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| **HCP Single Service Agreement**  Between the following parties  (“HCP”)  <<Account\_MERC\_Title\_Desc\_GLBL>>  <<Account\_MERC\_Sfx\_Nm\_GLBL>>  <<Account\_MERC\_Name>>  <<Address\_GLBL\_Line\_1\_Adrs\_Txt\_GLBL>>  <<Address\_GLBL\_Line\_2\_Adrs\_Txt\_GLBL>>  <<Address\_GLBL\_Zip\_Postal\_Code\_GLBL>> <<Address\_GLBL\_City\_GLBL>>  *And/or*  (“Company”)  <<Form\_HCP Company Name>>  <<Form\_HCP Company Address>>  Hereinafter also referred collectively as the Contractor  And  (“Lilly”)  Eli Lilly (Suisse) SA Eesti Filiaal  Tammsaare Businees Center  A.H. Tammsaare tee 47, C-Tower  11316 Tallinn  Estonia  Date: <<Today\_\_s>>  **General provisions**  Parties hereby agree as follows:  HCP will perform the following services for Eli Lilly (Suisse) SA Eesti Filiaal  (“Services”):  Language in case the service is delivered to an affiliate different than the home affiliate: system to populate if relevant  For logistical purposes, Lilly contracting party is the Lilly affiliate in the HCP’s country of residence; however services are requested by and will be rendered to a different Lilly affiliate, namely Eli Lilly (Suisse) SA Eesti Filiaal |

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| Lilly is committed to respecting the APME (Ravitmitojaate Liit) Code of Conduct (the ‘Code’) which requires transparency in relation to Transfers of value made by a Pharmaceutical company to a Healthcare Professionals(HCPs) and Health Care Organizations (HCOs). To meet these requirements Lilly must publicly disclose on Lilly’s website the Transfers of value we made to HCP while also adhering to the applicable privacy laws in Estonia. Such individual Disclosure is subject to HCP consent and we keep track of the consent received on a separate HCP Declaration of Consent Form. Disclosures shall be made on an annual basis and each reporting period shall cover a full calendar year (the “Reporting Period”). The first Reporting Period shall be the calendar year 2015. Disclosure will take place by mid-2016 for 2015 data and mid 2017 for the 2016 reporting period.  Besides, please be aware that as part of the Lilly Transparency Program, Lilly is notifying this contractual relationship to the following Individuals that have already been designated by you: [Name and Institution] and [Name and Institution]. In case of any changes with regard to the information that Lilly has on file for your employment status, please, notify us by e-mail Lilly\_Eesti\_CMS@lilly.com. |

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| The following specific terms apply to the Service: |

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| The Contractor agrees to declare, whenever he or she writes or speaks in public about a matter that is subject to this Agreement or any other matter relating to Lilly, that Contractor is a Service Provider to Lilly.  **(manually populated by CMS***)* **Specific Terms on Information regarding Adverse Event and Product Complaints (for services implying patient interaction)**  (Affiliates to insert relevant language )  By signing this Agreement, the parties agree that HCP is committed to performing the Services on the terms and conditions in this letter and in the attached General Terms and Conditions, which together form the entire Agreement between the parties with respect to the Services.  **As agreed and signed by:**   |  |  |  |  |  | | --- | --- | --- | --- | --- | | Signature Contractor |  | Print Name |  | Date | | Signature Lilly |  | Print Name |  | Date | |

**General Terms and Conditions**

1. **Payment**
   1. **Expenses**

In addition to the Honoraria and in accordance with applicable local requirements, Lilly will pay for reasonable travel and accommodation expenses incurred by HCP while performing the Services. Any air travel, hotel accommodation and registration for a conference or meeting must be booked and paid directly by Lilly to the third party airline, hotel and organizer of the conference or meeting. Travel arrangements made by the HCP will not be reimbursed.   
 Lilly will reimburse HCP for reasonable expenses such as local transportation on submission of a completed Expense Report Form (including itemized receipts). The Expense Report Form must be submitted to Lilly within thirty (30) days following completion of the Services. Lilly will not reimburse any expenses without appropriate documentation.

