

Consultancy Agreement

TEMPLATE

Parties

Pharmaceutical company

Street & nr, Postal code and city, Belgium, BTW BE xxxx.xxx.xxx ("Company")

Name Patient Organization

[ADDRESS, VAT Number (if applicable)] [IN CASE THE PATIENT ACTS ON BEHALF OF AN ORGANISATION (government, patient organization): acting on behalf of [NAME organization, ADDRESS organization, VAT Number organization] ("Consultant").

Activity

Pharmaceutical company seeks your assistance for the following activity:

Description: [activity title/type]

Date: [insert beginning and end date of activity – from first preparation until last activity e.g. approval of minutes; if end date unknown, state beginning date and add that it "is an ongoing arrangement until successful completion of the activity]

Activity objective and description: [insert activity objective and details, and business need]

Your role

[RETAIN MOST APPROPRIATE WORDING]:

- Advisory Board Participant
- Speaker
- Consultant

Pre-work reading and preparation might be necessary. We expect this should take hours of your time and will be considered in the remuneration.

Your role at the meeting will be to provide insight and guidance to Company on the above objective(s).

You will act in a professional manner and in accordance with (i) industry standards, (ii) the standard of care and diligence normally practiced by consultants providing services of a similar nature and (iii) all relevant regulatory and ethical guidelines (including but not limited to the pharma.be code of ethics) and all applicable legislation (including but not limited to the Belgian Medicines Act of 25 March 1964 and its implementing decrees).

If applicable: Company reserves the right to review and approve any presentation prepared by You for conformity with compliance requirements before distribution/presentation. To do so, it is required that you provide Company with the presentation in advance of the meeting. No changes shall be made by Company to the presentation without your approval.

Venue

[Insert venue name and address] or indicate whether activity takes place online.

Fee

PLEASE INCLUDE THE FOLLOWING IN CASE COMPENSATION IS PAID:

Timing: insert estimated number of hours preparation time and estimated number of hours activity time

Fee: insert compensation rate per hour and/or the total maximum compensation (lump sum) that will be paid under this agreement

OPTIONAL: **Travel Costs:** Company will reimburse you for reasonable travel and other out-of-pocket expenses (at cost with no accounting, handling and/or management surcharge) incurred in connection with this agreement subject to receiving (i) approval by Company in writing that such expenses shall be reimbursed and (ii) proof of purchases (e.g. original receipts) for all expenses. In case of airplane travel, the company policy will be applied.

PLEASE INCLUDE THE FOLLOWING IN CASE NO COMPENSATION IS PAID AND DELETE “**Invoicing**” and “**Payment terms**” paragraphs below”: No compensation shall be paid by company with regards to the services provided under this agreement.

Invoicing

After completion of the activity, you must send an invoice (pdf copy) to e-mail address. Each invoice shall contain the following details

- The word ‘Invoice’ including the invoice number and the invoice date;
- The name, address, VAT number or enterprise number of your association
- Identification of the pharmaceutical company (Name, address, VAT number);
- Company’s purchase order (PO) number:
- Name of Company’s contact person:
- Description and date of the rendered services and/or delivered deliverables;
- The applicable fee + VAT if relevant
- Your payment details, being:

Name Account Holder	<input type="text"/>
Bank Account Number	<input type="text"/>

Payment term

Company will pay you within 60 days after receipt of a valid invoice.

Ownership of materials

[insert specification on who will be owner of the materials used and created within the activity (e.g. presentations, reports, meeting minutes, other materials, etc.)]

Filming, photography and recording

You agree that Company may film, take pictures or record you while you provide the services. You agree that Company may use the materials for any business purpose. If needed, more details can be covered in a separate consent, describing the use of the materials for which goals.

Confidentiality

You will only use or share the information you receive from Company if this is strictly necessary to perform the services for Company.

Any other use of the information is prohibited, unless:

- i. you already knew or received the information before its disclosure by Company, as demonstrated by your files and records;
 - ii. the information is or becomes publicly available through no fault of yourself; and/or
 - iii. you obtained Company's prior written approval.
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Transparency & disclosure

If applicable, Company will disclose all payments made to you in accordance with the Belgian Sunshine Act, pharma.be code of conduct and other applicable laws or industry codes. Details published will remain accessible for at least three (3) years, and records will be retained internally at Company for at least ten (10) years. You can find more information on www.betransparent.be

If you are asked to write or speak about or if you publish on the subject matter of this engagement or any other matter relating to Company, you may want to disclose that you are a consultant to Company.

**Anti-bribery and
anti-corruption
clause
(ABAC)**

You have not and will not, directly or indirectly, offer, pay, promise to pay, or offer anything of value, to anyone in order to obtain any improper advantage in connection with this agreement..

Safety Reporting

If during the activity covered by this agreement, Company or patient association becomes aware of suspected Adverse Events / Special Situations and Other Case Type Reports*/ Product Complaints associated with the use of a Company medicinal product, this will be reported to the Company Drug Safety department as detailed below within one business day.

- Contact details:
- Company Name
- Full address
- Tel: +32
- Fax: +32
- E-mail:

** Pregnancy/Breastfeeding, use in Pediatric/Elderly population, Lack of Efficacy, Overdose, Misuse, Abuse, Off Label Use, Medication Error (including Intercepted Medication Error and Potential Medication Error), Occupational Exposure, data related to a Suspected Transmission of an Infectious Agent via a Medicinal Product (STIAMP), Drug Interaction, Falsified Medicinal Products (whether suspected or confirmed) and suspected AEs from class action lawsuits.*

**Competence and
conflict of
interest**

You represent that you are under no obligation that would interfere with the activity or that would prohibit the payment of the fee and/or the entering into the present agreement.

At all times, you will be acting as an independent individual and not as representative of Company.

**Use of your
personal data**

You agree that Company may use your personal data in accordance with its privacy policy which can be found on www.company's name.be.

**Assignment and
subcontracting**

You will not assign or subcontract this agreement or any part of this agreement to any third party without prior written approval of Company.

Applicable law

The present agreement is governed by the laws of Belgium and any dispute or claim arising from or relating to the present agreement will be submitted to the exclusive authority of the competent courts of relevant city where the applicable court is based.

Term and Termination

This agreement will enter into force on [START DATE DATE] (the “**Effective Date**”) and shall thereafter continue until [END DATE PROJECT].

**[OPTIONAL]
Digital signatures**

You agree to make use of e-signature for the execution of this agreement (if applicable).

Signatures

Please sign if you agree with these terms and conditions:

FOR THE CONSULTANT

<div></div>
Name:
Function:
Date:

FOR THE COMPANY

<div></div>	<div></div>
Name:	Name:
Function:	Function:
Date:	Date: