CLINICAL TRIAL AGREEMENT

between

Dr. **[Insert Principal Investigator’s name]**

**[Insert Principal Investigator’s address]**

(here in after referred to as the “Principal Investigator”)

and

**[Insert Institution’s name]**

**[Insert Institution’s address]**

(here in after referred to as the “Institution”)

and

**[Insert Sponsor’s name]**, trading as **[Insert Sponsor’s name abbreviation]**

**[Insert Sponsor’s address]**

(hereinafter referred to as “**[Insert Sponsor’s name abbreviation]**”)

Protocol number: **[Insert Protocol number]**

[Insert Name and Address] ("SPONSOR") desires to retain [Insert Institution Name and Address] (“Institution”) to conduct a clinical trial(the “Trial”) in relation to [Insert Product Name] (the “Investigational Drug(s)”) effective as of the date this Clinical Trial Agreement (the “Agreement”) is fully executed (the “Effective Date”). In consideration of the mutual promises set forth herein, the parties agree as follows:

IRB original case number of this Agreement:

The Trial shall be stopped in case of matters agreed in the “Termination” paragraph.

Based on the mutual promises, the parties reached the following agreement:

1. RESPONSIBILITY OF INVESTIGATORS AND RESEARCH STAFF

1.1 Principal Investigator. The Trial will be conducted by [Insert Investigator's Name (Principal Investigator)]. Institution agrees to notify Sponsor as soon as practicable if Principal Investigator will be leaving the Institution or is otherwise no longer able to perform the Trial. The appointment of a new Principal Investigator must have the prior approval of Sponsor.

1.2 Co-investigators and Research Staff. Principal Investigator and Institution will ensure that only individuals who are appropriately trained and qualified assist in the conduct of the Trial as co-investigators or research staff.

1.3 Compliance Obligations. Principal Investigator, Institution and Sponsor are responsible for compliance by all Study personnel with the terms of this Agreement, International Conference on Harmonization Good Clinical Practice (ICH GCP) guidelines, the Good Clinical Practice of Taiwan ("Taiwan GCP"), and applicable law, regulation and guidance. Principal Investigator will have overall responsibility for the conduct of the Trial, including all those responsibilities assigned to principal investigators by the relevant regulations governing the conduct of clinical investigations. Institution will provide appropriate oversight of Principal Investigator’s activities within the Institution.

1.4 Debarment. The Institution and the Principal Investigator hereby represent and warrant that neither of them have been debarred or disqualified from carrying out clinical studies nor have any of the individuals involved in the administration of the services for the Trial. If the Institution or the Principal Investigator became aware of the debarment or disqualification, they will immediately notify Sponsor.

2. RESPONSIBILITY OF SPONSOR

SPONSOR is responsible for implementing and maintaining quality assurance and quality control systems with written SOPs to ensure that trials are conducted and data are generated, documented (recorded), and reported in compliance with the protocol, GCP, and the applicable regulatory requirement(s).

3. COMMENCEMENT AND DURATION

3.1 Subject Enrollment. Institution and Principal Investigator have agreed to enroll Human Subjects (defined below) by [date] or after this Agreement is signed unless Sponsor modifies the enrollment period by written notification. A Human Subject is one who meets all Protocol criteria for inclusion in the Trial(“Study Subject(s)”).

3.2 Multi-Center Trials. Institution and Principal Investigator have been made aware of that this is a multi-center Trial and therefore a competitive recruitment situation shall apply. Sponsor may end Human Subject enrollment early if the total enrollment needed for a multi-center trial has been achieved before the end of the enrollment period for this Trial.

4. FUNDING

SPONSOR will provide funding to the Institution for the Trial as delineated in Attachment A (the “Budget”) and subject to the terms specified in this Agreement.

Items and principles included in the funding shall be handled pursuant to “Manufacturer Sponsored Research Project Operation Standards” of the Institution.

Upon the termination of this Agreement, SPONSOR shall pay all costs incurred as at the termination date and before the termination date due to the execution of this Trial. In case of overpayment, SPONSOR shall coordinate to carry out the refund of overpayment as required by the Institution. In respect of residual funds upon termination of Protocol, SPONSOR shall complete the application for refund within one year after closing IRB, in case of overdue application, Institution may not accept the refund application.

If the sponsoring funding of SPONSOR is paid in New Taiwan Dollar, please remit the sum to Hua Nan Commercial Bank Minsheng Branch according to the remittance account and method announced on the website of this HOSPITAL; if it is not paid in New Taiwan Dollar, Institution only takes US Dollar as the collection currency, collection information are as follows:【Please adjust the receiving information according to the actual sending bank】

Beneficiary bank: Yuan Ta Bank LTD

Branch: International Business Dept.

Account name: CHANG GUNG MEDICAL FOUNDATION LINKOU CHANG GUNG MEMORIAL HOSPITAL

Bank account: 0200102121815

5. PROTOCOL

5.1 Principal Investigator will conduct the Trial and Principal Investigator and Institution will perform all Trial-related activities in accordance with the Protocol, including but not limited to obtaining Institutional Review Board/ Independent Ethics Committee (“IRB/IEC”) approval, adverse event reporting, and publications of Trial results, as set out in the Protocol and this Agreement.

