

With Vaccines Community Grants Terms & Conditions

T&Cs will appear at the bottom on the grants webpage hosted on www.sanofi.com.au

1. Terms and Conditions

1.1 These terms and conditions apply to Sanofi's "With Vaccines" Community Grants Program ("Program"). By applying for and participating in the Program, you agree to comply with these terms and conditions.

2. Definitions

2.1 In these Terms and Conditions, unless the contrary appears:

- (a) 'Applicant' means the applicant to the Program.
- (b) 'Applicable Corruption Law' means all of the laws, rules, regulations and other legally binding measures relating to bribery, corruption, money laundering, fraud or similar activities of Australia.
- (c) 'Grant' means the money (up to AUD\$5,000), or any part of it, payable by Sanofi to the Recipient for the carrying out of the Project.
- (d) 'Material' includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- (e) 'Panel' has the meaning given to that term in clause 5.
- (f) 'Public Official' includes any person representing or employed by a government department or enterprise.
- (g) 'Program' has the meaning given to that term in clause 1.
- (h) 'Project' means the project that the Applicant has applied to receive funding for as part of the Program and as described in the Application.
- (i) 'Purpose' has the meaning given to that term in clause 3(a).
- (j) 'Recipient' has the meaning given to that term in clause 6.1.

3. Eligibility

3.1 The Applicant must meet the eligibility requirements set out below. Any Applicants found to be ineligible to participate in the Program will be notified and subsequently excluded from participation.

- (a) The Program is open to Australian community health and other not-for-profit organisations (registered with the Australian Charities and Not-for-profit Commission) that are seeking funding support (up to AUD\$5,000) for Projects that will improve vaccine uptake or educational programs within their community ("**Purpose**").
- (b) Applications from 'for profit', political organisations, or individuals will not be considered. (Applications for scholarships or medical research will not be considered).

(c) Applications that include activities that do not meet Sanofi's ethical standards (www.codeofethics.sanofi), or the Medicines Australia Code of Conduct (e.g. promoting a specific named brand of vaccine) will not be considered.

(d) Requests for product donation will not be considered.

4. Application and review process

4.1 Unless otherwise advised by Sanofi, the Program will be opened once a year in April. Applicants must submit their applications by 1st June of each year.

4.2 Applicants can apply for the Program by completing both the Entry Form and Due Diligence Form available on sanofi.com.au.

4.3 All Applicants will be advised, via email, when their application is received. Formal assessment of applications must establish that the application:

(a) meets the eligibility criteria set out in clause 3; and

(b) has been completed in full, satisfactorily and is accompanied by the appropriate documentation.

5. Judging process

5.1 Applications that pass the assessment process will be presented to the Sanofi ANZ Grants and Donations Committee. Applications recommended by the Sanofi ANZ Grants and Donations Committee will then be presented to the With Vaccines Community Grant Panel ("**Panel**").

5.2 The Panel will use the following judging criteria to determine the Applicants that will be awarded the Grant:

(a) Ease and practicality of implementation of the Project in the communities;

(b) The size of the community that can potentially be impacted by the Project;

(c) Likely impact of the Project in delivering an outcome aligned with the Purpose;

(d) Clear Project deliverables and measures of success within the given timeframe;

(e) A clear Project budget that takes into consideration other funding streams;

(f) Appropriate reporting to confirm the Project was executed as planned.

5.3 Applicants will be advised of their application outcome in writing within 10 weeks of the Program application closing date.

6. Successful Applicants and grant payment

6.1 Up to 10 successful Applicants ("**Recipient**") of the Program will be selected each year. The Panel's decision in selecting the Recipients will be made in their sole and absolute discretion. This decision is not subject to review or appeal. Recipients will also be required to enter into a separate Community Grants Agreement with Sanofi, which will set out additional requirements, obligations and terms and conditions in relation to the provision of the Grant.

6.2 Sanofi reserves the right, in its sole and absolute discretion, to modify the processes outlined in these terms and conditions or to follow a different assessment process or to cease the Program.

