This Advisory Board Meeting Agreement (“**Agreement**”) is effective as of ……… (“**Effective Date**”), and is entered into by and between:

**COMPANY NAME US LLC,** a Delaware limited liability company (“**COMPANY NAME**”), with its registered office at ADDRESS and ………………. [*enter name and address of patient advocacy organization*] (referred to herein as **“PAO”**) located at ……………. (together referred to as the “**Parties**”, or individually, a **“Party”**).

COMPANY NAME and PAO agree to the terms and conditions below:

1. **SERVICES**

COMPANY NAME wishes to engage PAO to provide advisory board services set forth hereunder and PAO has agreed to provide, by and through its employee, [enter name of employee who will perform the services] (**“PAO Representative”**) its knowledge, expertise and input in the area of …… through attendance and participation in the capacity of an advisor at the event of ………………………… to take place pursuant to the following details:

**Event Date and Time**: ………… (*date*) from …………. *(time),* or any alternate date and time pre-approved in writing

by COMPANY NAME.

**Venue / Virtual Venue**: …………. or any alternate venue pre-approved in writing by COMPANY NAME (the “**Meeting**”).

The objectives of the Meeting are to:

* ……………………………………………………………………………………………………………………………
* at the Meeting PAO Representative will be responsible for: ………………………………………………………………………….

The services set forth in this Section 1 are hereinafter referred to as the “**Services**”. PAO agrees to cause PAO Representative to comply with the terms and conditions of this Agreement.

1. **TERM**

This Agreement shall continue for 12 months unless terminated earlier by either Party providing ten (10) days prior written notice to the other.

1. **CONSIDERATION**
2. **Remuneration and reimbursement of expenses.** In consideration for providing the Services, COMPANY NAME shall pay PAO a fee in the amount of ………… and arrange for PAO’s Representative’s travel and accommodations as required for attendance at the Meeting, including reimbursement of any related reasonable out-of-pocket expenses directly incurred in performance of the Services upon COMPANY NAME’ receipt of supporting documentation, including copies of receipts. For clarity, flying first class, chartered flights and flying personal planes are not considered reasonable expenses and will not be reimbursed. If PAO’s Representative is unable to participate in any Meeting for the duration, any payment will be prorated accordingly.
3. **Taxes.** PAO acknowledges and agrees that it shall be solely responsible for paying any taxes, including federal, state, provincial, V.A.T., and local taxes with respect to all compensation paid to it pursuant to this Agreement and COMPANY NAME shall have no responsibility whatsoever for withholding or paying any such taxes for or on PAO’s behalf. For the purposes of this Agreement, PAO and PAO Representative shall be independent contractors and not an employees, joint venturers or agents of COMPANY NAME and PAO and PAO Representative shall not be entitled to participate in any benefit plans which COMPANY NAME or its affiliates sponsor for its employees.
4. **Fair market value.** The Parties agree that the compensation set forth herein represents the fair market value for PAO’s Services, has not been determined in a manner that takes into account the volume or value of any business otherwise generated between the Parties, and shall not obligate PAO to purchase, use, recommend or arrange for the use of any products developed, manufactured, and/or marketed by COMPANY NAME or any of its affiliates and/or business collaborators, or to place or affect the formulary status of any product of COMPANY NAME, its affiliates and/or business collaborators. This Agreement has not been provided as an incentive to, or in exchange or as a reward for, PAO using, purchasing, or prescribing COMPANY NAME products, or to obtain for or to confer on COMPANY NAME any other improper advantage.
5. **CONSENT**

In the event that an audio and/or video recording of the meeting is required to aid a medical writer in transcription of a meeting report detailing the outcomes of this Meeting for use by COMPANY NAME or any of its affiliates and/or business collaborators, consent of the PAO Representative may be required. By PAO Representative’s signature, it consents to its name, likeness, image and voice being recorded and filmed in relation to the performance of the Services, and to the use of said recording for the purpose of a medical writer preparing a final meeting report for COMPANY NAME or any of its affiliates and/or business collaborators. The recording will be deleted upon finalization and delivery of the meeting report to COMPANY NAME.

1. **CONFIDENTIAL INFORMATION**

**Confidentiality obligations**. PAO agrees: a) to hold in strictest confidence, at all times during the term of this Agreement and thereafter, any Confidential Information (as defined below) of COMPANY NAME or its affiliates or business collaborators that may be received or obtained by PAO and/or its employees in relation to this Agreement; and b) to not disclose, publish, or otherwise communicate any Confidential Information to any third party or to use such Confidential Information for any purpose other than that provided for in this Agreement, without the prior written consent of COMPANY NAME. All Confidential Information is the sole and exclusive property of COMPANY NAME. Upon termination or expiration of this Agreement, PAO shall promptly return to COMPANY NAME all originals and copies of documents or other materials constituting or containing Confidential Information. The obligations of confidentiality set forth herein shall survive the termination or expiration of this Agreement.

