

Guiding Principles on Reasonable Agreements between Patient Advocates and Pharmaceutical Companies

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1. INTRODUCTION

Collaboration between pharmaceutical companies and patient advocates often requires both parties to sign contracts that define the terms and conditions of the collaboration, covering such matters as confidentiality, intellectual property, copyright, data protection, compensation and other responsibilities of one or both parties.

However, these agreements provided to patient advocates e.g. for consultancy, collaboration, advisory boards or speaking opportunities are often too long, and are difficult to understand. They contain ambiguous clauses, or terms that are in conflict with the very nature of patient advocacy. They may even put the signing patient advocate at legal risk.

The multi-stakeholder project "Reasonable agreements between patient advocates and pharmaceutical companies" aims to make legal agreements between both parties easier and more acceptable while providing adequate protection and rules for both sides. To do so, it has developed these guiding principles, which should provide the guiding baseline for the development of contracts and contract templates as well as a toolbox for patient advocates and companies.

The project is led by Myeloma Patients Europe on behalf of the Workgroup of European Cancer Patient Advocacy Networks (WECAN), in close partnership with Patient Focused Medicine Development (PFMD). It builds on an extensive consensus process of a multi-stakeholder workgroup of patient advocates and legal experts from different pharmaceutical companies, supported by independent legal experts from academia and a legal firm.

How to read this document:

- Each section covers rationale, examples and guiding principles for legal agreements between pharmaceutical companies and patient advocates
- The principles listed are a result of consensus work between patient advocates and pharmaceutical companies' representatives
- Pharmaceutical companies and patient advocates reached multi-stakeholder consensus on most, but not all items, concepts or principles. Whenever consensus could not be reached, these sections are marked accordingly.
- **For the purpose of these principles, we use the term "patient advocates" in a broader sense for patient organisation, individual patient, carer, patient advocate, patient organisation representative, patient expert** (see EUPATI guidance for full description of each concept)

2. OVERALL PRINCIPLES

- The goal in establishing these guiding principles is to reach a better balance between the parties, to guide patient advocates whenever they need to review a legal agreement and to develop legal agreements and adaptable templates that reasonably protect both parties.

These following basic considerations should be taken into account when drafting any contract between patient advocates and pharmaceutical companies:

- The overall role and purpose of patient advocates and the environment required for it to operate effectively and efficiently, while at the same time acknowledging the need to protect the interest of pharmaceutical companies and patient advocates.
- The limited capacity of most patient advocates to deal with the workload, lack of legal expertise and the potential legal consequences arising from agreements signed with pharmaceutical companies.
- The diversity of relationships between the parties, not limited to classical consultancy that are covered by these agreements, and should be reflected as such.
- The goal of these guiding principles is not only to boil down the terms of the agreements to the minimum, but also to prevent the add-on of unnecessary clauses generating unnecessary risk for one of the parties, as well as to simplify the language of the agreements.
- These guiding principles will apply to agreements between pharmaceutical companies and patient advocates.
- The specific circumstances of the contractual party representing the patient advocate side should be taken into account when formulating the terms of an agreement.

3. CONFIDENTIALITY

RATIONALE - Why do we need confidentiality clauses?

- Sensitive, non-public information of both contractual parties needs to be protected from disclosure to third parties.
- This is not only about confidentiality of corporate information, but about confidential and competitive information of both contractual partners (e.g. a policy campaign, a service, a tool).
- Any confidentiality clause needs to reasonably take into account
 - that corporate individuals might forget to earmark confidential information with a “confidential” tag, while commercially sensitive information needs to be protected in a safe environment of a collaboration
 - that the core task of patient advocates is the spreading of knowledge, the sharing of information with their constituency, and their need for transparency and accountability towards the public. Anything stopping them from providing their support, advocacy and policy work is not acceptable.

