長庚醫療財團法人

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廠商贊助研究計畫作業準則

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本著作非經著作權人同意,不得轉載、翻印或轉售。

著作權人:長庚醫療財團法人

錄

		草	負
		別	次
第一章	總則		
	1.1 依據	1-	1
	1.2 政策	1-	1
	1.3 目的	1-	1
	1.4 適用範圍	1-	1
第二章	申請流程		
	2.1 簽訂合作備忘錄	2-	1
	2.2 X 類之合約及費用帳號申請審理流程	2-	1-2
	2.3 S 類之合約及費用帳號申請審理流程	2-	2
第三章	經費		
	3.1 經費編列	3-	1
	3.2 經費支用	3-	1-2
第四章	變更、延期、撤銷		
	4.1 變更、延期、撤銷	4-	1
第五章	主持人自行發起、廠商贊助部份經費案件		
	5.1 主持人自行發起、廠商贊助部份經費案件	5-	1
第六章	試驗主持人之職責		
	6.1 主持人執行廠商贊助之研究應遵守事項	6-	1-2
第七章	附則		
	7.1 實施與修訂	7-	1

附件一合作備忘錄(中、英文版本)	• А	1-7
附件二合約及費用帳號申請審理流程圖	Α	8-9
附件三臨床試驗合約書【三方合約-廠商委託】	Α	10-20
附件四臨床試驗合約書【三方合約-主持人自行發起】…	Α	21-27
附件五長庚醫院「臨床試驗合約書」申請及審查表(依照本	Z.	
院範本)	Α	28-29
附件六長庚醫院「臨床試驗合約書」申請及審查表(未依照		
本院範本)	. А	30-33
附件七廠商贊助研究計畫合併審查送審文件確認清單…	Α	34-36
附件八廠商贊助研究計畫核定清單	Α	37
附件九廠商贊助人體研究計畫申請表-首次申請	. А	38
附件十廠商贊助人體研究計畫案號續申請確認清單…	Α	39
附件十一廠商贊助人體研究計畫申請表-續申請	. А	40
附件十二未收取試驗主持人費聲明書	. A	41
附件十三未聘任研究助理/護師聲明書	Α	42
附件十四 XMRPG 經費繳款流程	. А	43-44
附件十五廠商贊助研究計畫延期/變更/撤銷申請表	Α	45
附件十六派駐人員之工作規定	Α	46
附件十七廠商贊助計畫研究助理登錄申請表	Α	47
附件十八廠商贊助計畫研究助理臨時識別證申請表	Α	48
附件十九廠商贊助計畫助理報到須知	Α	49
附件二十廠商贊助研究助理/護師教育訓練清單(新進)	Α	50
附件二十一廠商贊助研究助理/護師教育訓練清單(續任)	Α	51
附件二十二廠商贊助計畫研究助理臨時識別證延期變更		
申請表	Α	52
附件二十三廠商贊助計畫研究助理離職通知書	Α	53
附件二十四廠商贊助研究計畫-研究助理職務說明書	Α	54
附件二十五廠商贊助研究計畫-研究護師職務說明書	Α	55
附件二十六廠商贊助研究計畫助理年資認定確認清單…	Α	56
附件二十七多國多中心臨床試驗案件計畫主持人聲明書	A	57
附件二十八廠商贊助研究計畫研究助理新進任用核定表.	Α	58
附件二十九廠商贊助研究計畫研究助理年度工作考核表.	Α	59
附件三十個人資料蒐集告知條款及同意書	Α	60-61
附件三十一廠商贊助人體研究藥品管理費評估表	Α	62
附件三十二英文臨床試驗合約書參考範本:廠商委託		
附件三十三英文臨床試驗合約書參考範本:三方合約-主		
持人自行發起		
附件三十四英文版合約內容項目申報表		

第一章 總 則

1.1 依據

依據「長庚醫學研究計畫管理辦法」及「人體試驗作業管理辦法」訂定。

1.2 政策

為合理規範本院與院外廠商合作研究計畫雙方的權利與義務,使研究案得以順利進行,並保障受試者安全權益。計畫主持人與院外研究機構合作進行研究者,其研究計畫及臨床試驗合約書,應依規定呈報核准且完成簽約後,始得進行。

1.3 目的

為使廠商贊助本院人員執行研究計畫,其研究案號之申請程序、合約簽署、經費編列及核銷,以及研究相關人員等之管理有所遵循,特訂立本準則。

1.4 適用範圍

- 1. 依本院研究計畫分類原則,非屬行政院科技部(N類)、財團 法人國家衛生研究院(H類)、教育部(E類)、衛福部暨下屬 機構(P類)、其他政府機關(G類)及本院關係企業(F類) 之院外研究機構所補助之研究計畫,統稱廠商贊助研究計畫(S 類),悉依照本準則辦理。
- 2. 廠商所贊助之研究計畫如為人體研究需經人體試驗倫理委員會核准者(X類),另應依據「人體試驗作業管理辦法」辦理。除此,如涉及基因研究或將生物資料外送,另應依「人體生物資料庫管理作業辦法」及「研究用生物資料外送作業準則」辦理。如為動物實驗需經動物實驗委員會核准(S類)。

第二章 申請流程

- 2.1 試驗執行院區應與臨床試驗贊助廠商簽訂合作備忘錄【如附件一】,以維護本院權益。如有授權 CRO 者,應依授權書的授權內容與範圍認定應簽訂合作備忘錄者,若無原廠完整授權所有臨床試驗計畫權責項目者,則應由原廠簽訂合作備忘錄。
- 2.2 X 類之合約及費用帳號申請審理流程【附件二】:合約應載明 IRB 原案號,並約定合約生效日且持續生效至試驗完成日止,惟如 IRB 不核准或試驗依約定或規定提前終(中)止者,應自動終止。申請者得於申請 IRB 審查時平行送審合約簽署及 XMRP 帳號申請相關文件,惟於取得 IRB 同意證明(另醫療法所稱之人體試驗案及應用人體生物資料庫檢體進行之案件,尚需經衛福部核准,方可進行)後申請人始得辦理合約之用印,完成合約簽署後即核給 XMRP 帳號。
 - 1.依照本院臨床試驗合約書範本者(【附件三】或【附件四】):
 - (1)主持人應依照「廠商贊助研究計畫合併審查送審文件確認清單」【附件七】檢附相關文件並填寫「長庚醫院臨床試驗合約書申請及審查表(依照本院範本)【附件五】」、「廠商贊助人體研究計畫申請表-首次申請」【附件九】,將申請文件送至院區醫研部,由院區醫研部專人收件後,應進行文件確認及經費審查,並視需要會簽法務人員意見後,呈送院區管理部審核,議定之合約內容,須呈報院長核准後簽約用印。合約經核准後由業務承辦人員開立計畫案號,以合約生效日為帳號起始日,並將「廠商贊助研究計畫核定清單」【附件八】交由計畫主持人、會計處、藥劑部(科)(如非藥品試驗則免)據以執行。
 - 2.未依照本院臨床試驗合約書範本者:
 - 主持人應依照「廠商贊助研究計畫合併審查送審文件確認清單」 【附件七】檢附相關文件並填寫「長庚醫院臨床試驗合約書申請及審查表(未依照本院範本)」【附件六】、「廠商贊助人體研究計畫申請表-首次申請」【附件九】,送至各院區醫研部由院區醫研部專人收件後,應進行文件確認及經費審查,並會簽法務人員意見(或其他相關單位)後,呈院區管理部審核,議定之合約內容,須呈報院長核准後簽約用印。合約經核准後的用印。合約經核准後數所,以合約生效日為帳號起始日,並將「廠商贊助研究計畫核定清單」【附件八】交由計畫主持人、會計處、藥劑部(科)(如非藥品試驗則免)據以執行。
 - 3.本體系多中心執行案件,申請流程由單一院區先行審理,並於該院區合約用印完成後,檢送該院區合約書影本及相關文件予其他院區核備用印。本院多中心合約書送審順序得依以下兩項流程擇一辦理:

- (1)依照林口(台北)、高雄、嘉義(雲林)、基隆、桃園等順序送審。
- (2)由本院計畫總主持人所屬院區發起審理通過後,其他院區 追認。
- 4.若本院給予審查建議後,申請者之回覆意見經法務及醫研部覆審時,廠商或主持人仍未修正或有爭議致審查進度停滯不前之案件,由醫研部協助邀集相關單位(廠商、主持人、法務或臨床試驗中心等)開會討論後,決議呈報院長裁示。
- 5.廠商應回覆天數為 10 個工作天,若案件未於醫研部初審後 30 個日曆天內回覆者,則視同撤案;重新送件審查費每案每次新台幣三萬元整,應由申請者檢附廠商名稱與統一編號、繳款單、匯款單及回郵信封,院區醫研部始辦理收案及入帳作業。惟於撤案日前以書面提出報備延長作業時限者,得不列入撤案辦理,且每次延長以 15 個日曆天為限。
- 6.合約變更應依照『未依照本院臨床試驗合約書範本者』規定, 並增附原合約辦理。
- 7.試驗帳號一年度使用一帳號,可於首次申請時,依據本院 IRB 同意試驗證明開放一次申請多年期帳號。多年期計畫主持人應於原 XMRP 帳號到期日前依「廠商贊助研究計畫案號續申請確認清單」【附件十】檢附相關文件並填寫「廠商贊助人體研究計畫申請表-續申請」【附件十一】送至各院區醫研部,經核准後由業務承辦人員開立計畫案號,並將「廠商贊助研究計劃核定清單」【附件八】交由計畫主持人、會計處、藥劑部(科)(如非藥品試驗則免)據以執行。
- 2.3 S 類之合約及費用帳號申請審理流程
 - 1.合約申請審理流程
 - (1)申請文件:與贊助廠商議定研究合作內容後,將中文摘要或中文計畫書及合約書草約等相關文件,以簽呈呈報院區醫研部。 贊助經費比照 X 類審理方式辦理。
 - (2)收件部門:院區醫研部專人收件後,依文件內容會法務人員意 見,呈報院長核准後簽約用印。
 - 2.費用核定部門及流程:依簽呈、合約書、贊助項目與金額明細表等文件,審查通過後由院區醫研部開立計畫案號建檔,將「廠商贊助研究計畫核定清單」【附件八】交計畫主持人、會計處據以執行。

第三章 經費

- 3.1 經費編列:試驗相關經費應依以下項目編列及匯入 XMRP 帳號使用。
 - 1.人事費:限計畫主持人費;若無編列計畫主持人費,請檢附未收取主持人費之聲明文件【附件十二】。人事費不得編列研究助理、研究護師之費用。研究助理之聘雇,由贊助廠商自行聘用,派駐本院協助計畫主持人執行研究;如無需聘任研究助理/護師協助計劃執行者,應檢附未聘任研究助理/護師聲明書【附件十三】。
 - 2.消耗性材料藥品費:受試者掛號費、門診相關費用,各項檢驗、 檢查、治療費、住院費、營養費,受試者與陪伴者之車馬、食 宿補助費、醫事服務費、衛教費用及醫師診療費等。
 - 3. 儀器設備費:貴重儀器使用費等。
 - 4.業務費:委託本院臨床試驗中心之服務費(專案經理負責行政支援、臨床研究人員(例:研究護師)費用,資訊系統支援、生物統計支援及檢體處理和貯存等費用)。本項費用應依本院收費標準編列。
 - 5.有關研究他項費用:文具費、郵電費、影印費、資訊軟體費、電 腦及電腦周邊設備費等。
 - 6.管理費:總經費在100萬元以下者,依帳號當年度繳入款項總額 提撥15%,超過100萬元部份提撥5%列為管理費,惟每一年計 劃管理費之提撥以1萬元為下限(包含當年度無以上贊助經費編 列項目1~5者)、20萬元為上限。
 - 7.藥品管理費:首年收取基本設定費 10,000 元,且每年依不同溫度的儲存條件收費,室溫 26,000 元、冷藏 31,000 元、冷凍 38,000 元。

3.2 經費支用

- 1. 贊助廠商依照院方指定銀行帳戶繳交經費,並由試驗主持人開立繳款單匯入 X 類或 S 類帳號【附件十四】。
- 2. 計畫以贊助廠商實際繳入之金額作為可支用之經費(未依時撥 入者由會計異常反應),會計處依贊助廠商實際繳入金額管制 經費支用及核銷,並按發生之費用列帳管理。
- 3. 每案每年於管理費繳交後始得進行; X 類研究計畫於藥品管理費(如為臨床試驗藥品研究)繳交後始得進行。
- 4. 經費帳號內各項費用由計畫主持人核決,並依院方各項支付標準,檢具有關支付憑據向會計辦理核銷。各費用別經費之相互流用,需檢附廠商同意書及計畫經費變更表進行申請,經同意

後始得進行。

- 5. 材料、儀器設備應依本院『資材管理規則』、『臨床試驗<u>用</u>醫療器材管理作業要點』辦理。
- 6. 經費帳號餘額不足時,計畫主持人應向原贊助廠商申請經費追加,待實際繳入經費後始得使用。
- 7. 計畫主持人負經費使用管理之責,應確實掌握研究計畫進度及 經費運用;所有經費核銷應於計畫到期後三個月內完成,俾利 會計處辦理結案。
- 8. 主持人自行發起且廠商贊助部份經費、藥品或醫材之案件若申請 CPRP 者,相關請/採購、核銷流程應依「長庚醫學研究計畫管理辦法」辦理。
- 9. 計畫案終止退費作業流程:計畫案終止剩餘款項應於 IRB 結案後一年內完成申請退款作業,應備齊申請文件,呈院區院長同意核准後,向行政中心會計處辦理。檢附文件含(1)公文:說明當次需退款之原因及金額,本院退款金額須再扣除印花稅之差額、(2)IRB 結案通過通知(或終止/撤案通知):確認研究計畫案已結束或停止、(3)票據退換退款通知單、(4)原始收據。
- 贊助廠商與本院之研究計畫合約中列有特定事項時,均依合約辦理。

第四章 變更、延期、撤銷

4.1 變更、延期、撤銷

- 1. 如計畫需變更、延期、撤銷者,計畫主持人應填具「廠商贊助研究計畫變更、延期、撤銷申請表」【附件十五】,檢附原因說明、贊助廠商同意文件(合約修訂亦同)等相關文件,送經費核定部門審核通過後始得依變更、延期或撤銷內容執行。
- 2. 延期:計畫將到期者,計畫主持人得依前項規定於計畫到期前 向經費核定部門申請延期,S類研究計畫每次展延以一年為 限;X類研究計畫展延以二個月為限。多年期計畫僅得於最後 一年度辦理展延。
- 3. 變更:若需申請計畫變更者(變更主持人、贊助廠商、經費項目等),得由計畫主持人依前項規定辦理,轉歸屬本院其他院外廠商贊助研究計畫,惟兩計畫屬不同贊助廠商或不同計畫主持人時,需取得雙方同意方得變更。
- 4. 撤銷:已向 IRB 申請撤案計畫、已結束收案且不需再辦理經費 核銷者,檢附廠商公文及撤銷申請表向院區醫研部辦理。
- 5. 結餘款處理:計畫到期後如經費仍有剩餘且建檔下一年度案號者,於計畫到期當月由電腦將前期經費餘額自轉至下一年度帳號繼續使用。

第五章 主持人自行發起且廠商贊助部份經費案件

- 5.1 主持人自行發起且廠商贊助部份經費、藥品或醫材之案件
 - 1.計畫案號依據長庚醫學研究計畫編碼表,以XPRP表示(P為主持人自行發起且廠商部分贊助之臨床試驗),其合約及帳號作業原則參照XMRP辦理,惟XPRP不收取管理費及藥管費。
 - 2.經費來源包含長庚醫學研究計畫贊助者,得同時提出 XPRP 及 CPRP 之申請,主持人於長庚醫學研究計畫送審時,應充分揭露廠商贊助項目及經費、主持人與廠商雙方之責任,並由院區研審會審核研究計畫之適當性,並呈報院長核准。
 - 3. 廠商贊助部份經費之審查:各院區醫研部於審理合約及 XPRP 帳號申請文件時,應會簽臨床試驗中心,審查經費編列之合理性。
 - 4.本院、主持人及廠商之損害賠償(補償)責任之歸屬,於人體試 驗倫理委員會審查時,應會簽該院區之臨床試驗中心及醫研部 確認應由本院、主持人負擔,呈院區院長核准後回覆人體試驗 倫理委員會,並納入合約辦理。
 - 5. XPRP之人事費得增列編列專兼任研究助理之費用,研究護師由本院聘用,人事費若超支比照『長庚研究計劃費用逾限反應單』選項,由主持人選擇以其 BMRP 扣抵或轉 CPRP 負擔或自行至出納繳款或其他方式(需說明及檢附證明文件)辦理。
 - 6.如有受試者因臨床試驗而引起之試驗相關損害時,本院與贊助 廠商對受試者之損害賠償責任依訂定之合約辦理。另本院與計 畫主持人之責任歸屬則參照醫療糾紛案件之原則處理。

