

## **Annotated\* Template Agreement** between a patient or patient advocacy organization and a pharmaceutical company

\*This document is intended to serve as a guide to break down some of the complex language used in the template agreements.

**2021**

This is a template agreement for adaptation according to the needs of the users. It is based on the National Health Council's "Principles on Contracting between Patient Consultants and Pharmaceutical Companies." For more information about the guiding principles, please visit <https://nationalhealthcouncil.org/wp-content/uploads/2021/03/Contracting-Principles-Documents-03222021-ss-ts.pdf>.

**AGREEMENT [INSERT BRIEF DESCRIPTION OF WHAT THE AGREEMENT IS FOR]**

**BETWEEN:**

- (1) Company name incl. legal form, a company organized and registered under the laws of [insert state] with registered office at insert address,

Hereafter referred to as the "**Company**";

**AND:**

- (2) insert name, resident at insert address and country;

Hereafter referred to as the "**Patient Consultant**";

or

- (2) [Name of the patient organization], a company organized and registered under the laws of insert state with registered office at insert address,

Hereafter referred to as the "**Patient Consultant**";

The Company and the Patient Consultant are hereafter jointly referred to as "**Parties**" and individually as "**Party**".

**WHEREAS:**

The Company is an international pharmaceutical company active in research and development of pharmaceuticals and medical products.

The Patient Consultant has a comprehensive expertise and experience with a disease state and/or area of health, whether as an individual or an organization (the "Patient Consultant").

The Company and Patient Consultant agree to undertake the Services set forth in Appendix 1 for the purpose of supporting healthcare and/or research.

The Company respects the mission, autonomy, and independence of the Patient Consultant and/or any patient organization associated with, and does not seek to exert any improper influence on their objectives, activities or decisions.

**RECOGNIZING THE ABOVE, IT IS AGREED AS FOLLOWS:**

**1. Definitions**

**Confidential Information:** non-public, private information shared with either Party (such as personal health information given by a patient) , directly or indirectly on behalf of one Party, which may be shared orally, in writing or via other means, and which may be further defined under Appendix 1. This may include, but is not limited to, commercially sensitive information, strategic plans or processes, unpublished scientific data, planned public campaigns or policy actions, or draft project plans or concepts.

**Contribution:** Assets such as, but not limited to, funds, resources, materials, or know-how brought by the Patient Consultant or the Company in order to deliver the Services as set out under Appendix 1.

**Fees:** the compensation paid for the Services performed by the Patient Consultant to the Company, exclusive of the expenses such as travel costs.

**Commented [NHC1]: SECTION PURPOSE**  
Information about the Parties Involved and Their Goals  
Information about each of the parties (individuals or organizations) involved in the contract is typically included at the beginning of the document, often with some information under the heading "Whereas," which just means that the agreement will take the information included in that section into account.

**Services:** The specific activities, actions, and deliverables to be provided by the Patient Consultant agreed to by the Company and the Patient Consultant as set out in Appendix 1.

## 2. **Services**

2.1 The Patient Consultant and Company agree to the Services.

2.2 The scope of the Services may be amended by mutual written agreement between the Parties.

## 3. **Fees and Expenses**

3.1 For the Services rendered under the Agreement, the Patient Consultant shall be compensated according to the payment terms described in Appendix 1.

3.2 The Company will also reimburse Patient Consultant for reasonable business-related expenses incurred in providing the Services, provided that Patient Consultant adheres to the expense policy in Appendix 2.

3.3 The Patient Consultant shall be responsible for all federal, state, and local taxes, as applicable, related to the Fee, unless otherwise agreed between the Parties or stipulated otherwise in the applicable law.

3.4 The Parties agree that any Fees for the Services are reasonable and aligned with the market rates for similar Services, taking into account factors such as expertise, experiences, and/or training, complexity of tasks, responsiveness, total time invested by Patient Consultant, and geographic region. The Company also agrees to comply with the industry, regulatory, and ethical guidelines including the PhRMA Principles on Interactions with Patient Organizations, and the relevant national codes of practices applicable to the pharmaceutical industry.

3.5 The Company will ensure transparency of the payments made to the Patient Consultant in accordance with applicable local and international laws, regulations and Codes of Conduct, applicable to the pharmaceutical industry. This may involve the publication on its website or the communication to third parties about payments made under this Agreement, including project costs as well as fees and expenses that the Company has covered.