EXAMPLES of confidential information:

- Commercially sensitive information about products or services of the company, e.g. product, financial or regulatory information

- Strategic plans or processes of either contractual party
- Unpublished scientific data of either contractual party
- Planned public campaigns or policy actions
- Draft project plans or concepts of either contractual party
- Personal data, patient data

GUIDING PRINCIPLES for regulating confidential information:

- **Definition of confidential information:** "Confidential Information" includes all non-public information, written or oral, disclosed or made available to either party, directly or indirectly, by or on behalf of, one party or its affiliates through any means of communication or observation.
- **Disclosure of confidential information requires consent:** Any disclosure of confidential information to third parties requires prior written consent of the owner, which for specific third parties already can be agreed upon in the legal agreement.
- **Provide justification for requesting confidentiality:** Both parties should identify the type of information that should be confidential, the purpose of the confidentiality, the way they will exchange the confidential information, and its use.
- **Ensure labelling of confidentiality level of information:** Both parties shall make reasonable efforts to label confidential documents with the mark "confidential".
- **Define confidentiality status of unlabelled information.** In case of lack of labelling, both parties should make reasonable efforts to ensure that the disclosing party clarifies whether the information is confidential or not.
There is still a difference in positions on whether non-labelled documents should be presumed to be confidential or not: (i) Pharmaceutical companies' position is that, if no clarification is made by the disclosing party, the information should be presumed to be confidential; (ii) Patient advocates' position is that, if no clarification is made by the disclosing party, the information should be presumed to be public.
- **Public information is no longer confidential.** General public knowledge, or any confidential information that becomes general public knowledge through no breach of the recipient, or if it has been made public by other parties without any obvious evidence of a breach of confidentiality.
- **Ensure deletion of confidential information:** Once the contractual relationship is over or whenever the disclosing party requires it, the party that received confidential information must delete the information, and upon request, confirm the deletion to the other party.
- **Legal requirements and disclosure obligations may override confidentiality:** Confidentiality cannot be required where disclosure is required by law, by governmental authorities, or by applicable codes of practice (e.g. disclosure of transfer of value, or disclosure of the general fact of a contractual relationship).

1) ..which for specific third parties already can be agreed upon in the legal agreement = This means that any disclosure of confidential information to third parties requires prior written consent of the owner; this can be prospectively outlined in the legal agreement (for specific third parties).

2) **Public information is no longer confidential** = Any confidential information that becomes general public knowledge can no longer be classified as confidential.

4. INTELLECTUAL PROPERTY

RATIONALE - Why do we need intellectual property clauses?

- Intellectual property (IP) refers to the protection of creations of the mind, which have both a moral and a commercial value. IP enables people to earn recognition, added value or improved services from their ideas or from what they create.
- IP gives both the pharmaceutical company and the patient advocate the opportunity to further develop the topic independently after a collaboration, based on the ideas and concepts brought in and generated in such meetings (described as "collaborative work"), either jointly or separately, and also with competing organisations.
- IP gives the pharmaceutical company the rights to exploit all work on its commercial products and services and related activities (described ¹⁾ hereto as "consultancy work"), allowing for competitive advantage.
- 2)
 - IP gives the patient advocate the rights to exploit the results of work in initiatives and services that may arise as a result of the collaboration (described hereto as "collaborative work") or independently of the collaboration.
 - Background IP, like information, projects and work owned by each party prior to the collaboration, remains the property of that party, so that pre-existing IP is not
- 3) transferred or lost.
 - Consultancy work should be an exception in the relationships between pharmaceutical companies and patient advocates and does not interfere with other collaborative work.
- 4)
 - Generally, the content or results of a meeting are not commercially sensitive and neither do they relate to any commercial product or service. Therefore, patent or trademark clauses only need to be introduced in exceptional cases.
 - IP covers not only personal data but also third-party data, defined as data brought into the collaboration by either party or generated within the collaboration or by either party.
 - Third-party data communication can be:
 - Internal (within or between either of the parties) or
 - External (to third parties, e.g. general public, media, public bodies, or other third parties).
 - Codes and transparency rules may require the disclosure of the collaboration and the involved parties.
 - Third-party data and material brought in by any party can be used in the work results of the collaboration, while those referencing third party material cannot guarantee or sub-license re-use.

EXAMPLES of intellectual property:

- **Consultancy work:** Advice provided on company-sponsored clinical trial protocols, regulatory documents or product information about the company's products (e.g. drugs), strategic initiatives and other commercially sensitive projects.

