

## COURSE PRESENTATION & TRAINING AGREEMENT

This Course Presentation & Training Agreement ("**Agreement**") is made effective as of June 11, 2024 ("**Effective Date**"), by and between The International Society for Pharmacoeconomics and Outcomes Research, Inc., a New Jersey nonprofit corporation with office at 505 Lawrence Square Blvd. South, Lawrenceville, NJ USA 08648 ("**ISPOR**") and an individual or entity

with a principal residence or location of

("Trainer"). **ISPOR** and **Trainer** may each be referred to herein as a "**Party**" and, collectively, as the "**Parties**."

**WHEREAS**, **ISPOR** is tax-exempt under Section 501(c)(3) of the United States Internal Revenue Code, and its tax-exempt mission and purposes are to increase the efficiency, effectiveness, and fairness of health care to improve health, and to translate health economics and outcomes research into practice to ensure that society allocates scarce health care resources wisely, fairly, and efficiently; and

**WHEREAS**, in furtherance of its tax-exempt purposes, **ISPOR** wishes to promote curriculum for certain training programs which provide instruction in various levels of health technology assessment ("**Programs**"); and

**WHEREAS**, the Trainer has experience and knowledge in the subject matter of the Programs; and

**WHEREAS**, **ISPOR** desires to enter into an arrangement with Trainer to present Programs and to train others to present such Programs;

**NOW, THEREFORE**, in consideration of the mutual promises, undertakings, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. Term; Termination:

- a) The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue for a period of two (2) years from the Effective Date, unless extended by mutual written agreement of the Parties or earlier terminated in accordance with the terms of this Agreement.
- b) During the Term, either Party may terminate this Agreement (i) at any time with or without cause by the written agreement of both Parties, or (ii) with thirty (30) days' written notice to the other Party. Upon termination of the Agreement, **ISPOR's** obligation to pay the amounts outlined in Section 5 herein shall cease, effective as of the date of termination; provided, however, that **ISPOR** shall remain obligated to pay such fees as have already been properly incurred prior to the effective date of termination.

### 2. Independent Contractor:

- a) The relationship of Trainer to **ISPOR** is that of an independent contractor, and nothing in this Agreement shall be construed as creating any partnership, employment, joint venture

or agency relationship of any kind between the Parties. Trainer has no authority to represent or act on behalf of ISPOR, which includes but is not limited to entering into any contracts or assuming any liabilities on behalf of ISPOR, without ISPOR's express written consent. No workers' compensation insurance shall be obtained by ISPOR covering Trainer, who shall be responsible for complying with all workers' compensation laws. Further, Trainer shall not have any right to receive any employee benefits as are in effect generally for ISPOR employees.

- b) All fees payable to Trainer hereunder shall be paid in full, without any withholding, deduction, or offset of any Federal, state, or local income taxes, employment taxes, or other withholdings. Trainer shall be solely and unconditionally responsible for paying any and all taxes and assessments imposed by any taxing authority, including, without limitation, all income, government withholding and self-employment taxes, relating to any income or other consideration that Trainer derives from this Agreement (excluding taxes imposed on ISPOR's net income). Trainer further warrants and agrees to file all required forms and make all applicable tax payments appropriate and necessary to the status of Trainer as an independent contractor and shall not claim any other status. Trainer further warrants and agrees to file all other required forms, registrations, reports, and other filings, and to pay all corresponding fees and other charges, as may be required of Trainer, by any taxing authority, as a consequence of providing the Services.

