

Speaker agreement - use for a one-time agreement when an HCP agrees to speak on medical device products at an educational event and the HCP will be paid for his services.

[Name of HCP]

[Address]

[Date]

Re: Speaker Services

Dear [Name of HCP],

Thank you for agreeing to participate as a speaker at [Meeting Name] on the subject of [Subject] on [Date] in [Location]. We are confident that your contribution will add meaningful scientific value to this important educational meeting.

This speaker agreement (“Agreement”) is entered into between you and [Insert Your Company Name] [Legal Designation] (“[Insert Your Company Name]”) and governs the terms and conditions under which you will perform the speaker services specified in Schedule 1 attached hereto (the “Services”). The term of this Agreement is one year from the date written above or the day after the completion of the Services, whichever occurs later.

1. You represent that you are qualified to perform the Services, and agree that you will not delegate or assign the performance of the Services to any other person without the prior written approval of [Insert Your Company Name].
2. You represent that you have the approval of your employer to perform the Services [add as required by local law: as indicated by your employer’s signature on Schedule 2], and receive the payments detailed in this Agreement.
3. You agree to abide by all legal restrictions placed upon you by applicable laws, physician codes of conduct, hospital rules or otherwise.
4. [Insert Your Company Name] and you confirm that your selection as a speaker is based on appropriate factors, including your medical expertise and presentation skills, and has not been determined in any manner with regard to or in exchange for the agreement to use, purchase, recommend or influence the use of [Insert Your Company Name] products, or to the value of volume of any business generated between the parties.
5. In consideration of your performance of the Services, [Insert Your Company Name] will pay the following fee and/or related expenses [include some or all of the following sections as appropriate] as further detailed in Schedule 1:
  - a. A services fee of [specify amount], which the parties agree represents fair market value for the Services, and which is intended to cover the time spent performing the Services, including as applicable, time spent (i) preparing the presentation materials, (ii) attending preparation meetings or conference calls, (iii) presenting the materials and answering questions from the audience regarding the content of the presentation, (iv) actively participating in the overall meeting, and (v) engaging in follow up activities. This fee also includes moderate compensation for travel time where such travel time exceeds five hours one-way.

b. [Insert Your Company Name] will directly organize and pay for reasonable travel expenses (airfare, ground transportation, hotel and meals) necessary for you to perform the Services. These expenses will only be provided for you and not for any guests or others that are not a party to this Agreement, and only for the period of time necessary to attend the meeting in order to perform the Services. [Insert Your Company Name] will reimburse you for minor travel expenses (e.g., taxis, mileage) that could not have been paid directly by [Insert Your Company Name]. For any such expenses, [Insert Your Company Name] will provide reimbursement upon submission of original, detailed receipts. Hotel health club, mini-bar, in-room movie charges or any entertainment-related expenses are not reimbursable.

c. Service fee and expenses will be paid to you, following our receipt of a satisfactory and complete work activity report ("WAR") in the form prescribed in schedule 3 [or schedule 2 if schedule 2 related to HCP's employer approval is not applicable] and supporting documentation from you, [and a fee note/invoice]. Please submit the WAR and all supporting documentation as soon as possible after the service has been performed.

6. If any payments or reimbursements are to be paid under this Agreement, [Insert Your Company Name] will wire the specified amount to your bank account as follows:

Account Number:  
Bank Giro Number:  
Name of Bank:  
Name of Account Holder:  
Address of Bank Account Holder:  
IBAN:  
BIC (Swift Code):  
Communication of Use:

7. If necessary for you to perform the Services, [Insert Your Company Name] will provide you with relevant reference materials or other information, which may include unpublished confidential and proprietary information. You will keep this information confidential and will not at any time, including after the termination of this Agreement, use it for any purpose other than for performing the Services.

8. You agree to prepare slides or other materials in connection with the Services and, upon our reasonable request, will provide [Insert Your Company Name] with an advance copy of these materials in order to allow [Insert Your Company Name] to ensure that the information is in line with applicable laws, rules and codes of conduct, and to ensure that the information provided in connection with [Insert Your Company Name] products, if any, is accurate and complete.