## 4. **Independence and Conflict of Interest**

4.1 The Patient Consultant shall exercise control over the manner and means of performing the Services, since they are acting as a private contractor, rather than a direct employee of the company. The Agreement does not create any relationship where either party has authority to act on behalf of the other, or partnership or employment or joint ventures between the Parties.

4.2 The Parties acknowledge that the Fees shall never be paid as encouragement or reward for recommending or making any decisions that favor or promote products or Services of the Company or its corporate affiliates, nor shall the Fees influence the content of materials authored by or on behalf of the Patient Consultant.

4.3 [The Patient Consultant and Company agree that in the performance of the Services Patient Consultant will not: (1) be involved in assessing the safety or efficacy of any drug; or (2) receive any drug, or be assured eligibility in any current or future Company clinical trials. Patient Consultant certifies that: (1) neither Patient Consultant or any family members are active research subjects in a clinical trial; (2) Patient Consultant is not the subject of any governmental, regulatory, professional body, or other investigation, inquiry, warning, or enforcement action that has not been disclosed to

**Commented [NHC2]: SECTION PURPOSE**

**Services**

Ensures that everyone is on the same page about the work to be done and what will result from that work.

**Commented [NHC3]: SECTION PURPOSE**

**Fees and Expenses**

Makes clear what payment will be provided for work done and what expenses will be covered.

**Commented [NHC4]: FURTHER EXPLANATION**

A private contractor is someone who provides services to another party; however, the private contractor retains control over how it will perform the work. In a private contractor relationship, the entity hiring the contractor is shielded from liability for the actions of the contractor (to the extent the liability results from how the services were performed).

Company; (3) Patient Consultant will fully adhere to all applicable laws, regulations, and Company policies of which Patient Consultant is made aware; and (4) Patient Consultant has accurately disclosed to Company any potential conflicts of interest. Patient Consultant agrees to notify Company promptly if these certifications change.]

4.4 The Patient Consultant agrees to disclose that the Patient Consultant is providing Services to the Company whenever it writes, speaks or acts in public about a matter related to the Agreement, if disclosure is required or deemed appropriate by either Party.

4.5 The Parties confirm that the Agreement is made independently of any business transactions and decisions in relation to the supply or purchase of goods or other Services related to the Company.

## 5. Term and Termination

5.1 This Agreement will be effective as of [insert effective date] and shall remain in effect for a minimum of a one-year term or the duration of the Services as set out in Appendix 1, whichever is longer, unless terminated earlier in accordance with the terms of this Agreement.

5.2 Both Parties shall have the right to terminate this Agreement for any reason. If a party wishes to terminate the agreement, that Party must provide written notice to the other Party at least thirty (30) days' prior to the date of termination. The Patient Consultant will be paid only for work performed up to the termination date in the event of early termination.

## 6. Confidentiality

6.1 The Parties agree to keep secret and to safeguard all Confidential Information. Confidential Information may be further specified in Appendix 1.

6.2 Both Parties agree to make reasonable efforts to indicate their documents and data as confidential to those not immediately familiar with the work (i.e marking them confidential or sharing only within the company). If written material has not been marked as confidential or information is shared orally, the receiving Party agrees to make reasonable efforts to clarify with the disclosing Party whether the information is confidential or not.

6.3 Each Party agrees not to share the other Party's Confidential Information with third parties without the prior written agreement of the other Party. This restriction does not apply where (i) disclosure is required by law; or (ii) the third parties have been identified in Appendix 1 as parties that may receive Confidential Information. Both Parties agree to take reasonable measures to ensure that third parties specified in Appendix 1 adhere to the confidentiality rules of this Agreement.

6.4 The obligations and limitations in this Agreement concerning Confidential Information shall not apply to information that is:

(i) already publicly available, except where the information is publicly available because of a breach of this Agreement by the Party which received the Confidential Information; or

(ii) received from a third party that has the right to share the information and provides it without violating any obligation of confidentiality; or

(iii) already known to the Party that receives it before it was shared by the other Party, provided that the Party that receives the information continues to adhere to any limitations on use or disclosure that apply to the information already in its possession; or

(iv) generally made available to third parties by the disclosing Party without any restriction concerning use or disclosure; or

### Commented [NHC5]: SECTION PURPOSE Independence and Conflicts of Interest

Recognizes the independence of the advocate(s), and is intended to preempt conflicts of interest, which arise when a person or organization has competing loyalties or interests.