### **3. Responsibilities and Deliverables:**

- a) Trainer Services. During the Term, Trainer agrees to perform the following services (the "**Services**"):
  - i. Prepare and deliver to ISPOR presentation materials prepared by Trainer on the topic of "Developing Decision-Grade Real-World Evidence" including, but not limited to, training and presentation materials, handouts, digital slide presentations, and other written, audio/visual, photographic, or artwork/graphic materials related to such presentations ("**Presentation Materials**") according to the deliverables and production schedule set forth in Appendix A, which is attached hereto and incorporated herein.
  - ii. Present the Presentation Materials to ISPOR trainees at a Live Event (the "**Live Event**"), which may be recorded by ISPOR, and if the Live Event is:
    - 1) Virtual: Participate in a Zoom practice session 1-2 weeks prior to the Live Event at a date and time designated by ISPOR [in consultation with Trainer].
    - 2) In-person: Attend an in-person meeting to review the program details and logistics 2-3 weeks prior to the Live Event at a date and time designated by ISPOR [in consultation with Trainer].
    - 3) Use reasonable efforts to promote the Course through professional networks, as instructed by ISPOR.
  - iii. Carry out training and other obligations in accordance with the Trainer Requirements (See Section 7).
- b) ISPOR Obligations. During the Term, ISPOR agrees to:

- i. Market the Live Event, Course(s) and applicable Presentation Materials (collectively the “**Presentations**”) through website information, marketing campaigns, and/or digital/print brochures, as ISPOR shall determine.
- ii. Distribute Presentations for self-directed and micro courses via the ISPOR authorized platform provider(s) only, which may be presented as described in Appendix A or in combination with other content as part of ISPOR Learning Programs.
- iii. Launch and host course or facilitated lessons according to the schedule outlined in Appendix A.

#### **4. Intellectual Property:**

- a) Ownership of Presentation Materials. As between ISPOR and Trainer, Trainer retains ownership of Presentation Materials and associated intellectual property rights therein.
- b) License to Presentation Materials. Trainer grants to ISPOR a royalty-free, perpetual, irrevocable, non-exclusive, worldwide, transferable, and sublicensable license to (a) use, reproduce, publish, modify, record, broadcast, and distribute Trainer’s Presentation and the Presentation Materials (including all handouts, digital slide presentations, and any other written or electronic materials provided by Trainer to ISPOR in connection with the Services hereunder), in whole or in part, in any means and through any medium, and (b) to use Trainer’s name, likeness, voice, and biographical information to use, promote, and exploit the recording, broadcast, and distribution of the Presentations, for any lawful purposes, with appropriate attribution to Trainer. Trainer acknowledges and agrees that this grant permits ISPOR to broadcast and distribute the Presentations and to record and distribute the Presentations in the future. Trainer further acknowledges and agrees that ISPOR owns all right, title, and interest in and to all recordings in which Trainer may be included and waives the right to inspect or approve any recording, broadcast, or distribution of the Presentations or any use of Trainer’s name, likeness, voice, or biographical data.
- c) Third-Party Materials. For any third-party materials used or provided by Trainer in the Presentations or Presentation Materials or otherwise in connection with this Agreement (the “**Third-Party Materials**”), the Trainer shall obtain permission for ISPOR to use and distribute such Third-Party Materials. See Appendix B for guidelines the Trainer may consider when seeking permissions.
  - i. ISPOR reserves the right to remove, without notice, the use of or reference to any Third-Party Materials, including but not limited to unauthorized materials, competitors, and/or marketing/sales of products, services, or organizations identified in course materials, recordings, or marketing materials.
- d) ISPOR Trademarks. Subject to the terms and conditions of this Agreement, ISPOR hereby grants to Trainer, during the Term of this Agreement, a non-exclusive, non-transferrable, revocable, limited license to display and use ISPOR’s trademarks (“**ISPOR Trademarks**”) solely in connection with the provision of Services hereunder. All use or display of the ISPOR Trademarks shall at all times conform to the terms and conditions of this Agreement and any standards for use of the ISPOR Trademarks

provided by ISPOR. Upon the termination or expiration of this Agreement for any reason, Trainer will automatically terminate, and shall immediately cease all uses of ISPOR's Trademarks. ISPOR reserves all ownership and other rights in the ISPOR Trademarks, and nothing in this Agreement shall be deemed to convey or transfer any ownership rights in ISPOR's Trademarks to Trainee.

## **5. Compensation:**

- a) In full consideration of the Services performed under this Agreement, ISPOR shall pay to the Trainer the fee or fees corresponding to the project ("**Project**") as set forth in this section.

