**Accelerated Clinical Trial- Agreement -**

***[Coordinating Center with CRO]***

This Accelerated Clinical Trial Agreement – Coordinating Center (“Agreement”) is made as of this {DAY} day of {MONTH}, {YEAR} (the “Effective Date”) by and between {INSTITUTION NAME} acting as the coordinating center for the purposes of the study identified below (“Coordinating Center”) a {IDENTIFY INSTITUTION TYPE; e.g., NON-PROFIT, EDUCATIONAL FACILITY} Institution, with an address at {INSTITUTION ADDRESS} and {COMPANY NAME}, a corporation having its principal place of business at {COMPANY ADDRESS} (“CRO”). CRO and Coordinating Center are herein referred to collectively as “Parties” and individually as a “Party.”

**WHEREAS,** CRO has been engaged by {SPONSOR NAME} (the “Sponsor”) to arrange and administer a multi-center clinical trial funded by Sponsor to determine the safety and efficacy of Sponsor’s product;

**WHEREAS**, Coordinating Center, Sponsor and CRO have agreed to use the Agreement, to accelerate the process of translating laboratory discoveries into treatments for patients, to engage communities in clinical research efforts, and to train a new generation of clinical and translational researchers;

**WHEREAS**, Sponsor is a for-profit organization that intends to conduct a sponsored multicenter clinical trial, described in 1.1 below, involving the use of certain diagnostic(s), drug(s), device(s), or biologic(s) provided by Sponsor;

**WHEREAS**, the Study contemplated by this Agreement is of mutual interest and benefit to Coordinating Center, Study Sites, defined in Section 1.1, Sponsor and CRO, and will further the research objectives in a manner consistent with its mission(s); and

**WHEREAS,** the Parties recognize that the Coordinating Center may also serve as a Study Site.

**NOW, THEREFORE**, in consideration for the mutual promises made in this Agreement and for valid consideration, the Parties agree as follows:

**1. Scope of Agreement**

1.1. Institutions participating in the conduct of the Study are collectively referred to herein as “Study Site(s).” Unless Coordinating Center is authorized to negotiate and enter into research agreements on behalf of a Study Site binding that Study Site to the terms of this Agreement, Coordinating Center shall subcontract the applicable terms of this Agreement to the participating Study Sites.

1.2. Coordinating Center and Study Sites will undertake a sponsored multicenter clinical trial (“Study”) described in the protocol entitled, “{PROTOCOL TITLE}” which is attached hereto and incorporated herein as **Exhibit A** (“Protocol”).

1.3. In the event of any conflict between the terms and conditions of this Agreement and the Protocol or between this Agreement and any of its Exhibits, the terms and conditions of the Protocol shall control with respect to matters of the clinical conduct of the Study, and the terms of this Agreement shall control with respect to all other matters.

1.4. Unless otherwise agreed to by the Parties, Sponsor and/or CRO will provide to Study Sites on a timely basis, without charge, the required quantities of properly-labeled Sponsor drug(s) or biologic(s) (“Study Drug”) and/or device(s) (“Study Device”) and other materials (e.g., Investigator’s Brochure, handling and storage instructions, and, if applicable, placebo) necessary for Study Sites to conduct the Study in accordance with the Protocol. Unless stated otherwise in writing by Sponsor, all such items are and will remain the sole property of Sponsor until administered or dispensed to Study subjects during the course of the Study. Study Sites shall receive, store and handle the Study Drug or Study Device in compliance with all applicable laws and regulations, the Protocol, and CRO’s or Sponsor’s instructions.

1.5. CRO, Coordinating Center and Study Sites shall comply with and conduct all aspects of the Study in compliance with all applicable federal, state, and local laws and regulations, including generally accepted standards of good clinical practice as adopted by current FDA regulations and statutes and regulations of the U.S. Government relating to exportation of technical data, computer software, laboratory prototypes, and other commodities as applicable to their respective organizations. Coordinating Center and Study Sites will only allow individuals who are appropriately trained and qualified to assist in the conduct of the Study.

1.6. Study Sites shall obtain IRB approval for this Study and proof thereof shall be provided to CRO. Initiation of the Protocol shall not begin until IRB approval is obtained by that Study Site. Study Sites shall obtain from each subject, prior to the subject's participation in the Study, a signed informed consent and necessary authorization to disclose health information to CRO and/or Sponsor in a form approved in writing by the IRB or a waiver of consent as directed by the IRB and further provided that the informed consent is consistent with the Study Site's policies. Study Sites will use reasonable efforts to only recruit subjects in accordance with the Protocol.

1.7. Study Sites shall promptly inform Sponsor of any urgent safety measures as instructed in the Protocol or breaches of the Protocol of which Study Site become(s) aware.

1.8. Study Sites acknowledge CRO’s right to assign or transfer, in whole or in part, with notice to Study Sites, any of its rights or obligations under this Agreement to the Sponsor or Sponsor’s designate.