1) Hereto = means herein

2) This means intellectual property rights may allow the patient advocate to use the work produced e.g. publication of a study

3) This collaboration should remain exceptional and cannot prevent other collaborations. In other words Consultancy work (where Pharma pays patient advocate for advice on a potentially commercial activity) between pharma and patient advocates does not prevent any other collaboration.

4) Generally this means that IP provisions are needed in exceptional cases because when patients attend a meeting, there is

- **Collaborative work:** Concepts and services jointly developed during the term of the agreement, e.g. reports, advice, workshop agendas, patient information materials or other documents.
- **Presentations, projects, concepts, documents** developed by the patient / patient organisation or the company and then presented at the collaborative meeting.
- **Third-party material:** Illustrations or slides of third parties used in a presentation in a workshop or advisory board.
- **Logos of organisations or companies.**

GUIDING PRINCIPLES for regulating intellectual property:

- **Applicable law may prescribe definition of IP terms.** Depending on the applicable law of the agreement, the IP section of an agreement may be required to describe the rights assigned (reproduction, distribution, etc.), the territory, the duration, the target of the assignment and the amount to be paid (or not).
- **IP on consultancy or collaborative work on specific company products should belong to the company:** For all consultancy work of patient advocates on commercially sensitive products or services of the pharmaceutical company, the pharmaceutical company will receive the exclusive, transferable right of use, so it can drive forward and improve the development of its products and services. The parties may discuss the use of that IP by the patient organisation under a licence, if there is a need for the patient organisation to use that IP.
- **IP resulting from collaborative work unrelated to a specific product of the company should be agreed on a case-by-case basis:** This should be based on the principles of (i) purpose of the collaboration and of the co-created material; (ii) which party has brought which resources to the collaboration; (iii) what are the outcomes and how do the parties want to use and exploit them.
- **Authorship rules apply for publications:** Whenever the outcome is a publication, authorship rules apply (usually referred to as ICMJE rules, ICMJE being the International Committee of Medical Journal Editors)
- **Background IP remains with the owner:** All information, data and work owned by each party prior to the collaboration or engagement should remain the property of that party.
- **Rights of third-party material need to be clear and cannot be transferred:** Third-party material can be used in the collaboration if the third party's terms allow this. It is the responsibility of the party bringing the third party's material to the collaboration to ensure that it has the proper rights to do so. No rights on any third-party material can be transferred to the other party within the agreement. Third-party material used in the meeting cannot be freely used.
- **Use of logos requires written consent:** Prior written consent it is needed by both parties to use the respective logos. Each party should indicate how their logo should be used according the guidelines provided by each organisation or company.

5. RECORDINGS OF MEETINGS

RATIONALE - Why do we need clauses about recordings?

- Recordings of a meeting and individual participants might be made for the purpose of compiling minutes or a report of the meeting for internal or external use.

EXAMPLES

- Minutes, documents, quotes, photos or audio-visual recordings relating to joint meetings, as well as summary of meeting outcomes and concepts. Presentations held by participants of the meeting

GUIDING PRINCIPLES

- **Agree about use of recordings prior to meeting:** Before the start of the meeting, the parties should agree about the use of recordings, the minutes and/or the meeting report.
- **Without agreement, internal use of recordings only is a given. Any external use requires prior consent:** Unless agreed otherwise, distribution and use of presentations and recordings is allowed by both parties for internal purposes. External use of these presentations and recordings requires prior consent to protect both intellectual property and public credibility (see intellectual property section).

6. DATA PROTECTION AND USE OF PERSONAL DATA

RATIONALE - Why do we need data protection clauses?

- Personal data of patients or patient advocates needs to be protected in order to avoid any misuse of the information.
- Data protection controls how personal information is used by the company and the patient organisation and controls its use to safeguard information about individuals and their privacy.
- Data protection protects patients from having their medical condition disclosed to the public, which may not be in the public domain outside of closed-door meetings.
- Data protection protects the credibility of a patient advocate in a public context, given his/her, interaction with pharmaceutical companies is under close public scrutiny¹.
- Data protection ensures all external data, e.g. data relating to individuals raised in surveys, in meetings or in clinical trials, are used for limited, specifically stated purposes, and in a way that is adequate, relevant and not excessive.