5.2 Amendments. The Protocol may be modified only by a written amendment, signed by both SPONSOR and the Principal Investigator and approved by the responsible IRB/IEC (“Amendment”), except for emergency changes necessary to protect the safety of individuals who are enrolled into the Trial in accordance with the Protocol conditions (“Human Subjects), as described in the Protocol.

5.3 No Additional Research. No additional research may be conducted on Human Subjects during the conduct of the Trial or on biological samples collected during the conduct of the Trial unless it is approved by SPONSOR and the responsible IRB/IEC and documented as an Amendment to the Protocol or made subject to mutually agreeable terms otherwise documented by the parties.

6. STUDY CONDUCT

6.1 Charging Human Subjects. Neither Principal Investigator nor Institution will charge a Human Subject or third-party payer for Investigational Drug or for any services reimbursed by SPONSOR under this Agreement.

6.2 Safety Measures and Serious Breaches. Principal Investigator and/or Institution will inform SPONSOR immediately of (a) any urgent safety measurements taken to protect Human Subjects against immediate hazard and (b) any serious breaches of the Protocol, Taiwan GCP or of ICH GCP guidelines of which Principal Investigator or Institution become aware.

6.3 During the execution period of this Protocol, if the Institution needs the assistance of SPONSOR to provide necessary personnel (personnel shall be recruited by SPONSOR or shall be handled by CRO or SMO as appointed by SPONSOR), essential research consumables, drugs and other related items due to research need, SPONSOR shall do its best to cooperate.

6.4 Institution and Principal Investigator agree that SPONSOR, Ethics Committee and regulatory authority may, through prior arrangement, examine relevant materials and facilities during the business hours, SPONSOR shall inform Institution and Principal Investigator one week in advance on the purpose of examination, visitors, specific case in examination and necessary documents, besides, SPONSOR shall comply with the medical record reading regulations of the Institution.

6.5 Subject protection regulation:

(1)For potential research-related injury, the arrangements for medical care, including who will provide care and who is responsible to pay for it, should be defined before the Trial starts. (AAHRPP 1.8 A)

(2)In studies where Sponsors conduct research site monitoring visits or conduct monitoring activities remotely, the Sponsor should promptly reports to the IRB and Principal Investigator of the Chang Gung Memorial Hospital any findings that could affect the safety of participants or influence the conduct of the Trial. (AAHRPP 1.8 B)

(3)When the Sponsor, or its agents, has the responsibility for data and safety monitoring, the Sponsor should provide the reports from data and safety monitoring to the Principal Investigator who forwards them to the IRB and Principal Investigator of the Chang Gung Memorial Hospital within the time specified by Institution or IRB. (AAHRPP 1.8 C)

(4)When findings emerge after the Trial within 2 years has ended that directly affect the safety of past participants and were not anticipated at the time the Trial was designed or conducted, the Sponsor should communicate findings to the IRB and Principal Investigator of the Chang Gung Memorial Hospital by an official letter in order to consider informing participants. (AAHRPP 1.8 E)

(5)If SPONSOR has authorizes other Clinical Research Organization (CRO) to execute this clinical trials, SPONSOR shall attach the Power of Attorney of the authorizing CRO. Regarding the final responsibility for maintaining the quality and completeness of the data of the Trial, SPONSOR shall still be held responsible. (JCIA HRP3.1)

(6)The sponsor ensures that the research data are reliable and valid and the results and reporting are statistically accurate, ethical, and unbiased. (JCIA HRP3)

7. INDEPENDENT ETHICS COMMITTEE OR INSTITUTIONAL REVIEW BOARD

A trial should be conducted in compliance with the protocol that has received prior institutional review board (IRB)/independent ethics committee (IEC) approval/favorable opinion.

8. CONFIDENTIALITY

8.1 Confidentiality Neither the Institution nor the Principal Investigator (nor any of their employees, directors, officers or agents, sub-investigators or research staff) shall disclose to any third party or use for any purpose other than for the performance of the Trial any data, records or other information disclosed to Institution or Principal Investigator by SPONSOR or generated as a result of this Trial (hereinafter, collectively "Confidential Information") without the prior written consent of Sponsor. Such Confidential Information shall remain the confidential and proprietary property of Sponsor and shall be disclosed by Institution and Principal Investigator only to their employees or agents, including sub-investigators and research staff, who “need to know” and who have agreed to terms of confidentiality substantially similar to those terms contained herein. The obligation of nondisclosure shall not apply to the following Confidential Information:

a. Confidential Information that is or becomes publicly available through no fault of Institution and Principal Investigator;

b. Confidential Information that is disclosed to Institution and Principal Investigator by a third party legally entitled to disclose such Confidential Information;

c. Confidential Information that is already known to Institution and Principal Investigator as shown by their prior written records; and

d. Confidential Information disclosed to a government authority or by order of a Court of competent jurisdiction.

8.2 All Confidential Information containing personal data shall be handled in accordance with all applicable laws, including without limitation laws related to the protection of intellectual property and confidential information.