**2. Payments**

Sponsor will provide financial support for the Study and will provide such funds to CRO who will pay Coordinating Center in accordance with the budget attached as **Exhibit B** (“Budget”) on a prorated basis, according to the actual work completed and any non-cancelable obligated expenses, for coordination and/or performance of the Study. The Parties acknowledge that the Budget amounts represent an equitable exchange for the conduct of the Study in light of the professional time and expenses required for the coordination and/or performance of the Study.

In addition to other necessary routing information detailed in **Exhibit B**, each payment shall clearly reference the: Study Protocol Number and PI name.

For administrative convenience, various Study contact information may be attached hereto and incorporated by reference as **Exhibit C**, entitled, “Administrative & Study Points of Contact**.”**

 The Study Scope of Work Checklist, if applicable, attached hereto as **Exhibit D**, outlines the responsibilities

 of the Parties and is made a part of this Agreement and incorporated herein by reference.

The Coordinating Center’s tax identification number is: - .

**3. Confidentiality**

3.1. It is anticipated that in the performance of this Agreement, Sponsor and/or CRO on behalf of Sponsor may need to disclose to Coordinating Center and Study Sites information which is considered confidential. The rights and obligations of the Parties with respect to such information are as follows:

“Confidential Information” refers to information of any kind which is disclosed to the Coordinating Center and/or Study Sites by Sponsor and/or CRO on behalf of Sponsor for purposes of conducting the Study or Data (as defined below in Section 4) which:

a) by appropriate marking, is identified as confidential and proprietary at the time of disclosure; or

b) if disclosed orally, is identified in a marked writing within thirty (30) days as being confidential.

Sponsor and/or CRO on behalf of Sponsor will make reasonable efforts to mark Confidential Information as stated in (a) and (b) above. However, to the extent such marking is not practicable, then in the absence of written markings, information disclosed (written or verbal) that a reasonable person familiar with the Study would consider it to be confidential or proprietary from the context or circumstances of disclosure shall be deemed as such.

 Notwithstanding the foregoing, Data and results generated in the course of conducting the Study are not

 Confidential Information for publishing purposes in accordance with Section 9 of this Agreement.

 Coordinating Center agrees, and shall ensure the Study Sites agree, for a period of five (5) years following

 the termination or expiration of this Agreement, to use reasonable efforts, no less than the protection given

 their own confidential information, to use Confidential Information received from Sponsor and/or CRO on behalf of Sponsor in accordance with this Section.

Coordinating Center agrees, and shall ensure the Study Sites agree, to use Sponsor’s Confidential Information solely as allowed by this Agreement and for the purposes of conducting the Study. Coordinating Center agrees, and shall ensure the Study Sites agree, to make Sponsor’s Confidential Information available only to those of its, or its affiliated hospitals’ employees, personnel, IRB members, agents, consultants, and vendors, and approved subcontractors, as applicable, who require access to it in the performance of this Study, and are subject to similar terms of confidentiality.

3.2. The obligation of nondisclosure does not apply with respect to any of the Confidential Information that:

1. is or becomes public knowledge through no breach of this Agreement by Coordinating Center or a

Study Site;

b) is disclosed to Coordinating Center or a Study Site by a third party entitled to disclose such information without known obligation of confidentiality;

c) is already known or is independently developed by Coordinating Center or a Study Site without use

 of Sponsor’s Confidential Information as shown by Coordinating Center’s or Study Site’s

 contemporaneous written records;

d) is necessary to obtain IRB approval of Study or required to be included in the written information summary provided to Study subject(s) and/or informed consent form;

e) is released with the prior written consent of the Sponsor; or

f) is required to support the medical care of a Study Subject.

3.3. Coordinating Center and Study Sites may disclose Confidential Information to the extent that it is required to be produced pursuant to a requirement of applicable law, IRB, government agency, an order of a court of competent jurisdiction, or a facially valid administrative, Congressional, or other subpoena, provided that the disclosing party, subject to the requirement, order, or subpoena, promptly notifies Sponsor. To the extent allowed under applicable law, Sponsor may seek to limit the scope of such disclosure and/or seek to obtain a protective order. The disclosing Party will disclose only the minimum amount of Confidential Information necessary to comply with law or court order as advised by its legal counsel.

 3.4. No license or other right is created or granted hereby, except the specific right to conduct the

 Study as set forth by Protocol and under terms of this Agreement, nor shall any license or other right with

 respect to the subject matter hereof be created or granted except by the prior written agreement of the

 Parties duly signed by their authorized representatives.

3.5. Upon Sponsor's and/or CRO’s written request, Coordinating Center agrees, and shall ensure the Study Sites agree, to return all Confidential Information supplied to it by Sponsor and/or CRO on behalf of Sponsor at Sponsor’s expense pursuant to this Agreement except that Coordinating Center and Study Sites may each retain such Confidential Information in a secure location for purposes of identifying and satisfying its obligations and exercising its rights under this Agreement.

3.6 Coordinating Center and Study Sites may disclose the existence of this Agreement and any additional information necessary to ensure compliance with applicable Federal, State and Institutional policies, regulations, and laws.