¹ Non-governmental organisations have the responsibility to demonstrate to the public that their operations are consistent with their values. Interaction between patient groups and the pharmaceutical industry is always under public scrutiny and patient groups should ensure that a patient representative's personal data or other information (logo, quotes, videos, recording...) will be protected independently of the relation they may have with the pharmaceutical industry.

- Data protection ensures data are kept for no longer than is absolutely necessary.

EXAMPLES of personal data and use of data

- Personal data means any information relating to an identifiable person, including patients, patient advocates or any other person involved (name, age, position, address, affiliation with organisations, medical condition, or other personal details)
- Third parties' data means any data acquired from a source other than the parties signing the agreement. It can be confidential or public data.
- This data could be used in different contexts:
 - Names or quotes used for internal reporting purposes of the collaborative partners: recordings of the meeting, meeting notes, minutes
 - Names or quotes of individuals in their patient or patient advocacy role disclosed in internal or external reports, on websites, campaigns, social media channels, or any other communication means other than reporting from the meeting
 - Publications on online or offline media in the form of text, audio or video
 - Data of patients in surveys or clinical trials e.g. about patient preferences, quality of life or any other clinical topic
 - Textual information, video, audio, photography, podcast, website or any other means
 - Companies' or organisations' names
 - Names of involved persons

GUIDING PRINCIPLES for regulating data protection

- **Personal data is confidential by default:** Personal data of individuals representing either party will be kept confidential. This data may only be used by the other party if required by law or with prior written consent by the individual in question.
- **Agree on good reasons for data disclosure:** In case that the disclosure of personal data was required to deliver on the defined objectives, there must be a separate clause in the contract, clearly stating which data needs to be released and what the purpose of the disclosure is.
- **Allow sharing of data with affiliates and involved service providers:** The contracts should allow the company to share or transfer personal data to its affiliates. Contracts should also cover that any such transfer is allowed in and to countries outside the EEA (European Economic Area) under an appropriate protection standard rules like EU US Privacy Shield Framework.
- **Respect right to withdraw consent:** The owner of the data is entitled to object, access or request correction or deletion, of his or her personal data anytime. Even if prior consent was given, once the information has been made public, its owner will have the right to have it deleted and the data source should be removed **as per** applicable laws and regulations.
- **Data protection rules should comply with applicable privacy laws:** This relates to the collection, use, disclosure and storage of personal information.

1) *as per* = in accordance with, or according to

- **Ensure data protection also in countries with lower privacy standards:** If personal data is used in a country with low standards of protection, the company must ensure that an adequate level of protection is applied for the rights of the data subject in relation to the processing of personal data.

7. INDEMNIFICATION, REMEDIES AND CONFLICT RESOLUTION

RATIONALE - Why do we need indemnification and jurisdiction clauses?

- Indemnification clauses seek to define financial responsibility for specific types of damages, claims or losses. They aim to ensure that liability of both parties will apply
- Any remedies or liability clauses should take into account that their execution in a dispute would certainly bring a patient advocate into bankruptcy
- It is also very unlikely that any pharmaceutical company will ever make use of such an indemnification or liability clause or would achieve a realistic remedy
- Patient advocates usually don't have sufficient financial and human resources as well as capabilities to have an international liability insurance for activities covered in such a collaboration agreement. In addition, the volume of a collaboration would be disproportionate to the costs and administrative burden of a liability insurance
- Legal claims between patient advocates and pharmaceutical companies are extremely unlikely to happen. To ensure a fair procedure, the applicable law and jurisdiction should be the one at the defendant's domicile. In any case, the signed legal agreement should require the parties to Alternative Resolution Clauses (e.g. mediation) before initiating legal action.

EXAMPLES of indemnification and remedies

- Misconduct or violation of any clause, which can include disclosure of confidential information, failure to deliver on the contract, a misuse of the information received, or any other kind of conduct that is considered as a major breach of contract
- In practice such situations are rare, but in extreme cases they may arise. However, no case is yet known where liability cases were ever filed by a pharmaceutical company against a patient organisation on the basis of a collaboration agreement between such parties.

GUIDING PRINCIPLES

- **Limit liability to a reasonable level.** A liability and indemnification clause for the patient expert or patient organisation, if required at all, should only cover extreme cases of gross misconduct and should be proportionate to the nature of the collaboration. In case an indemnification clause was requested by either party, it should be limited to a maximum of twice the financial volume of the agreement, with the exception of physical injuries.

