1 of 2 originals

(short name of trial here) CLINICAL TRIAL

RESEARCH AGREEMENT FOR THE PERFORMANCE OF AN INTERGROUP CLINICAL TRIAL

BETWEEN

(Enter Name of Legal Entity represented by or acting through- Lead group/Sponsor name here,)

AND

(Enter Name of Legal Entity represented by or acting through - Participating GCIG group here)

CLINICAL TRIAL RESEARCH AGREEMENT

BETWEEN

(name of legal entity here), describe type of entity here, and full address, hereby represented by or acting through the (**Participating GCIG Group name here**) name and address of scientific structure if applicable) (**hereafter referred to as "Participating Group")** [*Note: Legal Entity acting of behalf group may or not be the sponsor of the study]*

AND

(name of legal entity here), describe type of entity here and full address, hereby represented by or acting through the (**Lead GCIG Group name here**) (name of scientific structure here if applicable), **(hereafter referred to as "Lead Group/Sponsor")** [*Note: Legal Entity acting of behalf group may or not be the sponsor of the study]*

each a **"Party"**, and together the **"Parties.**

WHEREAS

A Members of **(scientific structure of Participating Group)**, an association of practicing clinicians, has identified the need for medical research into ovarian cancer and has recommended to **Participating Group** that it pursue such research.

B **(scientific structure of Participating Group)** has independently analyzed the proposal and agrees with the recommendation. In accepting this proposal **Participating Group** has not relied on any statements or assertions on the part of **(scientific structure of Participating Group)** but relies on its own independent assessment.

C Both **Participating Group** and **Lead Group/Sponsor** wish to jointly undertake an intergroup clinical trial entitled:

"full title of the trial here"
EUDRACT# XXXXXXXXXX
("the Study")

which is to be conducted according to the **Lead Group/Sponsor** protocol named the "short title of protocol here" protocol, hereinafter referred to as the "Protocol".

D **Lead group/Sponsor** has access to clinical centres in XX countries and possibly other countries from which to recruit study participants and **Participating Group** has access to clinical centres in XX countries from which to recruit study participants.

E **Participating Group** is represented by **(name of legal entity here)**, and **Lead Group/Sponsor** is represented by **(name of legal entity here)**.

F it is acknowledged that **(Name of Third Party/Company here)** has agreed to support the Study by providing (insert type support for e.g. Investigational Medicinal Product, analysis of translational samples etc) and that the **Lead Group/Sponsor** holds an agreement(s) with **(Name of Third Party/Company here)** in relation to the support. *[Note: Optional Clause to be used when company/3rd party involved delete clause if not applicable]*

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NOW IT IS HEREBY AGREED AND DECLARED as follows:

1 Definitions and glossary

"Adverse Event (AE)" means any untoward medical occurrence or effect in a patient treated on a trial protocol, which does not necessarily have a casual relationship with trial treatment. An AE can therefore be any unfavourable and unintended sign (including and abnormal laboratory finding), symptom or disease temporally associated with the use of a trial treatment, whether or not related to that trial treatment;

"**Adverse Reaction (AR**)" means all untoward and unintended responses to a trial treatment related to any dose administered. A causal relationship between a trial treatment and an AE is at least a reasonable possibility, i.e. the relationship cannot be ruled out;

"Agreement" means this agreement and all Schedules, Appendices and other documents as may be incorporated by reference;

Background Intellectual Property" means Intellectual Property owned by **Participating Group** at the commencement of the Agreement, which is reasonably required by **Lead Group/Sponsor** to utilise Project Intellectual Property provided that:

a) such Background Intellectual Property is not a registered or unregistered trademark;
b) such Background Intellectual Property is not the subject of an exclusive licence to a third party or parties;

"CRF" means Clinical Research Form: A printed optical or electronic document designed to record all of the protocol-required information to be reported to **Lead Group/Sponsor** on each study participant;

"Clinical Trials Directive" means European Commission Directive 2001/20/EC of 4th April 2001 on the approximation of the laws, regulations, and administrative provisions of the Member States relating to the implementation of good clinical practice in the conduct of clinical trials on medicinal products for human use together with any laws implementing the Clinical Trials Directive in the

Country and any amendments thereto; (*delete definition if not applicable- note specific to studies being conducted involving EU countries and for -CTIMPs*)

"Confidential Information" means all information, data, results and Intellectual Property and Know How relating to the Trial including Trial Treatment, its/their use(s), any new indication or novel use of Trial Treatment and all information concerning arrangements contemplated by this Agreement or the business affairs of one Party that it discloses to the other Party pursuant to or in connection with this Agreement;

"**DSUR**" means Development Safety Update Report: A comprehensive, thoughtful annual review and evaluation of pertinent safety information collected during the reporting period related to a drug under investigation, whether marketed or not by:

