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| **Master Services Agreement**  Between the following parties (the “Parties”)  <<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>>  (“HCP”)  *(And/or)*  <<Form\_HCP Company Name>>  <<Form\_HCP Company Address>>  (“Company”)  (*or*)  (“Institution”)  <<Form\_HCO Name>>  <<Form\_HCO Address>>  Hereinafter also referred collectively as the Counterpart  And  Eli Lilly and Company (Ireland) Limited  Hyde House  65 Adelaide Road  Dublin 2  Republic of Ireland  The Parties hereby agree as follows:  This Master Services Agreement, including the attached General Terms and Conditions  (the “Agreement”), will begin on the date the last party signs the Agreement and will continue in force until **<<HCP\_Contract\_MERC\_MSA\_End\_Date\_MERC>>** (the “Term”).  During the Term, HCP may perform one or more of the following services for Lilly  (“Services”):  Speaking or moderating at a Lilly sponsored  Promotional (or)  Health education (or)  Scientific exchange meeting (*or)*  Participating in advisory board meeting *(or*)  Consultancy services *(or*)  Speaker training  HCP may accept or reject any request to provide any Services. If HCP agrees to provide Services, Lilly will provide HCP with a detailed written Work Order including all necessary instructions and confirmation of all pertinent details, in the form set out in Exhibit **A** hereto. Once the HCP has confirmed the Work Order, it becomes part of this Agreement. In the event of a conflict between this Agreement and a Work Order, this Agreement will prevail, unless otherwise specifically indicated within the Work Order |

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| In consideration of the mutual covenants set out herein, Counterpart agrees to provide the services to Lilly as contemplated by this Agreement and each relevant Work Order.  Payment for the services (the “Honoraria”) will vary depending on the type of event and the amount of time involved in preparation and presentation and as stated in each Work Order. The parties agree that all Honoraria will be at fair market value in accordance with industry guidelines.  Lilly will make payments directly to <<Payee\_MERC\_Account\_MERC>> (the “Payee”) in  accordance with the details provided on the attached HCP Information Form. HCP will promptly notify Lilly of any changes to the Payee or payment information.  In the event that Counterpart agrees to provide services to Lilly under any Work Order without remuneration then Counterpart will not receive remuneration in connection with those Services and Counterpart hereby waives any and all rights to seek remuneration in connection with those Services.  Lilly is committed to respecting The Irish Pharmaceutical Healthcare Association Code of Practice for the Pharmaceutical Industry (the ‘**Code’**) which requires transparency in relation to transfers of value made by a Pharmaceutical Company to a Healthcare Professional. To meet these requirements Lilly must publicly disclose, on Lilly’s website and/or any website or platform stipulated by IPHA*,* the transfers of value we made to HCP.  Such individual Disclosure is subject to HCP consent and we keep track of the consent  received on a separate HCP Declaration of Consent Form. If consent is given, disclosure will 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. |

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| Each party is signing this Agreement on the date stated opposite that party’s signature  **As agreed and signed by:** | | | | |
| Signature HCP |  | Print Name |  | Date | |
| Signature <<Form\_HCOorCompany>> |  | 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, accommodation and meal 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 and meals on submission of a

completed Expense Report Form (including itemized

receipts) and, where required by applicable law, an

invoice including relevant tax amount.

The Expense Report Form and invoice (if required) 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 if requested

upon presentation of a valid tax invoice 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 by Lilly within 3 business days of the event, Lilly will pay the Honoraria for HCP’s Services. Where HCP’s Services are cancelled by Lilly more than 3 days before the event, Lilly will pay HCP for preparation time attributable to the event only. Where HCP’s Services are cancelled by HCP at any time prior to the event, HCP shall not be entitled to the Honoraria.

**1.4 Travelling Companions**

If permitted under local law, and in accordance with Lilly policy and the local industry code, travelling companions may accompany HCP but are not permitted to attend a Lilly event. The full cost of travelling companions will be borne by HCP and will be payable by HCP directly to the supplier. This includes the cost of flights, transfers, room upgrades or additional rooms, all meals, activities,

incidentals and miscellaneous charges incurred in relation to travelling companions. In the event of cancellation of an event or the Services, Lilly is not liable for any costs incurred in relation to arrangements for travelling companions.

1. **Professional License**

Counterpart 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.

1. **Term and Termination**

This Agreement is valid from the date specified on page one of the Agreement and shall continue for a period of thirty six (36) months. It 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. Each Work Order shall commence on the date it is confirmed by both the Counterpart and Lilly (unless such Work Order specifies a different commencement date) and shall,

continue for the Term unless otherwise specified in the Work

Order when it shall continue for the period specified in the Work Order.

1. **Confidentiality**

Counterpart acknowledges that Counterpart may become privy to information provided by Lilly that is of a confidential nature. Thus, Counterpart agrees that, except for information which is in the public domain such as published data, Counterpart 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.

**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 HCP. HCP agrees that Lilly may maintain, store and process information related to HCP’s Services under this Agreement, and may use that information for the purposes stated in each Work Order hereunder and purposes related to

pharmaceuticals and healthcare and to report the information for

regulatory and/or legal purposes. HCP 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, HCP consents to these uses of HCP’s personal information, and agrees that Lilly may contact HCP in the future in order to renew or modify HCP’s consent. HCP’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 HCP’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 HCP, contact Lilly’s

Privacy Officer at Eli Lilly and Company (Ireland) Limited, Hyde House, 65 Adelaide Road, Dublin 2, Republic of Ireland.

HCP agrees that Lilly may use HCP’s personal information to communicate with HCP using e-mail communication

**Conflict of Interest**

Counterpart assures Lilly that no legal restriction, contractual commitment, employment policy, conflict of interest or other

professional obligation restricts Counterpart right or ability to

enter into this Agreement, perform the Services, accept payment from Lilly or satisfy any other obligation under this Agreement.

**Intellectual Property**

In performing the Services, HCP may use his/her own

pre-created materials, documents, etc. (“Own Materials”). In such case, HCP retains all intellectual property rights to any of his/her Own Materials. In other circumstances, HCP 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 by HCP in any

manner beyond what is required for the purposes of performing the Services in accordance with this Agreement as approved by Lilly. Any derivative materials, documents, etc. created by HCP (“Derivative Materials”) from Lilly Materials in performing services pursuant to this Agreement shall become the property of Lilly and shall be delivered to Lilly upon termination of this Agreement.

1. **Anti-Corruption/Compliance**

**5.1** Counterpart warrants that in entering into and in performing its obligations under this Agreement it shall and 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.

**5.2** Counterpart 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 Counterpart in connection with this Agreement and the steps taken by Counterpart to comply with the Relevant Requirements. Counterpart 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.

**5.3** 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 Counterpart. 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 Counterpart, and no further amounts shall be due to Counterpart pursuant to this Agreement..

**5.4** [Counterpart shall indemnify Lilly against any losses,

liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against Lilly as a result of a breach of any of the provisions of this clause 8 by Counterpart or persons performing the Services hereunder on Counterpart’s behalf.

**6. General Terms**

In performing the Services, HCP will operate solely as an

independent contractor and nothing in this Agreement makes HCP an employee, partner or agent of Lilly.

Counterpart 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 applicable IPHA Code of Practice for the Pharmaceutical Industry). This includes submitting for Lilly’s internal review and approval any

material/communications to be disclosed to a third party regarding a Lilly product.

This Agreement and any dispute or claim arising out of or in

connection with it or its subject matter or formation (including

non-contractual disputes or claims) is governed by, and shall be construed in accordance with, the laws of the Republic of Ireland. The parties irrevocably agree that the Courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).