

MEDICAL CONTRIBUTIONS CONTRACTUAL REQUIREMENTS

The categories below constitute a common foundation for inclusion in the LOA.

The requirements listed below:

- must be drafted in a manner that complies with applicable laws and regulations (“Local Requirements”) and
- applicable Local Requirements must also be included

If there is any **doubt** about their inclusion and/or drafting, the Contract Manager and/or the Local Legal Representative **should** be contacted.

If there is any **inconsistency** between the requirements listed here and any Local Requirements, the Contract Manager and/or the Local Legal Representative **must** be contacted.

Main Information

- Legal name of the parties to the LOA and addresses to which they are registered
- Sanofi Medical Contribution System unique identifier (Tracking Number)
- Role of each party, if there are several parties signing the LOA (e.g. Applicant Organization and/or Organization receiving funds and/or Partner) to clarify the role of each, and with Sanofi, in particular, funding recipient must be specified
- Term of the LOA (aligned with that of the program for which the Medical Contribution is granted):
 - Start Date: The LOA must be signed before any payment is made by Sanofi and before the program begins (unless Sanofi is contributing to a program that has already started and local regulations allow)
 - End Date: End of the program which is supported by the Medical Contribution or end of Sanofi support to the program
- Contract Transfer:
 - Prohibited to signatory(ies) to the LOA without Sanofi’s prior consent
 - Permitted for Sanofi without the need to obtain prior consent from other signatory(ies), if this is an intra-group transfer
- Possibility for Sanofi to terminate the LOA if there is a breach of the LOA by entity(ies) involved in the program (this includes breaches by entities and individuals subcontracted by the Applicant Organization and/or Organization receiving funds and/or Partner)
- Conditions for Sanofi to recover unused funds in case of program cancellation/changes
- No changes/amendments to the LOA without written consent of all signatories (if permitted by applicable law)
- Applicable law to the LOA and competent courts (to be confirmed with Contract Manager/Local Legal Representative)
- Use of electronic signature (if permitted by applicable law)

Financial Terms

- Amount of the Medical Contribution
- Payment terms

Obligations of the Applicant Organization/ Organization receiving funds/ Partner(s) signing the LOA (as applicable)

- Independent program conduct
- Communicate to Sanofi any changes to the program
- Provide closure information (e.g., information on the completion of program, Transfer of Value information, details on funds spent etc.)
- Acknowledge Sanofi's support in any communication on the program (if permitted by applicable law)
- Ensure and confirm that there is a firewall and safeguards between the department that will be involved in the program for which the Medical Contribution is given and the department that make or is able to influence purchase, use (including by prescription) or formulary status of prescription drug products, medical devices and/or that buys Sanofi products and/or perform services for Sanofi, whether directly, or indirectly

Rights and Obligations of Sanofi

- Public disclosure of the support provided to the program, in accordance with applicable law, regulations and codes (e.g., the existence of the LOA and its purpose, the name of the recipient(s) of the funds and payments made in connection with the program, i.e., Transfer of value)
- Authorization for Sanofi to communicate on its financial support to the program, and the program itself

Common Obligations to all Parties to the LOA

- Confidentiality clause, to cover exchanges pertaining to the Medical Contribution for the program
- Compliance with the rights of third parties (e.g., no infringement of any intellectual property right of a third party to the LOA)

Intellectual Property (IP) Rights

- Each Party retain the rights in its own IP elements used in the program
- Prohibition of use of Sanofi's IP elements (e.g. Sanofi's Logo) by the signatory(ies) to the LOA other than as defined in the LOA and/or by Sanofi, in separate communications
- The IP rights to deliverables prepared during the program belong to the entities in charge of the program

Applicable Regulations

- Requirements on the transparency of payments and other Transfers of Value (ToV)
- Anti-corruption provisions and link to our Sanofi Code of Conduct (<https://www.codeofconduct.sanofi/fr/>)
- Compliance with any laws on personal data/information collection and processing
- *To be listed, depending on Local Requirements:* Any local law, regulations or standards that must apply (e.g., ACCME® Standards for Integrity and Independence in accredited continuing Education™)