6.3 Recipient will be required to complete additional forms and provide further documentation to receive the Grant. Each will need to be completed in full and returned to Sanofi before the Grant can be processed. Once all necessary documentation has been processed by Sanofi, Recipients will be provided with a purchase order number, which must be quoted on their final invoice. Sanofi will pay the Grant within 30 days of the invoice.

7. Ensuring success of Grants provided

- 7.1 Recipient agrees to spend the Grant for the purpose of undertaking the Project only.
- 7.2 Recipient agrees to provide a report (including but not limited to written confirmation, receipts and other related documents) verifying that the Grant was used in accordance the Community Grants Agreement and these Terms and Conditions. This confirmation must be provided within 12 months of the Grant being received.
- 7.3 Sanofi will not be responsible for any additional project costs, nor obliged to pay any monies additional to the Grant.
- 7.4 The Program administrative lead will remind the Recipients of the requirement set out in clause 7.1 6 months after the Grant is provided and then again at 9 months if no confirmation has been received.

8. Acknowledgement and Media Activity

- 8.1 Recipients agrees to acknowledge Sanofi's support in any Material published in connection with the Project and agrees to use any form of acknowledgment Sanofi reasonably specify.
- 8.2 The Recipient will be required to comply with any Sanofi branding and recognition requirements in the delivery of the Project.
- 8.3 All advertising, signage, media releases and other promotional material that contains Sanofi and the Program name or logo must be submitted to and approved by Sanofi prior to its production and release. If directed by Sanofi, the Recipient must not use Sanofi and Program name or logo in any such materials.
- 8.4 Sanofi will use information and photographs about the Recipient's receipt of the Grant and the Program to promote the Program and the work being delivered, including via Sanofi's social media platforms. This may include Sanofi's representative visiting the communities positively impacted by the Project (where relevant) to conduct filming, media activities and stakeholder visits for the sole purpose of promoting the Program. The details of such activity will be agreed with the Recipient in advance.
- 8.5 Once all the selection process has been finalised and agreements with each of the Recipients have been signed, Sanofi will issue a media release that confirms the Recipients and some of the proposed Projects. The Recipient agree to be included in various media, communication and promotional material (non-product related) and will cooperate with Sanofi in promoting the Program.
- 8.6 The Recipient must not use any Sanofi or Program branding for purposes not directly related to the Project.

9. Insurance

- 9.1 The Applicant is responsible for maintaining any insurance cover required for their Project. The Applicant must provide insurance details during the formal application process, if requested by Sanofi.

10. Project cancellation or change

- 10.1 Any proposed changes or cancellation of the Project to that included in the application must be in writing and approved by Sanofi in advance.

11. Conflict of Interest

- 11.1 The Recipient agrees to notify Sanofi promptly of any actual, perceived or potential conflicts of interest which could affect the Recipient's performance of the Project and agrees to take action to resolve the conflict.

12. Anti-Corruption

12.1 The Applicant must always comply with all Applicable Corruption Law related to bribery and corruption and not offer, promise or give (either directly or indirectly) any financial or other advantage:

- (a) to any person with the intention of inducing that person to breach a position of trust or duty of good faith or impartiality; or
- (b) to any Public Official intending to influence that official; with the aim that either party should benefit as a result.

12.2 Sanofi may immediately terminate the Program or withhold or cancel payment of the Grant to the Applicant if any person participating in the Project is in breach of this clause.

13. General

13.1 The person accepting these Terms and Conditions on behalf of the Applicant represents that they have the authority to do so.

13.2 The Grant is provided to the Applicant and is non-transferable. Any proposed transfer of the grant must first obtain Sanofi's prior written permission which can be provided or withheld at its sole discretion.

13.3 Nothing in these terms and conditions constitute an exclusive arrangement or partnership, joint venture, fiduciaries, agency or an employer and employee relationship between the Applicant and Sanofi.

13.4 These terms and conditions will be governed by and construed in accordance with the laws of the State of New South Wales and the parties irrevocably submit to the courts of New South Wales.

13.5 The Applicant agrees to receive communications from Sanofi using the details provided on its application.