1. Examining whether the information obtained by the sponsor during the reporting period is in accord with the previous knowledge on the investigational drug safety.
2. Describing new safety issues that could have an impact on the protection of clinical trial subjects
3. Summarising the current understanding and management of identified and potential risk
4. Providing an update on the status of the clinical investigation/development programme and study results;*(delete definition if non-CTIMP study or if otherwise not applicable - note DSUR EU & ICH requirement*)

"DMC" means the Data Monitoring Committee**,** an independent data monitoring committee that may be established by the Lead Group/Sponsor to assess at intervals the progress of the Study, the safety data and the critical efficacy endpoints, and to recommend to the Lead Group/Sponsor whether to continue, modify or stop the Study;

"GCIG" means the Gynecologic Cancer InterGroup, An Organisation of International Cooperative Groups for Clinical Trials in Gynecologic Cancers, consisting of appointed representatives from international and national research groups, including (scientific structure of Lead Group/Sponsor here) and (scientific structure of participating group here), which perform clinical trials in gynaecological cancer;

"GCP" means Good Clinical Practice: A standard for the design, conduct, performance, monitoring, recording, analyses and reporting of clinical trials that provides assurance that the data and recorded results are credible and accurate and that the rights, integrity and confidentiality of trial subjects are protected;

"**GSA**" means Group Specific Appendix. An appendix to the protocol which details the participation of the participating GROUP clinical centres in the Study. The content of this appendix is applicable only to the participating GROUP investigators, for whom the sections supersede entirely or partially the corresponding chapters in the Protocol**.**

"GST" has the same meaning as GST Law; *(delete definition if not applicable*);

"GST Law" means "*A New Tax System (Goods and Services Tax) (delete definition if not applicable*);";

"GST Rate" has the meaning giving in GST Law; *(delete definition if not applicable*);

"Institutional Review Board/Ethics Committee" means an independent body constituted of medical, scientific and non-scientific members, whose responsibility it is to ensure the protection of the rights, safety and well-being of human subjects involved in the Study, among other things, reviewing, approving and providing continuing review of the (short study title here) protocol and amendments and of the methods and material to be used in obtaining and documenting informed consent of the study participants;

"Intellectual Property" includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know-how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

"Project Intellectual Property" means any Intellectual Property arising from the Study;

"RCTI" means a Recipient Created Tax Invoice and has the meaning given in GST Law; *(delete definition if not applicable*);

"Registrable Intellectual Property" means Intellectual Property capable of being registered according to relevant local legislation granting monopoly rights to the registrant and includes but is not limited to patents, patentable inventions, trademarks, copyrights, circuit layouts, designs and plant breeders rights. *(delete definition if not applicable*);

"SAE" means Serious Adverse Event: Any untoward medical occurrence that at any dose:

- results in death;
- is life-threatening;
- requires in-patient hospitalisation or prolongation of existing hospitalisation;
- results in persistent or significant disability/incapacity;
- is a congenital anomaly/birth defect, or
- an important medical event.

"SPONSOR" means an individual, company, institution, or organization which takes responsibility for the initiation, management, and/or financing of a clinical trial.

"SUSAR" means Suspected Unexpected Serious Adverse Reaction;

"Participating Group Clinical Centres" means those hospital sites in (countries XX) at which **Participating Group** Study Participants receive treatment as part of the Study;

"TMG" means the Trial Management Group**,** a group that may be established by the Lead Group/Sponsor for reviewing the progress of the Study within all clinical centres;

"TMF" means the Trial Master File. The TMF is a file that contains all the essential documents relating to a clinical trial, before the trial commences, during trial conduct and after the completion of trial. Essential Documents are those documents which individually and collectively permit evaluation of the conduct of a trial and the quality of the data produced. These documents serve to demonstrate the compliance of the investigator, sponsor and monitor with the standards of Good Clinical Practice and with all applicable regulatory requirements;

"TSC" means Trial Steering Committee. The TSC is an oversight committee which provided supervision of the overall conduct of the trial on behalf of the funder(s) and sponsor. The TSC reviews recommendations of the IDMC and, on consideration of this information, recommends appropriate amendments/actions for the trial as necessary; *(delete definition if not applicable*);

By signature of the Agreement by both Parties, it is hereby agreed that:

2 Conduct of the Study

2.1 The Study is an intergroup study in which **Lead Group/SPONSOR** is the leading group as well as the Sponsor of the Protocol where **Lead Group/SPONSOR** has delegated via **PARTICIPATING GROUP** certain 'Sponsor responsibilities' to **Participating Group.** Each Party shall undertake the Study as the respective entities for their clinical centres within the Study as set down in the Protocol.

