



## 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 the undersigned charity (Charity), with respect to the program support described below. 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.** The Foundation has approved a charitable contribution of \$ \_\_\_\_\_ (the Funds) to support the program (Program) described in the Application, a copy of which is attached as Exhibit A and incorporated herein by this reference.

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

**4. Funding Restrictions.** Charity agrees that the Funds may not be used for any purpose other than the Program without the Foundation's prior written consent.

- **Global Regulations:** Charity will comply with (and shall be solely responsible for any failure to comply with) all relevant laws, rules and regulations in connection with its administration of the Program, including but not limited to laws that combat fraud, bribery, and corruption, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act, as well as data protection laws, including but not limited to the EU's General Data Protection Regulation. Further, Charity acknowledges that Edwards has adopted and adheres to the requirements of certain industry codes on ethical interactions with health care professionals<sup>1</sup> (HCPs), such as the AdvaMed Code of Ethics on Interactions with Health Care Professionals and the MedTech Europe Code of Ethical Business Practice (MedTech Europe Code), which can be accessed via [Edwards Corporate Compliance website](#). Charity warrants that the Program is compliant with all such relevant requirements.
- **Incidental Benefits:** Charity will not use the Funds to provide more than an incidental benefit to any individual who is not an appropriate beneficiary of the Charity's charitable programs.
- **HCP Compensation and Other Transfers of Value:** The Foundation expects that HCPs based in developed<sup>2</sup> countries involved in charitable humanitarian work and/or medical outreach programs will not earn extra income or payments of any kind from any entity as a result of the Program or use of the Funds, including, but not limited to: any activity outside of the Program, procedures, lectures, speaking engagements, current or future business development discussions or consulting. Charity agrees to the additional terms and conditions set forth on Exhibit B regarding Funds to HCPs.

**5. Charity's Responsibilities.** Charity 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, humanitarian medical trip, or continuing medical education (CME) event, as detailed in the Program description set forth on Exhibit A, Charity agrees to the additional terms and conditions set forth on Exhibit B, which is attached and incorporated by this reference. Charity further agrees:

<sup>1</sup> Health Care Professional – as defined by [AdvaMed](#): any person or entity (a) authorized or licensed in [the United States] to provide health care services or items to patients or (b) who is involved in the decision to purchase, prescribe, order, or recommend a Medical Technology [in the United States]. This term includes individual clinicians (for example, physicians, nurses, and pharmacists, among others), provider entities (for example, hospitals and ambulatory surgical centers), and administrative personnel at provider entities (for example, hospital purchasing agents). This term does not include Health Care Professionals who are bonafide employees of a Company, while acting in

- Charity will disclose to Program participants, in Program literature or otherwise: (a) Foundation’s funding of the Program; and (b) any significant relationship between Charity and Foundation and/or Edwards Lifesciences, and their respective affiliates.
- Charity 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 Charity’s sole responsibility. Further, the Charity’s obligations under this Agreement shall be deemed to apply to and bind any other individuals or organizations that Charity disperses the Funds to under the Program (Sub-Charity(s)). Charity shall require any such Sub-Charity(s) to comply with all applicable terms and conditions of this Agreement, including the requirements set forth on Exhibit B.

**6. Lobbying.** Charity 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 Charity 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. It is also acceptable for the Charity to use 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. 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 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, 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 immediately in the event that any of the following occur:

- 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.
- Charity is unable to use any portion of the Funds for the intended purposes.
- Charity is unable to comply with any material term of this Agreement.
- Any Funds are used in a manner inconsistent with this Agreement.

**10. Return of Funds.** Charity 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 six months from the Program date(s) set forth in the Application, unless mutually agreed to in writing; and (c) all Funds if Charity breaches this Agreement. Also, as required by applicable law, Charity must return the Funds to the Foundation if Charity is no longer recognized by the Internal Revenue Service as having the tax-exempt status described above.

**11. Recognition.** No press releases, literature, advertising, or public written statements referring or relating to this Agreement shall be made by Charity without the prior written consent of the Foundation, absent an express legal obligation to do so. Charity hereby 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.

**12. Impact Reporting.** Charity will 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, as described on the Foundation’s [Program and Reporting Guidelines](#) website. Charity acknowledges that it will comply with a detailed review of submitted impact report, as requested by the Foundation, for up to 18 months after results are provided to the Foundation.

**13. Transparency Law Reporting.** The parties agree that Edwards Lifesciences may publish or disclose information regarding this Agreement and its payment provisions if required by applicable law, including the Sunshine Law provisions of the Affordable Care Act, the MedTech Europe Code and, if applicable, other countries' requirements. In countries that have specific disclosure/transparency laws, the Charity shall provide all necessary information and documentation to allow Edwards Lifesciences to comply with its transparency obligations.

- In order for Edwards Lifesciences to comply with its reporting obligations, Charity agrees to provide to the Foundation a full description of any payments or other transfers of value provided to any HCP or teaching institution using the Funds at the end of the funding period and not later than December of the year in which the Funds were granted or as required by the Foundation, alongside Impact Reporting as referred to in the previous paragraph.