第六章 試驗主持人之職責

- 6.1 主持人執行廠商贊助之研究,應遵守事項:
 - 1.研究及成果發表,應符合法律、倫理、藥品優良臨床試驗準則 及赫爾辛基宣言之規範,並嚴守臨床專業判斷。
 - 2.主持研究之報酬,應以其所投注研究之時間與心力,不以研究 之結論衡酌。
 - 3.研究成果發表時,應一併公布直接或間接贊助者的名稱。
 - 4.從事研究前,應與廠商充分溝通,共同遵守合約之內容,另除 有妨礙智慧財產權之事由外,廠商不得限制研究成果之發表。
 - 5.主持人應任用合格之研究助理,廠商聘用研究助理執業範圍僅 限於該研究計畫之執行,主持人不得交付醫院行政作業,應規 範其遵守本院規定,研究助理工作守則如【附件十六】。
 - 6.主持人承接廠商贊助研究計畫時,應負責於計畫開始的三個月內完成協助廠商聘用新任研究助理填報「廠商贊助計畫研究助理登錄申請表」【附件十七】予院區醫研部辦理人員登錄更新作業或依「廠商贊助計畫研究助理臨時識別證申請表」【附件十八】繳交相關文件至院區醫研部辦理申請臨時識別證作業。研究助理持已核准之臨時識別證申請單正本,先至醫研部報到後,再至考勤部門領取臨時識別證,報到後①三天內繳交廠商贊助研究助理報到須知【附件十九】及完成教育訓練並有記錄存檔核備,廠商贊助計畫助理教育訓練項目清單如【附件二十、二十一】;②依本院規定申請 HIS 帳號密碼及設定權限。新進適用考核應於屆滿三個月時評估是否繼續擔任,由計畫主持人核簽後一週內寄回院區醫研部,廠商贊助研究計畫研究助理新進任用核定表如【附件二十八】。
 - 7.主持人應負責協助於續任之研究助理臨時識別證到期前填報 「廠商贊助研究助理/護師延期申請表【附件二十二】向院區 醫研部提出申請。研究助理離職前,主持人應協助填報「廠商 贊助研究助理/護師離職通知書」【附件二十三】予院區醫研部 並至考勤部門繳回臨時識別證。
 - 8.主持人應負責監督委託廠商每年8月提供在職研究助理之相關 文件予院區醫研部備查,包含①定期實施法定項目之健康檢查 (需為勞委會指定之體格檢查醫療機構,且為地區醫院以上 者)、②效期內之BLS證書、③每年4小時GCP訓練、④本院 要求之繼續教育訓練以及⑤至少每年考核一次之記錄「廠商贊 助研究計畫研究助理年度工作考核表」如【附件二十九】或證 明文件,並由主持人簽名確認。

- 9.廠商贊助研究計畫研究助理之考勤報到、公出外派申請、門禁 卡、教育訓練、臨時識別證申請、離職相關文件,應保存至離 職後五年。
- 10.異常案件得按其情節輕重列入當年度院區實地稽核案件或停權主持人或委託廠商之 XMRP 研究計劃申請。
- 11.其他未盡之事宜比照「人體試驗作業管理辦法」及「長庚醫學研究計畫管理辦法」辦理。

第七章 附則

7.1 本準則經長庚決策委員會主任委員核准後實施,修改時亦同。

合作備忘錄

立備忘錄人:

甲方:<u>長庚醫療財團法人(</u>台北、林口、高雄、嘉義、雲林、基隆、桃園<u>)長庚</u> 紀念醫院

乙方:

雙方茲為臨床試驗計畫及未來相關合作事宜,特議定本合作備忘錄(以下稱本備忘錄),以資遵循。

第一條:合作緣起

為配合臨床試驗計畫之執行,特簽訂本備忘錄。

第二條:合作內容

雙方得擬定臨床試驗合約書範本。

雙方就個別計畫案將另行分別協議簽訂臨床試驗合約。

第三條:保密協定

- 一、本條所稱之「機密資訊」係指:揭露資訊之一方(揭露方)明文標示或 經口頭指定為機密,或於各種情況下應當認定為機密資訊之各類資訊、 文件或物品(包括但不限於基於本合作事宜由甲方所提供之軟體、雙方 討論之合作內容、合作條件以及所取得或持有參與成員要求保密之所有 資料與資訊。)
- 二、未經揭露方事先書面同意,接受資訊之一方(接受方)不得洩露前項之機密資訊於第三者,或私自複製及運作於其它作業,該等保密義務於本備忘錄失效或終止後亦同。
- 三、揭露方向接受方揭露之「機密資訊」,其所有權、專利權、著作權、營業秘密或技術秘竅(KNOW-HOW)係揭露方或其原授權人所有,接受方不得據為己有而申請專利權、著作權等其他智慧財產權,或使第三人申請前述權利。
- 四、接受方成員因可歸責於己之事由,違反本條款之規定致揭露方受有損害者,接受方應負賠償責任。
- 五、本條義務於本備忘錄屆期或終止後仍然有效,且接受方應依揭露方之要 求銷毀或返還機密文件、物品、設備,不留存任何備份。

第四條:智慧財產權

- 一、雙方除另有書面同意外,不因本合作關係而當然授權或讓予任何專利權、著作權、商標、營業秘密、技術秘竅(KNOW-HOW)、其他智慧財產權或其他財產權予他方。
- 二、雙方保證其所提供之文件資訊絕無侵害任何第三人之智慧財產權,任一

方因使用前述之文件資訊而導致被訴或被請求時,由可歸責之一方負責 賠償(包括但不限於律師費、經判決確定之訴訟費與他方因此所受之損 失)。

第五條: 臨床試驗執行人員之提供與協助

如因研究需要,乙方應提供必要之人員(應由乙方聘任或由乙方委任 CRO或 SMO 公司辦理)及經費。乙方應於廠商贊助研究計畫帳號申請時揭露是否派駐人員協助計畫,以及派駐人數、計畫經費等細項。乙方提供協助試驗之人員應配合遵照甲方臨床試驗之相關規定作業,包含但不限於依甲方之規定辦理體檢、報到、登錄作業、接受教育訓練、執行業務時均需配戴識別證、遵守研究區管理及安全衛生規定等。乙方應提供臨床試驗管理代表人及其代理人員予甲方,供甲方聯繫臨床試驗管理相關事宜或提供甲方所需文件。

乙方台灣地區之臨床試驗管理聯繫人:

姓名:

職稱:

聯絡電話:

電子郵件:

乙方台灣地區之臨床試驗管理聯繫人之代理人:

姓名:

職稱:

聯絡電話:

雷子郵件:

第六條:損害賠償代表聯繫人

雙方應提供損害賠償代表聯繫人,如發生損害賠償時,由雙方損害賠償代表聯繫人負責接治相關事宜。

甲方代表聯繫人:

姓名:

職稱:

聯絡電話:

電子郵件:

乙方台灣地區代表聯繫人:

姓名:

職稱:

聯絡電話:

電子郵件:

第七條:效力

本備忘錄之有效期間自簽約日起生效,除因第八條終止本備忘錄外。

第八條:終止與變更

任一方擬終止本備忘錄,應於十五日前以書面通知他方,惟本備忘錄終止 後,並不影響第三條與第四條之效力;變更時亦同。

第九條:費用與責任分擔方式

在本備忘錄有效期間內,任一方對於因可歸責於己之事由所發生的經費與責任,均應自行負擔。

第十條:爭議解決方式

本備忘錄未定事宜,雙方應依有關法令、習慣、誠實信用原則公平解決,若 仍有未盡事宜,依中華民國法律處理之。如因本備忘錄爭議涉訟時,應以甲 方所在地之地方法院為第一審管轄法院。

第十一條:有關本意願書未盡事宜,悉依有關法令規定辦理,如有疑義時,得經由甲方及乙方雙方協議解決。

第十二條:附則

本備忘錄一式二份,由雙方各執正本一份。

立備忘錄人

長庚醫療財團法人(台北、林口、高雄、嘉義、雲林、基隆、桃園)長庚紀念醫

院

代表人:

地 址:

聯 絡 人:

聯 絡 電話:

代表人: 址:

聯 絡 人:

聯 絡 電話:

中華民國 年 月 日

Memorandum of Cooperation

Made by and between:	
Party A: Chang Gung Medical Foundation (Linkou, Taipei, Kaohsiung, Chiayi, Yu	nlin,
Keelung, Taoyuan) Chang Gung Memorial Hospital	
Party B:	

Both parties hereby agree to stipulate the terms and conditions of this Memorandum of Cooperation (henceforth known as the "Memorandum") regarding clinical trial projects and future cooperation for reference.

Clause 1: Cooperation Purpose

The Memorandum is stipulated for the execution of clinical trials.

Clause 2: Cooperation Contents

Both parties may develop a template of clinical trial agreement. Both parties may sign a separate clinical trial agreements for individual projects.

Clause 3: Confidential Obligations

- a. "Confidential Information" in this clause is defined as: information of any kind, documents or items (these include but not limited to the software provided by Party A for the cooperation, the contents of the cooperation as discussed between both parties, the criteria of the cooperation, and all data and information deemed confidential acquired or held by participants) that are labeled "confidential", or orally specified, or in other manner recognized as confidential by the party that disclosed the information (the "Disclosing Party").
- b. Without written approval from the disclosing party, the party that received the information (the "Receiving Party") shall not copy or use the confidential information for other purposes irrelevant to the clinical trial, or disclose confidential information to others. This obligations shall survive after the expiration or termination of the Memorandum.
- c. The ownership, patent, copyright, trade secrets and know-how of the "Confidential information" disclosed by the Disclosing Party to the Receiving Party belong to the Disclosing Party or the original authorizer. The Receiving Part shall not seek to claim ownership, patent, copyright or other intellectual property rights, or allow others to do so.
- d. For any breach of the Memorandum due to the responsibility of the Receiving Party causing damage to the Disclosing Party, the Receiving Party has the obligation to compensate for the damage.
- e. The obligations of the clause remains valid after the Memorandum is expired or terminated. The Receiving Party shall return or destroy the documents, items or equipment and all copies if requested by the Disclosing Party.

Clause 4: Intellectual Property Rights

- a. Unless both parties agree in writing, the ownership, patent, trademark, trade secrets, know-how, other intellectual property rights or proprietary rights of Confidential Information shall remain vest in the "Disclosing Party" and shall not be licensed, assigned or transferred to the other party.
- b. Both parties represent and warrant that the documents and information provided do not infringe the intellectual properties of any third party. If Receiving Party of the Receiving Party prosecuted or demanded for compensation for using the aforementioned documents or information, the Disclosing Party shall be resposible for indemnification (including but not limited to attorney's fees, the legal costs and compensation to the complainant according to the final verdict).

Clause 5: Provision and Assistance of Clinical Trial Staff

Party B shall dispatch necessary staff (directly appointed by Party B or through a CRO or SMO appointed by Party B) and provide funding required by the research. When applying for a sponsor research project account, Party B should note down whether staff will be deployed to assist the project, the number of deployed staffs, project expenditure etc. Staff deployed by Party B for assisting in research should conform to the relevant operation procedures of the clinical trial established by Party A, including but not limited to physical examination, patient check-in, registration procedure, educational training, wearing an I.D. when performing operations, conform to the management and health and safety regulations within the research area etc. Party B should provide a clinical trial manager contact and a deputy to Party A, for contacting relevant issues regarding clinical trial management and providing Party A required documents. Clinical trial manager in Taiwan for Party B:

Clinical trial manager in Taiwan for Party B:
Name:
Title:
Contact No.:
Email:
Deputy clinical trial manager in Taiwan for Party B:
Name:
Title:
Contact No.:
Email:

Clause 6: Contact Person for Damage Compensation

Both parties shall nominate a contact person for damage compensation. In the event of compensation for a damage, the contact persons from both parties shall be responsible for dealing with the relevant issues.

Contact Person for Party A:

Name:
Title:
Contact No.:
Email:
Contact Person for Party B in Taiwan:

Clause 8: Termination or Modification Either party shall provide a fifteen (15) days prior written notice to the other party to terminate the Memorandum, however the termination of this Memorandum shall not affect the Clause 3 and 4 herein. This Clause 8 shall also apply to the event of either party who intends to modify the Memorandum.
Clause 9: Sharing of Costs and Responsibilities During the term of the Memorandum, either party shall be bear its own costs or expenses which related with the preparation of this Memorandum.
Clause 10: Dispute Resolution Non-stipulated matters in the Memorandum are to be solved by applicable laws, customs and principles of good faith. If disputes remain unresolved, this Memorandum shall be constructed and interpreted in accordance with the laws of the Republic of China. In the event of a legal proceeding for the dispute based on the memorandum, the district court of the location of A should be the court of first instance.
Clause 11: Non-stipulated matters in this Memorandum shall be constructed and interpreted by applicable laws. If there is any issue of between both parties, both parties shall resolve such issue via mutual negotiation.
Clause 12: Miscellaneous This Memorandum is made in two counterparts, and each of which shall be retained by the respectively party.
IN WITNESS WHERE OF, the parties hereto to have executed this Memorandum through their representative duty authorized.
Chang Gung Medical Foundation (Linkou, Kaohsiung, Chiayi, Keelung, Taoyuan) Chang Gung Memorial Hospital Signed by: Address: Contact Person: Telephone Number:
Signed by:

This Memorandum shall become effective and in force from the date of signature by

both parties, unless the memorandum is terminated in accordance with Clause 8.

Name: Title:

Email:

Clause 7: Term

Contact No.:

Address:

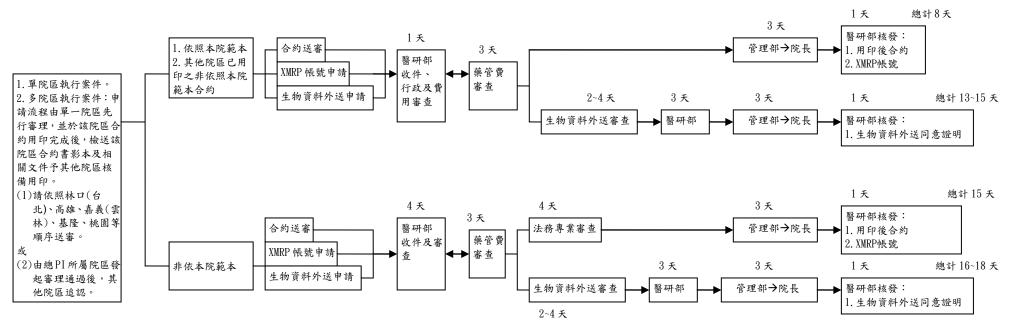
Contact Person:

Telephone Number:

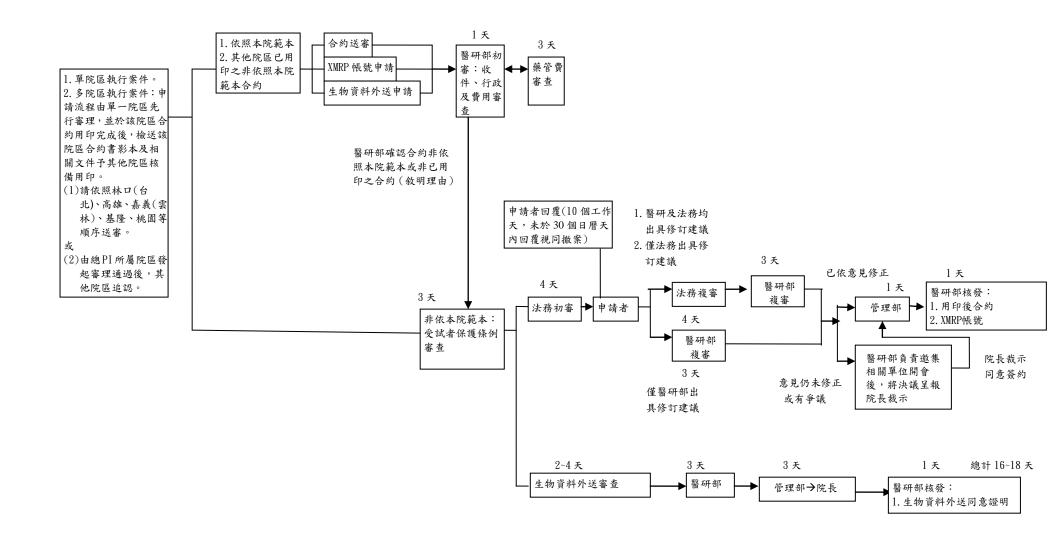
(yyyy)/ (mm)/ (dd)

附件二-1

執行院區廠商贊助臨床 試驗合約書簽署申請路 徑及作業天數(工作天)



註:本圖時效天數(工作天)係指文件齊備,不須退補件及修正審查意見之案件。



臨床試驗合約書【三方合約-廠商委託】

臨床試驗合約 介於

[填入試驗主持人姓名]醫師 [填入試驗主持人地址] (以下稱為「試驗主持人」)

及

[填入試驗機構名稱] [填入試驗機構地址] (以下稱為「試驗機構」)

及

[填入試驗委託者名稱],又稱為[填入試驗委託者名稱縮寫] [填入試驗委託者地址]

(以下稱為「[填入試驗委託者名稱縮寫]」) 試驗計畫書編號:[填入試驗計畫書編號]

<u>填入名稱和地址</u>(「<u>試驗委託者</u>」)有意聘僱<u>填入試驗機構名稱和地址</u>(「<u>試驗機構</u>」)就<u>填入產品名稱</u>(「<u>試驗性藥物或醫材</u>」)執行一臨床試驗(「<u>本試驗</u>」), 於本臨床試驗合約(「<u>本合約</u>」)完整簽署(「<u>生效日期</u>」)時生效。 本合約之 IRB 原案號:

惟遇『中止』段落約定事項應停止試驗之進行。_ 以相互允諾為約因,雙方達成如下協議:

- 1. 試驗主持人與研究人員的責任
- 1.1 試驗主持人。本試驗將由填入試驗主持人姓名(試驗主持人)執行。若試驗主持人將離開試驗機構或因其他原因不再能夠進行試驗,試驗機構同意一旦可行時,會盡快立刻通知試驗委託者。新試驗主持人的任命必須事先經由試驗委託者的核准。
- 1.2 協同試驗主持人與研究人員。試驗主持人與試驗機構將確保僅受過適當訓練與合格的人員會以協同試驗主持人或研究人員身份協助執行本試驗。
- 1.3 遵守義務。 試驗主持人與試驗機構應負責所有試驗人員遵守本合約條款、國際醫藥法規協合會所制訂之藥品優良臨床試驗規範(ICH GCP)準則、台灣藥品優良臨床試驗規範(「台灣 GCP」)以及有適用之法律、法規和準則。試驗主持人將承擔執行本試驗的全部責任,包括所有管理臨床研究執行的相關法規所派予試驗主持人的責任。試驗機構將對試驗主持人在試驗機構內的活動提供適當監控。
- 1.4 禁止執業。試驗機構與試驗主持人在此聲明並保證,他們雙方以及任何參

與執行本試驗服務的人員都沒有被禁止執業或被取消執行臨床試驗的資格。若試驗機構或試驗主持人獲悉禁止執業或喪失資格,他們將立即通知試驗委託者。

2.試驗委託者的責任

試驗委託者有責任以書面 SOP 實行並維護品質保證與品質管控系統,以確保 試驗執行與資料的產生、記載(紀錄)和報告遵循試驗計畫書、GCP 和適用的 監管規定。

3.生效日期與有效期

- 3.1 納入受試者。試驗機構與試驗主持人已同意於[日期]納入試驗受試者(定義參見下文),除非試驗委託者以書面通知修改收案期間。試驗受試者係指符合所有試驗計畫書納入試驗標準者(「試驗受試者)。
- 3.2 多中心試驗。試驗機構與試驗主持人已知悉這是一項多中心試驗,因此適用競爭收案的情況。若一項多中心試驗在本試驗招募期間結束之前已達成所需的總收案人數,試驗委託者可提前終止招募試驗受試者。

4.經費

試驗委託者將依照附件 A (「預算」) 所述,並符合本合約所指明的條款,提供試驗機構經費以進行試驗。

經費編列項目及原則依試驗機構「廠商贊助研究計畫作業準則」辦理。

如因試驗機構查核需要,試驗委託者配合提供近三年支付予試驗主持人之酬勞 明細資料予試驗機構。

本合約終止時,試驗委託者應支付截至終止日時已產生以及終止日前因執行本研究而發生之所有費用。若有超付款項試驗委託者應配合甲方之規定辦理超付款項退還作業。計畫案終止剩餘款項試驗委託者應於 IRB 結案後一年內需完成申請退款作業,逾期試驗機構得不受理退費。

試驗委託者贊助經費若以非台幣支付,試驗機構僅以美金為收款幣別,資訊如下:

受款銀行:大眾銀行(Ta Chong Bank LTD)

分行:國外部(International Business Dept.)

