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ASSOCIATION GÉNÉRALE DE L'INDUSTRIE DU MÉDICAMENT
ALGEMENE VERENIGING VAN DE GENEESMIDDELENINDUSTRIE

Consultancy Agreement

DESCRIPTION OF THE TERMS

Parties

Administrative data and contact details of the pharmaceutical company and the patient organisation or its representative.

Activity

In this paragraph it is defined what type of activity is expected from the patient organisation, as well as the start and end date of that activity. Also, the objective – for the pharmaceutical company - is explained as well as the reason why the assistance of the patient organisation is asked.

Description: For example: consulting services, testimony as patient, presentation, being member of a patient advisory board.

Date: The start date and end date of the activity. It could also include the preparation needed for the activity and some tasks after the activity, such as the approval of minutes of the meeting. This depends on what is agreed with the pharmaceutical company. It is also possible that the end date is still unknown at the time of the signature. You can fill out the start date and add that it "is an ongoing arrangement until successful completion of the activity".

Activity objective and description: The goal and business need for the pharmaceutical company can be described here, as well as some details about the activity (but not about your role specifically, as this will be described only below).

Your role

A detailed description of your role and what is expected from you (patient organisation). It can be your participation in an advisory board or your engagement as a speaker or as a consultant. This section must show clearly what is expected from you, when and for how long. The more this section is detailed the better it is for you and the pharmaceutical company. It must also mention if you will need preparation time. In this section you might also find some rules that are needed to be respected relative to regulatory, ethic and transparency matters.

Venue

The address and the name of the venue where the consultancy will take place. It may also indicate that the activity will take place online.

Fee

In this paragraph the compensation to be paid for your estimated work time is defined (covering the preparation time and the activity time). The compensation rate per hour and/or the total maximum compensation (lump sum) should be fair, reasonable, appropriate (reflecting individual expertise, experience, complexity of the tasks) and should not exceed the fair market value of the services provided. Optionally it can include the travel costs and other out-of-pocket expenses incurred in connection with this agreement, subject to company policy. If no compensation is paid, the sentence "No compensation shall be paid by company with regards to the services provided under this agreement" will be used and the paragraphs "**Invoicing**" and "**Payment Terms**" will be deleted.

Invoicing

Once the activity has been accomplished, you are asked to send an invoice (ideally in a pdf format) to the pharmaceutical company per e-mail. It is important that each invoice contains all the requested details.

Payment term

In this paragraph, the pharmaceutical company describes the time within which it will pay the amount to the Patient Organization/Patient representative after having received a valid invoice (or after provision of the service in case the company finance policies don't require an invoice).

Ownership of materials

In this section, it should be clearly explained who will be owner of the material that is created during the activities specified in the agreement. Some examples on how ownership may be specified within the agreement:

- Material that is made by the patient organisation, such as a PowerPoint presentation shown during the activity, will remain ownership of the patient organisation/patient representative.
- Material that was made by the company that may have been reviewed by the patient organisation/patient representative during the activity, will remain ownership of the company
- In the case of an advisory board, the meeting minutes can also be specified as being ownership of the company

In general, ownerships of material means that the owner is free to distribute and/or use the materials as they see fit.

Filming, photography and recording

This section explains that you may be filmed, photographed or recorded when providing the services or as part of the services. This section also clarifies how the company intends to use this material (internal use or also external, in print and/or online, for how long). This section will ask if you agree to (i) being filmed, photographed and recorded and (ii) how this material may be used by the company. You agree that the pharma company may film, photograph or record you while you provide the services. You agree that the pharma company may use the films, photographs and recorded 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

In this section, the company explains that in the context of the agreement, you may receive or have access to information that is confidential, you will be asked to keep that information secret for a period of time, and not to use it for anything else than delivering the services, except in certain specific cases or circumstances. You will only use or share the information you receive from the pharma company if this is strictly necessary to perform the services for the pharma company.

Any other use of the information is prohibited, unless:

i. you already knew or received the information before its disclosure by the pharma 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 the pharma company's prior written approval.

Transparency & disclosure

This section explains company responsibilities to publicly disclose payments made to the consultant on www.betransparent.be in accordance with the Belgian Sunshine Act and pharma.be code. This is only applicable to payments made via Patient Organisations.

This section also explains how we expect the consultant to be transparent about the relationship with the company if linked to the services paid by the company.

Anti-bribery and anti-corruption clause (ABAC)

This section ensures both your organisation and the company abide by all applicable anti-corruption regulation and also that this contract is not used to unduly influence you with respect to the company's products and medicines.

Safety Reporting	In this section the requirements are defined for the patient organisation and the company in terms of the reporting of side effects of the medicines of the pharmaceutical company that would become apparent during the activity covered by this agreement. Each company is obliged to report any adverse event (a side effect in a specific patient on a company drug) it becomes aware of. This usually means that – in the rare case such AE are discussed during the activity covered by this agreement – the company will report it.
Competence and conflict of interest	This section confirms that you do not have any conflict of interest to enter into this contract, that you remain independent from the pharma company you will be working with and that nothing prevents you from entering into this contractual arrangement.
Use of your personal data	This section refers to how your personal data is treated by the company in terms of confidentiality, management of sensitive data (health data), data handling and consenting (whether you agree that the company handles your personal data for a certain explained purpose). It usually refers to the company website where the data privacy policy is explained.
Assignment and subcontracting	This section describes that the consultant cannot delegate work to a third party (e.g. not affiliated to the same PO) without the explicit approval from the pharmaceutical company.
Applicable law	This contains the referral to the applicable laws in Belgium and the competent court in case of a dispute or claim.
Term and Termination	This section mentions the start and end date of the agreement.
[OPTIONAL] Digital signatures	Here both parties can agree to have the contract signed by means of valid electronic signatures. There is always the option to have the contract signed manually.
Signatures	Here, both parties should determine who can legally represent each of the signing parties in line with the internal policies.