Supporting Trainer<sup>1</sup> base fee, delivery:        \$350

- b) Trainer shall invoice ISPOR at the completion of the Project for fees as set forth in this Agreement. Each invoice shall include the following information, current as of the date of the invoice: (i) an invoice number; (ii) invoice date and billing period; (iii) total amount due; (iv) a calculation of the total amount due, if applicable; (v) an explanation of the Services provided during the billing period; and (vi) any and all other reports and/or information as reasonably requested by ISPOR.
- c) Subject to the terms and conditions of this Agreement, ISPOR shall pay each satisfactory invoice, which shall include all of the information required under Section 5(b), within thirty (30) days of ISPOR's receipt thereof.
- d) Trainer acknowledges and agrees that the fees set forth in this Agreement represent ISPOR's full and complete obligation for any and all Services to be rendered, and expenses incurred, by or on behalf of Trainer under this Agreement.
- e) In addition to any other remedies available to ISPOR at law or in equity, if, in the reasonable determination of ISPOR, Trainer fails to perform in accordance with the terms of this Agreement, ISPOR may refuse to approve, or limit approval of, any invoices for payment, and may cause payments to Trainer to be reduced or withheld until such time as ISPOR reasonably determines that Trainer has met the performance terms as established by this Agreement. Trainer's failure to submit required reports or other specified items when due, or failure to provide the Services, may result in the withholding of payments under this Agreement unless such failure arises out of causes beyond the reasonable control and without the fault or negligence of Trainer. ISPOR shall promptly notify Trainer of any such withholding of payment of all or part of any invoice submitted.

- 6. Cancellation, reschedule or adjustments:** ISPOR reserves the right to cancel and/or reschedule any Presentation with or without cause. Further, if the Presentation Materials are not provided in accordance with the agreed upon Project plan and/or if of unacceptable quality, in whole or in part, and as determined solely by ISPOR, ISPOR may request that Trainer make

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<sup>1</sup> A short course may only have up to 3 additional supporting trainers, and each trainer must have a substantial role in the course delivery. All trainers for a short course must submit a full CV to the ISPOR Short Course Committee for review and approval prior to course delivery.

adjustments to such Presentation Materials or may terminate the Agreement pursuant to Section 1(c).

**7. ISPOR Trainer Requirements:**

- a) Trainer agrees to not engage in any type of promotional marketing that is not at the request of ISPOR or selling of any product or service related to this Agreement, and neither party will disparage the other Party, its directors, officers, employees, agents, and affiliates, or the other Party's products or services in any way.
- b) Trainer agrees to notify the ISPOR staff immediately in the event that an emergency should prevent Trainer from meeting the obligations set forth in this Agreement.
- c) Trainer agrees to support ISPOR's Diversity Policy, uphold ISPOR's Code of Ethics, and comply with ISPOR's Antitrust Compliance Statement and Policy and any other applicable ISPOR policies found in the Quick Links/Policies & Legal Resource footer at <https://www.ispor.org/>. Trainer shall comply with all laws, rules, and regulations applicable to this Agreement or Trainers' activities pursuant to this Agreement.
- d) Trainer agrees to use the design templates and logos provided by ISPOR in any Presentation and to use such templates and logos and any ISPOR Trademarks solely in connection with this Agreement and in the manner set forth in Section 4(d).
- e) Trainer agrees to release any Presentation for display within the ISPOR learning management system (i.e., its "Education Center") accessible from the ISPOR website or from a virtual meeting platform, such as Zoom or Teams.
- f) Trainer represents and warrants that the Presentation and the Presentation Material (a) do not and shall not violate, infringe, or misappropriate any proprietary, intellectual property, or personal rights of others (including, without limitation, any copyright, trademark, trade secrets, publicity, and/or privacy rights), (b) is factually accurate and contains nothing defamatory, libelous or otherwise unlawful, and (c) is the Trainer's own original work and/or the Trainer has obtained all necessary permission or licenses from any persons or organizations whose material are included or used in the Presentation. (Note: Images, videos, photos, music may be subject to copyright, trademark, or other rights even if publicly available on the internet and Trainer is solely responsible for rights clearances to enable ISPOR to use the Presentation.).
- g) Trainer represents and warrants to have the authority to grant all rights granted by Trainer in this Agreement and that the Trainer has full power and authority to enter into this Agreement.
- h) Trainer agrees to disclose at the start of any Presentation all material financial relationships which are relevant or may be considered relevant to any research studies, products, or services described, reviewed, evaluated, or compared in such Presentation.