**4. Data Use/Ownership**

“Data” shall mean all data and information generated by the Study Sites as a result of conducting the Study in accordance with the IRB approved Protocol and all deliverables identified in the Coordinating Center’s Scope of Work Checklist attached hereto. Data does not include original Study subject or patient medical records, research notebooks, source documents, or other routine internal documents kept in the ordinary course of business operations, which shall remain the sole and exclusive property of the Coordinating Center, Study Site or medical provider. Sponsor shall own and have the right to use the Data in accordance with the signed informed consent and authorization form, applicable laws, and the terms of this Agreement. Notwithstanding any licenses or other rights granted to Sponsor herein, but in accordance with the confidentiality and publication sections herein, Coordinating Center and Study Sites shall retain the right to use the Data and results generated at its institution for its publication, IRB, regulatory, legal, clinical, educational, and internal research purposes.

**5. HIPAA/HIPAA Privacy**

5.1. Coordinating Center agrees, and shall ensure the Study Sites agree, to comply with applicable laws and regulations, as amended from time to time, including without limitation, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA) with respect to the collection, use, storage, and disclosure of Protected Health Information (PHI) as defined in HIPAA. CRO and Sponsor through its agreement with CRO, shall collect, use, store, access, and disclose PHI collected from Study subjects only as permitted by the IRB approved informed consent form or HIPAA authorization form obtained from a Study subject. Sponsor will collect, use, store, and disclose any Subject Material, defined in Section 15, it receives only in accordance with the informed consent form and, in any event, will not collect, use, store, or disclose any PHI attached to or contained within the Subject Material in any manner that would violate this Section of the Agreement.

Coordinating Center acknowledges, and shall ensure the Study Sites acknowledge, that, pursuant to Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA"), Sponsor has an obligation to submit certain reports to the Centers for Medicare & Medicaid Services with respect to Medicare beneficiaries who participate in the Study and experience a research injury for which diagnosis or treatment costs are incurred. Sponsor and CRO recognize that Coordinating Center, Study Sites, Sponsor and CRO are subject to laws and regulations protecting the confidentiality of research subject information. Accordingly: (1) Coordinating Center agrees, and shall ensure the Study Sites agree, upon prior written request to provide to Sponsor, or CRO as designated by Sponsor, certain identifiable patient information required by MMSEA for Study subjects who are Medicare beneficiaries and incur medical costs in association with a research injury and whose costs are reimbursed by Sponsor pursuant to this Agreement; and (2) Coordinating Center further agrees, and shall ensure the Study Sites further agree, to otherwise cooperate with Sponsor (and CRO as designated by Sponsor) to the extent necessary for Sponsor to meet its MMSEA reporting obligations.

5.2. CRO’s ability to review the Study subjects’ Study-related information contained in the Study subject’s medical record shall be subject to reasonable safeguards for the protection of Study subject confidentiality and the Study subjects’ informed consent form or HIPAA authorization form.

5.3. Neither CRO, nor Sponsor through its agreement with CRO, shall attempt to identify, or contact, any Study subject unless permitted by the informed consent form.

**6. Record Retention**

As applicable by law and **Exhibit D**, Coordinating Center agrees, and shall ensure the Study Sites agree, to retain and preserve a copy of the Study records for the longer of:

a) two (2) years after a marketing authorization for Study Drug, or Study Device has been approved for the indication for which it was investigated or Sponsor has discontinued research on the Study Drug or Study Device;

b) such longer period as required by federal regulatory requirements; or c) as requested by Sponsor at Sponsor’s reasonable storage expense.

**7. Monitoring and Auditing**

7.1. Site visits by Sponsor, CRO and/or another authorized designee (e.g., Study monitor) will be scheduled in advance for times mutually acceptable to the Parties during normal business hours. Sponsor’s, CRO’s and/or authorized designee’s access is subject to reasonable safeguards to ensure confidentiality of medical records and systems.

7.2. Upon becoming aware of an audit or investigation by a regulatory agency with jurisdiction over the Study, Coordinating Center agrees, and shall ensure the Study Sites agree, to provide Sponsor with prompt notice of the auditor investigation. If legally permissible or allowable by the regulatory agency and permissible in accordance with the Coordinating Center’s or the applicable Study Site’s policy, Sponsor may be available or request to be present with approval from auditor during such audit, but Sponsor agrees not to alter or interfere with any documentation or practice of Coordinating Center or the Study Site. Coordinating Center or the Study Site shall be free to respond to any regulatory agency inquiries and will provide Sponsor with a copy of any formal response or documentation to the regulatory agency regarding the Study.

**8. Inventions, Discoveries and Patents**

8.1. It is recognized and understood that certain existing inventions and technologies, and those arising outside of the research conducted under this Agreement, are the separate property of Sponsor, Coordinating Center or the Study Site and are not affected by this Agreement. No claims to or rights in such separate inventions and technologies shall transfer by operation of this Agreement.