帳戶名稱:長庚醫療財團法人林口長庚紀念醫院(CHANG GUNG MEDICAL

FOUNDATION LINKOU CHANG GUNG MEMORIAL HOSPITAL)

銀行帳號:200102121815

5.試驗計畫書

- 5.1 根據試驗計畫書,試驗主持人將執行試驗,而試驗主持人與試驗機構將執行所有與試驗相關的活動,如本試驗計畫書與本合約所載,包括但不限於取得人體試驗委員會/獨立倫理委員會(「IRB/IEC」)核准、不良事件通報與試驗結果發表。
- 5.2 修正。如試驗計畫書所述,試驗計畫書僅可以書面修訂形式修改,由試驗 委託者與試驗主持人簽署並由負責的 IRB/IEC 核准 (「修正」),除必要緊急變 更以保護依照試驗計畫書條件納入試驗的人員 (「試驗受試者」) 之安全。
- 5.3 不得進行額外研究。試驗執行期間不會對試驗受試者或在試驗執行期間所採集的生物檢體進行額外研究,除非試驗委託者和負責的 IRB/IEC 核准,並記載為試驗計畫書的修正或作出須相互同意、由雙方另行記載的條款。

6.試驗執行

- 6.1 向試驗受試者收費。試驗主持人或試驗機構均不會就試驗性藥物或任何試 驗委託者付費的服務向試驗受試者或第三方付款人收費。
- 6.2 安全措施與嚴重違規。下列情況試驗主持人和/或試驗機構將立即通知試驗委託者:(a)為保護試驗受試者免於即時危害而採取的任何緊急安全措施,以及(b)試驗主持人或試驗機構獲悉對試驗計畫書、台灣 GCP 或 ICH GCP 準則的任何嚴重違規。
- 6.3 試驗機構於本計畫執行期間,如因研究需要,須試驗委託者提供必要之人員 (應由試驗委託者聘任或由試驗委託者委任 CRO 或 SMO 公司辦理)、所需研究 耗材、藥品及其他相關事項之協助時,試驗委託者應盡力配合。
- 6.4 試驗機構及試驗主持人同意試驗委託者、倫理委員會及主管機關透過事先安排,於營業時間內查核試驗相關資料及設施,試驗委託者應於一週前通知試驗機構及試驗主持人,告知預計查核之目的、來訪人員、查核個案與所需之文件, 且試驗委託者應配合試驗機構病歷閱覽規定辦理。

6.5 受試者保護條例:

- (1)如臨床試驗有造成受試者傷害之虞者,試驗委託者應於試驗開始前敘明其醫療安排,包含醫療提供者及支付費用者:如依本研究所訂臨床試驗計畫因而發生不良事件或造成受試者的損害,應由試驗機構提供專業醫療照護及諮詢,必要之醫療費用由(有贊助廠商:試驗委託者)(無贊助廠商:試驗機構及試驗主持人)負擔。(AAHRPP 1.8 A)。
- (2)如試驗委託者執行臨床試驗之安全監測,發現對受試者有安全疑慮及影響臨床試驗之執行時,應立即通報本院 IRB 及主持人。(AAHRPP 1.8 B)。
- (3)試驗委託者或其代理人負責臨床試驗之資料與安全監測時,應提供安全監測報告予本院 IRB 及主持人,緊急的報告必須在 10 個工作日內提供;例行報告必須在 30 個工作日內提交。(AAHRPP 1.8 C)。
- (4)於臨床試驗結束後2年內,如發現非預期且直接影響受試者安全之疑慮,試驗委託者應以公函通知本院IRB及主持人,以利通知受試者。(AAHRPP 1.8 E)。(5)如試驗委託者有授權其他臨床研究機構(CRO)執行本臨床試驗,或試驗委託者被授權執行本臨床試驗,試驗委託者應檢附授權CRO之授權書。關於維護試驗數據的品質與完整性之最終責任,仍應由試驗委託者負責。(JCIA HRP3.1)。(6)試驗委託者確保研究數據之可靠性和有效性及其結果與報告是準確的統計、符合倫理與無偏差的。(JCIA HRP3)。
- 7.獨立倫理委員會或人體試驗委員會

試驗執行應遵守已收到人體試驗委員會(IRB)/獨立倫理委員會(IEC)核准/贊成意見的試驗計畫書。

8.保密性

8.1 保密性 未獲得試驗委託者書面同意之前,無論是試驗機構或試驗主持人 (或任何其員工、董事、主管或代理人、協同試驗主持人或研究人員)不應向 任何第三方揭露任何資料、記錄或由試驗委託者向試驗機構或試驗主持人揭露 的其他資訊或本試驗所產生的結果(以下總稱為「保密資訊」),或將其用於試 驗執行以外的任何目的。此類保密資訊應維持為試驗委託者的保密和所有財 產,試驗機構與試驗主持人僅可向其員工或代理人,包括協同試驗主持人和研 究人員,那些「需要知道」和已同意實質上與包含在此的條款類似的保密條款 者揭露。保密義務不適用以下保密資訊:

- a. 非因試驗機構和試驗主持人的過錯,而可或變成可公開取得的保密資訊;
- b. 依法有權揭露此保密資訊的第三方向試驗機構和試驗主持人揭露的保密資訊;
- c. 由試驗機構和試驗主持人以先前書面記錄表示已知的保密資訊;
- d. 向政府當局揭露或是在有管轄權的法院命令下揭露的保密資訊。
- 8.2 所有含個人資料的保密資訊應根據所有適用法律處理,包括但不限於與智慧財產和保密資訊相關的保護法律。
- 8.3 保密義務於本合約解除後繼續有效。

9. 智慧財產

任何發明或發現(不論是否能取得專利)創新、建議、設想和報告或其他由試驗機構或試驗主持人做出或開發出與試驗相關的智慧財產,其共有比例為試驗委託者擁有 %。如果試驗委託者提出請求,並由試驗委託者承擔全部開支,試驗機構和試驗主持人應該採取試驗委託者認為必要或適當的行動,以試驗委託者的名義取得該智慧財產權的專利或其他專屬保護。試驗機構與試驗主持人同意個案報告表(CRF)、最終報告和試驗的其他結果,如有任何專利、專利應用、發明、發現、修改和其他相似保護形式與其他智慧財產權和其他非公開、可能存續在世界任何部分的資訊(「智慧財產」),亦應由試驗委託者擁有。

10.資料保護與財務揭露

10.1個人資料。個人資料係指任何可能識別個體,包括但不限於試驗受試者的任何資訊。涉及健康資訊的個人資料為敏感個人資料。於試驗中所收集的個人資料應包括與試驗主持人、研究人員、第三方和可能的試驗受試者(包含與試驗受試者相關的敏感個人資料)相關的個人資料(總稱「個人資料」),可能受到有關處理、儲存、移轉和使用此類資料的特定法律規範。試驗主持人與試驗機構在試驗執行與報告時,將遵守所有關於個人資料保護和使用以及資料隱私的相關法律。試驗主持人與試驗機構將採取一切技術和管理措施,以預防未授權或非法處理、意外損失或破壞、損壞、或揭露這類資料。試驗委託者將採取適當措施,以保護與試驗相關的所有個人資料的保密性和安全性。若已從相關人員獲取事先書面同意,試驗委託者可揭露試驗主持人和研究人員的個人資料。10.2 由試驗委託者使用。將在本合約的管理目的以及與本試驗相關下處理並使用個人資料。為了確定其在未來研究的參與以及為了符合任何監管規定的目地,與試驗主持人、研究人員和協同試驗主持人相關的資訊將保持在一個或以上的資料庫中。

10.3 財務揭露。凡試驗委託者認為本試驗為美國食品藥物管理局名為「臨床試驗主持人財務揭露」(「美國食品藥物管理局(FDA)法規」)法規之目的下的「涵蓋試驗」,試驗主持人同意且試驗主持人與試驗機構將確保任何參與本試驗的共同試驗主持人或協同試驗主持人同意向試驗委託者揭露所有相關財務和與試驗主持人、共同試驗主持人或協同試驗主持人有關的其他資訊(包括在試驗委託者或任何其子公司股權的詳情),及其他(以及,試驗主持人、共同試驗主持人和/或協同試驗主持人相關的人士、配偶和家屬)被試驗委託者視為需要遵守美國食品藥物管理局法規的情況。

11.受試者同意書和受試者招募

11.1 受試者同意書。試驗主持人將自每個試驗受試者取得書面受試者同意書,並於試驗受試者記錄中保留一份簽署的同意書正本。試驗委託者將為試驗提供

受試者同意書文件範例。試驗主持人與試驗機構未獲得試驗委託者和負責的人體試驗委員會/獨立倫理委員會事前書面核准下,不得對本文件做出任何變更(包含試驗期間所做的任何修正),使用修正的受試者同意書文件之前要取得這類核准。

11.2 受試者招募。試驗主持人與試驗機構在使用針對潛在試驗受試者的任何試驗招募材料之前,將提供試驗委託者審查和批准這類材料內容的機會。無論材料為何,這項規定適用於所有此類材料。

12.不良事件報告

- 12.1 一旦獲悉任何嚴重不良事件的 24 小時內,試驗機構與試驗主持人必須通知試驗委託者。這也適用於可能影響試驗參與者的安全性或試驗執行的任何事件。
- 12.2 應於「不良事件表」上完成相關資訊。必須立即完成表格並轉交給試驗委託者。試驗機構與試驗主持人應及時提供試驗委託者任何及所有資訊和協助,以便試驗委託者能處理歸檔並通報台灣主管當局,並符合衛福部規定以及與試驗中任何不良事件或嚴重不良事件相關的所有台灣法律和法規。

13.試驗性藥物或醫材

- 13.1 試驗委託者將無償提供試驗機構數量充足的試驗性藥物,用於研究(「試驗性藥物」)以執行試驗。除非本合約另有說明,試驗委託者也將無償提供或支付任何其他試驗計畫書所需的藥物(即安慰劑、對照藥物、併用藥物)的費用。試驗委託者提供或支付費用的任何其他試驗計畫書所需的產品與試驗性藥物被視為「試驗產品」。
- 13.2 保管與配藥。試驗主持人與試驗機構將維持試驗產品供應的適當控制,且不會給藥或配藥給任何不是試驗受試者的人,或提供試驗人員以外的任何人士取得試驗產品的管道。試驗主持人與試驗機構將依試驗委託者指定,並根據適用監管規定儲存試驗產品。
- 13.3 使用。試驗主持人與試驗機構將僅依試驗計畫書所指定的使用試驗產品。 試驗產品的任何其他使用乃嚴重違反本合約。
- 13.4 試驗性藥物的所有權。試驗性藥物是且仍是試驗委託者的財產。除且限於 試驗計畫書所指定的使用外,試驗委託者沒有授予試驗主持人與試驗機構試驗 性藥物或任何試驗性藥物製作或使用方法的明示或隱含智慧財產權。
- 13.5 已上市儀器設備試驗機構得接受試驗委託者捐贈或借用,由試驗機構給予 材料編號並納入甲方固定資產管理;未上市儀器設備試驗機構不接受試驗委託 者捐贈,以試驗機構之借用規定辦理,由試驗委託者負責醫材定期保養、維修 作業和相關費用支出,並提供維修紀錄予試驗機構存查。

14.試驗資料、生物檢體和試驗記錄

- 14.1 試驗資料。在試驗期間,試驗主持人將收集試驗計畫書所指定的特定資料並送交給試驗委託者、試驗委託者代理人或代表(「試驗資料」)。試驗主持人將確保正確並按時收集、記錄並送交試驗資料,包括遵守載於 CRF 完成規定文件或由試驗委託者提供給試驗機構的其他資料登記規定文件中的資料登記時間表。
- a. 試驗資料的所有權。根據本合約第 16 節 (發表)試驗主持人使用試驗資料發表試驗結果的權利規限,試驗委託者是所有試驗資料的獨有者。
- b. 醫療記錄。未提交給試驗委託者的試驗受試者相關醫療記錄可能包含某些 與試驗資料中所包括的相同資訊;然而,試驗委託者不得宣稱有這些文件或所

包含資訊之所有權。

- c. 資料審查。試驗委託者將持續審查其所收到的試驗資料。試驗委託者將遵 守要求通知參與的試驗主持人有關試驗委託者藥物新安全性資訊的適用法規或 當地法律。試驗委託者將通知試驗主持人與試驗機構,試驗委託者獲悉可能影 響受試者安全性或影響試驗執行的任何其他新資訊。
- d. 試驗結果。所有試驗中心的試驗資料分析完成後,試驗委託者將提供試驗 主持人與試驗機構一份試驗整體結果的摘要。若結果顯示可能對試驗受試者安 全性產生不利影響,試驗委託者與人體試驗委員會/獨立倫理委員會酌情協 商,將與試驗主持人和試驗機構合作,以確保試驗結束後的兩年期間內,由試 驗主持人和/或試驗機構與受試者妥善溝通結果。
- 14.2 生物檢體。若是試驗計畫書和受試者同意書文件所指定,試驗主持人可收 集並提供從試驗受試者取得,用於檢驗的生物檢體(即血液、尿液、組織、唾 液等。)給試驗委託者或試驗委託者指定人員 該檢體未與受試者照護或安全性 監控,如藥物動力學、藥物基因學或生物標記檢驗直接相關(「生物檢體」)。
- a. 使用。試驗主持人與試驗機構不會在本試驗計畫書所記載的任何方式或任何目的外使用在本試驗計畫書下採集的生物檢體。試驗委託者僅能就他們所取得的受試者同意書文件許可的方式使用生物檢體。
- b. 資料分析。試驗委託者或試驗委託者指定人員將如本試驗計畫書所述檢驗生物檢體。若試驗委託者提供生物檢體分析資料給試驗主持人或試驗機構,該資料將受到本合約第 14.1 節(試驗資料)允許使用規定和第 16 節(發表)關於試驗資料為了本合約目的部分,且可由試驗主持人用於準備試驗結果的發表(請參閱第 13 節:發表)。
- c. 所有權。試驗委託者為所有生物檢體分析資料的獨有者。
- 14.3 試驗記錄。除非試驗委託者書面授權提前銷毀,試驗機構將於試驗終止後十五 (15) 年的期間,在有助於其穩定性和保護的儲存條件下,保留每個試驗受試者的試驗記錄,包括試驗主持人的所有試驗資料副本以及相關來源文件(總稱「試驗記錄」)。試驗主持人與試驗機構同意在銷毀任何記錄之前聯絡試驗委託者,並進一步同意允許試驗委託者在有需要時,可確保記錄保留更長的時間,在試驗委託者支付費用下且根據保護記錄的保密性之安排(例如安全的儲存於醫院外)。

15.監控、檢查和稽核

- 15.1 監控。試驗委託者將監控試驗。此外,試驗委託者或代表其行事的第三方服務供應商享有絕對酌情權(而試驗委託者認為此形式合適)以監控並稽核試驗執行。經合理通知與於正常上班時間內,依照試驗委託者監控試驗執行的需要,試驗主持人將使自己與在其指示和控制下工作的任何其他試驗主持人或研究人員,有空與試驗委託者代表聯繫。經合理通知與於正常上班時間內,依照監控試驗執行的需要,試驗機構將允許試驗委託者代表進入場所、設施、取得試驗記錄和聯繫任何試驗主持人與身為試驗機構員工或諦約者的研究人員。試驗委託者將及時通知試驗主持人與身為試驗機構員工或諦約者的研究人員。試驗委託者將及時通知試驗主持人可能影響受試者安全性或影響試驗執行的任何監控發現。試驗主持人將酌情通知試驗機構和試驗受試者此類發現。
- 15.2 檢查和稽核 試驗主持人和試驗機構確認試驗可受世界各地的監管試驗機構檢查,且這樣的檢查可在試驗完成後發生,並包括試驗記錄的稽核。 試驗委託者也可能在試驗期間或之後稽核試驗記錄,作為執行監控試驗的一部份。
- a. 通知。 試驗主持人將在研究單位因試驗相關因素而接受監管試驗機構檢