2.2 **Lead Group/SPONSOR** shall be responsible for compliance with clinical and/or regulatory procedures in (countries XX) and for their affiliated clinical centres where **Lead Group/SPONSOR** conducts the Study, and **Participating Group** shall be responsible for compliance with clinical and/or regulatory procedures in (countries YY) and for the **Participating Group** Clinical Centres. All Parties will assure that each of its clinical centres receives all necessary local and national regulatory approvals from the respective competent authority.

2.3 The Study shall be conducted by **Lead Group/SPONSOR** and **Participating Group** severally under the obligations imposed on each of them respectively under the Agreement:

2.3.1 In accordance with the Protocol and any amendments to the Protocol as approved by the competent (name different governing bodies here) authorities;

2.3.2 In clinical centres to be selected respectively by **Lead Group/SPONSOR** and **Participating Group** in each of their jurisdictions. Clinical centres in (countries YY) shall be known as **Participating Group** Clinical Centres, the suitability of such centres ultimately subject to **Lead Group/SPONSOR** agreement;

2.3.3 With study participants selected in accordance with the eligibility criteria specified in the Protocol and only after all necessary legal, regulatory or other approvals have been granted including those of the Institutional Review Board or of any ethics committee, at the clinical centres and strictly in accordance with the terms of any such approval;

2.3.4 In accordance with the Declaration of Helsinki, and with the principles of Good Clinical Practice (GCP) as laid down by the ICH topic E6 (Note for Guidance on GCP), and the European Directive.

2.3.5 In accordance with the requirements laid down by laws applicable in the countries where the Study is conducted.

3 Duties

3.1 **Obligations of LEAD GROUP/SPONSOR**

LEAD GROUP/SPONSOR agree that:

3.1.1 **Lead Group/SPONSOR** shall be responsible for the operational management of the Study at its participating clinical centres in (countries XX);

3.1.2 **Lead Group/SPONSOR** shall be responsible for the central data management of the Study, including the collection and analysis of the data and its inclusion in the study database. **Lead Group/SPONSOR** shall ensure the collected data are kept as required by GCP and shall create a database for the Study;

3.1.3 **Lead Group/SPONSOR** will be responsible for drawing up CRF completion guidelines and all other guidelines required for the proper conduct of the Study;

3.1.4 **Lead Group/SPONSOR** shall process the data in accordance to the law applicable with regard to data protection and shall ensure that the Patient Information Sheet and Informed Consent models found in the Protocol contain all the required information in this regard;

3.1.5 **Lead Group/SPONSOR** shall be responsible for documenting operating procedures for randomisations, either centrally (all done through **Lead Group/SPONSOR** or by group

3.1.6 **Lead Group/SPONSOR** shall be responsible for setting up a system of pharmacovigilance within the Study (in consultation with **Participating Group** and other participating groups) including data recording, assessment, expedited and periodic reporting to regulatory authorities, relevant ethics committees and investigators;

3.1.7 **Lead Group/SPONSOR** shall provide **Participating Group** with information on the progress of the Study in clinical centres managed by both **Lead Group/SPONSOR** and **Participating Group**. Such information will be provided as 6-monthly reports including study participant accrual, eligibility status, and treatment status;

3.1.8 **Lead Group/SPONSOR** is responsible to conduct all statistical analyses and shall provide **Participating Group** with a copy of the final study report within a year's time after completion of the Study;

3.1.9 Upon completion of the Study and after the final analysis, **Lead Group/SPONSOR** agrees to transfer the section of the database to **Participating group** containing **Participating Group** Clinical Centres, investigators and study participants in the existing format;

3.1.10 **Lead Group/SPONSOR** agrees to form an independent DMC to regularly and confidentially review the accumulating data. P**articipating Group** may have the opportunity to nominate at least one member to the DMC;

3.1.11 **Lead Group/SPONSOR** may form a TMG which will include trial statisticians, data management staff and chief investigators from several participating GCIG Groups. The TMG will meet regularly in person or by phone to review the progress of the Study within all clinical centres including recruitment, problems with protocol compliance, unexpected toxicities and need for protocol amendments;

3.1.12 **Lead Group/SPONSOR** shall ensure that clinical trial insurance to the coverage limits normally applicable to a study of this type is in place for all clinical centres participating in the Study, including **Participating Group** Clinical Centres. Insurance shall remain in effect for the duration of the Agreement and Study, covering any liability of **Lead Group/SPONSOR** and the study participants in accordance with the requirements laid down by laws applicable in the countries where the Study is conducted.

3.1.13 **Lead Group/SPONSOR** may form an independent Trial Steering Committee and will consult **Participating Group** and other GCIG groups on this matter as appropriate.