### Commented [NHC6]: SECTION PURPOSE Term and Termination

Sets forth expectations for when work will begin, how long it will last, and addresses how termination of the contract may be handled.

### Commented [NHC7]: FURTHER EXPLANATION

Reasonable efforts might include, for example, binding any recipient of the information through a written agreement to maintain the information in confidence.

(v) required to be disclosed by law or court order and the disclosure complies with the requirements of that law or court order.

6.5 After the completion of the Services, termination of this Agreement or whenever the disclosing Party requires it, the disclosing Party may ask the receiving Party to return and/or delete the Confidential Information. The receiving Party agrees to return or delete the Confidential Information, unless it must retain copies to demonstrate compliance with this Agreement or with legal proceedings, in which case the receiving Party will continue to adhere to the confidentiality provisions of this agreement.

## 7. Documentation of Meetings

7.1 Unless otherwise specified in writing, the Parties agree that either Party may record meetings attended by the Patient Consultant in furtherance of the purposes set forth in this agreement. Recordings may be made using video, audio, or written notes, and the Parties may also prepare written minutes and reports of meetings. Such documentation of meetings is permitted:

- (i) by both Parties for internal purposes;
- (ii) subject to the prior written consent of the other Party for any external use to enable Company to use Patient Consultant's name, image, likeness, voice, and biography for Company's business purposes in any electronic or print medium; all purposes must be disclosed to the Patient Consultant prior to use;
- (iii) where required for the performance, or for the verification of the performance, of the Services as set out in Appendix 1.

## 8. Intellectual Property Rights

8.1 All information, data, and Intellectual Property Rights owned by each Party prior to this Agreement shall remain the property of that Party.

8.2 Intellectual Property Rights for materials created as part of the Services set out under Appendix 1 shall be assigned as described in Appendix 1.

8.3 Any external use by one Party of the other Party's name, trademark, or logo requires prior written consent of the other Party. The Parties agree that if such consent is given, the name, trademark, or logo will be used according to the guidelines of the Patient Consultant or the Company.

## 9. Liability

9.1 To the extent permitted by law, the Patient Consultant shall not be held liable for any injury or damages resulting from providing Services under this Agreement, unless caused by gross negligence or willful misconduct or omission. The Patient Consultant shall in no circumstances be liable for any indirect or consequential loss or damage incurred by the Company in connection with the activities contemplated in this Agreement (such as a loss of profit or damage to the reputation of the Company etc.).

9.2 In any event, the Patient Consultant's financial responsibility for any injury or damages is capped at an amount equal to two (2) times the total Fees for Services as set out in part III of Appendix 1. If no fee for Services was paid, the Patient Consultant's financial responsibility for any injury or damages shall be capped at an amount equal to two (2) times the total of all expenses reimbursed under this Agreement.

### Commented [NHC8]: FURTHER EXPLANATION

(i) reflects where the information is already publicly available.  
(ii) reflects a situation where the receiving Party (let's call this Party A) has been given the information not only by the other Party (let's call this Party B) but also by some other person or entity.  
(iii) reflects a situation where the information was already in possession of Party A prior to its disclosure to Party A by Party B.  
(iv) reflects a situation where Party B has not maintained the confidentiality of the information and so there is no reason that Party A should be bound to maintain the confidentiality of the information.  
(v) reflects a situation where Party A is required by law to disclose the information.

### Commented [NHC9]: SECTION PURPOSE

#### Confidentiality

Lays out expectations for what information will be considered confidential and expectations for maintaining the confidentiality of that information.

### Commented [NHC10]: SECTION PURPOSE

#### Documentation of Meetings

Addresses rules about recording meetings, or information from meetings, so that all parties are aligned about if, when, and how meetings can be documented.

### Commented [NHC11]: SECTION PURPOSE

#### Intellectual Property Rights

Explains who owns material that may be used or created as part the work that is done.

### Commented [NHC12]: FURTHER EXPLANATION

Gross negligence is an extreme form of negligence. It might occur, for example, if the Patient Consultant were to recklessly disregard the safety and treatment of others when performing the services under the Agreement.

