

UCB Grant Funding

This FAQ document is intended solely for U.S. Medical Education Grants.

Changes in UCB US policy or guidance will be updated in this document, so please review it before each request.

For information and assistance navigating the registration and application screens, please refer to the software system instructions/FAQs at <http://erequest.ucb.com/>

Revised April 2018

UCB considers educational grants for independent accredited and non-accredited programs that foster increased understanding of scientific, clinical, and healthcare issues that contribute to the enhancement of patient care. All programs must be non-promotional in nature and should be focused on healthcare professionals, patients, and/or caregivers.

UCB requires that educational requests be submitted at least 60 days prior to the program start date.

All funds are paid by electronic funds transfer only (no checks).

Please review this document carefully as it contains information and guidance not contained within the medical education Grant application at <http://erequest.ucb.com>.

The FAQs are divided into the following sections:

General Medical Education Grant and UCB Policy Information

Registration

The Application

The Request Process

Appendix A: UCB's Educational Support Agreement

UCB Medical Education Grant FAQs

General Medical Education Grant and UCB Policy Information

UCB U.S. will consider requests that meet the following criteria:

- Funds must be used to support scientific and educational activities that foster increased understanding of scientific, clinical, and healthcare issues that contribute to the enhancement of patient care.
- To the extent consistent with PhRMA Code guidelines, financial support may be considered in support of fellows, residents or students to attend certain educational or scientific conferences. Funds may not be provided directly to individuals but must be given to an academic or training institution that independently selects the recipients of funds. UCB Educational Grants may not be used to support the general educational or research activities of HCPs in training, nor their stipends or salaries.
- Any meals or refreshments provided to attendees should be modest and served buffet-style or as a boxed meal.
- UCB U.S. will generally NOT support expenses that include any reportable transfer of value as defined by the Physician Payment Sunshine Act.

What if I plan to pay for a reportable item from a source other than the UCB grant?

You must be specific as to the source of funding for all items. For example, please specify if attendee meals are paid from registration fees or from the hosting organization's own funds.

It is not acceptable to indicate that another commercial supporter will pay for a reportable item. UCB could still be responsible for partial reporting and will be required to collect this information for a final evaluation.

How do I know if these US FAQs and guidelines pertain to my request?

If any of the applicant organizations (requesting organization, accredited provider or payee) is based in the U.S. or the educational program is to take place in the U.S., your request must be evaluated by the UCB U.S. office and follow all applicable laws and regulations.

Who can request an educational grant?

Independent medical education grant requests may be submitted from organizations such as hospitals, medical associations/societies, medical schools, medical education companies and patient organizations to

support scientific and educational activities that foster increased understanding of scientific, clinical, and healthcare issues that contribute to the enhancement of patient care.

Grants may not be provided to individuals (e.g. healthcare professionals) or private practice groups. Educational grant funds must be used solely for legitimate expenses related to the education of healthcare professionals, patients or caregivers.

Does UCB issue *Calls for Grants* or *Requests for Proposals*?

UCB does occasionally issue Requests for Proposals (RFPs). RFPs will be posted in the Grant section at UCB's U.S. Funding page www.ucb.com/our-company/funding/usa and may be posted to the ACEHP and/or SACME websites as well.

How is my educational grant request evaluated?

A committee reviews every request. UCB carefully considers all requests and must choose between many excellent proposals when selecting programs to fund. While UCB would like to be able to support many more programs, we simply cannot support them all. Criteria for support include, but are not limited to:

- Educational value
- Alignment with UCB's medical education objectives
- Target audience
- Program costs
- Compliance with internal and external regulations
- Availability of funds
- Merit of all requests already funded as well as those under consideration at the time of review
- Other support provided to an organization
- Accreditation status (healthcare professional education only)
- Overdue reconciliation and/or refund

Can I modify the Letter of Agreement or provide my organization's Agreement for UCB signature?

No. UCB will not sign any Agreement from your organization and will not modify the UCB Agreement. All grants supported by UCB must abide by the Agreement issued by UCB. See Appendix A for the UCB Educational Support Agreement (also known as Letter of Agreement).

How and when do I receive payment?

UCB medical education grants are paid by electronic funds transfer only (no checks). We will obtain or verify the banking details if your request is approved. Payment can be expected within approximately 30 days of receipt or confirmation of the banking details.

How should I acknowledge UCB's support for my program?