**8. Indemnification:**

Each Party "Indemnifying Party" hereby agrees to defend, indemnify and hold harmless the other Party and its affiliates and their respective directors, officers, agents and employees, as applicable, (each, an "Indemnified Party") from any and all liabilities, losses, costs, damages, claims, liens, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance policy deductibles and all other expenses arising out of or related to (a) any intentional or negligent act or omission of Indemnifying Party in the performance of obligations in connection with this Agreement, or (b) any breach of the covenants, representations, or warranties made by Indemnifying Party under this Agreement.

**9. Limitation of Liability:**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THIS AGREEMENT.

**10. Miscellaneous:**

- a) This Agreement and any attachments hereto contain the entire understanding among the parties and supersede any prior written or oral agreements among them. This Agreement shall not be modified or waived except by written instrument signed by all parties.
- b) In the event that any part of this Agreement shall be declared unenforceable or invalid, the remaining parts shall continue to be valid and enforceable.
- c) This Agreement shall inure to the benefit of and be binding upon the Parties and their respective executors, administrators, personal representatives, heirs, assigns, and successors in interest.
- d) This Agreement may not be assigned by the Trainer or the rights granted to or obligations imposed upon the Trainer transferred or sublicensed, without the express prior written consent of ISPOR.
- e) Any Party's waiver of, or failure to exercise, any right provided for herein shall not be deemed a waiver of any further or future right under this Agreement.
- f) The Trainer covenants, warrants and represents that he/she shall comply with all laws and regulations applicable to this Agreement, and that he/she shall exercise due care and act in good faith at all times in performance of his/her obligations under this Agreement.
- g) This Agreement shall be governed by the laws of the State of New Jersey without regard to its conflict of laws principles. The state and federal courts located in the State of New Jersey shall be the exclusive forums for the resolution of any disputes concerning this Agreement or the Trainer's provision of Services to ISPOR hereunder, and Trainer agrees to submit to the exclusive jurisdiction of such courts.
- h) This Agreement may be executed by electronic signature in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- i) Any notice, request, demand, waiver, consent, approval or other communication (each, a “**Notice**”) that is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or e-mail, or by registered or certified mail, return receipt requested and postage prepaid, or by Federal Express or a comparable overnight delivery service, addressed to the parties as follows:

**If to ISPOR:**

ISPOR Chief Operations Officer  
ISPOR  
505 Lawrence Square Blvd. South  
Lawrenceville, New Jersey 08648  
[scapon@ispor.org](mailto:scapon@ispor.org)

**If to Trainer or Entity:**

\_\_\_\_\_  
FULL NAME AND PHYSICAL ADDRESS REQUIRED. NO P.O. BOX

**Email address:** \_\_\_\_\_

Such Notice shall be deemed to have been given as of the date so delivered personally or by facsimile or e-mail, or on the third business day after deposit in the United States mail, or on the first business day after acceptance by Federal Express or a comparable overnight delivery service.

- j) The Parties have read the foregoing Agreement in its entirety and voluntarily agree to each of its terms with full knowledge thereof.


\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

**Trainer or Entity**

**The International Society for  
Pharmacoeconomics  
and Outcomes Research, Inc.**

By: \_\_\_\_\_  
NAME/Entity representative

By:   
Felicia Davis Alvin  
Manager, Learning Programs

Dated: \_\_\_\_\_

Dated: June 11, 2024

## Appendix A: Course Information

### Course Format

“Health Economic Modeling in R: A Hands-on Introduction” Short Course

One-time purchase; access is for the live presentation

4 hours in length, in person or virtual

Course is presented live and not recorded, and available only during the broadcast or live in person event