Incidental/personal expenses (room service, phone calls, internet service, movies, mini-bar, laundry, etc.) will not be reimbursed.

* 1. **Method of Payment**   
     Unless otherwise specified, Lilly will pay the Honoraria and expenses to the Payee by electronic funds transfer, upon completion of the Services and upon presentation of a completed Expense Report Form and appropriate expense receipts.

**1.3 Event Cancellation Fees**

Lilly reserves the right to cancel an event at its sole discretion for any reason. Where HCP’s Services at an event are cancelled through “no fault” of his/hers (as determined solely by Lilly’s event owner) or if Lilly cancels an event within 3 business days of the event, Lilly will pay 50% of the Honoraria for HCP’s Services other than where the Services involve separate (multiple) activities, in which case Lilly will pay 50% of the Honoraria attributable to the first 2 activities only. Any pre-work HCP has performed in relation to his/her Services at the event will be paid in full.

1. **Professional License**Contractor represents that HCP holds a valid license relevant to his/her status as a health care professional and agrees to promptly notify Lilly in the event this license is suspended or cancelled. In such case Lilly is entitled to immediately terminate this Agreement by written notice.
2. **Term and Termination**

This Agreement is valid from the date specified on page one of the Agreement until the completion of the Services, and may be terminated at any time on 30 days written notice to the other party or parties. Sections 4, 5, 7 and 8 of these General Terms and Conditions survive termination of this Agreement.

1. **Confidentiality**

Contractor acknowledges that Contractor may become privy to information provided by Lilly that is of a confidential nature. Thus, Contractor agrees that, except for information which is in the public domain such as published data, Contractor shall not use this information other than for the purpose of providing the Services to Lilly and shall not disclose such confidential information to any third person or party without Lilly’s prior written authorization.

**8. Anti-Corruption:**

8.1 Contractor warrants that in entering into and in performing its obligations under this Agreement it shall procure that persons associated with it or persons who are performing the Services hereunder shall

i) comply with all applicable local, national, and international laws, regulations, and industry codes dealing with government procurement, conflicts of interest, corruption or bribery, including, if applicable, the U.S. Foreign Corrupt Practices Act of 1977 (“FCPA”), as amended, and any laws enacted to implement the Organisation of Economic Cooperation and Development (“OECD”) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (‘Relevant Requirements’);

ii) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements, in particular will not make, offer, give, promise to give, or authorize, any bribe, kickback, payment or transfer of anything of value, directly or indirectly, to a Government or Public Official for the purpose of improperly influencing any act or decision in order to assist HCP or Lilly in obtaining or retaining business or securing improper advantage. For purposes of this Agreement :

“Government or Public Official” means: (i) any official, officer, employee, representative, or anyone acting in an official capacity on behalf of: (a) any government or any department or agency thereof; (b) any public international organization (such as the United Nations, the International Monetary Fund, the International Red Cross, or the World Health Organization), or any department, agency, or institution thereof; or (c) any government-owned or controlled company, institution, or other entity, including a government-owned hospital or university; (ii) any political party or party official; and (iii) any candidate for political office.

iii) not do, or omit to do, any act that will cause or lead Lilly to be in breach of any of the Relevant Requirements.

**8.2** Contractor shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments and expenses made by Contractor in connection with this Agreement and the steps taken by Contractor to comply with the Relevant Requirements. Contractor also agrees to cooperate in good faith to investigate the extent of any potential violations of law in connection with this Agreement and acknowledges that Lilly may disclose information with regard to this Agreement to a public authority. enacted to implement the Organisation of Economic Cooperation and Development (“OECD”) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

**8.3** Breach of any of the provisions of this section of the Agreement shall be considered a material breach of the Agreement and accordingly Lilly shall be entitled to terminate this Agreement with immediate effect upon written notice to Contractor. In the event of Lilly terminating this Agreement for breach of this section, Lilly may seek reimbursement or refund of any fees, other compensation or expense reimbursement paid by Lilly to Contractor, and no further amounts shall be due to Contractor pursuant to this Agreement.