3.1.14 **Lead Group/SPONSOR** is responsible for setting-up and maintaining a Trial Master File (TMF) . The TMF must be kept in a secure location for the duration of the study and archived after completion or premature termination of the study in a secure fire-proof facility for a minimum of xx years (*Note: length time TMF to be retained/archived will depend on national requirements of countries involved with study and sponsors requirements)*. In case of audits

or inspection, **Lead Group/SPONSOR** may have to transfer to **Participating Group** TMF. **Lead Group/SPONSOR** will send back all documents owned by the **Participating Group.**

3.2 Obligations of Participating Group

Participating Group agrees that:

~~3.2.1~~ **Participating Group** shall be responsible for the operational management of the Study at its **Participating Group** Clinical Centres in (countries YY), as set down in the Roles and Responsibilities table of **Appendix 1**;

3.2.2 **Participating Group** shall be responsible for the randomisation of its study participants, collection of CRFs (if not using e-CRFs) from **Participating Group** Clinical Centres, and forwarding them to **Lead Group/SPONSOR**;

3.2.3 **Participating Group** will ensure that **Participating Group** Clinical Centres understand the CRF completion guidelines, both in terms of data completeness and the timescale for completing and returning completed CRFs. **Participating Group** will perform on-site monitoring of **Participating Group** Clinical Centres as described in the monitoring plan; (this paragraph to be adjusted as appropriate)

3.2.4 **Participating Group** will screen completed CRFs before forwarding them to **Lead Group/SPONSOR**, to ensure that forwarded CRFs are complete and accurate if using paper CRF;

3.2.5 **Participating Group** shall inform **Lead Group/SPONSOR** of all protocol-defined Serious Adverse Events (SAEs and SUSARs) occurring at **Participating Group** Clinical Centres during the conduct of the Study, and shall report unexpected and related SAEs, per regulatory requirements, to the (enter name of authorities here) as appropriate;

3.2.6 P**articipating Group** Clinical Centres shall only participate in the Study if appropriate clinical negligence insurance/indemnity provision is in place for the duration of the Agreement and the Study, covering any liability of **Participating Group, Lead Group/SPONSOR** and the study participants in accordance with the requirements laid down by laws applicable in the countries where the Study is conducted; and

3.2.7 **Participating Group**'s Data Centre shall require clinical investigators and **Participating Group** Clinical Centres to handle any information provided by **Lead Group/SPONSOR** in accordance with terms equivalent to the confidentiality provisions of clause 12 of the Agreement.

3.2.8 **Participating Group** is responsible for setting-up and maintaining a local version of the Trial Master File (TMF) containing documents and written communications for the management of the Study in their territory. All documents to be filed in the TMF according to GCP requirements must be clearly identifiable. The TMF must be kept in a secure location for the duration of the Study and archived after completion or premature termination of the study in a secure fire proof facility for a minimum of xx years. [N*ote: length time TMF to be retained/archived will depend on national requirements of countries involved with study and sponsors requirements*]In case of audits or inspection, **Lead Group/SPONSOR** may have to transfer **Participating GROUP** TMF. **Lead Group/SPONSOR** will send back all documents owned by the **Participating GROUP**

4 Protocols and Forms

4.1 **Lead Group/SPONSOR** will create and provide **Participating Group** with the study CRFs, whether paper-based or electronic. **Participating Group** will be responsible for distribution of the CRFs to **Participating Group** Clinical Centres as appropriate.

4.2 **Lead Group/SPONSOR** has ownership of the master protocol and CRFs.

4.3 Changes to the Protocol and CRFs can only be made by **Lead Group/Sponsor** and after discussion with the Participating GCIG groups, the Trial Management Group (if applicable, including representatives from **Lead Group/SPONSOR** and **Participating Group**)

5 Financial Support

5.1 **Lead Group/SPONSOR** agrees to compensate **Participating Group** for their work performed on the Study per the Table 1 below:

Table 1

Task achieved	Per study participant payment in Euros
For each study participant randomised but not treated (with the exception of non-eligibility)	€ XXXXXX
For each study participant randomised, treated, monitored and CRF completed	€ XXXXXX

5.2 **Lead Group/SPONSOR** agrees to compensate **Participating Group** according to the schedule of payments described in the Table 2 below:

Table 2

Milestones	Payment in Euros
Upon Intergroup Agreement finalisation and sign-off	€XXXXXX *
Upon 1st dose administered to each study participant	€ XXXXXX
Upon completion and submittal to **Lead Group/SPONSOR** of each complete study participant CRF	€ XXXXX

* € XXXXXXX to be deducted from the total per study participant payments

5.3 After achieving each of the milestones set out in Table 2, **Participating Group** shall notify **Lead Group/SPONSOR** and send a payment request on a quarterly basis. All payments shall be made within ninety (90) days of receipt of the payment request of **Participating Group**. No additional costs will be reimbursed.

