

Grant Agreement

This is a Grant Agreement (« Agreement »), dated as of _____, 20__, by and between the European Geriatric Medicine Society (hereafter "EuGMS"), a Belgian nonprofit corporation, and [insert legal name], a [insert the type of entity and jurisdiction of organization] ("Funder"), hereafter identified:

Between:

1. European Geriatric Medicine Society (EuGMS) with registered office in Brussels, _____, with BCE number 0475.491.624.
EuGMS Secretariat - Via Roma, 10, 16100 Genoa, Italy
Duly represented by [name], of full legal age and [country] nationality, Directors, with ID _____ (hereinafter referred to as "EuGMS") *only if necessary

And

2. Funder _____, incorporated under the laws of _____(country), headquartered at _____, VAT: _____,
Duly represented by [name], of full legal age and country] nationality, with ID _____ (hereinafter referred to as "[company]") *only if necessary

Further individually referred to as "Party" or collectively as "Parties".

PREAMBLE

- A. EuGMS is a non-profit corporation or "Association internationale à but non lucratif" (Aisbl) established under Belgian law in _____. EuGMS mission is to develop geriatric medicine in Europe, to support availability of geriatric services to all European citizens and to promote education, continuing professional development and research.
 - B. EuGMS is an independent scientific medical society. To follow its goal – the improvement of high-level geriatric health care for the elderly throughout Europe - it welcomes sponsorship from pharmaceutical companies, manufacturers of medical products and other external national and international agencies.
 - C. EuGMS offers its expertise in the care of older people and research in older individuals, and its wide range of contacts with European and national societies to third parts that share interests in this area.
- A. Funder is a company specializing in _____
 - B. Funder desires to financially support the Project described in **Exhibit B**, by making a non-refundable grant ("Grant") to EuGMS under the terms of this Agreement, as described more fully in the Grant Plan attached as **Exhibit A**.
Whereas sponsorship is always based on the common respect of strict ethical principles governing the relationship between the medical profession and pharmaceutical companies or other organizations. Both partners will always maintain professional autonomy, independence and commitment to the principles of medical research and science.

EuGMS and Funder agree as follows:

1. CORE TERMS

1.1 EuGMS' mission

EuGMS' mission is:

EuGMS Secretariat

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- a. To develop geriatric medicine in Europe as an independent specialty caring for older people with age-related disease.
- b. To support that these services become available to all European citizens.
- c. To support the development of health services suitable for an ageing population.
- d. To promote education and continuing professional development, to promote geriatric medicine, to promote evidence-based consensus for the most efficacious preventive and treatment strategies for older people in Europe.

1.2 Grant

The Funder is making a Grant to EuGMS in the amount and in accordance with the schedule set out in the Grant Plan.

1.3 Use of Grant

EuGMS will use the Grant, and any income earned on the Grant funds, for the purpose set out in the Grant Plan.

1.4 Grant Period

The grant period ("Grant Period") is stated in the Grant Plan.

1.5 Products

All products which are commercialized, marketed, endorsed, licensed, by the Funder, whether commercialized under its own tradenames, trademarks and/or any other sign whatsoever, or not.

2. COMMUNICATION; REPORTS; RECORDS

2.1 Contact Persons

For convenience sake EuGMS and Funder will each appoint one individual to act as principal contact person for notices and other communication under this Agreement as provided for in **Exhibit A**.

EuGMS and Funder may change its contact person at any time by sending a prior written notice to the other party.

2.2 Reporting

EuGMS (and/or EuGMS task group) reporting commitments are described in **the Grant Plan**

Recordkeeping

EuGMS will maintain its books and records relating to the use of Grant funds available for three years after the termination or expiration of this Agreement. At the Funder's written request, EuGMS will provide Funder with a financial report detailing EuGMS's use of the Grant Funds, and it will make its records available for Funder's review.

