

**Saint Louis University, through its School of Medicine (“SLU”), is committed to furthering the public welfare through health care, research, and academic programs of the highest quality. The Grantor desires to make or cause to be made an education grant for the exclusive use of SLU for the purpose of providing partial or full funding to be used to advance SLU’s health care, research, and academic programs. As part of this commitment, Saint Louis University School of Medicine (“SLU SOM”) has outlined in this written agreement the terms, conditions, and purposes governing such grant. Education Grant is defined as financial, or in-kind, contributions given by a grantor, which is used in furtherance of SLU’s health care, research, and academic programs.**

**RESTRICTED EDUCATION GRANT AGREEMENT**

**(“Agreement”)**

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| **Title of CME Activity** |  |
| **Activity Date:** |  |

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| --- | --- | --- | --- | --- |
| **Name of Grantor (“Grantor”)** | |  | | |
|  |  | |  |  |
| **Amount of Grant (“Grant”)**  (direct or in-kind) | |  | | |
|  | |  | | |
| **Date of Grant (“Effective Date”)** | |  | | |
|  | |  | | |
| **Purpose of Grant (“Purpose(s)”)** | |  | | |

# Recognition of Grant. By signing this Agreement Grantor hereby acknowledges that it has provided SLU the Grant to be used solely in furtherance of the Purpose(s) and SLU hereby acknowledges that it has received the Grant from Grantor to be used solely in furtherance of the Purpose(s).

# Use of Grant. SLU and the Grantor agree that the Grant will be used solely in furtherance of the Purpose(s). If activities in furtherance of the Purpose(s) have not commenced within twelve (12) months of the Effective Date, SLU shall return to Grantor the full amount of the Grant.

# Repayment. Upon completion of the Purpose(s) or termination of this Agreement, SLU shall return to Grantor the amount of the Grant proceeds that were not used in furtherance of the Purpose(s).

# Legal Compliance.

## SLU and Grantor acknowledge and agree that the Grant does not take into account and is not based on the volume or value of any referral or other business generated between SLU and Grantor and does not obligate SLU to purchase, use, recommend, or arrange for the use of any product or service of Grantor.

## The parties to this Agreement specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7b(b) and the related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 U.S.C. 1395nn). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are any payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire agreement into compliance, either party may terminate this agreement on thirty (30) days written notice to the other party.

## Each of SLU and Grantor warrant and represent to the other that it and its employees, agents and subcontractors (i) are not currently excluded, debarred or otherwise ineligible to participate in the Federal health care programs defined in 42 U.S.C. 1320a-7b(f) (the “Federal health care programs”); (ii) are not convicted of a criminal offense related to the provision of health care items or services; (iii) are not excluded by the Office of Inspector General nor Food and Drug Administration from providing services reimbursable under a Federal health care program; or (iv) are not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in Federal health care programs.

# Reports; Recordkeeping. Upon request by the Grantor, SLU agrees to provide periodic written reports to Grantor that show how the Grant was used. SLU will maintain complete and accurate records regarding receipt of the Grant and how it is spent. Upon reasonable notice and during reasonable business hours, SLU will make these records available to Grantor for inspection, subject to any limitations imposed by applicable law.

# Governing Laws. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri without reference to its conflict of laws rules or principles.

# Survival. Any provision of this Agreement which imposes an obligation after termination of this Agreement shall survive the termination of this Agreement and shall continue to be binding on the parties.

# Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same Agreement.

# Headings. All headings in this Agreement are included solely as a matter of convenience for reference and are not intended to be a part of this Agreement.

# Non-Assignability. No party may assign its rights and/or obligations under this Agreement without the prior written consent of the other party.

# Entire Agreement/Modifications. This Agreement contains the entire agreement between these parties, and no prior oral or written, and no contemporaneous oral representations or agreements between the parties with respect to the subject matter of this Agreement shall be of any force or effect. Any modification to the Agreement shall be of no force or effect unless in writing and signed by authorized representatives of the parties. No waiver of this enforcement of any provisions of the Agreements shall be deemed a continuing waiver.

# Authority to Sign Agreement. The parties hereto acknowledge that this Agreement is not in violation of any governmental rule, regulation or decision, and that the undersigned are duly authorized to execute this Agreement.

# Affirmative Action Statement.  Saint Louis University is an equal opportunity/affirmative action employer.  As part of its affirmative action policies and obligations, Saint Louis University is subject to and will comply with the provisions governing federal contractors as set forth in 41 CFR § 60-1.4(a), 41 C.F.R. § 60-250.5(a); 41 C.F.R. § 60-300.5(a); and 41 C.F.R. § 60-741.5(a), and these regulations are hereby incorporated into this Agreement by reference.

The parties have signed this Agreement on date written below such party’s signature.

**Grantor Saint Louis University**

By: By:

Signature Signature

L. James Willmore, M.D.

Name Print Name

Associate Dean, School of Medicine, Saint Louis University

Title Title

DateDate

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| --- | --- |
| **Title of CME Activity** |  |
| **Activity Date:** |  |