Please acknowledge that the program is supported by UCB, Inc. Note that according ACCME Standards for Commercial Support, the acknowledgment of commercial support *cannot* contain the corporate logo of an ACCME-defined commercial interest.

What do I do if my program has changed?

You are required to notify UCB at grants@ucb.com. This requirement is also outlined in the UCB Agreement.

If the change is minor, such as a short delay in the launch date or end date of your program, the change may not necessitate full committee approval.

If the location or scope of your program has changed from the original request, your change request will require full committee review and approval. If changes are significantly different from the original request, you may be asked to submit a new application. Sufficient time for UCB review of change requests will vary depending on volume and the time of year, but we typically require at least 30 days.

I have funds left over after completion of my program. May I apply these to another program?

No. UCB funds may only be used for the specific activity(ies) outlined and approved in the original grant request. Even if the program is a recurring one, funds can only be used for the original activities during the specified timeframe outlined in the application. This directive is included in the UCB Agreement.

Where can I return unused funds?

Checks should be made out to UCB or UCB, Inc. and may be mailed to:

UCB Grants Office
1950 Lake Park Drive
Smyrna, GA 30080

So that we are able to credit your funds correctly, please include the request ID on the check or accompanying correspondence.

Registration

Please note that before submitting your first request at <http://erequest.ucb.com>, everyone must [register as a new user](#).

All required fields (fields with an asterisk*) must be completed.

Registration at <http://erequest.ucb.com> allows you to submit funding requests on behalf of an organization. Basic requirements for registration include the registrant's contact information as well as the organization information. Additional details are required during the application process and may be different for each funding type.

Refer to the 'FAQ Document' and 'Request Instructions' system-specific documents at <http://erequest.ucb.com/> for more information and assistance navigating the registration and application screens.

[UCB Home Page](#)
[Country Contacts](#)
[FAQ Document](#)
[Request Instructions](#)
[UCB Privacy Policy](#)

The Application

All required fields (fields with an asterisk*) must be completed in order to Submit the request.

A minimum of the Request Title field must be completed in order to *Save and continue your application at a later time.*

Some application fields contain 'help tips'. Click on a field heading, and if a help tip exists, it will appear in a box to the left of the application. For example, if you click on the heading, Request Title, you will receive the instruction "Describe your request in a few words" in a box on the left side of the application.

The organization requesting or applying for funding may be different from the accredited provider or the organization to be paid. You will have the opportunity to provide details regarding the accredited provider and payee organization, if different. You should be prepared to enter all contact persons and organization details, including phone numbers, email addresses and VAT or IRS Tax ID numbers, if applicable.

You are able to view all pages of the application without completion of the prior page. For instance, if you would like to view the fields you will need to answer in the Activity Details section, you may jump ahead to view that tab without completion of prior fields/tabs.

Additional information for select application fields

RFP (Request for Proposal) Number – This is only applicable if you are responding to a specific RFP.

Therapeutic Area and Indication(s) - Using the drop down menu, select the general therapeutic area (e.g. immunology) that best represents the main focus of your educational activity. The Indication field will then display. You may select all applicable indications. You should visit UCB's U.S. Funding page www.ucb.com/our-company/funding/usa to review the therapeutic areas of interest specific to the U.S. prior to submitting your application.

Program Start Date - Enter the estimated start date of your educational activity.

Program End Date - Enter the date your program will be completed, or for enduring materials, enter the date of expiration, whichever is the latest date.

Are you requesting funding from other supporters? – If you are requesting funding from other pharmaceutical/commercial supporters in addition to UCB, please indicate this here. If not, simply enter ‘no’.

Learning Objectives and Needs Assessment information is entered directly into the application form. Note that “see attached” is not an acceptable entry. You will have the opportunity to upload supporting documentation later in the application; however, supporting documents should not serve as a substitute for the completion of these fields.

Intended Educational Outcome Level to be Measured – Outcomes level expected to be achieved is required for professional education activities in the United States. Levels are based on Moore’s outcomes framework for evaluating medical education impact. Patient or caregiver education does not require an outcome measurement.

Activity Detail Information – This section includes information about the education delivery format and intended audience. You should complete the application data for each type of educational program included in your program request. The program/activity categories are:

- On-site/in-person Live activity
- Live internet activity (such as a live interactive webinar)
- Enduring internet material
- Other enduring material (not delivered via internet)

Example: If you are requesting funding for a live symposium and a live webcast, you should complete the application fields for the two separate formats, On-site/in-person Live activity and Live internet activity.