3. DONOR RECOGNITION

Due to its (statutory) goals and nature EuGMS may not announce and publicize the Grant in recognition of Funder's support. However, sponsorship will be published in its financial records as a percentage of Society income in accordance with the applicable transparency rules of the European Medicines Agency (EMA).

Unless if otherwise agreed upon between the Parties, EuGMS shall otherwise not disclose the other Party's name and the amount of the Grant. to any other person or organisation except where legally required

Any such consent shall in any even not be given or validly consented to if the use of the EuGMS logo may in any way affect its reputation or scientific credibility. EuGMS shall decide sovereignly with no need to justify its decision.

Should both Parties wish to make a public communication relating to the Grant, Parties shall meet and confer in order to draft a common statement.

4. GRANT ADMINISTRATION

4.1 Funds Management

EuGMS will manage the Grant funds in accordance with the law, this Agreement, and EuGMS internal policies. EuGMS may combine the Grant funds with EuGMS's other assets for investment purposes or grants.

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4.2 Changed Circumstances

If the Grant is restricted to a particular program and/or purpose, and/or specific Project, EuGMS will notify Funder if EuGMS determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose.

In that case, and in case where a portion of the Grant remain unspent or unallocated upon completion of the applicable purpose, Funder recognizes and accepts that EuGMS shall use the remaining Grant funds on an unrestricted basis in line with its statutory mission.

5. COMPLIANCE

5.1 Tax Status

EuGMS is a tax-exempt public charity under Belgian law. EuGMS will promptly notify Funder of any changes in such status.

5.2 Anti-Terrorism and anti-laundering money

Neither EuGMS nor Funder will:

- engage in illegal or unlawful activities which may adversely affect, *inter alia* EuGMS' reputation and honorability, or its members; and/or
- provide resources and/or support to, receive resources or support from, or associate in any way with any individual or entity that engage in drug trafficking and/or activities of terrorism;
- Funder agrees to be fully compliant with any applicable Law relating to the prevention of use of the financial systems for purposes of laundering money and terrorism financing, amongst other the latest Law of 18 September 2017 on the prevention of money laundering, terrorism financing and limitation of cash use.

6. USE OF THE PROJECT & PUBLICITY

6.1 Except as provided for hereafter the use of each other's logo, tradenames, trademarks and other I.P. rights, in internal and external communications, including, without limitation, websites and in its outreach materials, will be subject to the other Party's consent.

6.2 Parties

- shall draft a joint press release to make public the funding source and Project;
- shall not issue a press release;

6.3 Use of the logo

6.3.1 EuGMS' logo will appear at the beginning and end of any document which will be downloaded or uploaded on the platform. The purpose is to mention the scientific and expertise role played by EuGMS.

6.3.2 The Funder's logo will be inserted as document header or footer text upon EuGMS discretionary choice and authority.

6.4 Funder is hereby licensed on a non-exclusive temporary basis to use the EUGMS logo on the following supports:

- Funder's website relating to the Project
- Funder's commercial statements relating to the Project
- Funder's corporate documentation relating to the Project
- Other:

Absent box checked it is agreed upon that any use of the EUGMS logo is not authorized.

6.5 Funder expressly authorizes EuGMS to use its company name and/or trademarks, if needed, for communication and publication purposes which are directly related to the scope of present Agreement

6.5 EuGMS will remain free to decide whether or not the Funder's logo will be mentioned on its website: <http://www.eugms.org>.

6.6 It is equally agreed upon that at no time during the Agreement or at any time afterwards, unless prior written consent has been obtained from the other Party, neither of the Parties will:

- make any claim or statement of association or link with the other Party; or,
- use any (un) authorized quote derived from any Party, in any way,

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- use any materials produced pursuant to the Project;

6.7 Funder acknowledges and agrees however that the funding of the Project shall not imply an endorsement of the Products sold by Funder by EuGMS.