Reference for payments to **Participating Group**:

Account number : XXXXXXX
Bank Name :
Account name holder :
IBAN :
Swift code :
Name of contact person at bank :

Payment requests shall be addressed to:
(Lead Group/ SPONSOR NAME HERE)
(contact person)
(address)
Tel:
Fax:
Email :

Formatted: English (U.K.)

6 GST (Goods and Services Tax)

6.1 If GST is payable on any supply by one party to the other party under the Agreement (including the supply of any goods, services, rights, benefits or other items) it will be specified on tax invoices issued or provided to **Lead Group/SPONSOR** by **Participating Group**. Under current GST Law…….(specify here if GST tax to be paid or not, and by whom whenever applicable)[*Delete clause if not applicable*]

7 Drug Supply

[This section and clauses may be deleted if not applicable]

7.1 **Lead Group/SPONSOR** agrees to arrange for **Participating Group** Clinical Centres to be provided with Study Drug for all study participants, to be randomised and distributed by (name of 3rd party whenever applicable). The Study Drug is defined here as (name of Study drug(s). (name of 3rd party) will provide (name of Study drug(s) directly to **Participating Group** Clinical Centres and will organise re-supply throughout the Study;

7.2 (name of 3rd party will be used solely for the purposes of the Study;

7.3 **Participating Group** Clinical Centres will be required to provide all other medications to study participants;

7.4 (name of 3rd party) will provide to **Participating Group** evidence of quality assurance for (name of Study drug(s);

8 Indemnity

8.1 **Participating group** shall indemnify, release and discharge **Lead Group/SPONSOR**, its agents and employees from any loss, costs, claims, demands or actions which may be made by reason of personal injury (including death) to any person, or damage to property, arising out of or in connection with liability resulting from the negligent acts or omissions of **Participating Group**, its agents or employees in the performance of its obligations pursuant to the Agreement;

8.2 **Lead Group/SPONSOR** shall indemnify, release and discharge **Participating Group,** its agents and employees from any loss, costs, claims, demands or actions which may be made by reason of personal injury (including death) to any person, or damage to property, arising out of or in connection with liability resulting from the negligent acts or omissions of **Lead Group/SPONSOR**, its agents or employees in the performance of its obligations pursuant to the Agreement.

9 Project Intellectual Property as Study Data

9.1 The study data arising from the Study, which is related to the contribution of **Lead Group/SPONSOR**, shall be the property of **Lead Group/SPONSOR;**

9.2 The study data arising from the Study, which is related to the contribution of **Participating Group**, shall be the property of **Participating Group** but will be available licence-fee free to **Lead Group/SPONSOR** at all times for publication purposes;

9.3 In the event that **Lead Group/SPONSOR** wish to make available for purchase by a third party the complete database set of the Study, **Participating Group** and **Lead Group/SPONSOR** will agree to a fixed fee owed to **Participating Group** for the data generated from the participation of **Participating Group**. Further to be agreed are the conditions of purchase, including a provision that any such purchase will not breach laws relating to personal or private information;

9.4 Any invention or discovery arising from the study data which is related to the contribution of **Participating Group**, shall be the property of **Lead Group/SPONSOR**, provided such invention or discovery is directly related to the Study. Serendipitous discovery with applications not contemplated in the Study shall be subject to negotiation in good faith between **Participating Group** and **Lead Group/SPONSOR** regarding Registrable Intellectual Property;

10 Publication

10.1 The publication of the final report of the results of the Study shall be in accordance with the Protocol, and the Trial Steering Committee

[Note: Suggested Publication Guidelines are available for reference]

10.2 **Lead Group/SPONSOR** may wish to publish or present scientific papers dealing with the Study in accordance with accepted scientific practice. **Lead Group/SPONSOR** agrees that 30 days prior to submission of publication or any other dissemination of results, **Lead Group/SPONSOR** shall invite **Participating Group** to comment on the content of the material to be published or presented. **Participating Group** shall have the opportunity to review and comment upon such submissions for an agreed period of time prior to submission for abstract, and for an agreed period of time prior to submission for manuscripts.

10.3 **Participating group** may wish to publish or present scientific papers dealing with the Study in accordance with accepted scientific practice. **Participating group** agrees that 30 days prior to submission of publication or any other dissemination of results including oral dissemination, **participating group** shall invite **Lead Group/SPONSOR** to comment on the content of the material to be published or presented. **Lead Group/SPONSOR** shall have the opportunity to review and comment upon such submissions for an agreed period of time prior to submission for abstract, and for an agreed period of time prior to submission for manuscripts.

10.4 **Participating grou**p shall not publish any material from their component of the Study before the publication of the full study report without prior written agreement from **Lead Group/SPONSOR**.