## **Definition of Confidential Information**. “**Confidential Information**” means any and all information disclosed in connection with the Agreement, whether disclosed before or after the Effective Date in whatever form or medium, whether oral, visual, electronic, written or otherwise, including without limitation: (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential; (b) information traditionally recognized as proprietary information or which ought reasonably to be considered confidential, including client and vendor data, intellectual property, trade secrets, and clinical or product development data; (c) all forms and types of financial, business, employee, supplier, partner, product, customer, technical and economic information; and (d) information concerning antibodies and other biological materials, cell lines, samples of assay components, media and/or cell lines and procedures and formulations for producing any such assay components, media and/or cell lines, formulations, compounds, developmental or experimental work, test data and results (including, without limitation, pharmacological, toxicological and clinical test data and results). Subsections (a) through (d) above are considered to be Confidential Information whether tangible or intangible, irrespective of how stored, compiled, or memorialized, whether or not it is identified as being, or marked as, "Confidential” or a substantial equivalent, and will include all notes, analyses, compilations, forecasts, proposals, studies or other documentation that contain, reflect, summarize, discuss, review or are otherwise derived from such information.

**Allowed disclosure**. The confidentiality obligations hereunder shall not apply to any Confidential Information which: (a) at the time of disclosure or after disclosure is in the public domain, other than by breach of this Agreement, (b) PAO shows by written records was in its possession at the time of disclosure or was thereafter independently developed, or (c) was rightfully received from a third party not in violation of any non-disclosure obligation owed to COMPANY NAME. In the event that PAO is required to disclose Confidential Information pursuant to a subpoena or court order, PAO shall provide prompt notice to COMPANY NAME so that COMPANY NAME can seek whatever legal or equitable relief it deems desirable or appropriate to protect its interests.

1. **DATA PRIVACY**

POA agrees that for the purposes of entering into this Agreement and performing the Services, PAO and/or PAO’s Representative may, as applicable, provide COMPANY NAME with necessary personal information such as name, address, contact information, financial information to receive payment, etc. and that COMPANY NAME may share such information with its affiliates, business collaborators and/or service providers for purposes related to this Agreement. All such personal information will be handled at all times in accordance with all applicable laws and COMPANY NAME’ privacy policy found here: [https://www.COMPANY NAME.com/en/privacy-policy](https://www.astellas.com/en/privacy-policy) .

1. **REPRESENTATIONS AND WARRANTIES**

By entering into this Agreement PAO represents and warrants that:

1. **Compliance with laws** – it shall comply with all applicable federal, state, local, provincial and municipal laws, regulations and guidelines, and all applicable industry ethical codes of practice, COMPANY NAME Global Code of Conduct (available via the ‘search’ function at https://www.COMPANY NAME.com), the PhRMA Code on Interactions with Healthcare Professionals as well as with PAO’s internal policies and rules (if applicable), and it will ensure that its participation and any presentation, comply with any briefing or instruction provided by COMPANY NAME on the relevant legal and regulatory requirements applicable to this event,
2. **No duplication of Services** - this engagement is not a duplication of other previously conducted advisory engagements and offers real and meaningful additional value to COMPANY NAME,
3. **Valid license** – it is licensed, registered, or qualified under local law, regulations, policies, industry codes, and administrative requirements to do business and, to the extent required by applicable law, have obtained licenses or completed such registrations as may be necessary or required by law to provide the Services encompassed within the Agreement,
4. **Intellectual property** - except for any materials provided to PAO by COMPANY NAME for incorporation into the presentation materials (“**COMPANY NAME Information**”), PAO is the owner of all intellectual property rights in any presentation prepared by PAO or PAO Representative as part of the Services and/or in the event that it does not own such rights, PAO shall have obtained all necessary consents or permissions in order to provide the Services. COMPANY NAME shall retain all intellectual property rights in and to all COMPANY NAME Information (including any derivative works arising therefrom),
5. **Committee membership** - with respect to any committee of which PAO and/or PAO Representative is, or become, a member and which: (a) sets drug formularies; and/or (b) develops clinical practice guidelines (“**Committee**”), PAO shall inform such Committee promptly of the existence of this Agreement and the nature of participation hereunder. Such disclosures shall be made on a confidential basis. Furthermore, PAO and/or PAO Representative shall follow the procedures set forth by the Committee to avoid any appearance of impropriety that may result from participation under this Agreement, which procedures may include recusing itself from Committee decisions relating to the subject matter of this Agreement. The obligations of this section shall remain in effect for the term of this Agreement, and for a period of two (2) years thereafter,
6. **Disclosures** - PAO is not in violation of any other agreement with other parties or of any restrictions of any kind; and POA has made all the necessary disclosures and received all proper authorizations to enter into this Agreement,
7. **Debarment** – Neither PAO, or PAO Representative is not an individual or entity who: (i) is excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal or state procurement or non-procurement programs; (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible; or (iii) is debarred under the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335a(a) and (b), or disqualified as a clinical investigator under the provisions of 21 C.F.R. § 312.70 (hereinafter, an “Ineligible Person”). At the request of COMPANY NAME, PAO agree to re-certify in writing to COMPANY NAME that PAO and PAO Representative are not an Ineligible Person. PAO further agrees (1) to disclose immediately to COMPANY NAME any debarment, disqualification, exclusion, suspension, or other event that makes PAO and/or PAO Representative an Ineligible Person, or any notice or threat thereof; and (2) to promptly provide to COMPANY NAME all data requested by COMPANY NAME for purposes of complying with any disclosure, reporting or compliance obligations under federal and/or state laws relating to any reporting obligations for Ineligible Persons. Failure to make any disclosure to COMPANY NAME under this Section will result, at the discretion of COMPANY NAME, in the immediate termination of this Agreement,
8. **ANTI-BRIBERY, ANTI-CORRUPTION**