8.3 The confidential obligations will survive after the termination of this Agreement.

9. INTELLECTUAL PROPERTY

Any inventions or discoveries (whether patentable or not), innovations, suggestions, ideas, reports or other intellectual property made or developed by Institution or Principal Investigator in connection with this Trial shall become the sole and exclusive property of SPONSOR. Upon SPONSOR 's request and at SPONSOR’s expense, Institution and Principal Investigator shall take such actions as SPONSOR deems necessary or appropriate to obtain patent or other proprietary protection in Sponsor's name with respect to any of the foregoing. The Institution and the Principal Investigator agree that CRFs, the final report and other results of the Trial, if any, together with any patents, patent applications, inventions, discoveries, modifications and other like forms of protection, and other intellectual property rights and other information not in the public domain which may subsist in any part of the world (“Intellectual Property”) shall also be owned by SPONSOR.

10. DATA PROTECTION AND FINANCIAL DISCLOSURE

10.1 Personal Data. Personal data is any information from which it is possible to identify an individual including, without limitation, Human Subjects. Personal data which concerns health information is sensitive personal data. Personal data collected in the Trial shall include personal data relating to the Principal Investigator, research staff, third parties and possibly Human Subjects (including sensitive personal data relating to Human Subjects) (collectively “Personal Data”) which may be subject to specific legislation relating to the processing, storage, transfer and use of such data. Principal Investigator and Institution will comply with all relevant laws relating to the protection and use of Personal Data and data privacy in its conduct and reporting of the Trial. Principal Investigator and Institution will take all technical and organizational measurement to prevent unauthorized or unlawful processing or accidental loss or destruction of, or damage to, or disclosure of such data. SPONSOR will take appropriate measures to protect the confidentiality and security of all Personal Data that it receives in connection with the Trial. SPONSOR may disclose Personal Data of Principal Investigator and research staff if prior written consent has been obtained from the personnel concerned.

10.2 Use by SPONSOR. Personal Data will be processed and used for the purposes of administration of this Agreement and in connection with the Trial. Information relating to the Principal Investigator, research staff and sub-investigators will be held on one or more databases for the purposes of determining their involvement in future research and in order to comply with any regulatory requirements.

10.3 Financial Disclosure. Where the Trial is deemed by SPONSOR to be a “covered trial” for the purpose of the United States Food and Drug Administration regulation entitled “Financial Disclosure by Clinical Investigators” (the “FDA Regulation”), Principal Investigator agrees, and Principal Investigator and Institution will ensure that any co-investigator or sub-investigator engaged in the Trial agrees, to disclose to SPONSOR all relevant financial and other information (including details of equity interests in SPONSOR or any of its affiliates) relating to the Principal Investigator, co-investigator or sub-investigators, as the case may be (and, where relevant, spouse and dependents of Principal Investigator, co-investigator and/or sub-investigator) as required by SPONSOR in order to comply with the FDA Regulation.

11. INFORMED CONSENT AND SUBJECT RECRUITMENT

11.1 Informed Consent. Principal Investigator will obtain a written informed consent from each Human Subject and will maintain a signed original of that consent in that Human Subject’s record. SPONSOR will provide a template informed consent document for the Trial. Principal Investigator and Institution must not make any changes to this document without the prior written approval of the SPONSOR and the responsible IRB/IEC (including any revisions made during the course of the Trial), such approval to be obtained before the revised informed consent document is used.

11.2 Subject Recruitment. Principal Investigator and Institution will provide SPONSOR an opportunity to review and approve the content of any Trial recruitment materials directed to potential Human Subjects before such materials are used. Article 11.2 applies to all such materials.

12. ADVERSE EVENT REPORTING

12.1 Within 24 hours of first knowledge of any serious adverse event (“SAE”), Institution and Principal Investigator must notify SPONSOR. This applies also for any event that could affect the safety of the trial participants or the conduct of the trial.

12.2 The relevant information should be completed on the "adverse event form". The form must be completed and forwarded to SPONSOR immediately. The Institution and Principal Investigator shall promptly provide SPONSOR any and all information and assistance for SPONSOR to process filing with and report to the competent authority in Taiwan and to comply with the requirement of the ROC Ministry of Health and Welfare and all laws and regulations in Taiwan in connection with any adverse event or SAE under the Trial.

13. INVESTIGATIONAL DRUGS OR INSTRUMENT AND EQUIPMENT

13.1 SPONSOR will provide Institution, at no charge, with sufficient quantities of the Investigational drug that is being studied (“Investigational Drug”) to conduct the Trial. Unless otherwise indicated in Agreement, SPONSOR will also provide at no charge, or cover the costs of, any other Protocol-required drugs (e.g., placebo, comparator drug, concomitant drug). Any other Protocol-required product that SPONSOR provides or covers the cost of is, together with the Investigational Drug, considered "Investigational Product."

13.2 Custody and Dispensing. Principal Investigator and Institution will maintain appropriate control of supplies of Investigational Product and will not administer or dispense it to anyone who is not a Human Subject, or provide access to it to anyone except Study personnel. Principal Investigator and Institution will store Investigational Product as specified by SPONSOR and according to applicable regulatory requirements.

13.3 Use. Principal Investigator and Institution will use Investigational Product only as specified in the Protocol. Any other use of Investigational Product constitutes a material breach of this Agreement.

13.4 Ownership of Investigational Drug. Investigational Drug is and remains the property of SPONSOR. Except for, and limited to, the use specified in the Protocol, SPONSOR grants Principal Investigator and Institution no express or implied intellectual property rights in the Investigational Drug or in any methods of making or using the Investigational Drug.