### Commented [NHC13]: FURTHER EXPLANATION

Willful misconduct is where a person intentionally acts or fails to act knowing that his or her conduct will probably result in injury or damage.

### Commented [NHC14]: FURTHER EXPLANATION

Indirect or consequential damages are damages that flow from the failure of a party to fulfill its contractual obligations. However, in contrast to direct damages, which are damages that directly and immediately flow from a breach of contract, indirect or consequential damages are one step removed.

### Commented [NHC15]: SECTION PURPOSE

#### Liability

Addresses responsibilities in the event that something goes wrong, including whether the advocate can be held responsible and what the costs to the advocate could be.

## 10. Data Privacy

- 10.1 In the performance of the Services under this Agreement, the Parties may collect, receive, or use personal data. The Parties acknowledge that, in relation to the use of such personal data, each Party has an obligation to comply with data privacy laws.
- 10.2 Each Party shall use personal data received from the other Party or collected on behalf of the other Party only for the purposes of (i) managing the contractual relationship; (ii) complying with a legal obligation; or (iii) responding to requests from a governmental authority.
- 10.3 Each Party agrees to implement and maintain appropriate safeguards to protect personal data collected, received, or used under this Agreement from any accidental, unauthorized, or unlawful access, use, alteration, destruction, loss, or damage.
- 10.4 In addition, each Party shall:
- (i) treat personal data as Confidential Information under this Agreement;
  - (ii) notify the other Party in writing and without unnecessary delay after becoming aware of a breach relating to any personal data collected, received, or used in the context of this Agreement and provide reasonable cooperation to the other Party in the investigation of such breach;
  - (iii) notify the other Party in writing and without unnecessary delay in the event of receipt of any request, allegation, or complaint by an individual concerning the privacy or security of his or her personal data collected, received, or used under this Agreement and reasonably cooperate and assist the other Party to address such request, allegation, or complaint;
  - (iv) notify the other Party in writing and without unnecessary delay in the event of receipt of any request, allegation, complaint, or audit by a governmental authority that relates to the collection, receipt or use of personal data under this Agreement and reasonably cooperate and assist the other Party to address such request, allegation, or complaint;
  - (v) delete or return all personal data received from the other Party or collected on behalf of the other Party upon the termination or expiration of this Agreement, except as otherwise provided under this Agreement or as necessary to comply with law.
- 10.5 The Patient Consultant consents to the Company using and retaining his/her personal data as set out in Appendix 3.

## 11. Anti-bribery Compliance

- 11.1 The Parties will comply with applicable anti-bribery regulations and codes relating to anti-bribery and anti-corruption (the "Anti-Bribery Laws"), including but not limited to the US Foreign Corrupt Practices Act. Patient Consultant agrees that they will not offer or pay anything of value to a government official or any other person, entity, or institution covered under the Anti-Bribery Laws, directly or indirectly, in order to:
- (i) win or retain business for Company;
  - (ii) improperly influence an act or decision that will benefit Company;
  - (iii) gain an improper advantage for Company.

**Commented [NHC16]: FURTHER EXPLANATION**  
Personal data refers to any information that relates to an identified or identifiable person. An identifiable person is someone who can be identified by combining pieces of information together. Under some privacy laws, the following types of data may be considered "identifiers" that need to be removed before information can be considered "de-identified": names, postal addresses, other geographic identifiers, telephone numbers, email addresses, device identifiers, identification numbers, account numbers, facial images, etc.

**Commented [NHC17]: SECTION PURPOSE**  
**Data Privacy**  
Helps to ensure the protection of personal data used or collected as part of the work that is done; while the definition of personal data varies by region, it generally includes information related to an identified or identifiable person, such as date of birth, address, identifiable health information, etc.

**Commented [NHC18]: FURTHER EXPLANATION**  
The Foreign Corrupt Practices Act prohibits bribery of foreign government officials by US citizens and entities. (<https://www.justice.gov/criminal-fraud/foreign-corrupt-practices-act>)



**Appendix 1.A: Description of the Services, the Financial Terms, and Confidentiality for Advisory Board Agreements**

**I. Term**

Start date: [Click here to enter a date.](#)

Date of completion: [Click here to enter a date.](#)

**II. Services**

An Advisory Board is an initiative of the Company with the aim for Consultant to provide non-binding strategic advice.