In practice, pharmaceutical companies will not usually ask the patients to pay for faults or damages occurred during the contracted work.

- **Do not require liability insurance:** Liability insurance by patient advocates should not be required in such a collaboration agreement. If liability insurance is required, it is suggested to check whether liability insurance of the patient advocate could be covered by the company.
- **Define terms for mediation:** A mediation clause should be added in case a dispute arises out of - or relates to - the agreement. This clause should come into force if the dispute is not settled amicably through negotiation or via another neutral third party, and shall commit the parties to try in good faith to settle the dispute by mediation.
- **Applicable law of defendant should apply:** In case no amicable or mediated solution is possible, in order to discourage it and protect the defendant, the jurisdiction and applicable law chosen should be the one of the defendant's domicile.

8. FINANCIAL COMPENSATION AND REIMBURSEMENT OF EXPENSES

RATIONALE - Why do we need financial compensation and travel reimbursement clauses?

- Patient advocates deserve a reasonable financial compensation for their time and contribution when acting in advisory roles, consultancy, speaking roles or other collaborative work with third-party organisations or institutions.
- In most legal agreements, a financial compensation is offered in exchange for contributing with time, ideas or other means by patient advocates.
- The financial contribution is based on a company and expertise-related "fair market value" and subject to local laws and regulations. This should take into account individual expertise, training and education, total amount of time invested, complexity of tasks, country of origin, and other contributing factors.
- Some countries may have established guiding principles and regulations that govern the financial compensation paid to patient advocates.

EXAMPLES of compensation and travel reimbursements

- Contribution to a meeting, conference, advisory board or committee organised by the company itself or by a third party.
- Reviewing materials, leaflets, protocols, guides, recordings, concepts, etc. and providing feedback on those.
- Consultancy work on products or services of the company.
- Develop materials together with pharmaceutical companies e.g. patient information.

GUIDING PRINCIPLES for regulating compensation and travel reimbursements

- **Compensate according to fair market value:** Honorarium or financial compensation for services should be reasonable and it should represent the fair market value, taking into account individual expertise and training, total amount of time invested, complexity of tasks, country of origin, and other contributing factors, similar to compensation of

other highly trained professionals or consultants. A proposal on a methodology should be discussed between patient advocates and pharmaceutical companies.

- **Reflect total time invested:** Any honorarium should cover time of physical presence and real preparatory work done to carry out the service (e.g. pre-read material, pre-meeting surveys). It may also cover part of travel time.
- **Respect the right to refuse compensation:** Patient advocates shall have the choice to refuse compensation overall.
- **Provide choice of contractual partner wherever possible:** If allowed by local regulation, the patient advocate should have the choice whether the contracting party receiving the honorarium is the patient organisation or the individual. Other options such as donations to an independent third party or grants may be discussed on a case by case basis.
- **Reasonable travel expenses should be covered:** Travel reimbursement should cover inbound and outbound flight and/or train cost, accommodation, transfer to and from the meeting venue. The agreement must fix the terms of the payment. Travel planning, conditions and reimbursement should take into account the specific needs, physical or mental, of the patient's condition, including adequate number of hotel nights before and after the meeting. In case an individual patient has a justified medical need to be accompanied by other persons, travel costs of accompanying person should be paid by the pharmaceutical company.
- **Long-distance flights justify higher flight class:** For health reasons, flights lasting more than six hours should not be required to be in economy class. WHO or the EU institutions' travel policies should be taken as a reference.
- **Reasonable three-way travel costs on duty should be covered:** Sometimes patient advocates' work requires having two subsequent meetings with different pharmaceutical companies or organisations at different locations, all within the patient advocacy duties. A patient advocate should not be required to travel from or to their home city in these cases. Three-way trips on duty should be permitted and also reimbursed by pharmaceutical companies, based on proof of reason for "travel on advocacy duty to all locations". The additional costs of the three-way travel should be reasonable in relation to the cost of travel to the company meeting from the home city. Generally, these trips should be paid by the pharmaceutical company to which the patient is travelling. Alternatively, the costs can be shared whenever this is possible with the organisation where the other meeting was held.
- **Multi-day stopover on advocacy duty should be permitted:** If the patient advocate justifies the need to stay on advocacy duty for more than 24 hours after the meeting ends (e.g. the meeting will be held the first day of an important four-day congress), the company should cover the return flight even though it is more than 24 hours after the end of the meeting.
- **Pay within 30 days:** The parties should strive to agree on settlement of a payment within 30 days after the date of the invoice. The same should apply to reimbursements of costs.