8.2. Any new patentable inventions, developments, or discoveries made during and in the performance

of the Study (“Inventions”) shall be promptly disclosed to Sponsor. Title to Inventions that necessarily use or necessarily incorporate Sponsor’s Study Drug and/or Study Device shall reside with Sponsor (“Sponsor Inventions”). Coordinating Center shall, and shall ensure the Study Sites agree to, assign all Sponsor Inventions to Sponsor in writing. Title to Inventions other than Sponsor Inventions (“Other Inventions”) shall reside with the Coordinating Center and/or Study Site whose personnel are the sole inventors, and shall be held jointly if Coordinating Center and/or Study Site and Sponsor personnel are inventors. The Coordinating Center’s and Study Sites’ obligations under Sections 8.2 and 8.3 shall be performed by each institution’s appropriate office with technology transfer responsibilities, if required by and in accordance with its respective policies.

8.3. To the extent that Coordinating Center and/or a Study Site owns sole or joint title in any such Other Inventions, Coordinating Center grants, and shall ensure Study Site agrees to grant, Sponsor, without option fee other than consideration of the Study sponsored herein and the reimbursement to Coordinating Center and/or that Study Site for patent expenses incurred prior to or during the option period, an option to acquire an exclusive, worldwide, royalty-bearing license to the applicable party's rights to any Other Invention, which option shall extend for no more than ninety (90) days after Sponsor’s receipt of an Invention disclosure from Coordinating Center and/or the Study Site (“Option Period”). The Sponsor and Coordinating Center shall, and Coordinating Center shall ensure the Study Sites agree to, use their reasonable efforts to negotiate, for a period not to exceed ninety (90) days after Sponsor’s exercise of such option, a license agreement satisfactory to Sponsor, Coordinating Center and/or Study Site (“Negotiation Period”). In the event Sponsor fails to exercise its option within the Option Period, or the applicable Coordinating Center and/or Study Site fail to reach agreement on the terms of such license within the Negotiation Period, Coordinating Center and/or the Study Site shall have no further obligation to Sponsor under this Agreement with regard to the specific Other Invention.

8.4. Coordinating Center and Study Sites shall each retain a royalty-free, irrevocable license to use for its own internal noncommercial research, educational and patient care purposes, all Sponsor Inventions or Other Inventions licensed or assigned to Sponsor hereunder.

8.5. Nothing contained in this Agreement shall be deemed to grant either directly by implication, estoppel, or otherwise any license under any patents, patent applications, or other proprietary interest to any other inventions, discovery or improvement of Sponsor, Coordinating Center or Study Sites.

8.6. The Parties agree that the provisions of this Agreement are intended to be interpreted and implemented so as to comply with all applicable federal laws, rules, and regulations, including without limitation the requirements of Rev. Proc. 2007-47; provided, however, if it is determined by the Internal Revenue Service or any other federal agency or instrumentality (the "Government") that the provisions of this Agreement are not in such compliance, then the Parties agree to modify the provisions and the implementation of this Agreement so as to be in compliance with all applicable federal laws, rules, and regulations as determined by the Government.

**9. Publication**

9.1. Coordinating Center and Study Sites shall be free to publish, present, or use any Data and results arising out of their respective performance of the Protocol (individually, a “Publication”). At least thirty (30) days prior to submission for Publication, Coordinating Center shall, and shall ensure the Study Sites agree to, submit to Sponsor for review and comment any proposed oral or written Publication ("Review Period"). Coordinating Center and Study Sites will consider any such comments in good faith but are under no obligation to incorporate Sponsor’s suggestions. The Review Period for abstracts or poster presentations shall be thirty (30) days. If during the Review Period, Sponsor notifies Coordinating Center and/or the Study Sites in writing that: (i) it desires patent applications to be filed on any inventions disclosed or contained in the disclosures, Coordinating Center will, and shall ensure the Study Sites agree to, defer Publication for a period not to exceed sixty (60) days, to permit Sponsor to file any desired patent applications; and (ii) if the Publication contains Sponsor’s Confidential Information as defined in Section 3 and Sponsor requests in writing to delete such Sponsor’s Confidential Information, the Coordinating Center agrees, and shall ensure the Study Sites agree, to delete such Sponsor’s Confidential Information only to the extent such deletion does not preclude the complete and accurate presentation and interpretation of the Study results.

9.2. The Parties agree that this Study is a multicenter clinical trial. Therefore, Coordinating Center agrees, and shall ensure the Study Sites agree, that the first Publication of the results of the Study shall be made in conjunction with the presentation of a joint multi-center Publication of the Study results with the Principal Investigators from the Coordinating Center and all Study Sites contributing Data, analyses, and comments. However, Coordinating Center and Study Sites may publish their respective institution’s Data and Study results individually in accordance with this Section 9 upon first occurrence of one of the following: (i) multi-center Publication is published; (ii) no multi-center publication is submitted within eighteen (18) months after conclusion, abandonment, or termination of the Study at all sites; or (iii) Sponsor confirms in writing there will be no multi-center Publication.