10.5 Following final analysis of the mature results of the Study and submission of any abstract(s), **Lead Group/SPONSOR** and **Participating Group** agree to submit the final paper for publication within an agreed period of time.

11 Biological Material

[*This section and clauses may be deleted when not applicable]*

11.1 All logistics and management of tissues and human material ("Biological Material") collected and/or used during the Study and according to the Protocol and the Informed Consent document signed by the subject is organized by **Lead Group/SPONSOR** and **Lead Group/SPONSOR** subcontractors in agreement with **participating group**.

11.2 The **Lead Group/SPONSOR and/or TSC** shall have sole authority to govern all rights to access by any party to all data received from biological material.

11.3 **Lead Group/SPONSOR** is responsible to carry out the analyses of the Biological Material as describded in the protocol and to subcontract and cover the costs the laboratory(ies).

11.4 The Biological Material will be kept at [NAME, ADDRESS] (the RECIPENT) for a minimum of 20 years in accordance with the requirements laid down by the all applicable laws, regulations and guidelines, in particular in accordance with the Declaration of Helsinki and with the principles of good clinical practice as laid down by the ICH topic E6, Note for Guidance on Good Clinical Practice CPMP/ICH/135/95 and the European Directive on the protection of personal data. The RECIPENT shall not sell destroy or use or further distribute the Biological Material without the written consent of the **Lead Group/ SPONSOR and/or TSC**.

11.5 Biological Material collected and/or used for the Study cannot be used for any purposes different from those described in the protocol and the Informed Consent document signed by the subject providing Biological Material, unless the possibility to use the Biological Material for other purposes has been approved by the relevant authorities.

11.6 **Lead Group/SPONSOR** and **Participating Group** will secure that if a patient withdraws his or her consent to participate in the Study any patient material of such patient which is in **Lead Group/SPONSOR** possession is immediately destroyed and no longer used.

11.7 It is agreed that for contributing to the study biobank with its own patient material, **Participating Group** shall be granted a privileged access to its own samples for its own research projects. Access of **Participating Group** to samples provided by other institutions will be considered by **Participating Grou**p in good faith and according to **Lead Group/SPONSOR's** policies on such matter. **Participating Group** shall be the exclusive owner of any data, discoveries, derivative materials and commercial products (Project IP) resulting from research projects conducted by **Participating Group** with its own samples and material.

12 Term and Termination of the Agreement

12.1 The Agreement shall take effect at the date of signature of the last Party thereto, and shall remain in force for the duration of the Study;

12.2 The Agreement can, only after discussing between the Parties, be terminated by written notice in case of:

- an early termination of the Study for reasons which could include study participant safety, unsatisfactory study participant enrolment or the decision of a regulatory body;
- a material and irremediable breach by one Party of the Agreement;
- any technical or methodological impossibility to pursue the Study;

12.3 In the event the Agreement or Study is terminated by **Lead Group/SPONSOR** during the recruitment period for any reason other than an irremediable material breach of the Agreement by **Participating Group**, **Participating Group** is entitled to recover from **Lead Group/SPONSOR** or retain from **Lead Group/SPONSOR** funding an amount reflecting the number of study participants under recruitment at the date of termination. The Parties agree to negotiate a fair commercial settlement which takes into consideration the amounts actually or irrevocably committed by **Participating Group** in relation to the Agreement or Study at the date of termination.

12.4 Clauses XX and YYof this Agreement shall remain in force after termination of this Agreement.

13 Confidentiality

13.1 All information related to the Study shall be confidential within the participating GCIG group and none of the Parties shall disclose any information to a third party, without the prior written permission of the **Lead Group/SPONSOR** other than as required to perform the Study except if required by law. This does not apply to any information which:

- is in the public domain
- is made public by a third party acting without impropriety in doing so
- is made by investigators at clinical centres in the report of his/her activities that is requested by competent authorities

14 Entire Agreement

14.1 The Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

15 Sub-contracting

[*This section and clause may be deleted when not applicable]*

15.1 If either Party subcontracts its obligations, it shall remain responsible for the acts and omissions of its sub-contractors as if they were its own employees.

16 Governing Law

16.1 The Agreement is governed by the law applicable in the (generally name of country where Sponsor is located in) and the Parties unconditionally submit to the Courts exercising jurisdiction in (name of country where Sponsor is located in).

17 No Partnership

17.1 No servants or agents of either Party shall by virtue of the Agreement be deemed to be employees of the other Party, and nothing in the Agreement shall create a partnership between the Parties or give to a Party any rights of a Partner or subject such Party to any liabilities of a partner in relation to the other Party's business.

18 Counterparts

18.1 The Agreement may consist of a number of counterparts, and those counterparts taken together constitute one and the same instrument.