13.5 The Institution may agree to accept instruments and equipment, which are available in market, donated or borrowed by the SPONSOR. Such instruments and equipment shall be numbered by the experiment institute and included in the Institution’s fixed asset management. The Institution shall reject SPONSOR’s donation or lending of instruments and equipment which are not available in the market and shall handle such instruments and equipment in accordance with the experiment institute’s borrowing rules. Furthermore, the SPONSOR shall be responsible for regular maintenance, repair and expenses in relation to the medicinal materials, as well as for presenting repair records to the experiment institute for review and safekeeping.

14. TRIAL DATA, BIOLOGICAL SAMPLES, AND TRIAL RECORDS

14.1 Trial Data. During the course of the Trial, Principal Investigator will collect certain data as specified in the Protocol and submit it to SPONSOR, SPONSOR’s agent, or representative (“Study Data”). Principal Investigator will ensure accurate and timely collection, recording, and submission of Trial Data, including adhering to timelines for data entry set out in the CRF Completion Requirements document or other data entry requirements document provided to Institution by SPONSOR.

(1)Ownership of Trial Data. Subject to Principal Investigator’s right to use the Trial Data to publish the results of the Trial in accordance with Section 16 of this Agreement (Publications), SPONSOR is the exclusive owner of all Trial Data.

(2)Medical Records. Human Subject-related medical records that are not submitted to SPONSOR may include some of the same information as is included in Trial Data; however, SPONSOR makes no claim of ownership to those documents or the information they contain.

(3)Data Review. SPONSOR will review the Trial Data it receives on an ongoing basis. SPONSOR will comply with applicable regulations or local laws requiring notification of participating Principal investigators of new safety information about the SPONSOR Drug. SPONSOR will notify Principal Investigator and Institution of any other new information of which SPONSOR becomes aware that could affect the safety of the Human subjects or influence the conduct of the Trial.

(4)Trial Results. After analysis of Trial Data from all sites is complete, SPONSOR will provide Principal Investigator and Institution with a summary of the overall results of the Trial. If the results show that Human Subject safety could be adversely affected, SPONSOR, in consultation with the IRB/IEC as appropriate, will cooperate with Principal Investigator and Institution to ensure that those results are appropriately communicated to the Human Subjects by Principal Investigator and/or Institution during the 2 year period following the close of the Trial.

14.2 Biological Samples. If so specified in the Protocol and the informed consent document , Principal Investigator may collect and provide to SPONSOR or SPONSOR’s designee the biological samples (e.g., blood, urine, tissue, saliva, etc.) obtained from Human Subjects for testing that is not directly related to subject care or safety monitoring, such as pharmacokinetic, pharmacogenomic, or biomarker testing (“Biological Samples”).

(1) Use. Principal Investigator and Institution will not use Biological Samples collected under the Protocol in any manner or for any purpose other than that described in the Protocol. SPONSOR will use Biological Samples only in ways permitted by the informed consent document under which they were obtained, which shall not be used for other purposes. In case of the breach of the Agreement, Sponsor should immediately put an end to the use of Biological Samples in breach of the Agreement, and compensate to Institution for all damages and expenses incurred from the handling (whether successful or not) of all legal proceedings (including any reasonable legal and expert charges and expenses).

(2) Analysis Data. SPONSOR or SPONSOR’s designees will test Biological Samples as described in the Protocol. If SPONSOR provides Biological Sample Analysis Data to Principal Investigator or Institution, that data will be subject to the permitted use provisions of Section 14.1 (Trial Data) of this Agreement and Section 16 (Publications) considered part of Trial Data for purposes of this Agreement and may be used by Principal Investigator to prepare publications of the results of the Trial(see Section16, Publications)..

(3) Ownership. SPONSOR is the exclusive owner of all Biological Sample Analysis Data.

14.3 Trial Records. Institution will retain each Human Subject’s Trial records, which include the Principal Investigator’s copies of all Trial Data as well as relevant source documents (collectively, “Trial Records”), under storage conditions conducive to their stability and protection, for a period of fifteen (15) years after termination of the Trial unless SPONSOR authorizes, in writing, earlier destruction. Principal Investigator and Institution agree to contact SPONSOR prior to destroying any records and further agree to permit SPONSOR to ensure that the records are retained for a longer period if necessary, at SPONSOR’s expense, under an arrangement that protects the confidentiality of the records (e.g., secure off-site storage).

15. MONITORING, INSEPCTIONS, AND AUDITS

15.1 Monitoring. SPONSOR will monitor the Trial. In addition, SPONSOR or an external service provider acting on its behalf is entitled at its absolute discretion (and in such form as SPONSOR sees fit) to monitor and audit the conduct of the Trial. Upon reasonable notice and during regular business hours, Principal Investigator will make himself/herself and any other investigators or research staff working under his/her direction and control available to SPONSOR representatives as required to allow SPONSOR to monitor Trial conduct. Upon reasonable notice and during regular business hours, Institution will permit SPONSOR representatives access to the premises, facilities, Trial Records, and any investigators and research staff who are Institution employees or contractors as required to monitor Trial conduct. SPONSOR will promptly notify Principal Investigator of any monitoring findings that could affect the safety of Human Subjects or influence the conduct of the Trial. Principal Investigator will inform Institution and Human Subjects of such findings it is appropriate.