[Click here to enter text describing the objectives of the Advisory Board, as well as specific Services to be provided in conjunction with the Patient Consultant's participation on the Advisory Board.](#)

**III. Financial Terms**

Specify here the financial terms, e.g. the fixed fee or hourly rate and hours to be covered

**[In case the Patient Consultant refuses to be paid:]**

The Parties agree that there will not be any Fees paid under the Agreement. All provisions referring to the Fees are therefore not applicable.

**Invoicing conditions:**

The Patient Consultant's invoice shall be paid by bank transfer within 30 days after receipt of a valid invoice.

**IV. Confidentiality**

If confidential information can be disclosed to any parties that are not included on this agreement, specify those parties here.

**V. Intellectual Property**

Unless otherwise agreed between the Parties, the Patient Consultant hereby **provides** a non-exclusive license to the Company of all of its Intellectual Property Rights in materials and products developed or prepared for the Company by the Patient Consultant in connection with the Services. [ALTERNATIVELY: The Patient Consultant hereby assigns to the Company all of its Intellectual Property Rights in the following materials and products developed or prepared for the Company by the Patient Consultant in connection with the Services: [List documents to be owned exclusively by Company]. The Patient Consultant guarantees that the above Intellectual Property Rights have **not been previously assigned and/or licensed** and that it is entirely free to be validly assigned to the Company, without any liens, encumbrance, or pledge whatsoever. This means that no third-party has any rights on materials and products produced as part of the Services.] However, the Patient Consultant shall always be free to use the general knowledge, skills and experience and any general ideas, concepts, know-how and techniques that the Patient Consultant has acquired or used in the course of performing the Services, as long as it adheres to the confidentiality obligations in this Agreement. [OPTIONAL: Further, Company acknowledges that Patient Consultant will use the following template materials in connection with the Services and such materials have been created

**Commented [NHC22]:**  
**When To Use This Appendix:**  
**Advisory Boards**

Pharmaceutical companies frequently form advisory boards to gain insight from various types of experts, including patients and patient group staff. They can provide important insight into their disease, clinically meaningful outcomes, perspectives on benefit-risk, and other topics. This insight may inform activities undertaken by pharmaceutical companies, including management of their current drug pipeline and development of new therapies.

**Commented [NHC23]:**  
**Drafting Note:**

These appendices are included as examples. When preparing this agreement, only include the version of Appendix 1 that is relevant to your specific situation. The other versions of Appendix 1 should be deleted. You may adapt these examples as needed so that they are appropriate for your purposes.

**Commented [NHC24]: FURTHER EXPLANATION**  
A transfer of all ownership rights.

**Commented [NHC25]: FURTHER EXPLANATION**  
This means that the Patient Consultant must not have previously transferred ownership rights or granted use rights to the materials and products developed under the Agreement to some other third party.

by Patient Consultant prior to this Agreement and shall remain owned by Patient Consultant: [List templates to be used.]

**Appendix 1.B: Description of the Services, the Financial Terms, and Confidentiality for Speaker Agreements**

**I. Term**

Start date: [Click here to enter a date.](#)

Date of completion: [Click here to enter a date.](#)

**II. Services**

[Click here to enter text.](#)

**III. Right to Use of Materials**

The Company shall have the right to use the material and products developed, for the performance of the Services, by the Patient Consultant as follows [To be adapted case-by-case]:

- Subject to not disclosing any Confidential Information, distribution of the presentation and material to participants in a PDF form;
- Publication of the presentation of a specified website to be defined by the Parties in advance; and
- Internal use by the Company of the presentation and materials.

**IV. Financial Terms**

Specify here the financial terms, e.g. the fixed fee or hourly rate and hours to be covered

**[In case the Patient Consultant refuses to be paid:]**

The Parties agree that there will not be any Fees paid under the Agreement. All provisions referring to the Fees are therefore not applicable.

**Invoicing conditions:**

The Patient Consultant's invoice shall be paid by bank transfer within 30 days after receipt of a valid invoice.

