



.2400 West Lloyd Expressway Evansville, IN 47721-0001 812-429-5000

## GRANT AGREEMENT

Agreement No.: 2021-11-05

INSTITUTION: Association of Pediatric Gastroenterology and Nutrition Nurses

Address: 714 N. Bethlehem Pike, Suite 300, Ambler, PA 19002

Education Grant amount: \$6,750

Upon execution by Mead Johnson & Company, LLC ("Mead Johnson"), this Agreement sets forth the terms and conditions of Mead Johnson's offer and the INSTITUTION's acceptance of an educational grant, in the amount of set forth above, to support

***"APGNN Annual Meeting".***

### A. PROVISIONS RELATED TO ACCREDITATION AND INSTITUTIONAL INDEPENDENCE

1. Statement of Purpose: Mead Johnson and INSTITUTION agree that the Program is for scientific or educational purposes and not for the purpose of promoting any product, and that any discussion of Mead Johnson's products will be objective, balanced and scientifically rigorous.
2. Control of Content and Selection of Presenters and Moderators: INSTITUTION is responsible for the conduct, quality, and scientific integrity of the Program. INSTITUTION retains and is responsible for exercising full control over the planning of the Program's content, including the selection of presenters and moderators. INSTITUTION is responsible for the quality, content, and use of enduring materials for purposes of continuing medical education credit. Mead Johnson agrees not to direct or influence the content of the Program and to play no role in the selection of presenters or moderators other than responding to INSTITUTION's written requests for suggestions of presenters or sources of possible presenters. If Mead Johnson responds to such a request from INSTITUTION, Mead Johnson agrees (a) to respond or to confirm its response in writing, (b) to provide (where reasonably possible) the names of more than one suggested presenter, (c) to provide a description of each suggested presenter's qualifications, and (d) to disclose all known significant financial and other relationships between Mead Johnson and suggested presenter. INSTITUTION agrees to seek suggestions for presenters from sources other than Mead Johnson, to make an independent judgment as to the most appropriate presenters, and to select presenters representing an appropriate diversity of legitimate medical opinion on the topic under discussion when the format permits, e.g., when the format is a panel or series of speakers. If INSTITUTION selects a presenter suggested by Mead Johnson, INSTITUTION agrees to disclose that fact to Program participants at the beginning of the Program. In the event the symposium results in a publication, INSTITUTION shall retain and be responsible for exercising

full control over the content and selection of authors and editors of such publication. If INSTITUTION selects a Mead Johnson employee or agent as a speaker, INSTITUTION agrees to review an outline of the presentation prior to the Program to confirm the scientific objectivity of the presentation.

3. Disclosure of Financial Relationships: INSTITUTION agrees to ensure meaningful disclosure, at the time of the Program, to the audience of (a) Mead Johnson's funding of the activity, and (b) any significant relationships between INSTITUTION and Mead Johnson and between individual presenters or moderators and Mead Johnson, e.g., employee, grant recipient, owner of significant interest or stock.
4. Supporting Company Assistance with Educational Materials: Mead Johnson agrees not to engage in scripting, targeting of points for emphasis, or other activities that are designed to influence the content of the Program. This would not preclude limited technical assistance by Mead Johnson, in response to a written request for assistance from INSTITUTION, in providing research data or other similar information to facilitate development of educational materials, provided the information is objective, balanced, and is not intended by its content or format to advance the specific proprietary interests of Mead Johnson. Likewise, this would not preclude a Mead Johnson employee or agent participating as a Program presenter in response to a written request from INSTITUTION, subject to the terms of this Agreement and in a manner consistent with applicable industry standards, including policies of the Accreditation Council for Continuing Medical Education (ACCME).
5. Logistical Support: In response to a written request from INSTITUTION, Mead Johnson may provide logistical support for the Program, e.g., assistance with securing Program locations. Mead Johnson agrees that the logistical support will not involve Program content or be designed or intended to influence the Program content.
6. Separation of Promotional and Educational Activities: Mead Johnson agrees not to have any promotional activities, such as presentations by sales representatives, or promotional exhibits, in the same room as educational activities associated with the Program. INSTITUTION agrees that there will be no advertisements for Mead Johnson's products in any materials disseminated in the Program room.
7. Objectivity and Balance: INSTITUTION agrees that when a product marketed by Mead Johnson or in competition with such a product is to be the subject of substantial discussion, INSTITUTION will take steps to ensure that the data will be objectively selected and presented, that both favorable and unfavorable information about the product will be fairly represented, that the discussion will be free of commercial bias for or against any product, and that there is a balanced discussion of the prevailing body of scientific information on the product and of reasonable and relevant, alternative feeding or treatment options. INSTITUTION will take steps to ensure that

presentations reporting on the results of a commercial entity's scientific research will be scientifically objective and conform to generally accepted standards of experimental design, data collection, and analysis.