15.2 Inspections and Audits. Principal Investigator and Institution acknowledge that the Trial is subject to inspection by regulatory agencies worldwide and that such inspections may occur after completion of the Trial and may include auditing of Trial Records. SPONSOR may also audit Trial Records during or after the Trial as part of its monitoring of Trial conduct.

(1) Notification. Principal Investigator will notify SPONSOR as soon as reasonably possible if the site is inspected or scheduled to be inspected by a regulatory agency in relation to the Trial.

(2) Right to be Present. If not prohibited by law, SPONSOR will have the right to be present during, and participate in, any such inspection, audit, investigation, or regulatory action.

(3) Cooperation. Principal Investigator and Institution will cooperate with regulatory agency or SPONSOR representatives in the conduct of inspections and audits and will ensure that Trial Records are maintained in a way that facilitates such activities.

(4) Resolution of Discrepancies. Principal Investigator will promptly resolve any discrepancies that are identified between the Study Data and the subject’s medical records.

(5) Inspection Findings and Responses. Principal Investigator or Institution will promptly forward to SPONSOR copies of any inspection findings that Principal Investigator or Institution receives from a regulatory agency in relation to the Trial. Whenever feasible, Principal Investigator and Institution will also provide SPONSOR with an opportunity to prospectively review and comment on their responses to such regulatory agency inspections in regard to the Trial or information from a regulatory agency that could have an impact on the Trial.

16. PUBLICATIONS (AAHRPP 1.8 D)

Notwithstanding the obligations of Confidentiality set forth above, Institution and/or Principal Investigator will be free to publish and present the results of the Human Subject to the following conditions: Institution and/or Principal Investigator will provide SPONSOR with a copy of any proposed publication or presentation for review and comment at least forty-five (45) days prior to such presentation or submission for publication. At the expiration of such forty-five (45) day period, Institution and/or Principal Investigator may proceed with the presentation or submission for publication unless SPONSOR has notified Institution and/or Principal Investigator in writing that such proposed publication and/or presentation discloses SPONSOR’s confidential and proprietary technical information. SPONSOR shall inform Institution and/or Principal Investigator in writing of any changes or deletions in such presentation or publication necessary to protect SPONSOR’s confidential and proprietary technical information and Institution and Principal Investigator hereby agree to make any such changes or deletions prior to publication. Further, upon the request of SPONSOR, Institution and Principal Investigator will delay publication or presentation for up to ninety (90) days to permit SPONSOR to take necessary actions to protect its intellectual property interests

To the extent that the Institution's participation in the Protocol is a part of a multi-centertrial, Institution and Principal Investigator agree that an initial Public Presentation of their results shall occur only together with the other sites unless specific written permission is obtained in advance from Sponsor for Public Presentation of separate results. SPONSOR shall advise as to the implications of timing of any Public Presentation in the event clinical trials are still in progress at sites other than the Institution's and any institution participating in a multi-center trial shall follow the Public Presentation review procedures set forth in this Article. Institution and Principal Investigator may publish their results in accordance with this Agreement if a joint publication is not completed within eighteen (18) months after completion of the Trial at all Trial sites and locking of the database.

17. INDEMNIFICATION

17.1 SPONSOR indemnifies and holds harmless the Principal Investigator and Institution and their employees and agents, including sub-investigators and research staff, against all claims and proceedings (to include any settlements or ex gratia payments made with the consent of the parties hereto and reasonable legal and expert costs and expenses) made or brought (whether successfully or otherwise) by or on behalf of Human Subjects taking part in the Trial(or their dependents) against the Principal Investigator or Institution or any of their employees or agents, including sub-investigators and research staff, for personal injury (including death) to Human Subjects arising out of or relating to the administration of the Investigational Product under investigation or any clinical intervention or procedure provided for or required by the Protocol to which the Human Subjects would not have been exposed but for their participation in the Trial.

17.2 The above indemnification by SPONSOR shall not apply to any such claim or proceeding:

(1) to the extent that such personal injury (including death) is caused by the negligence or wrongful acts or omissions or breach of statutory duty of the Principal Investigator, Institution, or their employees or agents, including sub-investigators and research staff;

(2) to the extent that such personal injury (including death) is caused by the failure of the Principal Investigator, Institution, or their employees or agents, including sub-investigators and research staff, to conduct the Trial in accordance with the Protocol;

17.3 SPONSOR shall keep the Principal Investigator and/or Institution and its legal advisers fully informed of the progress of any such claim or proceeding, will consult fully with the Institution on the nature of any defense to be advanced and will not settle any such claim or proceeding without the written approval of the Principal Investigator and/or Institution (such approval not to be unreasonably withheld).

18. TERMINATION

18.1 Termination Events. Termination of this Agreement will be triggered by the earlier of any of the following events.

(1) Trial Completion. This Agreement will be terminated when the Trial is complete, which means the conclusion of all Protocol-required activities for all enrolled Human Subjects.