9. ADVERSE EVENT REPORTING

RATIONALE - Do we really need adverse event reporting clauses?

- Regulatory provisions require pharmaceutical companies and their employees and contractors to report any adverse events ("AE") and serious adverse events ("SAE") through their pharmacovigilance department to regulatory authorities as soon as they become aware. Employees of pharmaceutical companies and contractors usually receive training on how to report AE/SAE.
- Legal agreements from pharmaceutical companies often require consultants to notify the company in writing of any adverse event occurring relating to the company's products as soon as possible within one business day after becoming aware.
- However, in practice, given the nature of an independent advisory-, speaker- or consultancy role and due to the organisational structure of patient organisations, these obligations are impossible for patient advocates to fulfil, given they are supporting patients on a day to day basis outside of this collaboration, but they are neither set up, nor trained, nor required to fulfil pharmacovigilance requirements.

EXAMPLES of adverse event reporting

- "The Consultant will inform the company within twenty-four (24) hours of becoming aware of any adverse event".
- "The Consultant will cooperate with the company to enable the company to comply with applicable laws and regulations."

GUIDING PRINCIPLES for regulating adverse event reporting

- **The company remains responsible for adverse event reporting:** Should any SE/SAE be uncovered in the collaborative work, it is up to the company to follow applicable laws and regulations to report those SE/SAE to the respective bodies.
- **An agreement between pharmaceutical companies and patient advocates should not require the latter to do adverse event reporting, or it should be limited strictly to the adverse events detected within the collaborative work:** Clauses requiring patient advocates to report SE/SAE should generally be avoided. If applicable at all, reporting should be restricted only to SE/SAE detected within the collaborative work covered by the agreement. Then, the contract should provide a detailed explanation of why and how this reporting should realistically be done. The clause should also specify the period of time in which this obligation is required.

10. INDEPENDENCE AND CONFLICT OF INTEREST

RATIONALE – Why do we need independence and conflict of interest clauses?

- Patient advocates promote the interest of their constituencies, usually patients and carers, and the broader patient community.

other highly trained professionals or consultants. A proposal on a methodology should be discussed between patient advocates and pharmaceutical companies.

- **Reflect total time invested:** Any honorarium should cover time of physical presence and real preparatory work done to carry out the service (e.g. pre-read material, pre-meeting surveys). It may also cover part of travel time.
- **Respect the right to refuse compensation:** Patient advocates shall have the choice to refuse compensation overall.
- **Provide choice of contractual partner wherever possible:** If allowed by local regulation, the patient advocate should have the choice whether the contracting party receiving the honorarium is the patient organisation or the individual. Other options such as donations to an independent third party or grants may be discussed on a case by case basis.
- **Reasonable travel expenses should be covered:** Travel reimbursement should cover inbound and outbound flight and/or train cost, accommodation, transfer to and from the meeting venue. The agreement must fix the terms of the payment. Travel planning, conditions and reimbursement should take into account the specific needs, physical or mental, of the patient's condition, including adequate number of hotel nights before and after the meeting. In case an individual patient has a justified medical need to be accompanied by other persons, travel costs of accompanying person should be paid by the pharmaceutical company.
- **Long-distance flights justify higher flight class:** For health reasons, flights lasting more than six hours should not be required to be in economy class. WHO or the EU institutions' travel policies should be taken as a reference.
- **Reasonable three-way travel costs on duty should be covered:** Sometimes patient advocates' work requires having two subsequent meetings with different pharmaceutical companies or organisations at different locations, all within the patient advocacy duties. A patient advocate should not be required to travel from or to their home city in these cases. Three-way trips on duty should be permitted and also reimbursed by pharmaceutical companies, based on proof of reason for "travel on advocacy duty to all locations". The additional costs of the three-way travel should be reasonable in relation to the cost of travel to the company meeting from the home city. Generally, these trips should be paid by the pharmaceutical company to which the patient is travelling. Alternatively, the costs can be shared whenever this is possible with the organisation where the other meeting was held.
- **Multi-day stopover on advocacy duty should be permitted:** If the patient advocate justifies the need to stay on advocacy duty for more than 24 hours after the meeting ends (e.g. the meeting will be held the first day of an important four-day congress), the company should cover the return flight even though it is more than 24 hours after the end of the meeting.
- **Pay within 30 days:** The parties should strive to agree on settlement of a payment within 30 days after the date of the invoice. The same should apply to reimbursements of costs.