9.3. If no multi-center Publication occurs within eighteen (18) months of the completion of the Study

at all Study Sites, upon request by Coordinating Center or a Study Site, Sponsor agrees to provide such requesting institution access to the aggregate Data from all institutions conducting the Study.

9.4. If the Coordinating Center or a Study Site, through its Principal Investigator, is identified to participate in the multi-center Publication: (i) that institution will have the opportunity to review the aggregate multi-center Data, upon request; and (ii) consistent with the International Committee of Medical Journal Editors (ICMJE) regulations, that institution will have adequate opportunity to review and provide input on any abstract or manuscript prior to its submission for Publication. Coordinating Center and a Study Site also retains the right, on behalf of its Principal Investigator, to decline to be an author on any Publication.

**10. Use of Name**

10.1. Neither Party may use the name, trademark, logo, symbol, or other image or trade name of the other Party or its employees and agents in any advertisement, promotion, or other form of publicity or news release or that in any way implies endorsement without the prior written consent of an authorized representative of the Party whose name is being used. CRO further agrees to not use the name, trademark, logo, symbol or other image or trade name of the Study Sites and their employees and agents, and Coordinating Center shall ensure that the Study Sites agree to not use the name, trademark, logo, symbol or other image or trade name of CRO without the prior written consent of an authorized representative of the party whose name is to be used. Any approvals required under this section 10.1 will not be unreasonably withheld.

10.2. Sponsor, CRO, Coordinating Center and Study Sites understand that the amount of any payment made hereunder may be disclosed and made public by a party as required by law or regulation, including the Patient Protection and Affordable Care Act of 2010, provided that the disclosure clearly designates the payment as having been made to the Coordinating Center and/or Study Sites for research and not to their respective Principal Investigators.

10.3. Coordinating Center and Study Sites may acknowledge the Sponsor’s support, including but not limited to financial support as may be required by academic journals, professional societies, funding agencies, and applicable regulations. Notwithstanding anything to the contrary in this Agreement, Sponsor agrees to allow publicly registered information about the Study to appear on Coordinating Center and Study Sites’ clinical trials directories/websites. Additionally, notwithstanding anything herein to the contrary, Coordinating Center and Study Sites shall have the right to post Sponsor’s name, the Study title, and the Study period, and funding amount, on their publicly accessible lists of research conducted by their respective institutions.

**11. Indemnification and Limitation of Liability**

11.1 Sponsor’s indemnification obligations are outlined in a separate Letter of Indemnification, attached hereto as **Exhibit E**.

11.2. CRO expressly disclaims any liability in connection with the Study Drug or Study Device, including any liability for any claim arising out of a condition caused by or allegedly caused by any Study procedures associated with such product except to the extent that such liability is caused by the negligence, willful misconduct or breach of this Agreement by CRO.

11.3. Coordinating Center and Study Sites shall have no obligation to indemnify CRO and CRO shall have no

 obligation to indemnify Coordinating Center and/or Study Sites.

**12. Subject Injury**

Sponsor’s subject injury obligations are outlined in **Exhibit E**.

**13. Insurance**

13.1. Coordinating Center shall, and shall ensure that the Study Sites agree to, at their sole cost and expense, maintain a policy or program of insurance or self- insurance at the level of at least $1,000,000 per occurrence (or per claim) and $3,000,000 annual aggregate to support their respective obligations assumed in this Agreement. However, if Coordinating Center or a Study Site is a public entity entitled to governmental immunity protections under applicable state law, then such institution may provide liability coverage in accordance with any limitations associated with the applicable law.

13.2. CRO shall maintain an insurance policy or program of self-insurance at levels sufficient to support its obligations assumed herein.

13.3. Upon written request, evidence of a party’s insurance or self-insurance will be provided to the requesting party. CRO’s or Coordinating Center’s inability to meet its insurance obligation constitutes material breach of this Agreement.

**14. Term and Termination**

14.1. The term of this Agreement shall commence upon the Effective Date and terminate upon the completion of the Parties’ Study-related activities under the Agreement, unless terminated early as further described in this Section.

 14.2. CRO has the right to terminate this Agreement upon thirty (30) days prior written notice to the

 Coordinating Center. Coordinating Center may terminate this Agreement, or a Study Site may

 terminate its participation in the Study, immediately at any time for any reason when, in their

 judgment or that of their respective Principal Investigators, IRB, Scientific Review Committee, if

 applicable, or the Food and Drug Administration, it is determined to be inappropriate, impractical, or

 inadvisable to continue, in order to protect the Study subjects' rights, welfare, and safety, or the IRB

 otherwise disapproves the Study. If for any reason a Study Site’s Principal Investigator becomes

 unavailable to direct the performance of the work under this Agreement, that Study Site will notify

 CRO. If the Study Site and CRO are unable to identify a mutually acceptable successor,

 that Study Site’s participation may be terminated by either the Study Site or CRO upon thirty

 (30) days written notice to the other party. A Study Site and CRO may terminate that Study

 Site’s participation in the Study if there is a breach between said Study Site and CRO that the

 breaching party fails to remedy within thirty (30) business days after written notice thereof.