(2) Early Termination of Trial. This Agreement will terminate or suspend if the Trial is terminated or suspended early as described below.

a. Termination of Trial Upon Notice. SPONSOR may terminate or suspend the Trial for any reason upon 30 days’ written notice to Institution.

b. Immediate Termination of Trial by SPONSOR. SPONSOR may terminate or suspend the Trial immediately upon written notice to Institution for causes that include failure to enroll Human Subjects at a rate sufficient to achieve Trial performance goals; material unauthorized deviations from the Protocol or reporting requirements; circumstances that in SPONSOR’s opinion pose risks to the health or well-being of Human Subjects; or regulatory agency actions relating to the Trial or the Investigational Drug; or any non-compliance by the Institution or Principal Investigator with the terms of local laws or non-compliance with the terms of Anti-Bribery and Anti-Corruption including in circumstances when SPONSOR becomes aware (a) that improper payments are being or have been made to Government Officials or any other person by the Institution, Principal Investigator or those acting on behalf of the Institution or Principal Investigator with respect to services performed on behalf of SPONSOR, or (b) that the Institution, Principal Investigator or those acting on behalf of the Institution or Principal Investigator with respect to services performed on behalf of SPONSOR has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business interest from or to any other person or entity.

c. Immediate Termination of Trial by Principal Investigator or Institution. Principal Investigator or Institution may terminate the Trial immediately upon notification to SPONSOR if requested to do so by the responsible IRB/IEC ,or if such termination is required to protect the health or wellbeing of Human Subjects, or if SPONSOR breaches this Agreement and is notified in writing by the Institution but fails to complete the correction within thirty (30) of receiving the notification.

18.2 Payment upon Early Termination. If the Trial is terminated early, SPONSOR will pay for work already performed, in accordance with Attachment A, less payments already made for such work. SPONSOR will also cover any non-cancelable expenses, other than future personnel costs, so long as they were properly incurred and prospectively approved by SPONSOR and only to the extent they cannot reasonably be mitigated. If the Trial cannot be initiated because of disapproval by the IRB/IEC and through no fault of Institution, SPONSOR will reimburse Institution for IRB/IEC fees and for any other expenses that were prospectively approved, in writing, by SPONSOR. Notwithstanding the above, the Institution and Principal Investigator shall be liable for damages or remedies as provided by law. SPONSOR will not be entitled to any further payment if the Agreement is terminated for non-compliance with the terms of Anti-Bribery and Anti-Corruption of this Agreement, regardless of any activities undertaken by the Institution or Principal Investigator or agreements, which shall be responsible by the Institution and/or Principal Investigator, with third parties entered into prior to termination which concern the Trial.

18.3 Return of Materials. Unless SPONSOR instructs otherwise in writing, upon termination of the Agreement, Principal Investigator and Institution will promptly return, in accordance with SPONSOR instructions, all materials supplied by SPONSOR for Trial conduct, including unused Investigational Drug, unused Case Report Forms, and any SPONSOR-supplied Equipment and Materials. Where the above materials cannot be provided to the Human Subject for use pursuant to the provisions of laws and regulations and Protocol or due to exceeding the service life; SPONSOR shall return them within sixty days after informed by Institution, in case of delay, Institution may send the material to SPONSOR through “recipient paid” express delivery, and relevant risks in the course of delivery shall be borne by SPONSOR.

19. USE OF NAME AND COMPENSATION

19.1 Unless required by decrees or prior written consent of Institution, Sponsor shall not use the name or alias of Institution or Principal Investigator in any advertising or sales promotion material or in any statement related to pharmaceuticals of the clinical trial, neither shall it express or imply any commercial product or service approved by Institution or Principal Investigator. Without prior written consent of Sponsor, Institution or Principal Investigator shall not be use names of Sponsor and its any employee in any advertisement.

19.2 In case of the breach of the provision of 19.1, Sponsor shall immediately withdraw the relevant advertisement, sales promotion material or statement and make corrections, and compensate to Institution for all damages and expenses incurred from the handling (whether successful or not) of all legal proceedings (including any reasonable legal and expert charges and expenses), as well as additional punitive liquidated damages of NT$ 5,000,000 by the piece (for example, advertising material is counted by the “sheet”, and advertisement is counted by the “number of times”). *《The following can be added to Clause 19.2 depend on the type of the trial: Food, food of special nutrients, cosmetics and commodities that can be purchased directly by the public through open trade(e.g., internet, physical store, TV shopping, etc.)》*

20. INDEPENDENT CONTRACTOR

The Principal Investigator/Institution and their staff are acting as independent contractors of SPONSOR and shall not be considered the employees or agents of SPONSOR. SPONSOR shall not be responsible for any employee benefits, pension, labor allowance , withholding, or employment-related taxes as to the Principal Investigator/Institution or their staff.

