and/or third-parties must not be billed for the value of such donated products.
- j. Charity shall not use any portion of the Funds in a manner inconsistent with Section 501(c)(3) of the Code, including:
 - influencing the outcome of any specific election for candidates to public office;
 - inducing or encouraging violations of law or public policy; or
 - causing any private inurement or improper private benefit to occur.
- k. No part of the Funds may be used or earmarked to carry on, directly or indirectly, any voter registration drive.

5. Charity's Responsibilities. The Program will be independent, non-promotional and free from commercial influence or bias. Charity will disclose the Foundation's support of the Program, and any significant relationship with the Foundation or Edwards Lifesciences, in Program materials or otherwise, provided, however, that Charity will not issue any press releases, literature, advertising, or public written statements referring or relating to this Agreement without the Foundation's prior written consent, absent an express legal obligation to do so. Charity is solely responsible for disbursement and recordkeeping associated with the Funds and for all contractual and other relationships with third parties involved in the Program. Any claims for payment from third parties associated with the Program are Charity's sole responsibility. The Charity's obligations under this Agreement extend to any individuals or organizations to which Charity dispenses the Funds ("Sub-Charities"), and the Charity shall ensure that all Sub-Charities comply with the applicable terms and conditions of this Agreement.

6. Lobbying. Charity agrees that no part of the Funds will be spent to influence legislation within the meaning of Section 4945(e) of the Internal Revenue Code.

7. Faith-Based Activities. Charity agrees that no part of the Funds will be used for faith-based activities that further religious doctrines.

8. Access to Records. Charity will maintain accurate books and records in connection with the Program including records substantiating Charity's expenditure of the Funds and will retain such records for a period of five (5) years after the Program's conclusion and/or use of the Funds, or for longer periods if required by applicable law. During such period, Charity 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.

9. Notification. Charity will notify the Foundation at the contact information below immediately in the event that any of the following occur: (a) Charity obtains a determination letter from the U.S. Internal Revenue Service no longer recognizing the Charity as an organization described in section 501(c) of the Internal Revenue Code; (b) Charity is unable to use any portion of the Funds for the intended purposes; (c) Charity is unable to comply with any material term of this Agreement; or (d) any Funds are used in a manner inconsistent with this Agreement, or (e) if there is any merger, consolidation, reorganization, dissolution, or transfer of all or substantially all assets of Charity, or any change in control or legal status of Charity.

Notifications to the Foundation:

Amanda Fowler, Executive Director, Edwards Lifesciences Foundation

E-Mail: Amanda_fowler@edwards.com; [Edwards Lifesciences Foundation@edwards.com](mailto:Edwards_Lifesciences_Foundation@edwards.com)

10. Return of Funds. Charity shall use the Funds solely for the Program, and Charity shall repay to Foundation any portion of the Funds that is not used for the Program. Charity will return any funds that have not been spent or committed by the deadline provided in the Program application or within six (6) months of such deadline, unless Foundation has agreed to an extension of such date in advance and in writing, which extension approval may be withheld for any reason. If Charity is required to return the Funds pursuant to section 10, Charity must do so within sixty days of the occurrence of the event requiring the return of Funds.

11. Remedies. Charity shall immediately repay to Foundation any portion of the Funds which is spent or committed for any purpose other than the purpose for which this grant was made. If the Foundation in its reasonable discretion determines that Charity has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit adequate reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Charity under this or any other grant agreement, and Foundation may demand the return of all or part of the Funds not properly spent or committed to third parties, which Charity shall immediately repay to Foundation. Foundation may also avail itself of any other remedies available by law. This Agreement may be enforced by Foundation by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. Charity acknowledges and agrees that Foundation shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this Agreement.

12. License. Charity grants the Foundation and Edwards Lifesciences a non-exclusive, worldwide, royalty-free license and unrestricted permission to list Charity's name, trademarks, service marks, logos, credentials and professional background in any and all marketing or promotional materials that the Foundation deems appropriate for the marketing or promotion of Edwards Lifesciences Foundation and/or the Every Heartbeat Matters Program under this Agreement.

13. Impact & Transparency Reporting. Charity will provide the Foundation with an annual reporting on the Funds and submit the results of the Program at the end of the funding period, and not later than December of the following year in which the Funds were granted or as requested by the Foundation ("Impact Reporting"). Edwards Lifesciences may be required to publish or disclose information regarding this Agreement and the Funds under applicable law, including the U.S. Physician Payments Sunshine Act (42 U.S.C. § 1320a-7h), among others. Charity agrees to provide to the Foundation a full description of any payments or other transfers of value provided to any HCP or covered institution using the Funds, based on a form to be provided by Edwards Lifesciences within a reasonable period not to exceed 30 days after a request for such information has been received.

14. Indemnification. Charity hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Foundation, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Charity, its officers, directors, employees, or agents, in applying for or accepting the Funds, in expending or applying the Funds, or in carrying out the Program, except to the extent that such claims, liabilities, losses, or expenses were caused by any act or omission of Foundation, its officers, directors, trustees, employees, or agents.

15. Insurance. Charity will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Program in accordance with generally accepted industry standards and as required by law. Charity will ensure its' Sub-Charities and subcontractors maintain insurance coverage consistent with this section.

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

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

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

19. No Pledge. Neither this Agreement nor any other statement, oral or written, nor the making of this grant of the Funds or any other contribution or grant to Charity, shall be interpreted to create any pledge or any commitment by Foundation or by any related person or entity to make any other grant or contribution to Charity or any other entity, for the Program or any other project. This grant of the Funds shall be a separate and independent transaction from any other transaction between Foundation and Charity or any other entity. Charity acknowledges that any prior communication regarding this grant between Charity and Foundation representative(s), including but not limited to Foundation directors or officers, constituted communications made or received in such individual's capacity as a representative of Foundation and not in such representative's personal capacity.

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

Charity Name:

By: _____

Amanda Fowler
Executive Director

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Address:

Edwards Lifesciences Foundation
Mail Stop: B74138
One Edwards Way
Irvine, CA 92614

Charity Address: