

## MASTER SERVICES AGREEMENT

This Master Services Agreement (**MSA**) is entered into between Contract Party and Bristol-Myers Squibb Company for the benefit of its global Affiliates (**BMS**) and sets forth the terms and conditions under which Consultant agrees to provide Services to BMS. Any Services (and related Fees, if any) associated with this MSA will be specifically described in one or more SOWs issued by BMS. SOWs may be entered into by Bristol-Myers Squibb Company or any of its Affiliates. This MSA must not be interpreted as a commitment by BMS to engage Consultant for any Services.

This MSA is subject to and incorporates, as if fully set out herein, the Information Collection Form (ICF) and the Bristol-Myers Squibb Terms and Conditions for Healthcare Consultancy Services (**T&C's**) that are in effect on the date on which this MSA is signed. The T&C's can be accessed at [www.hcp-bms.com/gtc/\[local language\].pdf](http://www.hcp-bms.com/gtc/[local language].pdf)/ <http://www.hcp-bms.com/gtc/English.pdf>. All capitalized terms are defined here or in the T&C's.

<b>Contract Party</b>	{{TableStart:ESP}}{{VENDOR_HCPTS_NAME}}{{TableEnd:ESP}} {{TableStart:ESP}}{{RELATED_ICF_HCPTS__RVENDOR_HCPTS_CONTRACT_PARTY_ADDRESS_LINE_1_HCPTS}}{{TableEnd:ESP}} {{TableStart:ESP}}{{RELATED_ICF_HCPTS__RVENDOR_HCPTS_CONTRACT_CITY_HCPTS}}{{TableEnd:ESP}}, {{TableStart:ESP}}{{RELATED_ICF_HCPTS__RVENDOR_HCPTS_CONTRACT_STATE_HCPTS}} {{TableEnd:ESP}} {{TableStart:ESP}}{{RELATED_ICF_HCPTS__RVENDOR_HCPTS_CONTRACT_POSTAL_CODE_HCPTS}}{{TableEnd:ESP}}
<b>Consultant</b>	Insert Name of individual providing Services – or “Specified in the SOW”
<b>Term</b>	Effective Date: {{TABLESTART:ESP}}{{EVENT_SPEAKER_CONTRACT_HCPTS_START_DATE_VOD \@ MMMM d, yyyy}}{{TABLEEND:ESP}} Expiration Date: {{EVENT_SPEAKER_CONTRACT_HCPTS_END_DATE_VOD \@ MMMM d, yyyy}}{{TABLEEND:ESP}}

### Conflict of Interest.

If the terms or performance of the agreement conflict with any obligations or duties, express or implied, to third parties (including, Consultant's employer), Consultant will immediately report such conflict to BMS and comply with BMS' reasonable instructions (which may include termination of the Agreement).

### Strategic Partnership

For the purpose of this MSA, Contract Party acknowledges that BMS may share, transfer, sublicense, or assign with its strategic partner (e.g. co-promotion partner or licensees) (a) all information, Data, results and deliverables in connection with this MSA and (b) all licenses, patents, know-how, copyrights, and any other intellectual property rights, that BMS receives under this MSA and any related SOWs relating to the product Eliquis.

### Intellectual Property.

Activity ID {{TableStart:ESP}}{{EVENT_VOD_ACTIVITY_ID_2_HCPTS}}{{TableEnd:ESP}}	CMID {{TableStart:ESP}}{{VENDOR_HCPTS_GLOBAL_CUSTOMER_ID2_HCPTS}}{{TableEnd:ESP}}	Contract ID {{TableStart:ESP}}{{EVENT_SPEAKER_CONTRACT_HCPTS_ACTIVITY_AGREEMENT_ID_HCPTS}}{{TableEnd:ESP}}
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In case the Consultant is employed by a university, Consultant hereby waives any right resulting from § 42 No. 2 Arbeitnehmererfindungsgesetz (German Law on the Inventions of Employees), instead Consultant shall inform the university promptly of any invention made.

Taxes

In the event Consultant is obliged to pay Umsatzsteuer (VAT) on any Fees, BMS will reimburse such amount separately, provided that Consultant provides to BMS the necessary information according to § 14 Umsatzsteuergesetz (German Law on VAT).

Miscellaneous

The Contract Party agrees that this MSA will be binding and enforceable once the MSA is signed by the Contract Party. The MSA will not be binding on BMS if the Contract Party makes changes to the MSA and signs it unless BMS has approved any changes in writing and BMS has begun performance of its obligations.

If the signatory is not the same as the Consultant, then the signatory representing the Consultant certifies that its entity operating statutes allow it to sign this MSA and be paid for the Services. The Consultant agrees that any fees and expenses will be used in accordance with its operating status and will not be used for any private purposes.

Activity ID	CMID	Contract ID
{{TableStart:ESP}}{{EVENT_VOD_ACTIVITY_ID_2_HCPTS}}{{TableEnd:ESP}}	{{TableStart:ESP}}{{VENDOR_HCPTS_GLOBAL_CUSTOMER_ID2_HCPTS}}{{TableEnd:ESP}}	{{TableStart:ESP}}{{EVENT_SPEAKER_CONTRACT_HCPTS_ACTIVITY_AGREEMENT_ID_HCPTS}}{{TableEnd:ESP}}

I have read, accept and agree to all of the terms and conditions of this [MSA](#):

Deleted: Agreement

{{TableStart:Signers}}
{{CONTRACT\_SIGNER\_HCPTS\_ENTITY\_NAME\_HCPTS}}
Signature: 123456789101112
Printed Name: {{CONTRACT\_SIGNER\_HCPTS\_ENTITY\_SIGNATORY\_NAME\_HCPTS}}
Title: {{CONTRACT\_SIGNER\_HCPTS\_SIGNER\_TITLE\_HCPTS}}
{{TableEnd:Signers}}

Activity ID
{{TableStart:ESP}}{{EVENT\_VOD\_ACTIVITY\_ID\_2\_HCPTS}}{{TableEnd:ESP}}
CMID
{{TableStart:ESP}}{{VENDOR\_HCPTS\_GLOBAL\_CUSTOMER\_ID2\_HCPTS}}{{TableEnd:ESP}}
Contract ID
{{TableStart:ESP}}{{EVENT\_SPEAKER\_CONTRACT\_HCPTS\_ACTIVITY\_AGREEMENT\_ID\_HCPTS}}{{TableEnd:ESP}}