14.3. Notwithstanding the above, Coordinating Center and CRO may, in addition to any other available remedies:

a) immediately terminate this Agreement upon the other Party’s material failure to adhere to the Protocol, except for deviation required to protect the rights, safety, and welfare of Study subjects; and/or

b) terminate this Agreement upon the other Party’s material default or breach of this Agreement, provided that the defaulting/breaching Party fails to remedy such material default, breach, or failure to adhere to the Protocol within thirty (30) business days after written notice thereof.

14.4. In the event that this Agreement is terminated prior to completion of the Study, for any reason, Coordinating Center shall, and shall ensure the Study Sites agree to:

a) notify the IRB that the Study has been terminated;

b) cease enrolling subjects in the Study;

c) cease treating Study subjects under the Protocol as directed by CRO to the extent medically permissible and appropriate;

d) terminate, as soon as practicable, all other Study activities; and

e) furnish to CRO any required final report for the Study in the form reasonably acceptable to

CRO.

Promptly following any such termination, Coordinating Center will, and shall ensure Study Sites agree to, provide to CRO copies of Data collected pursuant to the Study Protocol. Upon Sponsor’s or CRO’s written request, Coordinating Center shall, and shall ensure Study Sites agree to, provide to the requesting party, at Sponsor’s or CRO’s expense, all Sponsor’s Confidential Information provided under this Agreement provided, however, that Coordinating Center and Study Sites may retain such Confidential Information for record keeping purposes, monitoring their respective obligations, and exercising their respective rights hereunder, subject to Coordinating Center’s and Study Sites’ ongoing respective compliance with the confidentiality and non-use obligations set forth in this Agreement.

14.5. If this Study is terminated early by either Party, the Coordinating Center shall be reimbursed for all work completed by it and the Study Site(s), on a pro rata basis, and reasonable costs of bringing the Study to termination incurred through the date of termination, and for non-cancelable commitments properly incurred through that date. Upon receipt of notice of termination, Coordinating Center will, and shall ensure Study Sites agree to, use reasonable efforts to reduce or eliminate further costs and expenses and will cooperate with CRO to provide for an orderly wind-down of the Study.

14.6. Subsections 1.4, 1.6, and 14.6, and Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 19 and 23, shall survive any termination or expiration of this Agreement, except that Section 3 shall survive for the period stated in Section 3.1. Any provision of this Agreement that by its nature and intent remains valid after termination will survive termination.

**15. Subject Material**

15.1. Subject Material means any biologic material of human origin including, without limitation, tissues, blood, plasma, urine, spinal fluid, or other fluids derived from the Study subjects in accordance with and pursuant to the Protocol (“Subject Material”).

15.2. Coordinating Center agrees, and shall ensure the Study Sites agree, to make the Subject Material available to the Sponsor in accordance with the Protocol for the purposes of the Study. The Subject Material may be used by the Sponsor, central lab, or other contracted party only as allowed by the Study subject’s informed consent form or pertinent institutional review board(s). Sponsor agrees that any use of Subject Materials, other than as allowed by the Study subject’s informed consent form, will require additional IRB review and approval.

**16. Subcontract**

If applicable, Coordinating Center and Study Sites have the right to subcontract to other sites to conduct the Study in accordance with the Protocol with terms consistent with this Agreement with written approval of the Sponsor, which approval shall not be unreasonably withheld. If Coordinating Center and/or a Study Site subcontracts any Study related duties, unless that party is authorized to negotiate and enter into agreements on behalf of a subcontractor binding that subcontractor to the terms of this Agreement, the Coordinating Center agrees, and shall ensure the applicable Study Site agrees, to contract with such subcontractors incorporating terms substantially similar to the terms herein. Such subcontracts may be provided to the CRO upon written request.

**17. Notices**

Any notice, authorization, approval, consent or other communication will be in writing and deemed given:

a. Upon delivery in person;

b. Upon delivery by courier;

c. Upon delivery date by a nationally-recognized overnight delivery service such as FedEx.

**If to CRO**:

{SPONSOR NAME}

{CONTACT NAME}

{CONTACT TITLE}

{ADDRESS LINE}

{TELEPHONE NUMBER}

{FAX NUMBER}

{E-MAIL ADDRESS}

**If to Sponsor**:

{SPONSOR NAME}

{CONTACT NAME}

{CONTACT TITLE}

{ADDRESS LINE}

{TELEPHONE NUMBER}

{FAX NUMBER}

{E-MAIL ADDRESS}

**If to Coordinating Center**:

{INSTITUTION NAME}

{CONTACT NAME}

{CONTACT TITLE}

{ADDRESS LINE}

{TELEPHONE NUMBER}

{FAX NUMBER}

{E-MAIL ADDRESS}

**18. Independent Contractor**

It is mutually understood and agreed that the relationship between the Parties is that of independent contractors. Neither Party shall represent itself as the agent, employee, partner, joint venturer, or servant of the other. Except as specifically set forth herein, neither Party shall have nor exercise any control or direction over the methods by which the other Party performs work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint ventures, lease, or equity relationship, expressly or by implication, between the Parties.