The Parties further agree that the Funds granted under this Agreement will not result in any direct or indirect promotion and/or marketing, and/or endorsement of the Funder's Products. EuGMS and Funder will both comply with each other trademark guidelines that the other party may provide

Parties acknowledge that while sponsorship is always welcome it is based on the common respect of strict ethical principles governing the relationship between the medical profession and pharmaceutical companies or other organizations.

Therefore, Parties shall always maintain professional autonomy, independence and commitment to the principles of medical research and science.

Funder shall be authorized to promote the content of the Project within medical population in any of the standard communication strategies such as websites, medical visitations, promotional materials for health care professionals, specialized media, and lectures subject to these principles unless the content as used by Funder is not in line with the nature, scope and results of the Project and ethical guidelines.

- 6.8 To safeguard principles of scientific integrity and academic freedom, Funder expressly agrees that it shall have no editorial control or input into the Project, Project results or uses of the Project. EuGMS has the sole discretion to use, publish, reproduce, or distribute the Project or Project results, anywhere, including the right to not use, publish, reproduce, or distribute the Project or Project results.
- 6.9 Funder may request, at any time, including after termination of the Agreement, from EuGMS, a prior authorization to further use the Project and/or results or parts thereof, for instance for developing any Products, medications, and/or publication purposes in respect thereof.
- 6.10 The purpose of the Agreement is to allow EuGMS, to be and remain - at all times - scientifically absolutely free to determine the scope, nature of the Project, the use (or not use) of the Project, its findings, its results, and any information that may be derived therefrom.
- 6.11 Funder acknowledges and agrees that it will not take any action, whether directly or indirectly, which could jeopardize or adversely affect the independent nature of EuGMS and/or its members and/or board.
- 6.12 EuGMS shall, at all times, endeavor to use any and all information and/or scientific or materials findings to further its statutory mission. EuGMS shall not be bound, in any way of form it may be, by any other interests, including commercial and/ or financial interests or objectives.

7. CONFIDENTIALITY

The Agreement, Exhibits, content and results deriving from the Project are strictly confidential.

Parties shall not disclose such information with respect to Agreement, except for any and all information relating to the Project which may have been publicly disseminated and/or published by EuGMS.

Funder agrees to keep and hold information received by or from EuGMS, with respect to the Project, secret and confidential and acknowledges that all such information is the proprietary and trade secret information of EuGMS.

Funder will not disclose such information (especially unpublished data) with respect to the Project to any other person. Funder shall use its best efforts, at its own expense, to prevent the unauthorized use of the Project by its personnel, employees, agents, etc..

8. INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP

Intellectual Property developed by EuGMS under this Grant Agreement, including patents, copyrights and related rights, shall be owned by EuGMS, as between the parties, EuGMS shall be the sole owner of all Project results.

9. GENERAL PROVISION

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9.1 Entire Agreement

This Agreement, together with the Exhibits, expresses the final and complete agreement between EuGMS and Funder. It supersedes any and all prior or contemporaneous agreement, communications, or course of dealing between EuGMS and Funder relating to its subject matter. If there are any inconsistencies between the Grant Plan and this Agreement, this Agreement will control.

9.2 Amendment

This Agreement may not be altered, amended, modified or revoked unless such amendment negotiated between the Parties, submitted to the general assembly of the AISBL and is in writing and signed by both EuGMS and Funder and which recites that it is an amendment to this Agreement.

9.3 Provisions

If any provision or clause of this Agreement is held to be invalid, void or unenforceable by a duly appointed Court or Arbitrator, the remaining provisions shall nevertheless continue in full force.

9.4 Relationship

The relationship created by this Agreement is strictly limited to funding a grant. Neither Party will have the authority to act for or bind the other in any way, or to sign the other's name, or to obtain or grant credit or to respond that one is in any way responsible for the other's acts or omissions.

9.5 Waiver of rights

No waiver by either party of any default under this Agreement will operate as a waiver or any other default for the other's acts or omissions.