21. ANTI-CORRUPTION

a. Institution and Principal Investigator represent and warrant that neither they nor any individual or entity acting on their behalf, nor any payee under this Agreement, will, directly or indirectly, offer or pay, or authorize an offer or payment of, any money or anything of value to any Public Official (defined below) or public entity, with the knowledge or intent that the payment, promise or gift, in whole or in part, will be made in order to influence an official act or decision that will assist SPONSOR or the Institution in securing an improper advantage or in obtaining or retaining business or in directing business to any person or entity.

b. Institution and Principal Investigator represent and warrant that neither they, nor any payee under this Agreement, nor any person or entity acting on their behalf is a Public Official with the ability to influence an official act. Institution will notify SPONSOR in writing if Principal Investigator a payee or any person or entity acting on Institution’s behalf becomes a Public Official with the ability to influence an official act during the term of this Agreement.

c. Without prejudice, and in addition to the above, Institution and Principal Investigator hereby represents, warrants and undertakes that neither Institution nor Principal Investigator nor any of their employees or agents has ever or will ever offer, promise or give a bribe (in any form, including without limitation payments, gifts or other benefits) directly or indirectly via an intermediary or agent to any Public Official (including without limitation an official or agent of any pharmaceutical regulatory authority, other governmental authority or public international organization) or other third party or otherwise for the purpose of securing an improper advantage, obtaining or retaining business or a business advantage or the improper performance of a Public Official function or activity.

d. In addition to other rights or remedies under this Agreement or at law, SPONSOR may terminate this Agreement if Institution breaches any of the representations or warranties contained in this Section or if SPONSOR learns that improper payments are being or have been made to Public Officials or any other third party by Institution or any individual or entity acting or its behalf.

e. For the purposes of this Agreement, “Public Official” means any officer or employee of a government, a public international organization or any department or agency thereof, or any person acting in an official capacity, including, for a public agency or enterprise; and any political party or party official, or any candidate for public official.

22. APPLICABLE LAW AND JURISDICTION

This Agreement, and all disputes and/or claims arising under this Agreement, shall be interpreted and governed by the laws of Taiwan, without regard to conflict of laws principles.

The parties will endeavor to settle amicably any dispute from or in connection with this Agreement. In case a dispute is brought before a court of law, the courts of Taiwan will have sole jurisdiction over the litigation, and the court where the Institution is located shall be the court of first instance jurisdiction.

23. MISCELLANEOUS

23.1 Entire Agreement: This Agreement, including all exhibits hereto, contains the entire understanding of the parties with respect to the subject matter herein and supersedes all previous agreements and undertakings with respect thereto. In the event of a conflict between provisions of the Protocol and this Agreement or any exhibits hereto, the Protocol shall control with respect to matters of science, medical practice, and Human Subject safety. In all other matters, the provisions of this Agreement shall control. None of this Agreement or any of its terms, including any attachment or exhibit hereto, may be amended, restated or otherwise altered except by written agreement signed by the parties.

23.2 Severability: If any provision, right or remedy provided for herein is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected thereby.

23.3 Waiver: Waiver or forbearance by either party with respect to a breach of any provision of this Agreement or any applicable law shall not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

23.4 Notice Any notice required or permitted to be given hereunder by either party hereto shall be in writing and shall be deemed given on the date received if delivered personally, by recognized overnight courier, or by facsimile, or five (5) days after the date postmarked if sent by registered or certified mail, return receipt requested postage prepaid, to the following address:

If to Institution: **[Insert Institution’s Name]**

**[Insert Institution’s Address]**

Telephone: **[Insert Institution’s Phone Number]**

Facsimile: **[Insert Institution’s Facsimile Number]**

Attn.:

If to Principal Investigator: **[Insert** Principal **Investigator’s Name]**

**[Insert** Principal **Investigator’s Address]**

Telephone: **[Insert** Principal **Investigator’s Phone Number]**

Facsimile: **[Insert** Principal **Investigator’s Facsimile Number]**

Attn.:

If to Sponsor: **[Insert Sponsor’s Name]**

**[Insert Sponsor’s Address]**

Telephone: **[Insert Sponsor’s Phone Number]**

Facsimile: **[Insert Sponsor’s Facsimile Number]**

Attn.:

Any party may change its notice address and contact person by giving notice of same in the manner herein provided.

INSTITUTION: CHANG GUNG MEDICAL FOUNDATION (TAIPEI, LINKOU, KAOHSIUNG, CHIAYI, YUNLIN, KEELUNG, TAOYUAN, TUCHENG) CHANG GUNG MEMORIAL HOSPITAL

[Please fill in according to the contracted district]

Director:

Address: Tel:

SPONSOR: Legal Representative:

Address: Tel:

PRINCIPAL INVESTIGATOR:

Address: Tel:

Date: (the Republic of China calendar)