**19. Clinical Trial Registry**

Prior to enrollment of the first subject in the Study, Sponsor will register the Study on [www.clinicaltrials.gov](http://www.clinicaltrials.gov/) in accordance with the requirements of the International Committee of Medical Journal Editors (ICMJE) and Public Law 110-85. Results of this Study will be reported in compliance with applicable laws.

**20. Non-Referral/Anti-Corruption Language**

20.1. Coordinating Center and CRO, on behalf of Sponsor, agree that it is not their intent under this Agreement to induce or encourage the unlawful referral of subjects or business between the Parties, or with the Study Sites, and there shall not be any requirement under this Agreement that those parties, their respective employees or affiliates, including their medical staff, engage in any unlawful referral of subjects to, or order or purchase products or services from, one of those parties.

20.2. Coordinating Center and CRO, on behalf of Sponsor, agree, and Coordinating Center shall ensure that Study Sites agree, to require that their employees, who are involved in the conduct of the Study, will not offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and shall not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for the benefit of one of those parties.

**21. Force Majeure**

If either Party or a Study Site hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder for any reason beyond such party’s direct control, including but not limited to, strike, lockouts, labor troubles, governmental or judicial actions or orders, riots, insurrections, war, acts of God, inclement weather, or other reason beyond that party’s control (a “Disability”) then such party’s performance shall be excused for the period of the Disability. Any Study timelines affected by a Disability shall be extended for a period equal to the delay and any affected Budget shall be adjusted to account for cost increases or decreases resulting from the Disability. The Party affected by the Disability shall, and Coordinating Center shall ensure the Study Sites agree to, ensure that appropriate notification of such Disability is given, as provided for herein.

**22. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each of the Parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signature unless prohibited by applicable law.

**23. Debarment**

The Coordinating Center certifies that to its knowledge, neither it, nor any of its employees, agents or other persons coordinating or performing the Study under its direction, is currently debarred, suspended, or excluded from a federal health care program, including Medicare and Medicaid or under the Federal Food, Drug and Cosmetic Act, as amended, or disqualified under the provisions of 21 CFR §312.70. In the event that the Coordinating Center’s or a Study Site’s Principal Investigator or any Study personnel becomes debarred or disqualified during the term of this Agreement or within 1 year after termination of the Study, Coordinating Center agrees and shall ensure that Study Site agrees to promptly notify CRO after learning of such event.

**24. Choice of Law –Intentionally omitted**

**25. Entire Agreement**

Section and clause headings are used herein solely for convenience of reference and are not intended as substantive parts of the Parties’ agreement. This Agreement incorporates the Exhibits referenced herein. This written Agreement constitutes the entire agreement between the Parties concerning the subject matter, and supersedes all other or prior agreements or understandings, whether written or oral, with respect to that subject matter. Any changes made to the terms, conditions or amounts cited in this Agreement require the written approval of each Party's authorized representative.

The authorized representatives of the Parties have signed this Agreement as set forth below.

{INSTITUTION} acting as the {CRO}

Coordinating Center

By:

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{NAME} {NAME}

Title:

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

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

**EXHIBIT A**

Protocol

**EXHIBIT B**

Budget

**EXHIBIT C**

Administrative & Study Points of Contact

**EXHIBIT D**

Study Scope of Work Checklist

**EXHIBIT E**

**LETTER OF INDEMNIFICATION(LOI)**

To: STUDY SITE:

TITLE OF STUDY:

CRO:

COORDINATING CENTER:

STUDY NUMBER:

1) {INSTITUTION NAME} is serving as the coordinating center for the purposes of the Study identified above (“Coordinating Center”)and has entered into an Accelerated Clinical Trial Agreement (ACTA - Coordinating Center Agreement) with CRO to participate in the above sponsored Study. Study Site, identified above, has entered into an agreement with the Coordinating Center to conduct the Study at its institution (“Study Site”). CRO has been engaged by {SPONSOR NAME} [the “Sponsor”) to arrange and administer this {SPONSOR NAME} sponsored multi-center clinical trial.

2) Sponsor has delegated to CRO responsibility for the management and monitoring of this Study. Sponsor has further authorized CRO to bind Sponsor to its obligations within the Agreement for this Study executed between CRO and Coordinating Center and subcontracted to Study Site. Sponsor accepts responsibility for its obligations contained in that Agreement.

3) Study Site agrees to participate by allowing the Study to be undertaken utilizing such facilities, personnel and equipment as Study Site may reasonably need for its conduct of the Study.