8. Limitations on Data: INSTITUTION agrees that there will be meaningful disclosure of any limitations on information that is presented. Such limitations or uncertainty include, but are not limited to, data that represent ongoing research, interim analyses, preliminary data or unsupported opinion.
9. Unapproved Uses: INSTITUTION agrees that if unapproved uses of a drug are discussed, INSTITUTION will ensure that there is meaningful disclosure, at the time of the program, that the product is not approved in the United States for the use under discussion.
10. Opportunities for Discussion: INSTITUTION agrees that, in the case of live presentations, meaningful opportunities for scientific discussion and questioning should be provided during the Program.
11. Audience: Generation of audience attendance and the content of Program invitations will be the responsibility of INSTITUTION. However, Mead Johnson may provide limited assistance to facilitate attendance in response to a written request by INSTITUTION, e.g., providing complete lists of health care professionals by specialty or sub-specialty. Mead Johnson will not provide targeted invitations or distribution lists, such as lists intended to reflect sales or marketing goals.
12. Management of Funds: The parties agree that INSTITUTION is responsible for ultimate decisions regarding funding arrangements for the Program. Funding provided by Mead Johnson will be given with the full knowledge and approval of INSTITUTION.
13. Accountability for Commercial Support: Following the Program, upon the request of and in the time and manner specified by Mead Johnson, INSTITUTION shall provide to Mead Johnson documentation of Program expenditures and shall permit Mead Johnson to audit, examine, and copy INSTITUTION's books and records relating to the Program for the purposes of, among other things, confirming that the financial support was used and the Program was conducted in accordance with the Agreement.
14. Compliance with Legal Requirements: The parties agree that the Program will be conducted in a manner consistent with federal and state requirements and applicable industry standards concerning industry-supported continuing medical education.

## B. ADDITIONAL CONTRACTUAL PROVISIONS

1. Conduct of Program: In approving the grant described in this Agreement, Mead Johnson has relied on the written information provided in support of the INSTITUTION's request for a grant, including but not limited to information about the purpose and content of the Program and the specific use(s) of the grant funds. The INSTITUTION's acceptance and use of the grant funds shall be conditioned on not making any material change in the Program from such information that was provided.
2. Funding Intent: The parties agree that this grant is to provide financial support consistent with federal and state laws and regulations for an educational Program, is not contingent on the purchase or recommendation of any Mead Johnson products by INSTITUTION, and is not intended to induce INSTITUTION or participants to purchase or recommend Mead Johnson products. Such funding is not intended for personal benefit or use of any individual.
3. Return of Unexpended Funds: INSTITUTION understands and agrees that any income from the Program shall be allocated to defray Program costs, thereby reducing the need to use grant funds for the Program. In the event that Mead Johnson is the sole provider of grant funds for the Program and income from the Program exceeds expenses related thereto, following the conclusion of the Program, INSTITUTION shall return to Mead Johnson any portion of the grant not expended by the INSTITUTION for the Program. In the event that there are multiple providers of grant funds for the program and the income from the Program exceeds expenses related thereto, following the conclusion of the Program, INSTITUTION shall return to Mead Johnson its pro rata portion of the unexpended funds.
4. Modifications: This Agreement constitutes the sole, full and complete agreement by and between the parties with regard to the subject of this Agreement and no amendments, changes, additions, or modifications to or of this Agreement shall be valid unless reduced to writing, signed by the parties and attached hereto.

Agreement No.: 2021-11-05

**ACCEPTED AND AGREED:**

Association of Pediatric Gastroenterology  
and Nutrition Nurses

INSTITUTION

Amy Donegan APRN

Authorized Representative for  
Institution or Recipient (Signature)

Amy Donegan  
Name (Printed)

President, APGNN  
Title

July 30, 2021  
Date

33-1046100  
Federal Tax ID Number

Mead Johnson & Company, LLC

Lauri L. Symonds  
(Signature)

Lauri L. Symonds  
Name (Printed)

Director, Professional Services  
Title

8/12/2021  
Date