**V. Confidentiality**

Specify here the third parties / names to whom the rules of disclosure of confidential information is extended, including all obligations for non-disclosure and confidentiality

**VI. Intellectual Property**

Unless otherwise agreed between the Parties, all Intellectual Property Rights on materials and products developed or prepared by the Patient Consultant in connection with the Services shall remain the Patient Consultant's sole property. [IF AGREED: The Patient Consultant hereby provides a non-exclusive license to the Company of all of its Intellectual Property Rights in materials and products developed or prepared for the Company by the Patient Consultant in connection with the Services.]

**VII. Approval of Materials**

While it is understood and agreed that the Patient Consultant will determine and be responsible for the content of any presentation prepared or given as part of the Services, any handouts, visual aids, or other materials that the Patient Consultant anticipates using for the provision of the Services must be approved

**Commented [NHC26]:**  
**When To Use This Appendix:**  
**Speaker Engagements**

Patients and patient group staff may participate as speakers at public events organized by pharmaceutical companies and others, such as conferences and workshops, as well as at semi-private or private meetings. They may be invited to speak on specific topics or have the opportunity to propose and develop their own content.

by Company prior to the date of delivery of the Services to ensure compliance with all relevant laws and codes of practice. The Patient Consultant agrees to reasonably cooperate to ensure such obligations are met.

**Appendix 1.C: Description of the Services, the Financial Terms, and Confidentiality for Consulting Agreements**

**I. Term**

Start date: Click here to enter a date.

Date of completion: Click here to enter a date.

**II. Services**

Click here to enter text.

**III. Financial Terms**

Specify here the financial terms, e.g. the fixed fee or hourly rate and hours to be covered

**[In case the Patient Consultant refuses to be paid:]**

The Parties agree that there will not be any Fees paid under the Agreement. All provisions referring to the Fees are therefore not applicable.

Invoicing conditions:

The Patient Consultant's invoice shall be paid by bank transfer within 30 days after receipt of a valid invoice.

**IV. Confidentiality**

Specify here the third parties / names to whom the rules of disclosure of confidential information is extended, including all obligations for non-disclosure and confidentiality

**V. Intellectual Property**

Unless otherwise agreed between the Parties, the Patient Consultant hereby provides a non-exclusive license to the Company of all of its Intellectual Property Rights in materials and products developed or prepared for the Company by the Patient Consultant in connection with the Services. [ALTERNATIVELY: The Patient Consultant hereby assigns to the Company all of its Intellectual Property Rights in the following materials and products developed or prepared for the Company by the Patient Consultant in connection with the Services: [List documents to be owned exclusively by Company]. The Patient Consultant guarantees that the above Intellectual Property Rights have not been previously assigned and/or licensed and that it is entirely free to be validly assigned to the Company, without any liens, encumbrance or pledge whatsoever. This means that no third-party has any rights on materials and products produced as part of the Services.] However, the Patient Consultant shall always be free to use the general knowledge, skills and experience and any general ideas, concepts, know-how, and techniques that the Patient Consultant has acquired or used in the course of performing the Services, as long as it adheres to the confidentiality obligations in this Agreement. [OPTIONAL: Further, Company acknowledges that Patient Consultant will use the following template materials in connection with the Services and such materials have been created by Patient Consultant prior to this Agreement and shall remain owned by Patient Consultant: [List templates to be used].]

**Commented [NHC27]:  
When To Use This Appendix:  
Consulting Engagements**

Pharmaceutical companies may engage patients and patient group staff as consultants on a short-term or longer-term basis, for focused input, ongoing advice, or creation of specific materials. They may be asked to help with specific projects or to participate in a number of different activities.

**Commented [NHC28]: FURTHER EXPLANATION**  
A transfer of all ownership rights.

**Commented [NHC29]: FURTHER EXPLANATION**  
This means that the Patient Consultant must not have previously transferred ownership rights or granted use rights to the materials and products developed under the Agreement to some other third party.

**Appendix 1.D: Description of the Services, the Financial Terms, and Confidentiality for Organization Collaboration**

**I. Term**

Start date: [Click here to enter a date.](#)

Date of completion: [Click here to enter a date.](#)

**II. Services**

Details of any service, tools, products, to be delivered under the Agreement

**III. Governance**

Number of participants / identification of participants/ organization of the meetings etc.