- 查,或計畫接受檢查時,盡可能立即通知試驗委託者。
- b. 到場權利。 若不受法律禁止,試驗委託者將有權到場並參與任何這樣的檢查、稽核、調查或監管行動。
- c. 合作。試驗主持人和試驗機構將在檢查和稽核的執行過程中和監管試驗機構或試驗委託者代表合作,且將確保試驗記錄以有利這些活動的方式保存。
- d. 異議解決。試驗主持人將立即解決任何在試驗資料與受試者醫療記錄間被 發現的不同。
- e. 檢查發現和回應。試驗主持人或試驗機構將立即向試驗委託者轉交任何從 監管試驗機構收到、與試驗相關的檢查發現複本。 可行時,試驗主持人與試驗 機構也將提供機會讓試驗委託者預先審查並評論其對該監管試驗機構有關試驗 檢查所提出的回應,或來自監管試驗機構可能影響試驗的資訊。

16. 發表

即使有前述的保密義務,試驗機構和/或試驗主持人在以下情況,將可自由發表並報告試驗結果: 試驗機構和/或試驗主持人將在報告或提交發表至少四十五 (45) 天前,將擬議的發表或報告複本提供給試驗委託者進行審查與評論。 在該四十五 (45) 天期間結束時,試驗機構和/或試驗主持人可繼續報告或提交發表,除非試驗委託者已書面通知試驗機構和/或試驗主持人該擬議的發表和/或報告會揭露試驗委託者之機密和專有技術資訊。試驗委託者應書面通知試驗機構和/或試驗主持人,為保護試驗委託者之機密和專有技術資訊,而必須在該報告或發表中進行的任何變更或刪除,且試驗機構和試驗主持人因此將同意在發表前進行該變更和刪除。 此外,在試驗委託者的要求下,試驗機構和試驗主持人將延遲發表或報告的時間至最長九十 (90) 天,以允許試驗委託者採取必要行動保護其智慧財產利益

由於試驗機構對試驗計畫的參與是一項多中心試驗中的一部分,試驗機構與試驗主持人同意其結果的初步公開報告應只能與其他研究單位共同發表,除非事前已獲得試驗委託者對於單獨結果公開報告的書面許可。當臨床試驗仍在試驗機構以外的其他研究單位進行之情況下,試驗委託者應對任何公開報告之時機影響提出建議,且任何參與多中心試驗的試驗機構皆應遵守本文中所述的公開報告審查程序。根據此合約,若在所有研究單位完成試驗且封鎖資料庫後十二(12)個月內仍未完成一項共同發表,試驗機構與試驗主持人可發表其試驗結果。

17. 賠償

17.1 對於所有參與試驗的受試者(或其依賴人),對試驗主持人或試驗機構,或包括協同試驗主持人和研究人員在內的任何其員工和代理人,針對來自或相關於試驗中試驗性產品使用,或試驗計畫書所提供或要求的任何臨床介入或程序,且若非參與試驗,否則不會接觸的這些介入或程序,對受試者的個人傷害(包括死亡),自行或委託提出或帶來(無論成功與否)的所有索賠與訴訟(包括任何在各方同意下進行的和解或恩恤給付,以及合理的法律或專家費用和支出),試驗委託者保護試驗主持人和試驗機構及其員工和代理人,包括協同試驗主持人和研究人員,並使他們不受傷害。

17.2 以上由試驗委託者所負責的賠償並不包括任何以下的索賠或訴訟:

(a) 當該個人傷害(包括死亡)是因試驗主持人、試驗機構,或其員工或代理人,包括協同試驗主持人和研究人員之過失、不法行為、疏忽或違反法定義務而導致;

(b) 當該個人傷害 (包括死亡) 是因試驗主持人、試驗機構,或其員工或代理人,包括協同試驗主持人和研究人員,沒有根據試驗計畫書執行試驗而導致;17.3 試驗委託者應完全告知試驗主持人和/或試驗機構與其法律顧問該索賠或訴訟之進度,且將徹底與試驗機構諮詢任何將提出之辯護的性質,且將不會在未獲得試驗主持人和/或試驗機構之書面核准 (該核准不應被不合理扣留) 前償付任何索賠或訴訟。

18. 中止

- 18.1 中止事件。 先發生的任一以下事件將觸發此合約的中止。
- a. IRB/IEC 不核准。 若試驗因 IRB/IEC 不核准而無法開始,此合約將立即中止。
- b. 試驗完成。 此合約將在試驗完成時終止,這代表試驗計畫書對所有納入受試者所要求的所有活動皆完結時。
 - c. 試驗提前中止。若試驗因以下所述之原因提前中止時,此合約將中止。
- (1) 試驗在通知下中止。試驗委託者可能因任何原因以 30 天書面通知試驗機構中止試驗。
- (2) 試驗委託者立即中止試驗。試驗委託者可能因以下原因書面通知試驗機構立即中止終止試驗:無法以足以達到試驗績效目標的比例納入受試者;實質試驗計畫書或報告要求的未經授權偏離;試驗委託者認為會危害受試者健康或福祉的情況;或與試驗或試驗性藥物相關的監管機關行動;或任何試驗機構或試驗主持人不遵循當地法律或反賄賂、反貪污法規,包括當試驗委託者獲知(a) 試驗機構、試驗主持人或其為試驗委託者提供相關服務之代表,提供公職人員或其他人士不當付款,或(b) 試驗機構、試驗主持人或其為試驗委託者提供相關服務之代表曾接受任何作為不當禮遇、取得或保持業務或其他來自或提供任何其他人士或實體之不當商業利益的款項、物品或利益,無論價值為何。
- (3) 試驗主持人或試驗機構立即終止試驗。試驗主持人或試驗機構可能在 負責之 IRB/IEC 要求之下,或為保護試驗受試者之健康時,立即通知試驗委 託者中止試驗。
- 18.2 提早中止付款。 根據附件 A ,若試驗提早中止,試驗委託者將為已進行的工作付款,除非該付款已完成。 試驗委託者也將支付未來人事費用之外任何無法取消的費用,前提是這些費用是正當產生,先前也已由試驗委託者核准,且僅於這些費用無法合理減免的情況下。 若試驗因不被 IRB/IEC 核准,但非因試驗機構的過失而無法開始,試驗委託者將給付試驗機構的 IRB/IEC 費用,以及其他先前已由試驗委託者書面核准的費用。 雖然如此,試驗機構和試驗主持人應依法為傷害或補救措施負責,且在若根據合約 16.1.c(2) 因未遵循本合約之反賄賂和反貪污條款而提前中止合約時,將不需負擔任何後續的費用,無論試驗機構或試驗主持人所進行的任何活動,或與在中止前加入的第三方所訂定有關試驗的合約,而且試驗機構和/或試驗主持人對這種第三方合約下的任何義務負責。
- 18.3 材料歸還。 除非試驗委託者在中止本合約時另外以書面指示,試驗主持人 與試驗機構將根據試驗委託者的指示,立即歸還所有試驗委託者為執行試驗所 提供的材料,包括未使用的試驗性藥物、未使用的個案報告表,以及任何試驗 委託者所提供的器材與材料。上述材料如依法規及試驗計畫書規定或逾使用期 限等情形致未能提供受試者使用時;試驗委託者應自試驗機構通知後六十日內

予以回收,如有遲延,試驗機構得以「對方付費」之快遞方式寄予試驗委託者, 且運送過程相關風險均由試驗委託者承擔。

19. 名稱使用

任何一方將不會在未獲得書面同意下,利用他方的名稱或其員工進行推銷或廣告。

20. 獨立締約者

試驗主持人/試驗機構與其員工是試驗委託者的獨立締約者,不應被認為是試驗委託者的員工或代理者。試驗委託者不應負責任何試驗主持人/試驗機構或其員工的員工福利、退休金、勞動津貼、扣繳,或僱用相關稅賦。

21. 反貪污

- a. 試驗機構和試驗主持人聲明並保證他們或任何其委託的個人或實體,或在此合約下的任何受款人,都不會因給予該款項、承諾或禮品的整體或部分是為了影響官方行動或決策,以協助試驗委託者或試驗機構獲得不正當利益、獲得或保留業務,或將業務引導至任何人士或實體的認知或目的,而直接或間接地提供、支付,或授權將任何金錢或有價物品提供或付款給任何公職人員(見以下定義)或公職實體。
- b. 試驗機構與試驗主持人聲明並保證他們或任何此合約下的受款人,或任何 其委託的個人或實體都不是能影響官方行動的公職人員。 若試驗主持人、受款 人或任何受試驗機構委託的個人或實體,在本合約期間成為有能力影響官方行 動的公職人員時,試驗機構將書面通知試驗委託者。
- c. 除以上所述,在無損害下,試驗機構與試驗主持人於此聲明、保證並承諾試驗機構、試驗主持人或任何其員工或代理人都不曾,且將不會為取得不正當利益、獲得或保留業務、商業利益、公眾官方功能或活動的不正當進行,而直接或間接經過中間人或仲介,提供、承諾或給予任何公職人員(包括但不限任何藥業主管機關官員或執事、其他政府主管機關或公眾國際試驗機構)或其他第三方賄賂(以任何形式,包括但不限款項、禮品或其他利益)。
- d. 除在本合約或法律中所定的權利或補救措施外,試驗委託者可能在試驗機構違反任何本章中的聲明或保證,或若試驗委託者得知試驗機構或其委託人員或實體正在或曾經提供不正當款項予公職人員或任何其他第三方時,中止此合約。
- e. 根據本合約之目的,「公職人員」代表任何官員或政府員工、公眾國際試驗機構或任何其部門或辦事處,或任何有官方身份的人員,包括公眾辦事處或實體;以及任何政治黨派或黨派官員,或任何公職候選人。

22. 適用法律和管轄

本合約與所有在本合約下產生的爭議和/或索賠,都應由台灣法律所闡釋與治理,而不考慮法律衝突原則。

各方將致力和平解決任何源自於此合約的爭議。 當爭議被提上法庭時,台灣法院將對訴訟有完全的管轄權,且 XXX 地方法院應為一審法庭。

23. 其他

23.1 完整合約 本合約包括所有附件,已包含所有各方對於相關事項的理解,並取代先前的一切合約與約定。若試驗計畫書的規定與本合約或其附件間發生衝突,試驗計畫書應在科學事宜、醫療實踐與試驗受試者安全方面進行掌控。 其他方面應由此合約的規定進行掌控。 本合約或任何其條款,包括任何

附錄或其附件,都不應被更改、重新聲明或改變,除非有各方簽署的書面合約。 23.2 各條款獨立有效 若任何在此提供的條款、權利或補救措施由具管轄權的 法院裁定為不可執行或無效,其餘條款的有效性與可執行性將不會因此受影響。 23.3 豁免 一方就違反本合約的任何規定或任何適用的法律的情形放棄或暫 緩行使權利,不得視為構成就事後違反本合約的任何規定的情形放棄權利。 23.4 通知 根據本合約要求或允許一方做出的任何通知應該採取書面形式,並 於以下定義日期視為送達之日:專人交付、透過隔夜快遞或傳真送交者,為收 到之日;透過要求回執、預付郵資的掛號郵件寄至以下地址者,為郵戳日後五 (5)日。收件資訊如下:

寄送至試驗機構: [填入試驗機構名稱]

[填入試驗機構地址]

電話: [填入試驗機構電話號碼] 傳真: [填入試驗機構傳真號碼]

收件人:

寄送至試驗主持人: [填入試驗主持人姓名]

[填入試驗主持人地址]

電話: [填入試驗主持人電話號碼] 傳真: [填入試驗主持人傳真號碼]

收件人:

寄送至試驗委託者: [填入試驗委託者名稱] [填入試驗委託者地址]

電話: [填入試驗委託者電話號碼] 傳真: [填入試驗委託者傳真號碼]

收件人:

任何一方可透過太條規定的方式變更通知地計和腦終人。

[任何 为 了 返 過 本 候					
試驗機構:長庚醫療財團法人(台北、林口、高雄、	嘉義、雲林、基隆、桃園)				
長庚紀念醫院	院 長:				
地 址:	電 話:				
試驗委託者:	法定代理人:				
地 址:	電話:				
試驗主持人:					
地 址:	電 話:				
<u>中 華 民 國 年 </u>	月日				

附件四

臨床試驗合約書【三方合約-主持人自行發起】

本合約書由下列當事人所訂立

甲方:長庚醫療財團法人(台北、林口、高雄、嘉義、雲林、基隆、桃園)長庚 紀念醫院【請依照簽約院區填寫】

乙方: 醫師(試驗主持人)

丙方:

緣甲方及乙方擬實施丙方產品【產品名稱】(以下簡稱「藥品」)之臨床試驗(以下 簡稱「本件試驗」事宜,特立約遵照下列條款:

一、合約內容

緣丙方係一專營人體用藥之研究、開發、製造及銷售之製藥公司,而乙方欲在甲方醫療機構內進行【計劃書名稱】之試驗,由乙方擔任臨床試驗之發起人及試驗主持人,由甲方及乙方共同承擔『試驗委託者:本試驗之發起及管理者,依藥品優良臨床試驗準則及相關法規之規定,承擔試驗委託者之義務與責任』之責任,丙方贊助藥品及部分執行經費。

甲方及乙方同意按照試驗計畫書(【計劃書名稱】;計畫書如附件一)執行本件試驗,不得進行額外研究,如有修正需經人體試驗倫理委員會同意後執行。本件試驗之計畫書如有增刪修改時,甲方及乙方應事前以書面通知丙方。

甲方及乙方臨床試驗主持人於計畫期滿後,提出研究結果報告 1 份予丙方。乙方 應親自監督本計畫之進行,並嚴格依照計畫書、中華民國衛生署相關法規及 最新版赫爾幸基宣言執行本計畫。

本合約之 IRB 原案號:

惟遇『中止』段落約定事項應停止試驗之進行。

如雙方有意延長期間者,應另以書面約定之。(執行期間須遵照人體試驗倫理委員會核准之試驗期間執行,若有中止/終止時,不得繼續執行臨床試驗。)

乙方及甲方之員工承諾不曾也不會取得不正當利益、獲得或保留業務、商業利益、公眾官方功能或活動的不正當行為。

二、執行經費暨藥品(或醫材)之提供

丙方就本件試驗同意提供之藥品(或醫材)及費用詳見附件二。

本臨床試驗藥品(或醫材)限於甲方及其執行本臨床試驗所屬相關人員(含協同主持人)依計畫書使用於本臨床試驗案之受試者,不得他用。

已上市儀器設備試驗機構得接受試驗委託者捐贈或借用,由試驗機構給予材料編號並納入甲方固定資產管理;)未上市儀器設備試驗機構不接受試驗委託者捐贈,以試驗機構之借用規定辦理,由試驗委託者負責醫材定期保養、維修作業和

相關費用支出,並提供維修紀錄予試驗機構存查。

乙方贊助經費若以非台幣支付,甲方僅以美金為收款幣別,資訊如下:

受款銀行:大眾銀行(Ta Chong Bank LTD)

分行:國外部(International Business Dept.)

帳戶名稱:長庚醫療財團法人林口長庚紀念醫院(CHANG GUNG MEDICAL

FOUNDATION LINKOU CHANG GUNG MEMORIAL HOSPITAL)

銀行帳號:200102121815

三、合約進行之瞭解與協助

甲方及乙方應就本件試驗執行試驗委託者之相關義務並負擔相關責任。乙方親自 監督本件試驗之進行,並嚴格依照計畫書、中華民國衛福部所有關藥品臨床試驗 之相關法規、最新版赫爾幸基宣言及優良藥品製造規範等相關規定及準則執行本 件試驗。

甲方及乙方應負責本件試驗之擬定及管理,包括但不限於就本件試驗申請並取得 甲方人體試驗委員會之許可、取得受試者同意書、備置及維護本計畫之主持人手 冊、數據、報表及資料等。甲方及乙方就與本件試驗有關之不良反應及嚴重藥物 不良反應等事件,應確實依照相關法令規定通報衛福部。如甲方及乙方知悉有嚴 重藥物不良反應事件(依嚴重藥物不良反應通報辦法第四條所定義者),應於知悉 後通知丙方聯絡人員(姓名: ;電話: ;傳真:)。

甲方及乙方同意丙方在不妨礙保密義務下,得就本件試驗對甲方及受其委託辦理 與本件試驗相關業務之受託辦理與本件試驗相關業務之受託試驗機構等進行了 解。丙方應於 日前通知乙方,甲方及乙方應盡力協助詳予說明、提供有關 資料,並同意丙方得於 日前事先通知甲方後,於正常上班時間內,派員至 甲方及乙方進行試驗地點實際瞭解計畫進行情況。丙方提供協助試驗之人員應配 合遵照甲方臨床試驗之相關規定作業,若丙方派駐之人員未依甲方之規定作業, 甲方得告知丙方更換派駐人員。

受試者保護條例:

- (1)如臨床試驗有造成受試者傷害之虞者,試驗委託者應於試驗開始前敘明其醫療安排,包含醫療提供者及支付費用者:如依本研究所訂臨床試驗計畫因而發生不良事件或造成受試者的損害,應由試驗機構提供專業醫療照護及諮詢,必要之醫療費用由(有贊助廠商:試驗委託者)(無贊助廠商:試驗機構及試驗主持人)負擔。(AAHRPP 1.8 A)。
- (2)如試驗委託者執行臨床試驗之安全監測,發現對受試者有安全疑慮及影響臨床試驗之執行時,應立即通報本院 IRB 及主持人。(AAHRPP 1.8 B)。
- (3)試驗委託者或其代理人負責臨床試驗之資料與安全監測時,應提供安全監測報告予本院 IRB 及主持人,緊急的報告必須在 10 個工作日內提供;例行報告