1. **Use of Personal Information**

Lilly will collect and store all personal information it collects in relation to the execution of this agreement in accordance with applicable local privacy/data protection laws and regulations. For the purposes of this Agreement, personal information includes the fees paid to Contractor. Contractor agrees that Lilly may maintain information related to Contractor’s services under this Agreement, and may use that information for purposes stated in each Work Order, related to pharmaceuticals and to report the information for regulatory and/or legal purposes.

Contractor understands and agrees that Lilly will not otherwise disclose HCP’s personal information, except to contractors of Lilly who agree contractually to comply with these same restrictions. By entering into this Agreement, Contractor consents to these uses of Contractor’s personal information, and agrees that Lilly may contact Contractor in the future in order to renew or modify Contractor’s consent. Contractor’s personal information will be retained by Lilly and, in accordance with the purposes set out above, some personal information may be furnished to other Lilly affiliates, including Eli Lilly and Company located at Indianapolis, Indiana, U.S.A. U.S. government agencies may be able to obtain access to Contractor’s personal information under applicable U.S. law. For questions about the collection, use of disclosure of personal information, or to request access, correction or deletion of personal information held by Lilly about the Contractor, contact Lilly’s Data Privacy Steward at Eli Lilly E(Suisse) S.A. Representative Office Estonia, A.H.Tammsaare tee 47, 11316Tallinn, Estonia.

1. **Conflict of Interest**

Contractor assures Lilly that no legal restriction, contractual commitment, employment policy, conflict of interest or other professional obligation restricts Contractor right or ability to enter into this Agreement, perform the Services, accept payment from Lilly or satisfy any other obligation under this Agreement.

1. **Intellectual Property**

In performing the Services, Contractor may use his/her own pre-created materials, documents, etc. (“Own Materials”). In such case, Contractor retains all intellectual property rights to any of his/her Own Materials. Contractor must ensure that his/her Own Materials does not infringe the intellectual property rights, including copyrights, of any third party. In other circumstances, Contractor might be provided with approved materials created by Lilly (“Lilly Materials”). Such Lilly Materials shall at all times remain solely the property of Lilly and shall not be utilized in any manner beyond what is required for the purposes of performing the Services in accordance with this Agreement. Lilly shall be the exclusive owner of all reports, analysis, brochures, hand-outs, documents or other work products generated by Contractor during the course of performing Consultancy/Advisory Board Services on behalf of Lilly (“Work Products”). Lilly shall own any and all copyright created in the performance of such Work Products. Contractor hereby assigns all right, title and interests in Work Products to Lilly. Contractor also agrees to execute all necessary assignments or other documents as may be necessary to establish Lilly’s ownership of any Work Product.

When video-recordings or other recordings are made, for example on the Speaker’s lecture, Contractor hereby grants Lilly an exclusive right of reproduction, distributing and making publicly available (including electronic data processing and on the internet) of the recording for the purposes of training or educational or marketing activities (internally or externally) as will be more specifically agreed separately between Contractor and Lilly.

**9. General Terms**

In performing the Services, Contractor will operate solely as an independent contractor and nothing in this Agreement makes Contractor an employee, partner or agent of Lilly.

Contractor will ensure that the performance of the Services will at all times comply with all relevant laws including local advertising and promotion laws and guidelines relevant to prescription drugs (which includes without limitation the local industry code). This includes submitting for Lilly’s internal review and approval any material/communications to be disclosed to a third party regarding a Lilly product. The parties submit to the non-exclusive jurisdiction of the Courts of the jurisdiction in which the contracting Lilly entity is established.