**IV. Contributions and Financial Terms**

As its Contribution, the Company agrees to fund the Project costs in accordance with the financial terms set forth in this Appendix (the "Project Costs"). The Project Costs are detailed as follows:

Specify here the different costs of the Project title+ amount

As its Contribution, the Patient Consultant will provide its resources, expertise, knowledge, and staff as follows:

Specify here the different resources to be provided by the Patient Consultant: title+ amount if possible (in the range of)

The work provided by the Patient Consultant will be covered by the Project Costs and will be paid to the Patient Consultant.

Each 30 of the month, the Patient Consultant will issue an invoice addressed to [Specify here to whom the invoice should be addressed](#) for the work performed during the ongoing month, such invoice will be paid by bank transfer within 30 days following receipt of the invoice.

Specify here any additional payment terms

**[In case the Patient Consultant refuses to be paid:]**

The Parties agree that there will not be any Fees paid under the Agreement. All provisions referring to the Fees are therefore not applicable.

**IV. Confidentiality**

Specify here the third parties / names to whom the rules of disclosure of confidential information is extended, including all obligations for non-disclosure and confidentiality

**V. Intellectual Property**

Unless otherwise agreed between the Parties, all Intellectual Property Rights on materials, data, and products developed or prepared solely or jointly by the Parties in connection with the Project shall be jointly

**Commented [NHC30]:  
When To Use This Appendix:  
Collaborations**

Collaborations: When it is clear that they have common interests and that both the patients and patient group staff and the pharmaceutical company(ies) would benefit from working together to pursue these interests, they may form collaborations. These can be short-term or long-term arrangements and typically involve multiple individuals from both organizations who cooperate to produce some sort of work product.

owned by the Parties. As a result, each Party will be entitled to use separately such Intellectual Property Rights on a non-exclusive world-wide, royalty-free basis, including any modifications and enhancements, subject to respecting confidentiality obligations under Article 6.

In the event assignment of Intellectual Property Rights needs to be more specifically defined under applicable law, this assignment of copyright includes, without limitation:

- (i) the right to reproduce, copy, distribute and/or edit totally or partly the Services on all media (e.g., paper, film, CD-ROM, Internet) and by all processes (e.g., photocopy, scanning, word or digital processing, recording);
- (ii) the right to publicly perform, display, and communicate totally or partly the Services and by all means (e.g., slides, video, film, recordings, web site);
- (iii) the right to translate totally or partly the Services in all languages;
- (iv) the right to modify by adding and/or deleting totally or partly the Services and to disclose these modified versions. These modified versions do not misrepresent the Services and/ the Partner's intent; and
- (v) the right to claim copyright in the world for the full duration and any renewal or extensions.
- (vi) This assignment of copyright is valid worldwide and for the duration of the copyright according to applicable law.

Each Party guarantees that the above Intellectual Property Rights have not been previously assigned and/or licensed and that it is entirely free to be validly assigned to the other Party, without any liens, encumbrance, or pledge whatsoever. This means that no third-party has any rights on the Services.

## **Appendix 2: Expense Policy**

### **The Company agrees to cover:**

- I. Reasonable travel expenses, e.g. inbound and outbound flight and/or train cost (transportation), accommodations, as well as transfer to and from the meeting venue, meals, conference registration, and miscellaneous expenses taking into account the specific needs, physical or mental, of the Patient Consultant's condition (flights lasting more than six hours shall be in Business class);
- II. Travel costs of accompanying person, in case Patient Consultant has a justified medical need to be accompanied by other persons;
- III. In case of multi-city travel – e.g. where Patient Consultant is traveling from one city to a second for work, and then travels to a third instead of returning to the first – or additional stayover at the meeting location is required for Patient Consultant's patient advocacy duties in relation to preceding or subsequent meetings, such costs shall be covered if deemed reasonable. Shared costs with other meeting organizers should then be considered wherever possible.

In addition, the Parties have agreed on the reimbursement of the following expenses:

[Click here to enter text.](#)

### **The following terms of payment are agreed:**

Company shall either pay the above-mentioned expenses directly or reimburse Patient Consultant. Where Patient Consultant has incurred the expense directly, reimbursement will be made upon provision of satisfactory invoices/requests for payment and itemized receipts clearly detailing the nature of each expense claimed. Patient Consultant will always comply with the applicable laws and codes of practice. The payment of expenses shall be paid by bank transfer within 30 days after receipt of the reimbursement claim.

**Appendix 3 – Company Notice/Consent Form for the use of Patient Consultant's personal data**

[To be provided by Company]