Example: If you are requesting funding for two live meetings in two different cities, you should complete the application fields for two separate On-site/in-person Live activity formats. You need to complete a line item for city #1 and its venue and expected audience and another line item for city #2 and its venue and expected audience.

Budget - The application contains a detailed line item budget template which should be completed for your total program budget. Note that “see attached” and uploading a budget document is not acceptable.

UCB does not recommend that educational activities take place at resorts or five star hotels. Education should remain the primary focus of the program, with associated costs being modest and reasonable for the location.

Budget - Line Item Options

Management Fees

Account & Activity Management, Audience Generation/Activity Marketing, Content Development, Educational Effectiveness Measurements, Peer Review Cost

Meeting Logistics

AV/ Equipment – Rental & Labor, DDR (Delegate Daily Rate), Meeting Room(s), Onsite Meeting Support, Teleconference Fees

Production and Shipping

Printing and Production, Shipping and Postage

Faculty and Staff travel

Faculty Airfare, Faculty Hotel, Faculty Mileage Reimbursement, Faculty Transportation, Staff Airfare, Staff Hotel, Staff Transportation, Transportation fees

Accreditation Fees

Accreditation Fees, Association Fees, Certificate Fees

Meal Expenses

Breakfast, Lunch, Dinner, Breaks/snacks, Food & Beverages

UCB is following the meal guidance in the Physician Payment Sunshine Act. Any meals or refreshments provided to attendees should be presented buffet-style or as a boxed meal. **Specify the meal presentation in the Comments field of the line item budget.** Failure to specify the meal presentation details in the Comments field may result in automatic denial of your request.

In accordance with PhRMA Code, meals should be modest with associated costs being reasonable for the location. If appropriate, you may want to itemize catering fees/taxes or clarify if those fees are included in the *Cost Per Meal* line item expense. This may alleviate questions from UCB in the case that your budgeted meal expenses appear high.

Honoraria Fees

Chair, Co-Chair, Peer Reviewer, Speaker

Request for Support – You may enter either the amount requested from UCB as a whole number or percentage. The requested amount may not exceed the total budget.

Attachments – Some supporting documentation is required in addition to the application, and you may also attach supplementary documents.

The following attachments are required:

- Letter of Request on letterhead
- Program agenda/overview
- W-9 (name and tax ID on W9 must match Payee data in application)
- Accreditation certificate(if your program is accredited)

You may also upload other supporting documentation, however, please keep the number of supporting documents to a minimum. Also note that “see attached” is not an acceptable response in the application fields.

Refer to the ‘FAQ Document’ and ‘Request Instructions’ system-specific documents at <http://erequest.ucb.com/> for more information and assistance navigating the registration and application screens.

[UCB Home Page](#)

[Country Contacts](#)

[FAQ Document](#)

[Request Instructions](#)

[UCB Privacy Policy](#)

Educational Support Agreement, also known as Letter of Agreement (LOA) – UCB utilizes Adobe® EchoSign® to send and obtain electronic signatures on the LOA. If your request is approved, the contacts in the application will receive a notification from the UCB eRequest system. All contacts will also receive an email from EchoSign.com with a direct link to the LOA and instructions to e-sign it. If the recipient is not the proper signatory, there is an option to delegate and send the LOA to another email recipient. Once all parties have e-signed the LOA, EchoSign® automatically emails the fully executed LOA to all. Use of Adobe® EchoSign® eliminates the need to log in to eRequest for LOA access.

As previously stated in a section above, UCB will not sign any Agreement from another organization and will not modify the UCB Agreement. All grants supported by UCB must abide by the Agreement issued by UCB.

The Request Process

How will I know that my request was successfully submitted or if it is approved?

All correspondence related to your grant request will be sent to the email address provided in the application. Email notifications are sent when you submit the request, if additional information is required, and when the request is approved or denied. The Requestor and Accredited Provider (if applicable) identified in the application are notified when the request is approved or denied. If the request is approved, the Payee contact identified in the application is notified as well.

Be sure the email address is valid and is entered correctly. If you do not receive an automated notification upon submission of a request, check your spam settings to ensure UCB eRequest communications are not mistakenly filtered by your spam filter.

How long will it take for UCB to review my medical education request?

UCB requires at least 60 days to review and respond to grant requests.

Who can I contact for questions or to ask about the status of a request?