PAO represents, warrants, and covenants to COMPANY NAME that in connection with this Agreement, it (i) will comply with all applicable international, national, federal, state, provincial and local laws, rules and regulations and industry codes governing bribery, money laundering, and other corrupt practices, as well as with all COMPANY NAME policies, procedures and instructions as may be communicated by COMPANY NAME from time to time, and (ii) will not, directly or indirectly, offer, give, pay, promise to pay, or authorize the payment of any bribes, kickbacks, influence payments, or other unlawful or improper inducements to any person, in whatever form (including without limitation gifts, travel, entertainment, contributions, or anything else of value).

**Additional termination right**. COMPANY NAME may, in addition to its other rights and remedies, immediately terminate this Agreement in the event that COMPANY NAME receives information which it reasonably believes, in its sole discretion, may be evidence of a breach by PAO and/or PAO Representative of this Section 8 or Section 7 above (Representations and Warranties). In the event of such termination, COMPANY NAME shall have no obligation or liability for any fees, reimbursements, or other compensation or payments under this Agreement, including without limitation for Services previously performed or items previously provided.

1. **TRANSPARENCY**

To the extent that COMPANY NAME is required in a geographic region to report payments or other value transferred to PAO, or if reporting is otherwise required by the government, it is understood by PAO that COMPANY NAME will be required to report all payments and may be required to report other value transferred to PAO under this Agreement. POA understands that information about payments or other value transferred to PAO by COMPANY NAME in connection with this Agreement may be made publicly available. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

1. **MISCELLANOUS**
2. **Governing law and amendment**. The Parties agree that this Agreement shall be governed by and interpreted under the laws of Illinois. The Parties further agree that this Agreement represents the entire agreement between the Parties and supersedes all prior agreements or understandings on the subject matter hereof, with the exception that any confidentiality agreement previously entered into between PAO and COMPANY NAME shall remain in effect in accordance with its terms. This Agreement can only be modified upon the mutual written agreement of the Parties.
3. **Notifications**. POA shall promptly notify COMPANY NAME of the occurrence of any fact or event which would render any representation, warranty or covenant in this Agreement incorrect or misleading.
4. **Adverse event reporting**. If PAO and/or PAO Representative learn about an adverse event or an adverse reaction which can be reasonably linked to an COMPANY NAME product, POA shall notify COMPANY NAME within twenty-four (24) hours via email to safety-us@COMPANY NAME.com.
5. **Assignment.** PAO may not assign this letter agreement or any of its rights or obligations hereunder without prior written approval from COMPANY NAME.
6. **Language of the Agreement**. The Parties acknowledge and agree that the present Agreement, as well as all documents and notices entered into or given pursuant hereto or relating hereto be drawn up in English.
7. **Signatures.** This Agreement may be signed by facsimile or electronically and in counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

|  |  |  |
| --- | --- | --- |
| **COMPANY NAME US LLC** |  | **[insert PAO contracting name]** |
|  |  |  |
|  |  |  |
|  |  |  |
| Date |  | Date |

**Read and Acknowledged:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[insert name of PAO Representative]

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_