

Consulting Agreement Review Checklist

	Yes	No
A. Agreement		
1) Is the arrangement set out in writing?	✔	
2) Has the agreement been executed prior to review?		✔
3) Does the agreement specify the term of the agreement?	✔	
B. Description of Services		
1) Does the agreement include a detailed description of the services the consultant will be expected to provide?	✔	
2) Does the agreement identify the frequency of events and length of each event?	✔	
3) Does the description of services support bona fide education and product development efforts?	✔	
4) Are services intended to primarily support the company's marketing or sales initiatives (e.g. training a group of the Company's sales force)?	✔	
5) Does agreement provide written documentation to demonstrate the clear educational discussion and product advancement objectives of Advisory Board events?	✔	
C. Compensation		
1) Does agreement define a "pay for service" compensation model where consultant receives reasonable, fair market value compensation for actual consulting services provided?	✔	
2) Does compensation model propose compensation for time otherwise reimbursable through the delivery of patient care services? (e.g. Does consultant involved in preceptorship activities receive consulting compensation for actual time spent in surgery, time spent in pre-op and post-op patient evaluations?)		✔
3) Does agreement define an annual cap on compensation?	✔	
4) If compensation for travel time is included, does the agreement include a clear, defensible calculation model?	✔	
5) Is travel time compensation reasonable as compared to compensation for actual time spent providing consulting services?	✔	
6) Is travel time compensation calculated based on distance traveled or time spent in travel?	✔	
D. Reimbursement Policy		
1) Does agreement reimburse actual, documented expenses that the consultant incurs during the function of providing consulting services?	✔	
2) Does agreement reimburse expenses on a flat fee model?		✔
E. Other Considerations		
1) Are services requested relevant to the consultant's expertise and qualifications?	✔	
2) Is there an identified need for the consultant's services?	✔	
3) Is the amount of time required to provide consulting services appropriate? Does the consultant have time to provide the services as described in the agreement?	✔	
4) Is any recreation or entertainment provided in conjunction with the event?		✔
F. Legal Considerations (If any of the following are included in the agreement, consider including Legal in the review)		
1) Requirement for Institutional signature and 3 party agreements (Sponsor, Physician, Institution)		
2) Compensation model based on non-conventional modes (e.g. retainer, stock options, royalties, etc.).		
3) Services requiring "observation" of clinical care in an Institutional facility		
4) Videotaping or other multimedia activities involving Institutional employees, property, etc.		
5) Events being held on Institutional property		
6) Services which may be considered "direct-to-consumer marketing"		