UCB requires at least 60 days to review and respond to grant requests. You will be notified of the decision via email, but you may also log in at <http://erequest.ucb.com/> to review the status of your request.

See below for status definitions:

Incomplete	You have not completed and submitted the request application.	Pending Reconciliation	Once your request has been processed, the status changes to Pending Reconciliation. However, the reconciliation is not due until 90 days after the end date in the application.
Submitted	Your request has been submitted and is pending review by UCB.	Reconciliation Submitted	Your reconciliation was successfully submitted and is pending UCB review.

Under Review	Your request is under review by UCB.	Reconciliation Complete	UCB has reviewed your reconciliation and your request is now closed.
Additional Information Required	An email has been sent to the requestor for additional information needed for review of your request.	Pending Refund	A refund is due to UCB.
Additional Info Resubmitted	You have submitted the requested additional information and it is under review by UCB.	Refund Complete	Your refund was submitted to UCB and your request is now closed.
Contract/LOA Sent	Your request was approved and the Letter of Agreement or Contract (depending on your Country) has been emailed for your acceptance.	Withdrawn by Requestor	The request was withdrawn or canceled by the Requestor.
Contract/LOA Executed	The Letter of Agreement or Contract (depending on your Country) has been signed and your request is pending payment.	Declined	Your request was declined by UCB and notification was emailed to the requestor.

How is my request reviewed and funding determined?

UCB considers many factors in determining which programs to support including, but not limited to, the scientific quality of the program, the educational need, budget and audience reach. UCB does prefer accredited medical education options for healthcare professionals. Please note that we cannot discuss specific details regarding funding decisions.

What is an *Additional Information* request and how much time do I have for completion?

A request for Additional Information is made when clarification or more information is required in order to consider your grant request. The request will be sent via email. UCB will only review your application once all necessary information is received.

Does previous support of my activity by UCB guarantee future support?

No. Each request submitted to UCB will be evaluated based on its individual merit. Please do not consider any request approved until you receive written confirmation and the support Agreement has been executed by all parties.

Can I edit my application after submission?

No. Be sure to review your application before clicking 'submit', as you will not be able to edit the request further unless you contact grants@ucb.com.

Will my local UCB representative be able to assist me with the application process or keep me apprised of my application status?

No. Only the eRequest/Grants department may assist you with your request. No questions or correspondence should be directed to any other UCB personnel.

Can I find out exactly why my request was denied?

No. We regret that we cannot discuss specific details regarding this decision. UCB carefully reviews all requests and must choose between many excellent proposals when selecting programs to fund. While UCB would like to be able to support many more programs, we simply cannot support them all. Criteria for support include, but are not limited to:

- Educational value
- Alignment with UCB's medical education objectives
- Target audience
- Program costs
- Compliance with internal and external regulations
- Availability of funds
- Merit of all requests already funded as well as those under consideration at the time of review.
- Other support provided to an organization
- Accreditation status (healthcare professional education only)
- Overdue reconciliation and/or refund

What are some common reasons for delay in the review process?

- Vague agenda
- Questionable or unclear budget items
- Conflicting information within the application
- Increase in volume of requests received by UCB at certain times of year

How and when do I receive payment?

UCB medical education grants are paid by electronic funds transfer only (no checks). We will obtain or verify the banking details if your request is approved.

Payment can be expected within 30 days of receipt or confirmation of the banking details.

What is reconciliation?

At the conclusion of the funded program, recipients are required to submit information regarding the audience reach, an itemized budget reflecting the use of funds, and any other information to verify the grant award was used as intended. Reconciliation must be completed within 90 days after the end date listed in the application unless otherwise communicated. You will receive a reconciliation reminder email approximately one business day after the end date with instructions for completing the Reconciliation. For programs involving potential transfers of value to covered recipients (as defined in Open Payments), reporting of costs will be requested prior to full reconciliation. A data collection template will be provided to you.

Education provider shall provide a refund to UCB if the total monies received from external supporters exceeds the total program budget by \$500.00 or more, and the amount provided by UCB is \$500.00 or more.

The refund shall be calculated as follows: total monies received from external supporters minus total program budget multiplied by the percent of UCB's contribution to the total monies provided (e.g., total monies received (\$50,000.00) minus total program budget (\$48,500.00) equals \$1,500.00, multiplied by the percent of UCB's contribution to the total monies provided (40%) equals \$600.00 refund to UCB.