Attachment A – Budget

|  |  |  |
| --- | --- | --- |
| In the \_\_\_\_\_\_ Year  (List of sponsored items and amount, please compile funding of each year) | | |
| Item | Funding Budget | Explanation  (The following are common sponsored funding items. Please amend according to the actual sponsored items) |
| Staff Fee (A) |  | 1. X(S)**M**RP research：Limited to compilation of the fee of the Principal Investigator, if no fee of the Principal Investigator is compiled, “Statement that no fee of the Principal Investigator is charged” should be attached. 2. X(S)**P**RP research：Principal Investigator initiated (included partial sponsorship from sponsors) research shall not be allocated the fee of the Principal Investigator, and “Statement that no fee of the Principal Investigator is charged” should be attached. If the research nurse or research assistant personnel expenses are sponsored by a sponsor and appointed by the PI, they may be allocated here and paid. |
| Fee of consumable materials and medicines (E) |  | Taking Human Subject-related expenses as the principle, such as registration fees of subjects, expenses related to outpatient service, test/examination fees, treatment fees, related consumables for treatment (e.g. dressing), hospitalization expenses, nutrition fees, traffic/accommodation allowance of subjects and caregivers, medical service fees (e.g. image interpretation/analysis fee, technical service fee, etc. to be compiled according to charging standards formulated by various departments of this Hospital and incorporated into incomes of this Hospital and then allocated to individuals according to their performance in each department), health education fee, charges for diagnosis and treatment by doctors, and handling and storage costs of human subjects’ samples (funding of which is to be compiled according to charging standards of this Hospital), etc.The standard of various clinical trial test/examination fees: health insurance payment items are priced at 1.5 times the premium, and health insurance non-payment items are priced at the hospital's own expense price plus 1.5 times. |
| Instrument and equipment fee (F) |  | Procurement of clinical trial supplies, equipment, instruments and maintenance fees. |
| Other fee of Study (Z) |  | (1)Compilation according to charging standards of this Hospital: Expenses of information system support, biostatistics support, etc.; if an application needs to be submitted to the tissue bank for samples in the research, sample application review fee (NT$ 2,000) per application per case needs to be compiled.  (2)Actual payment according to the amount of expenses:  A.Study related office consumables: Seal engraving fee, stationery fee, photocopying fee, photocopying paper, postal and telecommunications fee, related consumables of MFP/fax machine, storage cabinet of documents related to the research, etc.  B.Study related equipment or consumables: Experimental consumables or reagents, blood drawing peripheral consumables (e.g. sterile cotton ball, gauze, cotton swab, injection syringe, blood sampling scalp needle, medical tape, etc.), study instrument calibration fee, glucose meter/blood pressure meter/oximeter/ear thermometer/thermometer/centrifuge and related consumables, refrigerator, cooler bag, light-avoiding medicine box, goggles, alcohol pad, gloves, research locker, zipper bag, etc.  C.Computer peripheral consumables and maintenance: Tablet computer, computer and computer peripheral equipment fees, scanner, DVD/CD-RW, information software, USB, battery, CD, etc.  D.Study related training: Clinical trial related training and certification examination registration fees, such as BLS course, GCP course, etc.  E.Study-related travel expenses: Sponsoring targets shall be limited to be Principal Investigator and experiment team members, and the contract shall specify the sponsored items (such as travelling expense, accommodation expense, meal charge, etc.) and sponsorship amount. If not specified, “Management Measures on Business Trips” of this Hospital shall be followed.  F.Others: Clinical trial liability insurance premium, document storage fee, internet access fee, remittance charge, IRB review fees for XPRP researches, etc. |
| Management fee(K) |  | For total funding less than NT$ 1 million, 15% of the total paid-in sum is allocated according to the account in the current year [management fee = total funding ÷0.85×0.15]; for total funding more than NT$ 1 million, 5% is allocated as management fee [management fee for the part in excess of NT$ 1 million = (total funding-1 million) ÷0.95×0.05]; the allocation of NT$ 10,000 from the annual planned management fee shall be the lower limit (including without the aforementioned sponsoring funding compiled (Items A, E, F, Z)) in the current year. |
| Fee of researchers employed by this Hospital (Q) |  | They refer to the personnel costs of the research assistant and research nurse appointed by the Clinical Trial Center under the entrustment of the Sponsor. After the Sponsor compiles the funding budget of these costs, the reasonableness of which shall be reviewed by the Clinical Trial Center. If there is no need to appoint a research assistant and research nurse to assist in the implementation of the scheme, the Principal Investigator’s statement on having not appointed a research assistant / research nurse shall be attached. |
| Non-working hours attendance allowance for pharmacists in our hospital (U) |  | Refers to the subsidy fee for the trial sponsor to assign the designated pharmacist of this hospital to perform the distribution and management of clinical trial drugs during non-working hours (such as temporary demand on night and holiday) due to medication needs. The attendance allowance for the attending pharmacist is compiled by the sponsor (NT$5,000/per time, no more than 4 hours each time) and transportation allowance (NT$1,000/per time, one round trip is calculated as the unit of calculation) |
| Drug research management Fee(S) |  | □A basic setting fee of NT$ 15,000will be charged for the first year, and will be charged annually according to storage conditions at different temperatures. If there are more than two storage methods at the same time, the one with higher cost will be taken as the basis of pricing:  □Room temperature NT$ 26,000, □Refrigeration NT$ 31,000, □Freezing NT$ 38,000.  Note: For this item, Drug Management Fee Assessment Form should be attached, which is to be passed on by the Clinical Trial Center to the specific pharmacist for the experiment in the Hospital for review. |
| Initial fee of trail (J) |  | For applicable drug clinical trial, Phase I or II of drug clinical trial: NT$ 100,000 per case; Phase III or IV: NT$ 50,000 per case. The judgement basis of these costs shall be based on the Experiment Categories and Planned Phases submitted to IRB of this Hospital. In the case of a drug clinical trial case in Phase II-III , it shall be charged according to the Phase II standard.  □Non-drug clinical trial case: No trial initial fee is charged.  □Drug clinical trial case: □Phase I/II/II-III: NT$ 100,000, □Phase III/IV: NT$ 50,000. |
| Total  in \_\_year |  |  |