9. You represent that you have no relationship with third parties, including competitors of [Insert Your Company Name], that would present a conflict of interest with your performance of the Services for [Insert Your Company Name], or that would otherwise prevent you from performing the Services. You agree to inform [Insert Your Company Name] of any such relationship that develops during the term of this Agreement. If such a relationship arises that presents a conflict of interest or prevents the complete

performance of the Services, [Insert Your Company Name] will have the option to terminate the Agreement without further liability to you, except to pay for Services actually rendered.

10. You agree that you are an independent contractor, not an employee or agent of [Insert Your Company Name], and that you are not authorized to speak on behalf of, represent or obligate [Insert Your Company Name] in any way. You understand and agree that, unless otherwise stated herein, you are fully responsible to pay all taxes and related payments, and to ensure compliance with all tax-related laws in connection with the compensation received under this Agreement.
11. You agree to take all appropriate steps to ensure full transparency with respect to [Insert Your Company Name]'s support of you in connection with the Services, including disclosing such support in any written materials and verbal presentations.
12. [Insert Your Company Name] may terminate this Agreement with immediate effect upon written notice if you breach any of your obligations under this Agreement or fail to provide the Services at a level of performance that can be reasonably expected of an expert in this field. If [Insert Your Company Name] determines that it no longer requires the Services, it may terminate this Agreement upon 30 days written notice. This Agreement may not be altered in any way except by prior written agreement of the parties.
13. This Agreement supersedes all prior agreements and understandings between the parties regarding the subject of this Agreement.
14. This Agreement may be signed in counterparts that together constitute one and the same original Agreement. This Agreement is governed by the laws of [specify country].

Kind regards,

**[Insert Your Company Name] [legal entity designation]**

---

Duly represented by:  
Name of authorized representative

---

Signature

---

Date

**[Name of Speaker]**

---

Name

---

Signature

---

Date

## Schedule 1

Description of Services	
Name, Subject Matter and Location of Meeting	
Subject Matter of Presentation(s)	
Duration of Presentation(s)	
Other Speaker-related Activities to be Performed (e.g., Q&A, Panel Participation) and Anticipated Duration	
Compensation	
Speaker Fees	
Transportation Costs	
Accommodation Costs	
Meal Costs	
Other	

## Schedule 2

The undersigned represents that he/she is a duly authorized representative of [name of Speaker's employing institution]. By signing below, the undersigned confirms that he/she has been informed about and grants approval for [name of Speaker] to perform the speaker services at the request of [Insert Your Company Name] and to receive compensation for such services as follows:

Speaker Fees	
Transportation Costs [specify class of travel]	
Accommodation Costs	
Meal Costs	
Other	

**[Name of Employing Institution]**

\_\_\_\_\_  
Duly represented by:  
Name of authorized representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Schedule 3

<b>Work Activity Report</b> for [Entity] [Activities]	<b>Service Provider</b>	
	Name:	
	Address:	

2012 Quarter  Q1,  Q2,  Q3,  Q4

**\*Activity Types**

- |  |  |
|--|--|
| 1. Evaluation & Consultation<br>2. Time/Cost Reducing Enhancements<br>3. Promotional Materials & Publications<br>4. Preparation of Presentations | 5. Delivery of Presentations<br>6. Surgical Observers<br>7. Market Research Information<br>8. Travel |
|--|--|

Date (dd mm yy)	Activity Type*	Hours (HH:mm)	Description/Results
<b>Total</b>			(rounded to the nearest quarter)

(Please submit supporting documents.)

The undersigned certifies the above to be true and correct as of: _____ (Date)
_____ <b>Signature of Service Provider</b>

Reviewed by the Contract Manager on: _____ (Date)
_____ <b>Signature of Contract Manager</b>

Forward completed form to the Contract Manager:

Name	
Company	
Street	
ZIP / City	
E-Mail	