必須在 30 個工作日內提交。(AAHRPP 1.8 C)。

- (4)於臨床試驗結束後2年內,如發現非預期且直接影響受試者安全之疑慮,試 驗委託者應以公函通知本院 IRB 及主持人,以利通知受試者。(AAHRPP 1.8 E)。
- (5)如試驗委託者有授權其他臨床研究機構(CRO)執行本臨床試驗,或試驗委託者被授權執行本臨床試驗,試驗委託者應檢附授權 CRO 之授權書。關於維護試驗數據的品質與完整性之最終責任,仍應由試驗委託者負責。(JCIA HRP3.1)。
- (6)試驗委託者確保研究數據之可靠性和有效性及其結果與報告是準確的統計、 符合倫理與無偏差的。(JCIA HRP3)。

四、研究成果之歸屬與權益

甲方與丙方各自現有之發明或技術為其個別所有之財產,不受本合約之影響。 如甲方、乙方或協同主持人於計畫進行中,製作或發展出任何發明或發現(不論 是否具有可專利性)、創新、啟發、概念及報告,而與試驗藥物或丙方之機密資 訊有關者(如本合約所定義者),包括但不限於試驗藥物或其衍生物之成分、使 用、服用或製造設計或方法,應立即向丙方揭露。

如計畫進行中,甲方證明因運用其專業技術與智慧財產,以致本計畫或試驗藥品 獲得有別於丙方原有效益之發明或發現,其後續之研究與衍生之智慧財產權悉歸 雙方共有,各項權益分配應由雙方依公平誠信原則,另以契約訂定之。

五、學術發表

甲方有權發表臨床試驗結果、持續學術研究及凡為臨床試驗之試驗對象提供治療 照護等目的而使用臨床試驗所獲得之資料與結果的權利。凡甲方提出學術發表之 作者排名與內容(包括科學結論與專業判斷)皆應由其自行決定,但應載明丙方提 供援助之項目與內容。甲方及乙方(含協同主持人)如擬於學術期刊、研討會、記 者會等公開場合發表因執行本計畫所產生之臨床試驗結果或數據時,應於學術期 刊刊出前 日及研討會或記者會舉行前 日,將擬發表之內容提供丙方審 閱,丙方有權於下述情形提供意見要求甲方及乙方(含協同主持人)修正。

- 1. 為確保學術期刊、研討會、記者會內容之正確性;
- 2. 為確保丙方機密資訊未不當揭露;
- 3. 為保障丙方之智慧財產權;
- 4. 為使其他相關補充資訊於一併提出。

如丙方認為臨床試驗結果可能具備第四條所規定之研究成果及可取得單獨所有 之權利時,得以書面請求甲方及乙方(含協同主持人)於丙方收到該擬發表之內容 時或於本計劃相關專利權申請文件齊備時起 日內不得予以公開,俾便丙方 申請專利權之保障,甲方及乙方(含協同主持人)無正當理由不得拒絕之。

於學術期刊所刊載與本研究計畫相關之論文,該論文著作權歸屬應為甲、乙方。

六、機密資訊

本合約當事人之一方為落實執行本計畫而向他方透露本身擁有一切相關資訊,包括但不限於試驗主持人資料、計畫書、報告、訊息、圖形、處方及製程等(以下簡稱機密資訊),所有該等機密資訊仍應屬於透露一方的財產。

前項所稱機密資訊,不包括(一)任一方得以書面資料證明於簽署本計畫前或經揭露前各自持有之資料(二)任一方獨自研究發展所得之資料(三)任一方可由正當管道自具有合法權利之第三人處取得之資料,或於揭露時已公開於公眾領域的知識或資料。

七、保密條款

甲、乙、丙三方同意以善良管理人之注意義務,努力維護並妥善保管所有因本計 畫而知悉或持有之機密資訊及其他相關資料(含本合約)。在未獲透露一方書面同 意前,不得洩露或交付予任何第三人。

三方同意並承諾所有因本計畫而知悉或持有之機密資訊應僅使用於本合約所定 之合法用途,且該等機密資訊亦應僅能透露給為執行臨床試驗而有需要知道之人 員(含協同主持人),同時應要求此等人員遵守本條約定之保密義務。

三方同意並承諾,在本合約期間及本合約期滿、終止或解除後,除合約另有規定 為履行本合約外,不得向第三人揭露或交付因本合作關係而取得之機密資訊,但 其揭露或交付係依法律規定者,不在此限。

三方承諾於本合約期間及本合約期滿、終止或解除後,除依法律規定或有權機關要求外,絕不洩露本計畫所有收錄病患之姓名及病歷號碼等與病患真實身份及病情相關之資料。

三方承諾於本合約期間及本合約期滿、終止或解除後,將銷毀或返還他方之機密 資訊。

任一方得要求他方出具書面切結書聲明及保證其持有之他方機密資訊均已銷毀。

八、損害賠償

丙方保證其所提供之藥品(或材料)符合優良藥品製造規範之安全性。

如有受試者因臨床試驗之執行而引起之試驗相關損害時,由甲方及乙方負擔相關損害賠償責任。

九、損害發生之防止

在臨床試驗之前,丙方須提供甲方藥品(或材料)之毒性、藥理作用及其它相關資料。甲方檢討資料後,得在尊重受試者之意願,並評估受試者之症狀兼顧健康管理原則下進行試驗。

乙方應確保受試者同意書獲人體試驗倫理委員會書面核准,且自每位試驗受試者取得書面受試者同意書,並於試驗受試者紀錄中保留一份簽署的同意書正本。 試驗中,甲方及乙方(含協同主持人)發現病人有不良反應而無法繼續試驗或不良 反應可能出現而認為有停止試驗之必要時,應立即中止試驗並通知丙方。

丙方若在試驗期間發現試驗用藥品(或材料)有其他醫院發現嚴重副作用時,應立 即通知甲方及乙方。

乙方應定期提供試驗監測報告予丙方。

試驗所得之生物檢體應依甲方相關規範辦理。

十、合約之終止與變更

- 1. 本合約如因一方之事由,無法繼續進行時,除可能危及受試者安全而得於通知後立即終止合約外,該方應於一個月前以書面通知他方並得其同意後,終止合約;變更時亦同。
- 2. 本合約之一方違反合約規定,除本合約另有規定者外,經他方訂相當期間催告仍不為履行者,該他方得終止合約,違約者並應負損害賠償責任。

十一、不可抗力事件

若有任何一方受到火災、旱災、颱風、暴雨、地震、戰爭及其他類此情況(於本 合約書中簡稱「不可抗力事件」)而使其無法履行本合約者,則該方免於承擔全 部之賠償責任;惟該方仍應在合理限度內盡全力在不可抗力事件存續期間,繼續 履行或恢復履行其依本合約應負之義務。

十二、法規之遵守

三方於實施試驗之際,應遵守臨床試驗之倫理原則及「藥品優良臨床試驗準則」、 「藥物安全監視管理辦法」及其他中華民國相關法令。

十三、聲明及保證

甲方及乙方聲明並保證實施本計畫之人員皆符合,且在本計畫期間全程保有中華 民國相關法令規定之各項資格、核可、許可、證照及條件。甲方並聲明及保證實施本計劃之人員均充份知悉並遵守甲方於本合約之義務,包括但不限於第四條 (研究成果之歸屬與權益)、第五條(學術發表)、第六條(機密資訊)及第七條(保密條款)等約定。

在試驗期間有任何相關資料(包括安全資料及新療法), 丙方應即書面告知甲方。 丙方就本條第二項所示藥品、包裝、標示與資料,均保證其為真正、且未侵害他 人之專利權、商標權、著作權或營業秘密等一切權益。

十四、名稱表示

除非法令要求或經甲方事先書面同意,丙方不得在任何廣告或促銷資料或與臨床試驗之藥品相關之聲明中使用甲方或乙方之名稱或別名,亦不得有任何文詞明示或暗示甲方或乙方認可任何商業產品或服務。甲方及乙方非事先徵得丙方之書面核准,亦不得在任何宣傳廣告中使用丙方及其任何員工之名稱及姓名。

十五、其他約定

- 1.本契約書如有未盡事宜,依有關法令、習慣、誠實信用原則公平解決。
- 2.因本契約引起之爭議,三方得先行接受有關機關協調,若協調不成或任一方拒 絕協調,需進行訴訟者,同意以中華民國臺灣(台北、基隆、桃園、高雄、嘉義) 地方法院為第一審管轄法院,並適用中華民國相關法令。
- 3. 附件及計畫書皆為本合約之一部,惟其內容與本合約牴觸者,無效。
- 4.本合約書正本三份,由甲、乙、丙三方各執乙份。

甲 方:長庚醫療財團法人(台北、林口、高雄、嘉義	、雲林、基隆、桃園)長
庚紀念醫院	院 長:
地 址:	電 話:

乙方: 臨床試驗主持人

地址: 電話:

丙方: 法定代理人:

地址: 電話:

中華民國 年 月 日

附件五

長庚醫院「臨床試驗合約書」申請及審查表(依照本院範本)

院區別: IRB編號: 日期: 年 月 日

合約書類別	□廠商委託。□主持人自行發起、廠商贊助部份經費。						
試驗名稱							
主持人							
委託廠商		聯絡人		電話			
CRO		聯絡人		電話			
 ※依長庚醫院「臨床試驗合約書」範本內容簽訂合約 一、請檢附下列文件: □1.衛福部核准函 □2.臨床試驗合約書(加註版本日期),一式三份 □3.□(1)試驗委託廠商授權 CRO 之授權書 (如為試驗委託廠商委託 CRO 須檢附) □(2)國外試驗委託廠商之承諾書(如試驗委託廠商所在地非為台灣須檢附) □4.其他, 申請人簽名(計畫主持人): 							
二、院區醫研音	β:						
審核意見:							
	主管	:		經辦人	員:		

三、會簽單位		
□法務人員		
□		
	主管:	經辦人員:
四、院區管理部:		
審核意見:		
	主管:	經辦人員:
	<u> </u>	
	院長:	

(書寫空間若不足請以附件方式呈現)

附件六

院區別:

長庚醫院「臨床試驗合約書」申請及審查表(未依照本院範本)

日期:

年 月

日

IRB 編號:

試驗類別	□廠商委託(□新案	· · · · · · · · · · · · · · · · · · ·				
·	□主持人自行發起	、廠商部分贊	贊助(□新案□修正	案)		
試驗名稱						
主持人						
委託廠商		聯絡人		電話		
CRO		聯絡人		電話		
	完「臨床試驗合約書	」範本內容	簽訂合約			
一、增修訂條文	【内容說明如下表:					
原	條文	增修言	「條文內容		說明	
- H 1A m	1 >- 41					
二、請檢附下列						
□1.衛福部 □2 転 c 対	·核准凶 、驗合約書(加註版)	十口枷)。				
	、	平口 期 ノ・				
	仍(戰鬥平個) E份且完成廠商與計	建士は 人 ウ 2	然 翌/ 正 书 田 臼 炶〉			
			双名(亚氏用导放)			
□3.試驗委託廠商授權 CRO 之授權書 (ha 为 対 財 和 本 式 cro 元 元 式 Cro 元 元 公 cro 元 元 式 cro 元 元 公 cro 元 元 元 cro 元 元 元 元 元 元 元 元 元 元 元 元 元 元 元 元 元 元 元						
(如為試驗委託廠商委託 CRO 須檢附) □4.國外試驗委託廠商之承諾書(如試驗委託廠商所在地非為台灣須檢附)						
□4. 國外試驗安託廠商之承諾書(如試驗安託廠商所在地非為台灣須檢附) □5.其他,						

三、請於合約內容項目表自我申報:							
合約內容項目	送件者	 f		醫研部	審查		
	頁數	條文	送件確認	收件 確認	符合	不符合	備註
1.載明的試驗計畫名稱,與 IRB 核准函相同。							
2.戴明的主持人姓名,與 IRB 核准函相同。							
3.研究護師或助理係由本院臨床試驗中心所提供。			<u> </u>			<u> </u>	
4.本案屬觀察性、非介入性、病歷回溯或問卷調查等類型之 試驗。							
5.本試驗未蒐集檢體(或已於試驗計畫書中約定處理方式)。							
6.本試驗無需經衛福部核准。							
7.本試驗未委任 CRO 執行。							
8.載明受試者保護條例(醫療專家審查):				•			
(1)如臨床試驗有造成受試者傷害之虞者,試驗委託者應於試驗開始前敘明其醫療安排,包含醫療提供者及支付費用者:如依本研究所訂臨床試驗計畫因而發生不良事件或造成受試者的損害,應由試驗機構提供專業醫療照護及諮詢,必要之醫療費用由(有贊助廠商:試驗委託者)(無贊助廠商:試驗機構及試驗主持人)負擔。(AAHRPP1.8A)							
(2)如試驗委託者執行臨床試驗之安全監測,發現對受試者有安全疑慮及影響臨床試驗之執行時,應立即通報本院 IRB 及主持人。(AAHRPP 1.8 B)							
(3)試驗委託者或其代理人負責臨床試驗之資料與安全監測時,應提供安全監測報告予本院 IRB 及主持人,緊急的報告必須在十個工作日內提供;例行報告必須在 30 個工作日內提交。(AAHRPP 1.8 C)							
(4)於臨床試驗結束後 2 年內,如發現非預期且直接影響受試者安全之疑慮,試驗委託者應以公函通知本院 IRB 及主持人,以利通知受試者。(AAHRPP 1.8 E)。							
(5)如試驗委託者有授權其他臨床研究機構(CRO)執行本臨床 試驗,或試驗委託者被授權執行本臨床試驗,試驗委託者應 檢附授權 CRO 之授權書。關於維護試驗數據的品質與完整 性之最終責任,仍應由試驗委託者負責。(JCIA HRP3.1)							
(6)試驗委託者確保研究數據之可靠性和有效性及其結果與 報告是準確的統計、符合倫理與無偏差的。(JCIA HRP3)							
合約內容項目	送件者	-		法務組	審查		
	頁數	條文	送件確認	收件確認	符合	不 符合	NA
1.於合約中載明計畫執行費用。		<u> </u>					<u> </u>
2.載明學術發表的權限。	<u> </u>	<u> </u>			<u> </u>		<u> </u>
3.載明計畫成果之權利歸屬。		<u> </u>			ļ		<u> </u>
 4.載明試驗相關損害賠償責任,除因試驗機構或主持人之故 意或過失所致者外,概由試驗委託者負全部責任。 							<u> </u>
5.載明試驗所得之檢體樣本須依法令與本院相關規範處理。		<u></u>					
申	請人簽	名(計	·畫主持	人):			

四、初審意見:			
□醫研部:			
	主管:	經辨人員	:
	·		
~			
□法務人員:			
	, pt.	1- W - P	
	主管:	經辦人員	•
□會簽單位			
(若屬研究護師由本院臨)	宋試驗中心所提供,應會	簽該院區臨床試驗中心確認)	
	1	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	
	主管:	經辦人員	•
	土官・	經辨八 貝	•
五、申請人審查意見回覆	•		
		中华1 ダク (山事十七) 、	
		申請人簽名(計畫主持人):	

六、複審意見: □院區醫研部:		
	主管:	經辦人員:
□法務人員:		
□會簽單位	主管:	經辦人員:
	主管:	經辦人員:
七、院區管理部:		
審核意見:		
審核意見:		
審核意見:	主管:	經辦人員:
審核意見:	主管:院長:	經辦人員:

(書寫空間若不足請以附件方式呈現)

附件七

廠商贊助研究計畫合併審查送審文件確認清單(IRB NO:)

- 一、以下注意事項:
 - 1.請計畫主持人於合約簽署用印前務必完成並通過 IRB 之審 查。
 - 2.若研究計劃需生物資料外送,請務必於 IRB 申請時填寫。
- 二、請依下列表單順序置放,並勾選已檢附之文件,若無需檢附或缺件請於備註欄位說明。
- 三、本體系多中心執行案件,申請流程由單一院區先行審理,並於該 院區合約用印完成後,檢送該院區合約書影本及相關文件予其他 院區核備用印。送審順序得依以下兩項流程擇一辦理:
 - (1)依照林口、高雄、嘉義、基隆、桃園等順序送審。
 - (2)由本院計畫總主持人所屬院區發起審理通過後,其他院區追認。
- 四、申請者合約審查應回覆天數為 10 個工作天,若案件未於醫研部初審後 30 個日曆天內回覆者,則視同撤案;重新送件審查費每案每次新台幣三萬元整,應由申請者檢附廠商名稱與統一編號、繳款單、匯款單及回郵信封,院區醫研部始辦理收案及入帳作業。惟於撤案日前以書面提出報備延長作業時限者,得不列入撤案辦理,且每次延長以 15 個日曆天為限。
- 五、如為變更經費、展延試驗期間或增加院區之合約變更案件,無需 繳交合約內容項目申報表。
- 六、廠商贊助研究助理之聘任:
 - 1. 研究計畫需研究助理協助執行者:
 - ◎新聘:請依照「廠商贊助計畫研究助理臨時識別證申請表」 繳交相關文件至院區醫研部辦理申請臨時識別證作業。
 - ◎續聘或其他 XMRP 計畫兼任者:填報「廠商贊助計畫研究 助理登錄申請表」予院區醫研部辦理人員登錄更新作業。
 - 2. 研究計畫無需研究助理協助執行者,請檢附項次10。

類別	項次	表單	送件	收件	備
	快入		確認	確認	註
合約		臨床試驗合約書申請及審查表			
申請	1	□依照本院範本			
		□未依照本院範本			
		臨床試驗合約書(請加註合約版本日期)			
	2	□一式一份(議約草稿)			
	2	□一式三份且完成廠商與計畫主持人之簽署(正式用			
		印版)			