Note: If you do not complete the reconciliation within 90 calendar days of the activity end date, you and possibly your entire organization may be prevented from submitting any additional grant requests until the reconciliation is properly completed. If additional time is required, please contact grants@ucb.com.

Appendix A

EDUCATIONAL SUPPORT AGREEMENT

THIS AGREEMENT is made as of [Date the Coordinator/VT generates LOA] by and between [Applicant organization name] (“the Requestor”), [Education Provider organization name] (“the Education Provider”), [Payee organization name] (“the Payee”), and UCB, Inc., having its principal place of business at 1950 Lake Park Drive, Smyrna, Georgia 30080 (“UCB”).

WHEREAS, UCB desires to provide support for the independent scientific and educational activity to be conducted by the Education Provider referenced within this Agreement (the “Program”) by means of an unrestricted educational grant as described herein (the “Grant”);

WHEREAS, the provision of this Grant is consistent with internal UCB policies and laws which conform with applicable industry guidelines, including the Pharmaceutical Research and Manufacturers of America (PhRMA) Code on Interactions with Healthcare Professionals, the U.S. Department of Health and Human Services’ Office of the Inspector General (OIG) guidance to the pharmaceutical industry, applicable standards for industry support of continuing medical education such as the Accreditation Council for Continuing Medical Education (ACCME) standards and FDA’s 1997 Guidance for Industry: Industry Supported Scientific and Educational Activities;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

1. Definitions

As used in this Agreement, the following capitalized terms, whether used in the singular or plural form, have the meanings set forth in this Section 1 or as defined elsewhere in this Agreement.

- 1.1 **"Effective Date"** means the date on which this Agreement becomes effective.
- 1.2 **“Original Grant Submission”** means the online application and its attachments submitted via the online UCB portal.
- 1.3 **"Party"** means UCB, the Education Provider, Requestor, and the Payee as the context requires. **"Parties"** means UCB, the Education Provider, Requestor, and the Payee.
- 1.4 **“Program”** means the independent scientific and educational activity to be conducted by the Education Provider, as laid in the Original Grant Submission, and referenced within this Agreement.

1.5 **“UCB Product Information”** refers to any materials or information containing a UCB product or brand logo or trademark, or other information identifying a UCB product or brand.

2. **Scope of Agreement**

2.1 The terms and conditions of this Agreement will govern the overall conduct of the Parties regarding the provision of the Grant by UCB to the party conducting the Program, as provided for in the Original Grant Submission.

2.2 The full terms of the Program are set forth in the Original Grant Submission, and by reference to the Program, are fully incorporated into this Agreement.

2.3 If there are any inconsistencies between this Agreement and any external communications, understandings, or representations between the Parties regarding the Program or the Grant, this Agreement will control.

3. **Program Purpose**

3.1 The Program is for non-promotional scientific and educational purposes only, and is not intended and may not be used to promote UCB products, directly or indirectly. The Program must be free of UCB’s influence and control, and will be designed and produced independently of UCB.

4. **Program Description**

4.1 This section provides an overview of the Program to be conducted by the Education Provider pursuant to this Agreement. The full terms and scope of the Program is included in the Original Grant Submission.

4.2 Program Overview:

a. Program Title of Independent Educational Activity: [Request Title]

b. Grant Amount: [\$Amount approved by review committee]

c. Grant ID: [Request Tracking Number]

d. Program Date: [Program Start Date] – [Program End Date]

5. **Program Changes**

5.1 All changes, modifications, or amendments to the Program must be approved by the UCB Grant Review Committee, and formally requested by electronic submission to “grants@ucb.com” in advance of the scope change.

5.2 Any changes, modifications, or amendments to the Program not formally requested by electronic submission to “grants@ucb.com” and approved by the UCB Grant Review Committee shall be void and of no effect.

6. Funding

6.1 UCB agrees to award [Payee organization name] with an unrestricted Grant in the amount of [\$amount approved by review committee] for funding of the Program. UCB will not instruct, influence or cause any funds to be directed towards any specific program expense.

6.2 No other funds from UCB will be paid to the Program director, faculty, or others involved with the Program (e.g., additional honoraria, extra social events) in furtherance of the Program.

6.3 Education Provider will use the Grant solely for the Program. Any Grant funds not used to support the Program in accordance with the terms and conditions of this Agreement must be promptly refunded to UCB within thirty (30) days.