- **Background Intellectual Property:** Intellectual property that is under control of either party and existed prior to a contractual agreement, or is being developed independently of the activities of this agreement.
- **Collaborative work:** It implies two or more people working together on a project, who pursue research or other common objectives. It specifies the intent of the parties to share data, research materials and facilities, and to publish the results of the project.
- **Consultancy work:** Work done by a consultancy or consultant appointed by pharmaceutical companies to provide professional advice and support, and may also be contracted to produce documents, or other deliverables. In exchange for the work a fee may be paid.
- **Confidential information:** Sensitive, non-public information of a contractual partner, written or oral, that needs to be protected from being made available to third parties through any means of communication or observation. Confidential information may include, but is not limited to, personal data, other data, know-how, processes, documents, designs, photographs, plans, graphs, drawings, specifications, software and associated information, source or object codes, algorithms, financial models, business plans and marketing plans, reports, customer lists, pricing information, results, inventions, ideas and other knowledge
- **Intellectual property rights:** rights e.g. on patents, trademarks, inventions, copyrights, data, software, designs, concepts, trade secrets, know-how and all other such rights, whether registered or unregistered and in any jurisdiction.
- **Patient advocate:** patient organisation, individual patient, carer, patient advocate, patient organisation representative, patient expert (see EUPATI guidance for full description of each concept)
- **The parties:** the pharmaceutical company and patient advocate
- **Third party data:** Data acquired from a source other than the parties of the agreement and their affiliates.

12. PARTNERS AND AUTHORING PROCESS

In order to develop these guiding principles, two workgroups were established:

The Drafting Workgroup, represented by legal experts from MPE, WECAN, PFMD and pharmaceutical companies, was consulted in developing guiding principles, helped providing examples of problematic or reasonable clauses from pre-existing contracts, and provided

insights on legal requirements, areas of compromise and areas of no consensus. Members were:

- Ananda Plate (MPE) – Advocate, lawyer, internal/external representation of the project, co-author and reviewer
- Andrea Herrmann (Takeda) – Pharmaceutical company representative
- Ana Vallejo (MPE) – Advocate and project manager
- Charlotte Roffiaen – Advocate and lawyer
- Imma Barral (University of Barcelona), external legal expert and reviewer
- Gordon Oliver (IBTA) – Advocate, lawyer and reviewer
- Gregor von Arx (Novartis) – Pharmaceutical company representative
- Jan Geissler (CML Advocates Network) – Advocate, co-author and reviewer
- Kathy Oliver (IBTA) – Advocate and reviewer
- Nicholas Brooke (PFMD) – Multi-stakeholder input and reviewer
- Šarunas Narbutas (POLA) – Advocate and lawyer, co-author and reviewer
- Virginie Vassart (Merck MSD) – Pharmaceutical company representative

The Multi-Stakeholder Alignment Workgroup, composed of representatives of pharmaceutical companies involved in this project as well as patient advocates from WECAN, provided input into the drafting process and acted as reviewers in multiple review cycles throughout 2017-2018.

Legal experts from the following companies were involved: AMGEN, Bayer, Bristol-Myers Squibb, Celgene, Janssen, Merck MSD, Novartis, Novo Nordisk, Pfizer, Roche, Servier, Takeda.

In addition to the aforementioned patient advocates from the drafting workgroup, the following persons were involved in the multi-stakeholder workgroup: Guy Bouguet (Lymphoma Coalition Europe), Marc Boutin (National Health Council)