類別	項次	表單	送件確認	收件 確認	備註
	2	□衛福部核准函影本			
	3	(如為醫療法所稱人體試驗案須檢附)			
	4	□試驗委託廠商授權 CRO 之授權書			
	4	(如為試驗委託廠商委託 CRO 須檢附)			
	F	□國外試驗委託廠商之承諾書			
	5	(如試驗委託廠商所在地非為台灣須檢附)			
		□合約條文對照表:依本院英文合約範本之條文排序			
		製作內容對照表(表格內容須能於各欄位清楚對照本			
	6	院範本及廠商合約條款內容),並明確標註相關必要			
		記載條款(如檢核表內容等)			
		(如為英文合約需檢附)			
	7	□廠商贊助人體研究計畫申請表-首次申請			
		□多中心臨床試驗案件計畫主持人聲明書			
	8	(如為多中心臨床試驗案須檢附,如因試驗進度無			
		法於申請時繳交,應於帳號核定前補齊)			
帳號	9	□未收取試驗主持人費聲明書			
申請		(如未收取試驗主持人費須檢附)			
	10	□未聘任研究助理/護師之主持人聲明書			
	10	(如不需要研究助理/護師協助計劃執行須檢附)			
	11	□藥品管理費評估表			
	11	(如為藥品試驗須檢附)			
	10	□人體生物資料外送申請審查表			
	12	(如需生物資料外送必須檢附)			
		□中/英文摘要乙份(須涵蓋有檢體外送需求)			
	13	(如需生物資料外送必須檢附)			
人體		□研究計劃書			
生物	14				
資料 外送	15	□人體試驗倫理委員會同意證明			
申請	16	□衛福部核准輸出函文(如外送至國外)			
	17	□受試者同意書(IRB 核准版本)			
		□蓋用印信申請單			
	18	□院長章□院章			
其他	19	□蓋用印信申請單			
	19	□院長章□院章□其他:日期章			

類別	項次	表單	送件 確認	收件 確認	備註		
	20						
以上文	以上文件除 IRB(及衛福部)核准函及第8項外,其餘文件須備齊後,始立案送審。						

引動土村へ(競石)・ 口期・	計劃主持人(簽名):	日期:
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廠商贊助研究計畫

【 | 人體 | 非人體研究計畫核定清單-首次申請/續申請]

		- 752 - 77 / -	/122 1 2 3 1		1 1 2 1 3 1 3 2		
主	持人	單位 科別		案號	計畫 期限		
		代號					
土上士							
山	り石件・						
П <i>;</i>	衛福部計畫核准	案號:部授/	食字第	 號			
	長庚人體試驗倫			* //G			
	人人人人 自己 四八八 一	在安 员 自门	© 10 11 .				
	項目	核定經費	院外經費	院內經費	說 明		
	人事費						
研	消耗性材料藥品費	į.			掛號、檢驗等費用		
究	儀器設備費						
計	業務費						
劃	有關研究他項費用]					
經	管理費				百萬以下提撥 15%,超過部份提撥 5%		
費					下限為1萬,上限為20萬		
	小計						
研究	藥品管理費						
總	計						
		•					
					廠商贊助研究計畫專用章		
					編 號		
					主持人		
					有效自年月日		
					期間		
					外部機構贊助主持人核決		
註:	註:計畫章請自行刻印,模式如右:						

註一:所有協助主持人執行試驗之院外研究人員(包括研究護師),應向所在院區申請臨時識別證,恪遵醫院規範;若造成醫院損害,需依損害情況加以賠償。

註二:以匯款方式入帳者,請儘可能由國內分公司或代理單位匯入新台幣;若由國外匯入,務請於匯款文件加註試驗編號。已匯入之款項請儘速填報繳款單,以利經費之使用。

註三:依試驗進度分期撥款,第一次繳款需於試驗起始15日前,惟試驗帳戶之金額不得超支為負。

註四:自94年6月起,試驗帳號為每年核給。

註五:上期計畫案號到期後如經費仍有餘款,將全數於到期後下月10日前轉移至下一年度。

長庚醫院廠商贊助人體研究計畫申請表-首次申請

		姓名:		執行院區	:		
	計畫主持人	職稱:		科別:			
				科別代號	:		
研究	本院 IRB 案號	原案號:					
	計畫名稱						
計	 衛福部核准	衛福部核准函	號(如為人體試驗計	畫,本欄必填,	最新一次文	.號)	
計畫基本資料	1月1日1707年	文號:	日期:	年	月 日		
基		是否提供試驗	用醫療器材?				
資		□是,產品名	稱:				
料		請依本院『臨	床試驗用醫療器材管	理作業要點』	檢附相關文化	件(「長庚ノ	人體試
	試驗用醫材	驗倫理委員	會同意臨床試驗證明	書」、「廠商贊、	助試驗用醫	寮器材填報	表」、
		「試驗用醫	療材料處理切結書」	及醫療器材相	關證明文件(如醫療器材	才許可
		證、仿單等)),供本院資材辦理	後續管理作業	0		
			,,, v. x (1)	XXX = IIX			
		公司名稱:					
	贊助廠商	聯絡人:					
		電話:()					
廠		公司名稱:					
商贊	CRO	聯絡人:					
助		電話:()					
助資料			要研究護師/助理協助				
শ	四声举行/电四		己聘任人員:(姓名、)			,	
	研究護師/助理		或須繳交相關報到文件 請說明原因,並檢附未)	
		□台(如省, ā 原因:	消 就	特任研究助母	全年 明青/		
☐ 	 請單年期帳號						
	明十十						
註:							
1. 申	= 請單年期帳號者	丫 ,若計畫期間]超過一年請於原 XMRF) 帳號到期日前	介辨理續申請	<u></u> °	
2. 申	· 請多年期帳號者	丫 ,贊助項目與	· 全額明細表請按第一	年至第 N 年,	逐年編列。		
		贊助項目與金	額明細表,請編列一年	年匯入之經費(第一年)		
	項目	院外經費		說	月		
			限計畫主持人費;若	無編列計畫主	持人費,請	檢附未收耳	反主持
			人費之聲明文件。人				
人事	季 費		助理之聘雇,由贊助		• -		
			執行研究(XPRP 不在)				
			執行者,應檢附未聘	·			上 ハ
泳を	(州 11) 湖 口 串		受試者掛號費、門診				-
冯未	E性材料藥品費		院費、營養費,受試務費、衛教費用及醫		.平两、食佰	佣 助質、冒	雪
焦日	器設備費		切貝 阳	叩砂凉貝子。			
找白	可以用貝						

		委託本院臨床試驗中心之服務?	費(專案經理負責行政支援、臨		
業務費			用,資訊系統支援、生物統計支		
N 40 A			本項費用應依本院收費標準編		
		列。	57. 杜勒 弗 (帝 W 77. 帝 W 97. 皇 Jr. /世		
有關研究他項費用 文具費、郵電費、影印費、資訊軟體費、電腦及電腦周型 費等。					
		· ·			
管理費			上限為20萬,由系統自動轉扣。		
		□首年收取基本設定費 10,000			
			· 收費,若同時有兩種以上儲存方		
		式,以費用高者為計價依據:			
		□室溫 26,000 元、			
研究藥品管理費		□冷藏 31,000 元、			
		□冷凍 38,000 元。			
			由醫研部轉當院區試驗專責藥師		
		審理。	1 图 5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		
總計		世 生			
注意事項:					
	九行試驗之院內	外研究人員(包括研究護師),應	集恪遵醫院規範;若造成醫院		
損害,需依損害情					
	•	記護師)須於到院3天內完成教育	予訓練。		
本人已詳閱上述注意	意事項並瞭解本	院「廠商贊助研究計畫作業準見	則」之相關規定,並已確認所檢		
附之文件資料均真實	『無誤。若所檢	附之文件資料與規定不符,本人	【了解將會影響本人之申請。		
計畫主持人簽名:_		日期:			
廠商贊助部分經費-	臨床試驗中心審	F核意見:			
吸引力的力力。					
■醫研部審核意見:	口记归 丛丛语	λ ¼ π ťa α μα μ χ □VVND□VDDI			
□ 文件繳交備齊,擦 	建 逋 過,亚依據行	合約用印日期核發□XMRP□XPRI	『		
院長		院區醫研部 主管	院區醫研部 經辦		
		<u> </u>			

附件十

廠商贊助研究計畫案號續申請確認清單

項次 1	長單 □廠商贊助人體試驗計畫申請表	備註
2	□衛福部核准函影本(如為醫療法所稱人體試驗案須檢附)	
3	□執行機構用印之臨床試驗合約書影本	
4	□藥品管理費評估表(如為藥品試驗須檢附)	
5	□藥局簽具之材料交運單(如已無需編列藥管費須檢附)	
6	□其他	

長庚醫院廠商贊助人體研究計畫申請表-續申請

	•>		72 12012	74 7 74 74	
研		姓名:		執行院區:	
究	計畫主持人	職稱:		科別:	
		XMRP(XPRP)原案號	:	科別代號:	
計畫基本資料	本院 IRB 案號	原始案號:			
資料	計畫名稱				
		公司名稱:			
	贊助廠商	聯絡人:			
		電話:()			
廠		公司名稱:			
	CRO	聯絡人:			
商贊助資料		電話:()			
資		本計畫是否需要研	究護師/助理協助執行	÷?	
斜		□是(如是,已聘任	E人員:(姓名、聯絡	電話)	
	研究護師/助理	或須線	效交相關報到文件及預	[計報到日:)
	, , , , , ,	□否(如否,請說明	月原因)		
		原因:			
		贊助項目與金額	明細表,請編列一年	匯入之經費	
	項目	院外經費		說 明	
			限計畫主持人費;若	無編列計畫主持人費	,請檢附未收
			取主持人費之聲明文	.件。人事費不得編列码	研究助理/護師
人事	3 弗		之費用;研究助理之	聘雇,由贊助廠商自	行聘用,派駐
八百	* 貝		本院協助計畫主持人	.執行研究(XPRP 不在	此限)。如無需
			聘任研究助理/護師協	岛助計劃執行者,應檢	附未聘任研究
			助理/護師聲明書。		
			受試者掛號費、門診	相關費用,各項檢驗	、檢查、治療
消耗	毛性材料藥品費		費、住院費、營養費	,受試者與陪伴者之	車馬、食宿補
			助費及醫師診療費等	. 0	
儀器	器設備費				
			委託本院臨床試驗中	心之服務費(專案經	理負責行政支
安立	文 弗		援、臨床研究人員(例	刊:研究護師)費用,資	訊系統支援、
業務費			生物統計支援及檢體	皇處理和貯存等費用)	。本項費用應
			依本院收費標準編列	0	
七月	月虹龙仙石弗田		文具費、郵電費、影	印費、資訊軟體費、	電腦及電腦周
伊肖	圆研究他項費用		邊設備費等。		
			百萬以下提撥 15%,	超過部份提撥 5%,下1	限為1萬(包含
管理	里費		當年度無以上贊助經	費編列項目者),上限	艮為 20 萬,由
			系統自動轉扣。		

		□首年收取基本設定費 10	,000元,			
研究藥品管理費	且每年依不同溫度的儲存條件收費若同時有兩種以.					
		儲存方式,以費用高者為言	計價依據:			
		□室溫 26,000 元、				
7. 元宗 10 万 2 页		□冷藏 31,00 元、				
		□冷凍 38,000 元。				
		註:此項應檢附藥管費評何	古表由醫研部轉當院區試驗專			
		責藥師審理。				
總計						
注意事項:						
1 1 加山中安贴河地	1张 L. 伽 弗 切 士 利 k	从,收入勘插位云 一 左应				
1. 工期訂重系號到期	接如經貨仍有剩 個	涂,將全數轉移至下一年度	0			
2. 所有協助主持人執	1.行試驗之院內外码	开究人員(包括研究護師),原	售恪遵醫院規範;若造成醫			
院損害,需依損害	言情況加以賠償 。					
本人已詳閱上述注意	事項並瞭解本院	「廠商贊助研究計畫作業準見	則」之相關規定,並已確認所			
檢附之文件資料均真	實無誤。若所檢附	· 十之文件資料與規定不符,本	人了解將會影響本人之申請。			
計畫主持人簽名:_		ョ期:				
醫研部審核意見:						
□文件繳交備齊,指	疑通過,核發□XM	RP□XPRP 帳號。				
院長		院區醫研部 主管	院區醫研部 經辨			
			<u> </u>			

未收取試驗主持人費聲明書

	<i>></i>	
己試驗案無領取記	式驗主持人	
致使本計畫因為	本人過失造成	成醫院或他人受
人負法律責任。		
der on the		
立聲明書人		
試驗主持人:		
年	Ħ	п
十	力	日
	式驗案無領取記 致使本計畫因 人 負法律責任。 立聲明書人	立聲明書人試驗主持人:

未聘任研究助理/護師聲明書

IRB 案號_		 	
試驗名稱	:		
原因:			

- 1.本人已確認本研究試驗案無聘任研究助理/護師。
- 2.如有不實之陳述,致使本計畫因本人過失造成醫院 或他人受損害時,概由本人負法律責任。

此致

長庚醫療財團法人

立聲明書人

試驗主持人:

中華民國 年 月 日

XMRPG 經費繳款流程

- 1. XMRPG 繳款方式以匯款為主,支票請參照下頁說明。
- 2. 繳款:廠商依該 XMRPG 案號將應繳入金額匯入華南民生分行(抬頭:長庚醫療財團法人,帳號:126160003438),銀行開立匯款單給廠商。廠商將 XMRPG 案號、廠商資料(含公司抬頭、統編、地址、聯絡人姓名、電話、傳真號碼)及匯款單以傳真方式傳至計劃主持人。
- 3. 入帳:計劃主持人以「HIS 系統/研究計劃」查詢該 XMRPG 案號研究計劃經費使用情形(E:消耗性材料藥品費、S:藥管費、A:主持人費、Z:研究他項費用),若費用為空白,優先編列藥管費,剩餘費用再編列消耗性材料藥品費、主持人費、研究他項費用。

4. 入帳流程:

- A. HIS 系統/出納/出納繳款
- B. 院區選擇「台北院區」
- C. 輸入資料:繳款票據選擇「否」、機構選擇「G」、部門代碼選擇「00400」、 聯絡人電話
- D. 票款選擇「G」、款項選擇「YP」、對象別輸入廠商統編、銀行帳號(按F9 選擇華南民生甲#343-8)
- E. 輸入正確金額(核對匯款單上金額與欲匯入金額是否相符),手續費請勿輸入
- F. 備註輸入「案號及費用類別」(案號及費用類別之間請勿出現空格或標點符號), ex: XMRPG370001E, 匯入之金額若為不同之費用類別,請分列輸入(可按換行鍵操作,若同一筆金額欲入五筆不同的案號或費用類別,須分列五行呈現),進行存檔動作並抄下繳款單編號
- G. 按下列印,輸入繳款單編號,繳款單共兩張,在第一聯空白處寫入帳戳 張日期
- 5. 將繳款單及該 XMRPG 案號匯款單資料影本寄至台北出納,台北出納確認該 筆資料無誤後,寄還繳款單第二聯給計劃主持人,寄出繳款單第一聯及匯款 單資料給會計。
- 6. 會計收到繳款單第一聯及匯款單資料,即輸入繳款金額並寄出收據給廠商。
- 7. 廠商在試驗主持人將繳款單寄給台北出納後四到五個工作天收到繳款收據。 廠商採支票方式繳款流程:
- 1. 廠商依該 XMRPG 案號將應繳入金額填寫至支票,廠商將 XMRPG 案號、廠 商資料(含公司抬頭、統編、聯絡人姓名、電話、傳真號碼)及支票以傳真方 式傳至計劃主持人。
- 2. 支票入帳流程:

- A. HIS 系統/出納/出納繳款
- B. 院區:視到哪個院區繳交而定, ex:至林口院區,請選擇林口院區
- C. 輸入資料:繳款票據選擇「是」、機構選擇「G」、部門代碼選擇「00400」、 聯絡人電話
- D. 票款選擇「A:支票」、款項選擇「YP」、對象別輸入廠商統編、付款銀行代號、銀行帳號、票據號碼、到期日
- E. 輸入正確金額(支票上之金額)
- F. 備註輸入「案號及費用類別」(案號及費用類別之間請勿出現空格或標點符號), ex: XMRPG370001E, 匯入之金額若為不同之費用類別,請分列輸入(可按換行鍵操作,若同一筆金額欲入五筆不同的案號或費用類別,須分列五行呈現),進行存檔動作並抄下繳款單編號
- G. 按下列印,輸入繳款單編號,繳款單共兩張,在第一聯空白處寫入聯絡 人姓名、電話、地址
- 3. 將繳款單(共兩聯)傳真給廠商,以供廠商至指定院區出納繳款使用。

兩商依該 XMRPG 案號將應繳入金額填寫至支票

 廠商傳真廠商資料及支票至計劃主持人

計劃主持人確認廠商資料及支票無誤,判定該筆支票金額的繳費類別,執行出納繳款作業,列印繳款單(共兩聯)

 傳真繳款單給廠商

 繳款單供廠商至

指定院區出納繳款使用

延期 長庚醫院廠商贊助□人體 研究計畫 變更 申請表 非人體 撤銷 主持人 科別 案號 案號 執行 IRB 案號 院區 核准執行期限 計劃名稱: □變更 □撤銷 □延期 原因說明: 計畫主持人簽名: 日期: 本計畫是否需要聘任研究助理或研究護師協助執行? □是(請接續填答), □已聘任:(姓名、聯絡電話) □否,原因: 經費項目 差異原因說明 修改前 修改後 人事費 研 消耗性材料藥品費 究 儀器設備費 計 業務費 劃 有關研究他項費用 經 管理費 費 小計 研究藥品管理費 總計 醫研部審核意見: 通過 | 不通過 院長 醫研部主管 醫研部經辨

附件十六

派駐人員之工作規定:

- 1.從事研究護師年資兩年以內者,於本院負責計畫件數不超過三件;年資兩年以 上者,於本院負責計畫件數不超過五件。若遇特殊案件應檢送廠商公文、相 關文件說明至院區醫研部審核,院區院長核決後始可進行。
- 2.人員資格與條件:身體健康並能勝任工作,配合繳交「廠商聘任助理之發函證明」「聘任條件及職務說明書」、「年資認定確認清單」、「4小時GCP教育訓練證明」及「基礎急救訓練證書(BLS)」,若試驗計畫需執行「護理人員法」所規範之業務時,應繳交護理人員證書影本」。
- 3.新進體檢:應檢附新進工作人員最近三個月主管機關指定醫院(且為地區醫院以上者)體格檢查法定項目合格彙總報告(須含執行B型肝炎相關檢查)。
- 4.續任體檢:每年應配合本院提供派駐人員之定期實施法定項目之健康檢查(需為 勞委會指定之體格檢查醫療機構,且為地區醫院以上者),並由主持人簽名確 認後予院區醫研部備查。

5.識別證:

- (1)新進:應於到任一週內完成臨時識別證申請、制發及配掛作業:識別證由主 持人申請、院區醫研部及管理部核簽後,由考勤核發。於本院執行業務時均需 佩戴識別證,在院期間須確實遵守研究區管理及安全衛生規定。
- (2)延期或變更:應於研究助理臨時識別證到期前填報「廠商贊助研究助理/護師延期申請表向院區醫研部提出申請。
- (3)離職應填報「廠商贊助研究助理離職通知書」予院區醫研部並至考勤部門繳回臨時識別證。
- 6.教育訓練:派駐人員應於報到後三天內繳交廠商贊助研究助理報到須知及完成 教育訓練。
- 7.依本院規定申請 HIS 帳號密碼及設定權限。
- 8.服裝儀容:派駐人員服裝儀容整齊清潔。
- 9.監督稽查:派駐人員在工作場所均應遵守本院各項規定及業務管理部門之督導及不定期稽核。
- 10.研究抽血檢驗依本院檢驗醫學科規定辦理。
- 11.其他:其他未盡之事宜比照本院「人體試驗作業管理辦法」、「長庚醫學研究計畫管理辦法」及「廠商贊助研究計畫作業準則」辦理。

廠商贊助計畫研究助理登錄申請表

研究助	理姓名	研究助理
研究助	理電話	研究助理
		e-mail
計畫執		□基隆 □林口 □桃園 □台北 □嘉義 □高雄
	與核准執	
行其	•	日期:自民國年月日至民國年月日
	與核准執 月限	
計畫主持		日期:自民國年月日至民國年月日
1		
計畫	中文	
名稱	英文	
CRA 聯	姓名	連絡電話
絡人相 關資訊	e-mail	
聘任	廠商	
		註:若屬不同試驗廠商委託同一位研究助理執行不同研究計畫案,應每案皆
		檢附『廠商聘任助理之發函證明』、其『聘任條件及職務說明書』及『IRB
、 上		計畫主持人及試驗團隊隱私保密切結書』
注意	争垻	(1) 本院將不定時進行人員執行臨床研究時配戴識別證情形之稽查,並請各
		單位主管、計畫主持人及研究助理/護師配合辦理。
		(2) 非本院所聘之研究助理,在本院執行業務時均需佩戴識別證,未配戴識
		別證者不得進入本院門診、住院病房及病歷室等接觸病人資料及檢體之
		相關醫療場所。
		(3) 作業範圍僅限於該研究計畫之執行,不得執行醫院其他行政作業,並且
		遵守台灣相關法令規定及藥品優良臨床試驗準則。若有違反規定之情
		事,該員應停止於本院執行臨床試驗相關業務,並應負相關法律責任,
		且本院得回收已領取之識別證。
		(4) 在院期間須比照本院員工確實遵守研究區管理及安全衛生規定;若有違
		反本院規定者,悉依本院相關懲處辦法辦理。
		(5) 不得未經病人授權以其名義掛號、未經醫師授權以其名義調閱病歷資料
		或以其他不正當方法取得病歷資料。
		(6) 派駐於本院執行之研究護師年資兩年以內者,於本院負責計畫件數不超
		過三件,年資兩年以上者,於本院負責計畫件數不超過五件。
		(7) 應持有護理人員證書始得執行「護理人員法」所規範之業務,如違反規
		定則立即終止協助本院 PI 執行計畫內容並需繳回本院臨時識別證。
		(8) 廠商聘任研究助理/護師於本院工作期間,主持人應負完全督導責任並管

控。

- (9) 臨時識別證展延應填寫「廠商贊助計畫研究助理臨時識別證延期申請表」至院區醫研部申請。
- (10)離職應填寫「廠商贊助計畫研究助理離職通知書」至院區醫研部申請並主動繳回識別證至考勤。
- (11)如違反本院規定幫人代刷卡,第一次違規者,由院區提報異常並通知廠 商及PI應確實管理,第二次違規者,則終止協助本院PI執行計畫內容 並需繳回本院臨時識別證。

本人已詳閱上述注意事項並瞭解本院「廠商贊助研究計畫作業準則」之相關規定,並已確認所填寫之文件資料均真實無誤。若所填寫之文件資料與規定不符,本人了解將會影響本人負責之計畫案號經費啟用。

廠商聘任研究助理/護師簽名:	日期	:
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計畫主持人簽名: 日期:

表單流程:一式兩聯:申請人→醫研部→管理部→正本寄主持人留存 副本寄院區醫研部留存

廠商贊助計畫研究助理【臨時識別證】申請表

研究助理姓名							
研究助	理電話			研究助理 e-mail			
申請	類別		□新申	請計畫	□變更計	畫	
研究助 計畫		□一個計畫 □同時協助兩個以上 資訊:計劃案號、 姓名、計畫名稱、(計畫執行	行機構、工 价	地點、計畫		
計劃	案號	□新申請之計畫: IRB 案號(原案號): □原協助計畫資料: IRB 案號(原案號): XMRP: 原因:		П	RB 案號(新 RB 案號(新		
計畫執	行機構	□基隆 □林口 □桃	園 🗌台	北 □嘉義	高雄		
工作	地點	□門診病房 □實驗室	<u></u>	□其他	2		
計畫執 (IRB 核		自民國年月_	日	至民國年	三月	_日(全程計	年)
計畫主持	持人姓名						
申請	部門						
計畫	中文						
名稱	英文				_		
CRA 聯	姓名			連絡電話			
絡人相 關資訊	e-mail						
申請臨時	F識別證/	□ 臨時識別證自民國_	年	月日至1	民國年	月日(全和	建計年)
門禁士	- 期間	□ 門禁卡自民國年	月_	日至民國_	年月	日(全程計	年)
計畫執	行內容	是否需要收集檢體: □是,檢體是否為 RC □否	G2 : □;	是,		ĵ	
護理人員證書 影本		□是(若試驗計畫需要 時,應繳交護理 □否			師執行「護理	里人員法」所	規範之業務
檢附文件		□ (1) 非受雇人員資□ (2) 廠商聘任助理□ (3) 聘任條件及贈□ (4) 年資認定確認□ (5) 助理3個月內	2之發函 人務說明 公清單	證明書	(需含執行 B	型肝炎相關	檢查,需為

	勞委會指定之體格檢查醫療機構,且為地區醫院以上者)				
	□(6)若試驗計畫需執行「護理人員法」所規範之業務時,應繳交護理人				
	員證書影本」				
	□ (7) 4 小時 GCP 教育訓練器	全明			
	□(8)基礎急救訓練證書(BI	S)			
	□(9)個人資料蒐集告知條款	饮及同意書			
	□ (10) IRB「計畫主持人及訂	试驗團隊隱私保密切結書」			
	□(11)學經歷驗證文件與畢	業證書影本			
		一位研究助理執行不同研究計畫案,應每案皆			
		明』、其『聘任條件及職務說明書』及『IRB			
	計畫主持人及試驗團隊隱私保	密切結書』			
	(1)非本院所聘之研究助理,	在本院執行業務時均需佩戴識別證,識別證由			
	計劃主持人申請、院區醫及	开部、管理部核簽後,由考勤核發。在院期間			
	須比照本院員工確實遵守研	研究區管理及安全衛生規定;若有違反本院規			
	定者,悉依本院相關懲處到	辦法辦理。			
注意事項	(2)派駐於本院執行之研究護師年資兩年以內者,於本院負責計畫件數不超過				
	三件,年資兩年以上者,於	本院負責計畫件數不超過五件。			
		主持人應負完全督導責任並管控。			
	_	研究助理離職通知書」至院區醫研部並主動繳			
	回識別證至考勤。	"			
	• • • • • • • • • • • • • • • • • • • •	却列历如丰及业本训练细和丰、兴知刘依一工			
報到當日(欲領取		報到須知表及教育訓練課程表,並報到後三天			
臨時識別證當日)		確認並簽名後寄至院區醫研部。			
注意事項	(2)請攜帶身分證正反面影本及	上近三個月2吋照片兩張至考勤領取臨時識別			
·	證。				
計畫主持人名	簽名: 日	期:			
		–			
	審查	結 来 			
管理部:		醫研部:			
□通過		□通過			
		□臨時識別證起迄時間:			
		~			
		門禁卡起迄時間:			
		~			
□不通過,原因_		□不通過,原因			
士祭・	經辦:	主管:經辦:			
工官・		土			

廠商贊助計畫助理報到須知

報到日期: IRB 案號: 計畫案號:

項次	確認及告知事項
4	報到須知表及教育訓練表於報到後三天內經計畫主持人及研究助理/護師
1	確認並簽名後寄至院區醫研部。
	非本院所聘之研究助理,在本院執行業務時均需佩戴識別證,未配戴識別
2	證者不得進入本院門診、住院病房及病歷室等接觸病人資料及檢體之相關
	醫療場所。
	作業範圍僅限於該研究計畫之執行,不得執行醫院其他行政作業,並且遵
2	守台灣相關法令規定及藥品優良臨床試驗準則。若有違反規定之情事,該
3	員應停止於本院執行臨床試驗相關業務,並應負相關法律責任,且本院得
	回收已領取之識別證。
4	不得未經病人授權以其名義掛號、未經醫師授權以其名義調閱病歷資料或
4	以其他不正當方法取得病歷資料。
5	離職應填寫「廠商贊助計畫研究助理臨時識別證變更申請表」至院區醫研
3	部申請並主動繳回識別證至考勤。
6	計畫展延應填寫「廠商贊助計畫研究助理臨時識別證延期申請表」至院區
0	醫研部申請。
	應持有護理人員證書始得執行「護理人員法」所規範之業務,如違反規定
7	則立即終止協助本院 PI 執行計畫內容並需繳回本院臨時識別證。依本院
	規定申請 HIS 帳號密碼及設定權限。
	如違反本院規定幫人代刷卡,第一次違規者,由院區提報異常並通知廠商
8	及 PI 應確實管理,第二次違規者,則終止協助本院 PI 執行計畫內容並需
	缴回本院臨時識別證。
9	本院將不定時進行人員執行臨床研究時配戴識別證情形之稽查,並請各單
	位主管及計畫主持人配合辦理。
10	派駐於本院執行之研究護師年資兩年以內者,於本院負責計畫件數不超過
	三件,年資兩年以上者,於本院負責計畫件數不超過五件。
11	已確實了解本院『廠商贊助研究計畫作業準則』之規定。
12	有關廠商贊助計畫及臨床試驗執行相關規定,應參閱本院網頁最新公告辦
	理。
	請親自簽名並經計畫主持人簽名確認後連同教育訓練表寄回醫研部。
-	青楚上述醫研部告知之事項,若有個人聯繫資訊變動會同步告知院區醫研
部。(;	如同時協助多位 PI,則需請各 PI 簽名)
	l am a
研究即	
計畫3	E持人簽名:
計畫十	E 持人一: 日期:
回車コ	ロ 切・ ロ 切・

計畫主持人二:	日期:
計畫主持人三:	日期:

廠商贊助研究助理/護師教育訓練清單 (新進)

類別	項次	訓練類別	課程名稱	訓練時數	備註
	1	職前訓練	病人的權利與配合事項	1小時	
	2	職前訓練	醫院事件應變及指揮系統	1小時	
	3	職前訓練	性別平等法與性騷擾防治辦法	1小時	
	4	職前訓練	服務禮儀訓練	1小時	
	5	職前訓練	資訊安全-個資法基本概念	1小時	
	6	職前訓練	本院與所分配部門(單位) 工作環境介紹	1小時	
はって	7	 職前訓練	*此項由計畫主持人辦理 危險材料	1 小時	
共通	8	職前訓練	緊急應變	2 小時	
		職前訓練		1 小時	
	9		病人隱私與安全維護	, ,	
	10	職務基礎訓練	醫療糾紛預防措施	1小時	
	11	安全衛生訓練	醫院消防安全管理須知	1小時	
	12	安全衛生訓練	勞工安全衛生法概要	3 小時	
	13	病人安全照護	病人辨識、預防跌倒	1小時	
	14	感染管制訓練	感染管制教育訓練 (含 TB 防治 1 小時)	6小時	
rk r	15	專業訓練	臨床研究相關注意事項	1小時	
臨床	16	專業訓練	利益衝突管理	1小時	
	17	病人安全照護	用藥安全及藥物不良反應通報	1小時	
特殊	18	專業訓練	檢體收集作業(血液、尿、大便) 之安全及注意事項	1小時	

注意事項:

- 一、首申請者須於報到後3天內完成上述教育訓練。
- 二、連同教育訓練清單(簽名)、繳交廠商贊助計畫助理報到須知(主持人及助理已簽名) 至醫研部。

至醫研部。	
研究助理:	日期:
計畫主持人:	日期:

附件二十一

廠商贊助研究助理/護師教育訓練清單 (續任)

項次	訓練類別	課程名稱	備註
1	通識訓練	病人的權利與配合事項	
2	通識訓練	醫院事件應變及指揮系統	
3	通識訓練	服務禮儀訓練	
4	職務基礎訓練	醫療糾紛預防措施	
5	安全衛生訓練	醫院消防安全管理須知	
6	安全衛生訓練	勞工安全衛生法概要	
7	病人安全照護	病人辨識、預防跌倒	
8	感染管制訓練	感染管制教育訓練	
9	專業訓練	臨床研究相關注意事項	
10	專業訓練	利益衝突管理	
11	病人安全照護	用藥安全及藥物不良反應通報	
12	專業訓練	檢體收集作業(血液、尿、大便) 之安全及注意事項	
項:派駐	本院超過一年者,	每年應完成上述教育訓練課程。	
	1 2 3 4 5 6 7 8 9 10 11	1 通識訓練 2 通識訓練 3 通識訓練 4 職務基礎訓練 5 安全衛生訓練 6 安全衛生訓練 7 病人安全照護 8 感染管制訓練 9 專業訓練 10 專業訓練 11 病人安全照護 12 專業訓練	 1 通識訓練 病人的權利與配合事項 2 通識訓練 醫院事件應變及指揮系統 3 通識訓練 服務禮儀訓練 4 職務基礎訓練 醫療糾紛預防措施 5 安全衛生訓練 勞工安全衛生法概要 7 病人安全照護 病人辨識、預防跌倒 8 感染管制訓練 感染管制教育訓練 9 專業訓練 臨床研究相關注意事項 10 專業訓練 利益衝突管理 11 病人安全照護 用藥安全及藥物不良反應通報 12 專業訓練 檢體收集作業(血液、尿、大便)

計畫主持人:______ 日期:_____

廠商贊助計畫研究助理臨時識別證【延期/變更】申請表

計劃案號	IRB 案號(原案號): XMRP:		申請部門		
計畫名稱					
計畫主持人			計畫執行 機構		kロ □桃園 E義 □高雄
延期/變更原因					
研究助理姓名			研究助理 身分證號		
研究助理電話			研究助理 e-mail		
全程計畫 執行期間 (IRB 核准期限)	原計畫起始日:民國年 日,計畫延期日:民國			止日:民國	年月
申請臨時識別證/ 門禁卡延期期間	□臨時識別證: 原持有期間自民國年_ 擬申請延期至民國年_ □門禁卡: 原持有期間自民國年_	月1	=		
檢附文件	擬申請延期至民國年_ □廠商聘任助理之發函證明 □定期實施法定項目之健康檢 為地區醫院以上者) □效期內之BLS證書 □每年4小時GCP訓練			是體格檢查醫	 寮機構,且
研究助理	簽名欄位:	日期:			-
計畫主持人名	簽名欄位:	日期:_			-
	審查;	結 果			
管理部: □ 通過		醫研部:□通過□臨日	痔識別證起	选時間: ~	
			禁卡起迄時	<u>間:</u> ~	
□不通過,原因		□不通過			

主管:	主管:

廠商贊助計畫研究助理離職通知書

上一种一位工具	IRB 案號(原案號):	th 14 40 BB		表單
計劃案號	XMRP:	申請部門		表單流程
計畫名稱			,	二 : -
計畫主持人			計畫執行 □基隆 □林口 □桃園 機構 □台北 □嘉義 □高雄	MA
研究助理姓名		研究助理 身分證號		:申請人
計畫執行期間	原案號:			
(IRB 核准期限)	自民國年月日3	至民國年	F月日	番研
臨時識別證/門禁			3至民國年月日	部
卡核准期間	□門禁卡自民國年	月日至民	民國年月日	_ ↓ 正
離職日期	自民國年月日末	起		本字
檢附文件	□廠商同意助理離職之發函言	登明		本寄主持
新接任人員	姓名: 電話:			入留存
研究助理簽名	名欄位:	日期:		副
計畫主持人贫	簽名欄位:	日期:_		本寄院
	審查	結 果		尼醫
醫研部:				研
□通過				部四
□不通過,原因_				留存
主任:	主管:		經辨:	