19 Form of written notice

Any written notice to be given under the terms of the Agreement shall be sent to:

For Lead Group/SPONSOR :

Name & address
Tel/Fax:
Email

For Participating Group:

Name & address
Tel/Fax:
Email

EXECUTED by the Parties as an Agreement effective at the date of the last signature hereto.

Signed for and on behalf of **(**name of legal entity overseeing **Participating Group),**
by its duly authorised representative:

_____
name of person, title
place of business

in the presence of:

_____
Witness, name and title

Name of city , date

Signed for and on behalf of (name of legal entity behind **Lead Group/SPONSOR**),
by its duly authorised representative:

_____
name of person, title
place of business

in the presence of:

_____
Witness, name & title

Name of city , date

Appendix 1

(LEAD GROUP/SPONSOR)/(Particpating Group) ROLES AND RESPONSIBILITIES

GCIG HARMONISATION ROLES AND RESPONSIBILITIES CHECKLIST					
	*Note details of roles and responsibilities for 3rd party are recorded for information purposes only. 3rd party is not party to agreement. [This can be deleted where not applicable e.g. no 3rd parties involved.]	LEAD GROUP/ SPONSOR	(PARTICIPATING GROUP NAME HERE) Centre	(participating group name here) Clinical Centres	*(3rd party)
1	PROTOCOL, Country/ Group Specific Appendices				
1.	Protocol preparation				
2.	Protocol review				
3.	Protocol printing				
4.	Protocol distribution to the groups				
5.	Preparation of country/group specific appendices				
6.	Protocol & country/group specific appendix distribution to clinical centres				
7.					
2	PROTOCOL AMENDMENTS				
1.	Amendment preparation				
2.	Amendment review				
3.	Amendment printing				
4.	Amendment distribution to the groups				
5.	Amendment distribution to the clinical centres				
6.	Tracking approvals				
3	CASE REPORT FORMS (CRFs)				
1.	CRF design				
2.	CRF printing				
3.	CRF distribution to groups				
4.	CRF distribution to the centres				
4	PATIENT INFORMATION SHEET (PIS) AND CONSENT (IC) FORM				
1.	PIS and IC master template preparation, review and approval				
2.	PIS and IC national template preparation, review and approval				
3.	PIS and IC local preparation, review and approval				
4.	Local PIS and IC translation to local language				
5.	Approval of local PIS and IC (if required by lead group)				
5	HEALTH/REGULATORY AUTHORITY AND ETHICS/IRB SUBMISSION-APPROVALS/ACTIVITIES				
1.	Preparation of regulatory and ethics/IRB submissions				
2.	Submission of regulatory and ethics/IRB submissions				
3.	Preparation of amendment(s)				
4.	Submission of amendment(s)				
5.	Notification of protocol/amendment approval/refusal to SPONSOR , Participating Group and Company				
6.	Tracking of approvals				

GCIG HARMONISATION ROLES AND RESPONSIBILITIES CHECKLIST					
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7.	Investigator Brochure (IB) submission				
8.	Provide Electronic IB to to groups				
9.	Forwarding updated IB's to centres				
10.	Providing updated IBs to groups				
11.	Tracking proof of submission of SL's/ISL's to ECs				
12.	Regulatory and Ethics/IRB fees where applicable				
13.	End of Study Notification				
6	PHARMOCOVIGILANCE/SAFETY				
1.	Reporting of SAEs to SPONSOR				
2.	Reporting of SAEs to company				
3.	Review and assessment of SAE reports				
4.	Identification and preparation of SUSAR reports				
5.	Reporting of SAEs/SARs/SUSARs to regulatory authorities and ethics/IRB				
6.	Reporting of SAEs/SARS/SUSARs to participating groups				
7.	Reporting of SAEs/SARS/SUSARs to investigators/participating sites				
8.	Reporting of SAEs/SARS/SUSARs to company				
9.	Preparation of annual safety report/development safety update reports (DSUR) annually				
10.	Submission of annual safety reports/development safety update reports (DSUR) to regulatory authorities and ethics/IRB				
11.	Submission of annual safety reports/development safety update reports (DSUR) to investigators/participating sites				
12.	Reporting of SAE's/SARS/SUSARS from other trials (ISL's) to HA (pending discussion w/ EMA) and to Investigators/participating sites				
13.	Reporting of SAE's/SARS/SUSARS from other trials (ISL's) to Groups (same as above)				
7	INVESTIGATIONAL MEDICINAL PRODUCT (IMP)				
1.	Manufacturing, packing and release				
2.	Import License				
3.	Packaging/Labelling and release				
4.	Label compliance with regulations				
5.	Shipping/Distribution to CRO (if applicable)				
6.	Shipping / Distribution to centres				
7.	Provision of shipping receipts to participating group (if applicable)				
8.	Blinding/unblinding				
9.	Randomisation				
10.	IMP Recall				
11.	Destruction				
12.	Drug Accountability				
13.	IMP reconciliation				
8	INSURANCE				