 4) In consideration of such participation by Study Site, and subject to paragraph 5 below, the Sponsor shall defend, indemnify, and hold harmless the Study Site and its medical affiliates and affiliated hospitals, and each of their trustees, officers, directors, governing bodies, subsidiaries, affiliates, investigators, employees, IRB members, agents, successors, heirs and assigns (collectively referred to as "Study Site’s Indemnitees"), from and against any third party claims, loss, damage, cost and expense of claims (including reasonable attorney’s fees) and suits (“Claims”), alleged to be caused by or arising from the conduct of the Study or use of the Study Drug or Study Device under this Agreement or from the use of the Study results, regardless of the legal theory asserted.

5) Sponsor shall have no obligation to provide such indemnification to the extent that such Claim is solely caused by Study Site’s Indemnitee(s)’: (1) failure to adhere to and comply with all material and substantive specifications and directions set forth in the Protocol (except to the extent such deviation is reasonable to protect the rights, safety and welfare of the Study subjects); (2) failure to comply with all applicable laws and regulations in the performance of the Study; or (3) if such claim is directly caused by the negligent acts or omissions of Study Site’s Indemnitees(s).

6) Subject to the limits and without waiving any immunities provided under applicable law (including

 constitutional provisions, statutes and case law) regarding the status, powers and authority of the

 Study Site or the Study Site’s principal(s), Study Site shall

 indemnify, hold harmless and defend Sponsor, its directors, officers, employees and agents,

 (“Sponsor’s Indemnitees”) from and against only those third party Claims to the extent directly

 attributable to Study Site’s negligence in its conduct of the Study. Notwithstanding the

 above, Study Site shall have no obligation to indemnify Sponsor for any other Claims

 (including, but not limited to, infringement or product liability Claims).

7) The indemnified party shall give notice to the indemnifying party promptly upon receipt of written notice of a Claim for which indemnification may be sought under this Agreement, provided, however, that failure to provide such notice shall not relieve indemnifying party of its indemnification obligations except to the extent that the indemnifying party’s ability to defend such Claim is materially, adversely affected by such failure. Indemnifying party shall not make any settlement admitting fault or incur any liability on the part of the indemnified party without indemnified party’s prior written consent, such consent not to be unreasonably withheld or delayed. The indemnified party shall cooperate with indemnifying party in all reasonable respects regarding the defense of any such Claim, at indemnifying party’s expense. The indemnified party shall be entitled to retain counsel of its choice at its own expense. In the event a Claim falls under this indemnification clause, in no event shall the indemnified party compromise, settle or otherwise admit any liability with respect to any Claim without the prior written consent of the indemnifying party, and such consent not to be unreasonably withheld or delayed.

8) EXCEPT FOR THE PARTIES’ OBLIGATIONS TO INDEMNIFY EACH OTHER AS STATED ABOVE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME.

9) If a Study subject suffers an adverse reaction, illness, or injury which, in the reasonable judgment of Study Site, was directly caused by a Study Drug or Study Device or any properly performed procedures required by the Protocol, Sponsor shall reimburse for the reasonable and necessary costs of diagnosis and treatment of any Study subject injury, including hospitalization, but only to the extent such expenses are not attributable to: (i) Study Site's negligence or willful misconduct; or (ii) the natural progression of an underlying or pre-existing condition or events, unless exacerbated by participating in the Study.

10) Sponsor shall, at its sole cost and expense, procure and maintain commercial general liability insurance, clinical trial insurance and products liability insurance or equivalent self-insurance, unless otherwise indicated in an attachment, in amounts not less than $3,000,000 per occurrence and $10,000,000 annual aggregate. Such commercial general liability insurance, clinical trial insurance and products liability insurance or equivalent self-insurance shall provide contractual liability coverage for Sponsor’s indemnification obligations herein.

11) Upon written request, Sponsor will provide evidence of its insurance policy or a program of self-

 insurance and will provide Study Site with written notice of any material change in its

 coverage which would affect Sponsor’s ability to meet its obligations under this Agreement.

 Sponsor’s inability to meet its insurance obligation constitutes material breach of this LOI and

 the Agreement executed with the CRO for

 this Study.

12) During the Study and for at least two (2) years following the completion of the Study at all sites, Sponsor shall promptly provide Study Site and Principal Investigator with the written report of any findings, including Study results and any routine monitoring findings in site monitoring reports, and data safety monitoring committee reports including, but not limited to, data and safety analyses, and any Study information that may (i) affect the safety and welfare of current or former Study subjects, or (ii) influence the conduct of the Study. Study Site and/or Principal Investigator will communicate findings to the IRB and Study subjects, as appropriate.

13 Except as permitted in Article 10.3 in the Agreement, neither Study Site nor Sponsor may use the name, trademark, logo, symbol, or other image or trade name of any other party or their employees and agents in any advertisement, promotion, or other form of publicity or news release or that in any way implies endorsement without the prior written consent of an authorized representative of the other party whose name is being used. Such approval will not be unreasonably withheld.

The authorized representatives have signed this Letter of Indemnification as set forth below.

{STUDY SITE} {SPONSOR}

By:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{NAME} {NAME}

Title:

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

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

**READ AND ACKNOWLEDGED**

By:

{PRINCIPAL INVESTIGATOR} Title: \_

Date: \_\_\_\_