**14. 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.

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

**16. 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

Charity Name:

\_\_\_\_\_

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

Amanda Fowler  
Executive Director

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

Edwards Lifesciences Foundation  
Mail Stop: B71438  
One Edwards Way  
Irvine, CA 92614  
Telephone: 949.250.3730

Charity Address:

## **EXHIBIT A**

Charity submitted documents contained in the following pages attached:

Every Heartbeat Matters Proposal  
Program Budget

## EXHIBIT B

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

Program Type	Additional Terms
Funds to HCPs	<p>Charity agrees that:</p> <p>No Funds may be used for:</p> <ul style="list-style-type: none"> <li>• Regular salary support of an HCP based in a developed country, though they may continue to receive their regular salary while performing humanitarian care;</li> <li>• Regular salary support of an HCP based in a developing<sup>2</sup> country, when not related to humanitarian work;</li> <li>• Honoraria, stipends or other payments for HCPs based in a developed country for humanitarian patient programs;</li> <li>• Entertainment, recreation, gifts or prizes for HCPs based in a developed or developing country;</li> <li>• “Lavish” travel or meals for HCPs based in a developed or developing country (i.e., no business- or first-class airfare);</li> </ul> <p>Funds may be used for:</p> <ul style="list-style-type: none"> <li>• Modest and reasonable stipend or service fee for an HCP based in a developing country who is providing healthcare services for a charitable program (e.g., stipend for a surgeon based in India who brings a philanthropic educational program to an underserved clinical institution in a developing region, or stipend for an echo technician based in Uganda screening underserved patients);</li> <li>• Modest and reasonable financial support or salary for an HCP based in a developed or developing country employed or contracted at a charitable, humanitarian health care clinic that provides free or deeply discounted services;</li> <li>• Educational items for HCPs and patients based in developed or developing countries;</li> <li>• Modest and reasonable travel and meals for HCPs based in developed or developing countries.</li> </ul>
Fellowship to defray the expenses of one or more HCP in training:	<p>Charity represents that:</p> <p>The Program is for educational purposes only and will not promote Edwards’ products, directly or indirectly.</p> <p>The Funds will be used only to support the educational or research activities of one or more HCP in training, including reasonable stipend 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.</p>

	<p>Charity 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.</p> <p>Any benefit to Charity's workforce as a result of the fellowship funded by Foundation will be incidental and minimal.</p> <p>The terms of this Agreement are not inconsistent with any other contractual or legal obligations of Charity or with the policies of any institution governing Charity.</p>
CME event, whether or not accredited:	<p>Charity represents that:</p> <p>Charity is solely responsible for control of the Program, including selection of content, attendees, faculty, presenters and moderators.</p> <p>In providing the Funds, neither the Foundation nor Edwards Lifesciences may require, instruct, direct or otherwise cause Charity 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.</p> <p>The Foundation, Edwards Lifesciences and/or their agents will not suggest or recommend, nor respond to Charity-initiated requests for suggestions of, attendees, faculty, presenters or moderators to such events. Charity will select faculty, presenter(s) and moderator(s) based solely on qualifications, expertise, balance and independence.</p> <p>If accredited, Charity will ensure that the Program is accredited for CME units using standards of a nationally recognized accreditor (e.g., ACCME), as further described in 42 CFR §403.904(g).</p> <p>Charity will not permit any "scripting," emphasis, or influence on content of the Program by the Foundation, Edwards Lifesciences or their agents.</p> <p>Charity will not permit any promotional activities in the same room as the Program and will not permit any product advertisement in such meeting rooms.</p> <p>Charity 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.</p> <p>Charity will ensure, to the extent possible, disclosure of limitations of data (e.g., ongoing research, interim analysis, preliminary data, or unsupported opinion).</p>

	Charity will require that presenters disclose when a product is not approved in the U.S. for the use under discussion.
Screening and/or health fair in which underserved patients may receive assessments:	Charity represents that Charity will engage only licensed and qualified HCPs to provide such services, and that no patient will be billed for such services.
Medical treatment:	<p>Charity acknowledges and agrees that any use of the Funds to provide medical care, whether through visiting humanitarian medical mission trips staffed by non-compensated volunteers or through an existing clinical site providing treatment of underserved patients, will have the following conditions:</p> <p><b>Patient requirements:</b></p> <ul style="list-style-type: none"> <li>Charity will conduct due inquiry to ensure that only underserved patients with demonstrated inability to pay will benefit from the Program;</li> <li>The Funds will be used to defray the cost of only medically necessary treatment.</li> </ul> <p><b>Clinical requirements:</b></p> <ul style="list-style-type: none"> <li>Only licensed and qualified HCPs will provide such medical treatment, and such HCPs will have been trained on and proficient in the use of any medical technology used in the care of such indigent patients;</li> <li>All decisions on appropriate clinical care for patients (including but not limited to diagnosis, treatment, technologies used, and follow-up care) are at the discretion of the HCPs.</li> </ul> <p><b>Technology requirements:</b></p> <ul style="list-style-type: none"> <li>There is no requirement or understanding, express or implied, that Edwards Lifesciences products or technologies will be used in the treatment of such patients;</li> <li>In the event that an Edwards Lifesciences product is used to treat a patient as part of the Program, that product must be donated by Edwards Lifesciences. Edwards Lifesciences product donations are available via MAP International at <a href="http://www.MAP.org/EHM">www.MAP.org/EHM</a>.</li> </ul> <p><b>Billing requirements:</b></p> <ul style="list-style-type: none"> <li>No patient or other third party will be billed by a treating HCP or hospital or other care facility for such medical services without the prior written consent of Foundation;</li> <li>In no event, may any third party be billed for the value of Edwards Lifesciences technology used in a charitable procedure;</li> <li>No Funds will be remitted outright to patients, unless for reimbursement of expenses associated with medical care, such as transportation, housing, meals, etc.</li> </ul>