9.6 Third Party Beneficiaries

This Agreement is for the exclusive benefit of EuGMS and Funder, and not for the benefit of any third party, including, without limitation, any partner, employee, or volunteer of EuGMS.

No Party is allowed to assign the rights from this Agreement.

9.7 Governing Law

This Agreement will be governed and construed under Belgian Law.

The Courts and tribunal of Brussels, Belgium, will be exclusively competent for any and all disputes that may arise between the Parties relating to the existence, interpretation and/or execution of this Agreement.

International laws on conflict of law or jurisdiction are expressly excluded.

9.8 Force Majeure

EuGMS will not be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond EuGMS's control. EuGMS will notify and consult with funder regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.

9.9 Counterparts

This Agreement has been made in two counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

This Agreement has been signed by EuGMS and Funder as of the date stated in its first paragraph:

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Each party hereby declares that the Support is approved in accordance with the appropriate internal approval procedures.	
Signed for and on behalf of European Geriatric Medicine Society	Signed for and on behalf of [Funder]
By:	By:
Name printed:	Name printed:
Title: EuGMS Representative	Title: [Funder] Representative
By:	
Name printed:	
Title: EuGMS Financial Director	

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EXHIBIT A - GRANT PLAN

Terms of Grant

Grant amount	EUR:
Payment schedule	[insert payment schedule] [default: Funder will make the Grant in a single lump-sum to be paid within 10 days maximum after signing this Agreement] [Alternative: Funder will make the Grant in ____installments: -__ € will be paid within 10 day after signing this Agreement and -__ € will be paid at the latest on _____,20__.] An invoice shall be sent to Funder according to Exhibit D __.
Payment account	European Geriatric Medicine Society Aisbl Bank name: Bank address: Account number: IBAN number: BIC number:

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Use of Grant

<p>Grant purpose</p>	<p>Project : Insert Project and grant purpose: _____ _____</p> <p>Alternative : unrestricted general support] EuGMS will use the Grant for the [_____] program.</p> <p>EuGMS will use the Grant to support its programs in</p> <p>Type of Project:</p> <p>Name of other companies involved in the Project:</p> <p>Objectives:</p> <p>Provide a grant to EuGMS to develop scientific contents for meetings/course/publication) Check where appropriate</p> <p>Audience:</p> <p>Health care professionals</p> <p>Deliverables: to be defined:</p> <ul style="list-style-type: none"> ➤ Under the leadership of [EuGMS representative], Project members shall review literature, meet, discuss and develop and facilitate the content for the publication focusing on [topic] (the "Deliverables") as per the Project. ➤ Submission by EuGMS of (to be defined by Parties or EuGMS _____ in English to the Funder by _____, 20__. ➤ Publications of authority and medical reports submitted to Funder shall be printed in the English language. <p>EuGMS shall submit the final version of the Deliverables to [Funder / company] by MONTH DAY, YEAR, (See further details of the meeting/course/publication in Annex I) - [_____]]</p>
<p>Grant period</p>	<p>From _____ to _____</p>
<p>Project "task group"</p>	<p>The task group will be composed as follows:</p>

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Reporting

Timing	: EuGMS will deliver a report upon completion of the project.]
Content	EuGMS will provide a brief statement of the outputs of the project. EuGMS will not provide a financial report ..

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Other Terms

[insert topic]	[insert term(s)]
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Funder Contact Information

Funder address	
Funder contact person	Name: First name: Title: Address (if different than Agreement) E-mail: Telephone: Cell phone:

EuGMS Contact Information

EuGMS address	
EuGMS contact person	Academic Director Name: Title: E-mail: Telephone Scientific liaison Officer T& F Group Name: Title: E-mail: Telephone

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EXHIBIT B - Project

Type:

Description:

Objectives:

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**EXHIBIT C - ARTICLES OF INCORPORATION or CERTIFICATE OF AUTHORIZATION TO
ENGAGE THE COMPANY**

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EXHIBIT D – INVOICE TEMPLATE EuGMS made according to Belgian law

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