6.4 At the conclusion of the Program, Education Provider within 90 days of program event date(s) will provide UCB with a reconciliation of actual expenses vs. estimated expenses. Education Provider shall provide a refund to UCB if the total monies received from external supporters exceeds the total program budget by \$500.00 or more, and the amount provided by UCB is \$500.00 or more. The refund shall be calculated as follows: total monies received from external supporters minus total program budget multiplied by the percent of UCB’s contribution to the total monies provided (e.g., total monies received (\$50,000.00) minus total program budget (\$48,500.00) equals \$1,500.00, multiplied by the percent of UCB’s contribution to the total monies provided (40%) equals \$600.00 refund to UCB.

6.5 For live events, the Grant will not be used to subsidize the cost of travel, lodging, registration fees, honoraria, or personal expenses for attendees or their spouses, or for meals or social events/entertainment other than those modest meals or events intended to facilitate discussion and held as part of the Program in rooms/venues that facilitate scientific/educational discussion.

6.6 If the Grant is specifically designated as scholarship funding for medical residents or fellows to attend a major medical and scientific symposium, however, there is a narrow exception. Such scholarship funding may be used by the Education Provider to underwrite reasonable travel and lodging expenses

for such medical resident attendees subject to the American Medical Association (AMA) and PhRMA guidelines.

7. Independence of the Program

- 7.1 Education Provider is responsible for control of the Program's content, quality and scientific integrity. Education Provider and its partners and agents will not seek or permit UCB or its agents to script or influence the development of the Program content directly or indirectly. UCB and its agents will not attempt to script or influence the Program content.
- 7.2 Education Provider shall not use any UCB-Branded Information within the Program, and shall not provide any UCB-Branded Information within any associated Program materials.
- 7.3 Education Provider is responsible for the selection of speakers, presenters, moderators and audience members and shall not permit UCB to influence or control such selection processes.
- 7.4 Education Provider represents that it will comply with current FDA guidance and regulations pertaining to the distinctions between promotional and educational activities (including, but not limited to, FDA's guidance on industry-supported scientific and educational activities) and verifies that the Program shall at all times be administered so as to remain an independent educational activity and to comply with all applicable laws, regulations and the terms of this Agreement.

8. Independence of Grant Solicitation

- 8.1 Education Provider and UCB warrant and represent that UCB's support of the Program is not tied to, a reward for, or an inducement for Education Provider's (or Program faculty's) past, present or future ability to generate business for UCB and that the Grant was requested by Education Provider and paid by UCB solely on the basis of the anticipated scientific and educational value of the Program.

9. Relationships between Accredited Provider and UCB

- 9.1 Education Provider represents that there are no legal, business or other relationship(s) between Education Provider and UCB or between UCB and Education Provider's Educational Partners or agents that could compromise the independent, educational nature of the Program or hinder Education Provider's ability to comply with the terms of this Agreement. In addition, Education Provider represents that neither it, nor any of its employees, is involved in any sales or marketing of UCB products.

10. Objectivity and Balance

- 10.1 Education Provider will make every effort to ensure that data regarding UCB's products (or competing products), if presented, are objectively selected and presented, with both favorable and unfavorable information, and a balanced discussion of prevailing information on the product(s) and/or alternate treatments. The theme of the Program will not focus on a single UCB product (or a competing product), except when the existing treatment options are so limited as to preclude meaningful discussion of alternative therapies. Education Provider will make every effort to ensure that all data presented in the Program are accurate, reliable, balanced, objective, non-misleading and scientifically sound. Data presented must be sufficiently complete to allow critical analysis by the audience. Any known limitations or uncertainty respecting the data should be fully disclosed and data from ongoing research should be represented as not yet conclusive. If an interim analysis of an ongoing study is presented or referred to, the limitations of such data must be disclosed.

11. Compliance Requirements

- 11.1 Education Provider agrees to comply with the applicable accreditation standards (such as the Accreditation Council for Continuing Medical Education (ACCME) Standards for Commercial Support of Continuing Medical Education) and shall see that its Educational Partners, faculty, speakers and moderators also abide by such standards. The Education Provider must also comply with the Patient Protection and Affordable Care Act (Sunshine or Open Payments) Act of 2010. Education Provider will be required to report faculty and attendee related transfers of value to UCB as a part of program reconciliation if UCB determines that a reportable transfer of value has occurred.
- 11.2 Accredited Provider agrees to conduct the Program consistent with the PhRMA Code on Interactions with Health Care Professionals (including, but not limited to, ensuring that any health care providers who may receive remuneration in connection with the Program will receive only fair market value for their actual services).