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1.	Ensure adequate insurance covering legal responsibility with respect to patients prior to conducting study				
2.	Provision of copy of insurance policies to prior to commencement of study				
3.					
9	SELECTION OF INVESTIGATORS/CLINICAL SITES				
1.	Selection of Investigators/Clinical				
2.	Release of authorized centres list				
3.	Termination of centres				
4.	Assurance that sites work according to GCP				
10	AUDITING AND MONITORING				
1.	Central Monitoring				
2.	Monitoring Plan				
3.	Auditing Plan				
4.	On site monitoring				
5.	Centre Audits				
6.	Pre NDA/regulatory submission audits				
11	TRIAL/CENTRE INITIATION				
1.	Participating Centre Agreement				
2.	Additional Contract as required				
3.	Financial disclosure information / 1572 if applicable				
4.	Conduct of initiation/opening visit				
5.	Checking of documentation				
6.	Formally activating a centre				
12	INVESTIGATOR MEETINGS				
1.	International Investigator Meeting if required				
2.	National investigator meeting				
3.	Costs of investigator meetings				
13	DATA MANAGEMENT				
1.	Initial patient registration				
2.	Randomisation process				
3.	Timely CRF flow from centres				
4.	Data Entry of paper CRF received from centres				
5.	Updating database, data checking				
6.	Cross checks of database				
7.	Final clinical validation of cases				
8.	Data Queries generation				
9.	Data query delivery to centres				
10.	Data query retrieval from centres				
11.	Timely Data Query resolution				
12.	All data queries from Company (including SAE queries) will be routed via Group				
13.	Coding and cleaning of concomitant medication database				
14.	Provision of complete database will be provided to participating group in specified format within a reasonable timeframe after the final analysis				
15.	Coding of adverse events				
14	TRIAL CLOSE OUT				

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1.	Decision on appropriate time for closure according to number of patients required.				
2.	Informing company that trial is closed				
15	OTHER STUDY RELATED ACTIVITIES				
1.	Retention of CRFs				
2.	Scanning of CRF if required				
3.	Retention of regulatory files				
4.	Archive				
5.	Writing of Investigator Brochure/addendums				
16	SAFETY MONITORING				
1.	Safety monitoring and IC update				
2.	IC update				
3.	Investigators brochure update				
4.	Provision of unblinding information for individual patients for regulatory reporting				
5.	Forward relevant clinical and preclinical information to lead Groups				
17	COMMUNICATION				
1. .	Sponsor should receive a copy of all relevant mail sent to the investigators by participating group				
2.	Outline of communication flow for study				
3.	Sponsor to provide SAE listings 3-monthly.				
4.	Primary contact with clinical centres				
18	STATISTICAL ANALYSIS AND TRIAL REPORT				
1.	Analyses for DSMC and final analyses				
2.	Preparation of final report and all primary publications				
3.	Review of final report and publication				
4.	Preparation of the Company final study report				
19	TRANSLATIONAL RESEARCH				
1.	Retrieval archival tissue for Tumour Bank				
2.	Coordination of sample collection and shipping				
3.	Supply of sample collection kits				
20	TRIAL MASTER FILE				
1. .	Set-up and maintain a Trial Master File (TMF) containing documents essential to the management of the study				
21	CONTRACTS				
1.	Selection of Project Management CRO				
2.	Enter into contract with Project Management CRO				
3.	Approval and Provisions of Costs of PM CRO contract				
4.	Inspection and QA of PM CRO				
5.	Selection of Country CRO				
6.	Enter into contract with Country CRO's				
7.	Approval and Provision of Costs for Country CRO contract				
8.	Inspection and QA of Country CRO				
9.	Selection of Drug Warehousing CRO				
10.	Enter into contract with Drug Warehousing CRO				

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11.	Approval and Provision of Costs for Drug Warehousing CRO contract				
12.	Inspection and QA for Drug Warehousing CRO				
22	MISCELLANEOUS (Note: below is list of other roles and responsibilites which may need considered for studies. As a whole the checklist should be modified to suit individual needs/requirements of each study. Additional consideration may be required depending on countries involved for e.g EU Countries)				
1.	Obtaining appropriate permission to use QoL instruments as well as validated translations				
2.	Pharmacokinetic analyses of Study Drug				
3.	PK report for study drug prior to final analysis				
4.	Pharmacokinetic analyses of concomitant chemotherapy				
5.	PK report prior to final analysis				
6.	Central Pathology Review				
7.	Central Radiology/Imaging Review				
8.	Central Laboratory				

Appendix 2 – Protocol and Country/Group Specific Appendix

To be inserted

Appendix 3 – SAE Flow

Insert SAE flow for study