



Key Contractual Terms and Conditions – Independent Medical Education (IME)

If your IME grant is approved, your organisation will be required to enter into an agreement with Pfizer in order that support can be provided. The core terms of the agreement are detailed below for your information (though note that this is not the complete contract template). Note that Pfizer does not have the resource to extensively negotiate every grant contract, so please ensure that your institution is able and willing to abide by these terms before proceeding with your application.

All IME contracts will contain the following key terms:

<u>Standards</u>. Grant Recipient will conduct the Program in accordance with all applicable laws and regulations and will ensure the Program conforms to all applicable standards and guidelines (e.g., the Accreditation Council for Continuing Medical Education "Standards for Commercial Support," the American Medical Association (AMA) guidelines on Financial Relationships with Industry in Continuing Medical Education, and the European Accreditation Council for Continuing Medical Education).

Grant Recipient will adhere to the IACPDA Consensus Statement (https://academy4cpd-accreditation.org/) with respect to the Program and the Funding even if the Program is not an accredited or certified continuing medical education program.

<u>Basis of Support and Use of Funds:</u> Grant Recipient may not use the Funding to: (i) pay travel, lodging, registration fees, or personal expenses for Program participants; (ii) purchase and distribute items to Faculty or Program participants that possess a discernible value on the open market (e.g., textbooks); or (iii) purchase capital equipment such as computers, iPhones, tablets, appliances, machinery, camera equipment, sensors, etc.

Details: If new equipment is required for the delivery of the Project, it can be rented for the duration of the Project using Pfizer funding.

The Funding may be used for food and/or beverages for Faculty or Program participants, **unless** Pfizer Inc. is a party to this Agreement. If Pfizer Inc. is the Pfizer entity that is party to this Agreement and is providing the Funding, no portion of the Funding may be used for food and/or beverages for Program participants, per Pfizer Inc. policy. Note that the rationale for this is that Pfizer Inc. is subject to different policy requirements relating to provision of support for food and beverage than some other Pfizer entities around the globe.

<u>Reconciliation</u>. At Program completion or termination of this Agreement, Grant Recipient will provide a detailed accounting of the costs and expenses for the Program compared to the budget and Pfizer payments. Grant Recipient agrees to refund any unused, undisbursed or misallocated funds. Upon request from Pfizer based on a good-faith belief that the Funding was not used in accordance with the terms of this Agreement, Grant Recipient will provide Pfizer access to all records related to the Funding to allow Pfizer to verify that the Funding was used in accordance with the terms of this Agreement.





Details: Pfizer has, in the past, received complaints alleging that grant money has been spent improperly, hence the inclusion of this language.

<u>Global Trade Control Laws</u>. The parties and their agents and employees involved in activities under this Agreement, will perform the activities under this Agreement in full compliance with all applicable Global Trade Control Laws.

Details: It is Pfizer policy to comply with all applicable Global Trade Control Laws and to require anyone with whom it contracts to also comply in order to mitigate risks in this area of law.