12. Audit and Inspection Rights

- 12.1 As part of its routine compliance monitoring, UCB reserves the right to attend the Program and to audit the Program and its materials and records at any time to assess the compliance of the Program. UCB or its designee shall have the right to access all personnel, materials, and records pertaining to the Program in any form or location (including locations owned and operated by a third party) as may be reasonably necessary to enable UCB to evaluate compliance with this Agreement. Any such audit shall be conducted during ordinary business hours and upon seven (7) business days' notice or sooner if such audit is for cause.

13. Disclosures

- 13.1 Financial Relationships. Education Provider will ensure disclosure to the audience of: (i) UCB's funding (i.e., the Grant); (ii) any financial or other significant relationship between Education Provider and UCB, and between other Program organizers and UCB; and (iii) any financial or other significant relationship between UCB and any individual speakers, faculty or moderators of the Program.

- 13.2 Transparency. The Parties acknowledge and agree that UCB reserves the right to publicly disclose all medical and/or education grants that it supports in the U.S. The report may include but is not limited to the names of all Parties to this Agreement, the amount of the Grant, any financial relationships that UCB may have with faculty, speakers or organizers as well as the title, purpose and total budget of the Program.
- 13.3 Unapproved Uses. Education Provider will ensure that wherever the Program involves discussion of uses of a drug that are not approved for use by the United States Food and Drug Administration, proper disclosure of this unapproved status is made.

14. Ancillary Promotional Activities

- 14.1 No promotional activities will be permitted in the same room as the Program. No product advertisements will be permitted in the Program room. Promotional activities may take place only in an area set up for commercial exhibits that is separate from and not in the obligatory path to the Program area.

15. Use of Third Party Accredited Providers

- 15.1 If Education Provider chooses to use the services of a third party educational provider, at all times Education Provider agrees to remain in control of all substantive aspects of the Program, and that the third party educational provider's role shall be limited to administrative and logistical support under the Education Provider's direction. Education Provider is ultimately responsible for the Program and shall ensure that any and all third party providers comply with this Agreement.

16. Term and Termination

- 16.1 This Agreement is effective as of the Effective Date, and will terminate on **[Program End Date]** (the 'Termination Date').
- 16.2 Termination Without Cause. Either party may unilaterally terminate this Agreement, with or without cause, by delivering advance written notice to the other party hereto in accordance with Section 17.5. In the event this Agreement is terminated without cause, full refund of the funding of the Program must be returned to UCB within sixty (60) days.
- 16.3 Termination with Cause. In the event that any party shall be in default of any of its obligations under this Agreement, including an inability to perform the Program, generally, the defaulting party shall notify the non-defaulting party of the default within thirty (30) days in accordance with Section 17.5. As an exception to the thirty (30) day notice period, in the event that the defaulting party becomes aware of the default prior to the Program Start Date, the defaulting party must inform the non-defaulting party of the

default before the Program Start Date in accordance with Section 17.5. In the event that UCB is the non-defaulting party, UCB reserves the right to terminate the Program and request a refund of the funding as deemed appropriate by the UCB Grant Review Committee.

- 16.4 Extension of Term. The Parties may mutually consent to an extended term of this Agreement by means of a formal request by electronic submission to “grants@ucb.com.”

17. General

- 17.1 Entire Agreement/Assignability. This Agreement constitutes the entire and only agreement between the Parties relating to the Program, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements amending, altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the Parties.
- 17.2 Binding Effect; Assignment. Accredited Provider may not assign, subcontract, or otherwise delegate its, his, or her rights or obligations under this Agreement without UCB's express prior written consent. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.
- 17.3 Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the State of Georgia, United States of America, without regard to any choice or conflict of laws, rule or principle that would result in the application of the laws of any other jurisdiction.
- 17.4 Severability. If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
- 17.5 Notices. Any notice or communication required or permitted to be given hereunder shall be submitted and signed by authorized personnel to the party's email address submitted within the Original Grant Submission. In the event that notice is to be sent to UCB, the notice shall be directed to “grants@ucb.com”.

The parties expressly consent and agree this agreement shall be electronically signed. The parties agree the electronic signatures appearing on this agreement shall be treated for purposes of validity, enforceability as well as admissibility, the same as hand written signatures.