### Description

This highly practical course will outline the computational and transparency advantages of using R, for those used to health economic modelling using Microsoft Excel. This course explores the use of R for health economic modelling in the context of health economics and outcomes research (HEOR) and faculty will guide the participants through practical examples of HEOR. The faculty are expert speakers who have diverse experience in academia, national Health Technology Assessment agencies (NICE, NCPE), and industry. The faculty will lead participants through practical examples of health economic modelling including using R for Markov models from deterministic analysis through to probabilistic sensitivity analysis and EVPI. Additional useful packages for modelling using R will also be discussed. All sessions will interchange between descriptive lectures and hands-on exercises. Participants will be provided with materials, including model examples in R and information on where to go for further learning. **This course is designed for those with some familiarity with modelling techniques, such as the concepts of discrete time cohort Markov models and probabilistic sensitivity analysis, but familiarity with R coding is not required.** *Attendees will require a laptop with RStudio (v1.1.0 or higher) and R (v4.2.1 or higher) downloaded and installed.*

### Details

Student prereading materials and a list of references, if provided by faculty.

If articles are not ISPOR products, Open Access or if faculty does not have permissions to reuse articles they have authored, only a citation will be provided to registrants.

List should contain no more than 3 non-ISPOR articles

List should include at least 1 ISPOR Good Practices Report, if available

Complete and final PowerPoint (PPT) slide presentation

½-page paragraph form, biographical abbreviated summary

Professional headshot of each trainer

### Production Schedule

Course Presentation Dates:

**Sunday, 17 November 2024**

Prereading Material Deadline:

**Monday, 12 August 2024**

Course Material Deadline:

**Monday, 26 August 2024 (with printed books) / Tuesday, 3 September 2024 (without printed books)**



- PowerPoint Slide Presentation
- Polling questions, if used

## **Appendix B: Guidelines for Obtaining Permission to Use Third-Party Materials**

As an ISPOR Trainer, it is your responsibility to seek and obtain permission to use materials or content (“Content”) owned by a third-party copyright holder (“Third-Party”) in your presentation deck or recorded video. When seeking such permission from a Third-Party, consider the following guidelines, which are not intended to be exhaustive:

1. Ensure that the Third-Party represents and warrants that it is the rightful owner of the Content.
2. Ensure that the Third-Party grants you an explicit right to use its Content in relation to your presentation with ISPOR.
2. Ensure that the Content is accurately and adequately described.
3. Determine what, if any, limitations are on the use of the Content.
4. Determine whether the license granted is perpetual and irrevocable.
5. Consider whether the Third-Party seeks any credit or attribution, and, if so, whether the request complies with your obligations to ISPOR.

## **Appendix C: In-Person Remuneration Package**

### **Remuneration**

For teaching this 4-hour short course, your faculty will receive the following remuneration package to be shared among you and as per the ISPOR Expense Reimbursement Policy Vendor and Invited Participant Policy:

Travel reimbursement for 1 (one) instructor including airfare

One (1) complimentary meeting registration

One (1) complimentary hotel night (2 [two] nights, if traveling transcontinental)

An honorarium based on your individual Agreement section 5. "Compensation"

In appreciation for your support and flexibility, the instructor will be granted access to 1 (one) virtual or 1 (one) in-person short courses presented during 2025 (anticipated posting November/December 2024) and the remainder of 2024 (after ISPOR Europe 2024) from the [ISPOR Short Course Program](#).

### **Travel and Lodging\***

As per the ISPOR Expense Reimbursement Policy Vendor Invited Participant Policy, the travel class for reimbursement is economy coach and all travel arrangements must be made no later than 30 days prior to the event. ISPOR will reimburse expenses at the most cost-efficient method and price with major carriers. Please note that if your travel is part of a larger trip, ISPOR may not be able to cover the full ticket price.

Each faculty member is responsible for making their own hotel reservation. Several hotels have been selected near the venue at preferential rates for the conference. You are encouraged to book accommodations within the ISPOR Hotel Block. Expenses for lodging booked outside of the ISPOR hotel block will not be reimbursed.

**\*Note:** Unfortunately, no substitutions or exchanges are permitted within this remuneration package.