附件二十四

長庚紀念醫院廠商贊助研究計畫-研究助理職務說明書

填報日期: 年 月 日

				-TK H 591 ·	<u>- 1 /1 </u>		
姓名		院區		職務名稱	研究助理		
IRB 案號		贊助廠商					
資格(聘任) 條件		試驗、臨床護	科系:醫、藥 理、負責執行過臨床 ;研究成果等尤佳。				
職務綜述		承接臨床試驗計畫、協助醫師執行收案業務、協助計畫經費申請、配合臨床試驗計畫 監測工作之安排與進行					
工作職責	協調臨床試驗研究	己的進行,明確	[了解研究計畫目標,	統合組織研	究計劃內容。		
工作內容	錄。 2. 確保研究計畫 3. 確保執行計劃: 4. 與計畫主持人 5. 與受試者進行	中受試者時間。過程所需的不合作,評估並常教或收集受	良事件評估及相關措施 記錄不良反應提報相	施的反應。 關機構。	*收案條件的文件記		
所需知能	2. 熟知臨床試驗相關法規。 3. 具諮商溝通能力。						
訓練內容	1. 院內教育訓練 及指揮系統、 藥安全及藥物	:病人的權利 勞工安全衛生 不良反應通報 性騷擾防治辦; 相關注意事項· (BLS)	與配合事項、醫院消 去概要、病人辨識&預 、檢體收集作業(血液 法、服務禮儀訓練、 等。	防跌倒、感; 、尿、大便)	杂管制教育訓練、用 之安全及注意事項、		

廠商人員: 公司名:	職稱		_簽名:	日期:
計畫主持人簽名:		日期:		
研究助理本人簽名:		日期:	:	

長庚紀念醫院廠商贊助研究計畫-研究護師職務說明書

填報日期:___年___月___日

姓名		院區		職務名稱	研究護師			
IRB 案號		贊助廠商						
資格(聘任) 條件	學歷:專科、大學以上學位 科系:醫、藥、護理相關系所畢業 工作資歷:具臨床試驗、臨床護理、負責執行過臨床試驗計畫收案、統整計畫執行過 程、整理並協助分析研究成果等尤佳。 證照:護理師證照							
職務綜述	承接臨床試驗計畫 監測工作之安排與		行收案業務、協助計	畫經費申請	、配合臨床試驗計畫			
工作職責	協調臨床試驗研究	1.的進行,明確	至了解研究計畫目標,	統合組織研	究計劃內容。			
工作內容	2. 確保研究計畫中 3. 確保執行計劃過 4. 與計畫主持人合 5. 與受試者進行律	受試者時間的程所需的不良作,評估並記	事件評估及相關措施 上錄不良反應提報相關	的反應。	案條件的文件記錄。			
所需知能	1. 須具備基本文書 2. 熟知臨床試驗相 3. 具諮商溝通能力	關法規。						
訓練內容	指揮系統、勞工 安全及藥物不良	-安全衛生法概 - 反應通報、檢 - 擾防治辦法、 - 意事項…等。 BLS)。	配合事項、醫院消防 歷要、病人辨識&預防 體收集作業(血液、房 服務禮儀訓練、醫療	跌倒、感染行 尿、大便)之	管制教育訓練、用藥 安全及注意事項、性			

廠商人員: 公司名:	職稱	簽分	名:	日期:
計畫主持人簽名:		日期:		
研究助理本人簽名:		日期:		

廠商贊助研究計畫助理年資認定確認清單

敞問賀助研究計畫助理年貢認定確認消車	•	
報到日:		
贊助廠商:		
研究助理:		
項次 年資認定文件	工作年資	備註
1 □受雇廠商公文	年	
2 □曾擔任科技部、各醫院或研究機構之研究助理資歷證明	年	
3 □過去的資歷證明(例如:合約、工作證明等)	年	
4 □其他		
認定研究相關工作年資總計	年	
 1.本人已確認研究相關工作年資無誤。 2.如有不實之陳述致造成醫院或他人受損害時,概由本人負責。 		
此致		

立聲明書人

研究助理:

中華民國 年 月 日

多國多中心臨床試驗案件計畫主持人聲明書

IRB 案號:	 	
試驗名稱:		

- 1.本人已確認第一個 Kit 正確。
- 2.本人已確認研究團隊人員對試驗程序清楚了解。
- 3.如有不實之陳述,致使本計畫因本人過失造成醫院或他人受損害時,概由本人負法律責任。

此致

長庚醫療財團法人

立切結書人 試驗主持人:

中華民國

年

月

日

附件二十八

長庚紀念醫院廠商贊助研究計畫研究助理新進任用核定表

聘任廠商		IRB NO(原案號)		
廠商贊助研究計畫編號 (XMRP No.)		計劃主持人姓名		
報到日期				
研究助理姓名		工作適任	是	否
表列人員係貴廠商贊助码	开究計畫所聘之研究助理,其新	進適用考核屆滿三個月長	· 异否繼續擔個	任, 請核簽

表列人員係貴廠商贊助研究計畫所聘之研究助理,其新進適用考核屆滿三個月是否繼續擔任,請核簽後一週內寄回院區醫研部,謝謝。

計畫主持人:

日期:

附件二十九

長庚紀念醫院廠商贊助研究計畫研究助理年度工作考核表

-		及大心心图加州内	7(-7/ -1 / 0 -	1 5 1/0	-77 - 1 25	* 1 4 12 1	<u> </u>
聘任廠商			受評人	姓名		考核年度	
XMRP No.			IRB (原案			PI 姓名	
評核項目	項次	扣分言	說明		基本評分	得分	說明
四 办 油 洋	1	擅離工作崗位			5		
服務禮儀與態度	2	未經核准私自承接其他	也計畫		5		
興思及 (20 分)	3	未能與主管、同事或症	 馬建立良妇	好溝通	5		
(20))	4	經相關單位反應人員態	態度及禮儀	不佳	5		
	1	應繳交文件或資料品質	質不佳且延 込	犀改善	10		
	2	未依照 SOP 執行試驗作 受試者同意書簽署作業		文集作業、	10		
- 1-4- h	3	未依規定紀錄實驗數據	蒙及妥善保 石	存	10		
工作能力 (60分)	4	未依規定通報異常事件:藥物不良反應、試 驗偏離			10		
	5	執行臨床研究時未配戴	10				
	6	因疏失,造成實驗室意外事件或設備損害且 未即時通報			10		
工作配合度	1	未在規定時間內繳交記	式驗報告		10		
(20分)	2	未於規定時間內完成交	で辨事項		10		
其他(依實際 發生事件填 寫)	1				扣分項目		
		合計			100		
	名	符合【80 分(含)以上】					
		不符合					
評核結果及說明		1. 評核等級: □優 □良 □甲 □乙 優:90 分以上、良:85~89 分、甲:75~84				~74 分、丙	: 59 分以下
評核人員簽名 (廠商)		總結		說明			
評核人員贫 (計畫主持	-			總結	說明		
受評核人員 (研究助理				總結	說明		

長庚醫療財團法人個人資料蒐集告知條款及同意書

立	_知悉亚问意,长/	夫醫療財團法 /	() 所屬醫療體	系(包含但)	个限於各門	醫院及
附設護理之家等	相關機構,下稱本	醫療體系)聯繫	癸及辨理□研究	究計畫申請	及審查□絲	組織銀
行/生物資料庫	申請及審查□專利	技轉申請及審	查□廠商贊助	助理至本 [完報到及幸	执行臨
床試驗相關業務	□其他:					
之目的及作業需	求,必須在個人]	資料保護法及相	目關法令之規定	定下蒐集、原	處理及利)	用立書
人的個人資料。						

- 1. 本醫療體系蒐集、處理及利用立書人個人資料之類別如下列:
 - (1)C001 辨識個人者:姓名、戶籍及通訊地址、住家及行動電話、E-mail、相片及其他 任何可辨識個人之資料。
 - (2)C003 政府資料中之辨識者:如身分證號、證照號碼等。
 - (3)C011 個人描述:如年齡、性別、出生日期、國籍、籍貫、出生地等。
 - (4)C052 資格或技術:學歷資格、專業技術、特別執照、政府職訓機構學習過程、國家考試、考試成績或其他訓練紀錄等。
 - (5)C061 現行之受僱情形:僱主、工作職稱、工作描述、等級、受僱日期、工時、工作地點、產業特性、受僱之條件及期間、與現行僱主有關之以前責任與經驗等。
 - (6)C111 健康紀錄:醫療報告、檢驗結果。
 - 以上個人之資料皆受本醫療體系保全維護,並僅限於前條目的下處理及利用。
- 2. 立書人同意本醫療體系以立書人所提供的個人資料確認立書人的身份、與立書人進行連絡、提供立書人本院之相關業務資訊,以及其他隱私權保護政策規範之使用方式。
- 3. 於前述目的及作業需求存續期間,本醫療體系得持續處理及利用立書人之個人資料。
- 4. 立書人知悉可依個人資料保護法第3條規定,就立書人的個人資料向本院□醫研部□組織銀行/生物資料庫□產學合作中心申請(1)請求查詢或閱覽、(2)製給複製本、(3)請求補充或更正、(4)請求停止蒐集、處理及利用或(5)請求刪除。
- 5. 立書人提供之資料如包含第三人之個人資料時,已確認該第三人已知悉且同意本同意書所載之相關事項及權利;另立書人提供之個人資料如有不足、錯誤、或不提供、提供後請求刪除或停止處理利用,本醫療體系將無法進行前述作業需求。
- 6. 本醫療體系如有違反個人資料保護法規定或因天災、事變或其他不可抗力,致立書人的個人資料被竊取、洩漏、竄改、遭其他侵害等情形,將於查明後,於電話或信函或電子郵件或網站公告等方法中,擇其適當方式通知立書人。
- 7. 立書人瞭解此一同意符合個人資料保護法及相關法規之要求,具有書面同意本院蒐集、處理及利用立書人的個人資料之效果。

當立書人親自簽章完成後,即視為立書人已詳閱並了解本同意書的內容,且同意遵守所有事項,謝謝。

立同意書人:	 日期:	
身分證字號:		

廠商贊助人體研究藥品管理費評估表

	廠商均	真寫		
IRB No.(原案號):				
廠商試驗編號:				
廠商聯絡人:		連絡電話:	手機:	
委託試驗藥局管理之藥品項數:	項			
藥品名稱 (含劑量、劑型),請逐	項列出	儲存溫度(請務必檢附證明之	文件)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
	試驗藥息	马填寫		
研究藥品管理費核定 室溫 26000 元 冷藏 31000 元 冷凍 38000 元		核定費用		元
收件日期:	評估日期:	<u> </u>	藥師簽名:	

CLICAL TRIAL AGREEMENT

between

Dr. [Insert Investigator's name]
[Insert Investigator's address]
(hereinafter referred to as the "Investigator")

and

[Insert Institution's name]
[Insert Institution's address]
(hereinafter 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 study (the "Study") in relation to Insert Product Name (the "Investigational Drug(s)") effective as of the date this Clinical Study 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 Study shall be stopped in case of matters agreed in the "Termination" paragraph, the manufacturer shall be fully responsible for the negligence caused by the violator, and the Hospital may consider audit, suspension or other punishment for such violation.

RESPONSIBILITY OF INVESTIGATORS AND RESEARCH STAFF

- 1.1 Principal Investigator. The Study will be conducted by <u>Insert Investigator's Name</u> (Principal Investigator). Institution agrees to notify Sponsor as soon as practicable if Investigator will be leaving the Institution or is otherwise no longer able to perform the Study. The appointment of a new Investigator must have the prior approval of Sponsor.
- 1.2 Subinvestigators and Research Staff. Principal Investigator and Institution will ensure that only individuals who are appropriately trained and qualified assist in the conduct of the Study as subinvestigators or research staff.
- 1.3 Compliance Obligations. Principal Investigator and Institution 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 Study, 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 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 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 Investigator have agreed to enroll Study Subjects (defined below) by [date], unless Sponsor modifies the enrollment period by written notification. A Study Subject is one who meets all Protocol criteria for inclusion in the Study ("Study Subject(s)").
- 3.2 Multi-Center Studies. Institution and Investigator have been made aware of that this is a multi-center Study and therefore a competitive recruitment situation shall apply. Sponsor may end Study Subject enrollment early if the total enrollment needed for a multi-center study has been achieved before the end of the enrollment period for this Study.

4. FUNDING

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

<u>Items and principles included in the funding shall be handled pursuant to "Manufacturer Sponsored Research</u> Project Operation Standards" of the Institution.

<u>If examination is required by the Institution, SPONSOR shall coordinate to provide detailed information on the remuneration paid to the Principal Investigator in last three years to the Institution.</u>

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 Study. In case of overpayment, SPONSOR shall coordinate to carry out the refund of overpayment as required by Party A. 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 not paid in New Taiwan Dollar, Institution only takes US Dollar as the collection currency, collection information are as follows:

Beneficiary bank: Ta Chong Bank LTD

Branch: International Business Dept.

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

Bank account: 200102121815

5. PROTOCOL

- 5.1 Principal Investigator will conduct the Study and Principal Investigator and Institution will perform all Study-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 Study 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 Study in accordance with the Protocol conditions ("Study Subjects), as described in the Protocol.
- 5.3 No Additional Research. No additional research may be conducted on Study Subjects during the conduct of the Study or on biological samples collected during the conduct of the Study 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 Study Subjects. Neither Principal Investigator nor Institution will charge a Study 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 measures taken to protect Study 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 research starts. In case of any invention or discovery in relation to the Experiment Plan or experiment medicines developed by Party A using its specialized skills and intellectual properties proven to be different from Party C's original benefits during the experiment plan period, its sequential research and derivative intellectual property

- right shall be shared by both parties, and each equity shall be distributed upon the principle of honesty and fairness as agreed to by both parties. (AAHRPP 1.8 A)
- (2) <u>In studies where Sponsors conduct research site monitoring visits or conduct monitoring activities remotely, the Sponsor should promptly reports to the 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 study. (AAHRPP 1.8 B)</u>
- (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. Reports of an urgent nature must be provided within ten business days; routine reports must be submitted within 30 business days. (AAHRPP 1.8 C)
- (4) When findings emerge after a research study within 2 years has ended that directly affect the safety of past participants and were not anticipated at the time the study 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, or SPONSOR has been authorized 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 Study data, 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 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 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 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 Investigator;
- b. Confidential Information that is disclosed to Institution and Investigator by a third party legally entitled to disclose such Confidential Information;
- c. Confidential Information that is already known to Institution and 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 relating to the protection of intellectual property and confidential information.
- 8.3 The confidential obligations will survive 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 Investigator in connection with this Trial shall become the sole and exclusive property of SPONSOR. The common proportion thereof is SPONSOR owns %, Institution owns %. Upon SPONSOR 's request and at SPONSOR's expense, Institution and 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 Investigator agree that CRFs, the final report and other results of the Study, 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, Study Subjects. Personal data which concerns health information is sensitive personal data. Personal data collected in the Study shall include personal data relating to the Principal Investigator, research staff, third parties and possibly Study Subjects (including sensitive personal data relating to Study 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 Study. Principal Investigator and Institution will take all technical and organizational measures 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 Study. SPONSOR may disclose Personal Data of Principal Investigator and research staff if prior written consent has been obtained from the relevant personnel.

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 Study. 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 Study is deemed by SPONSOR to be a "covered study" 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 Study 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 dependants 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 Study Subject and will maintain a signed original of that consent in that Study Subject's record. SPONSOR will provide a template informed consent document for the Study. 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 Study), 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 Study recruitment materials directed to potential Study Subjects before such materials are used. This requirement applies to all such materials, regardless of medium.

12. ADVERSE EVENT REPORTING

- 12.1 Within 24 hours of first knowledge of any 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 Ministry of Health and Welfare and all laws and regulations in Taiwan in connection with any AE or SAE under the Trial.

13. INVESTIGATIONAL DRUGS <u>OR INSTRUMENT AND EQUIPMENT</u>

- 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 Study. 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 Study 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 Market listed instruments and equipment are acceptable to be donated or borrowed by the experiment delegator and shall be numbered by the experiment institute and included in Party A's fixed asset management. Unlisted instruments and equipment may not be donated or borrowed by the experiment delegator and shall be handled in accordance with the experiment institute's borrowing rules. Furthermore, the experiment delegator 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. STUDY DATA, BIOLOGICAL SAMPLES, AND STUDY RECORDS

- 14.1 Study Data. During the course of the Study, 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 Study 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.
- a. Ownership of Study Data. Subject to Principal Investigator's right to use the Study Data to publish the results of the Study in accordance with Section 16 of this Agreement (Publications), SPONSOR is the exclusive owner of all Study Data.
- b. Medical Records. Study Subject-related medical records that are not submitted to SPONSOR may include some of the same information as is included in Study Data; however, SPONSOR makes no claim of ownership to those documents or the information they contain.
- c. Data Review. SPONSOR will review the Study Data it receives on an ongoing basis. SPONSOR will comply with applicable regulations or local laws requiring notification of participating 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 subjects or influence the conduct of the Study.
- d. Study Results. After analysis of Study Data from all sites is complete, SPONSOR will provide Principal Investigator and Institution with a summary of the overall results of the Study. If the results show that Study 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 subjects by Principal Investigator and/or Institution during the 2 year period following the close of the Study.
- 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 Study Subjects for testing that is not directly related to subject care or safety monitoring, such as pharmacokinetic, pharmacogenomic, or biomarker testing ("Biological Samples").

- a. 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.
- b. 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 (Study Data) of this Agreement and Section 16 (Publications) considered part of Study Data for purposes of this Agreement and may be used by Principal Investigator to prepare publications of the results of the Study (see Section 13, Publications).
- c. Ownership. SPONSOR is the exclusive owner of all Biological Sample Analysis Data.
- 14.3 Study Records. Institution will retain each Study Subject's Study records, which include the Principal Investigator's copies of all Study Data as well as relevant source documents (collectively, "Study Records"), under storage conditions conducive to their stability and protection, for a period of fifteen (15) years after termination of the Study 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 Study. 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 Study. 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 Study conduct. Upon reasonable notice and during regular business hours, Institution will permit SPONSOR representatives access to the premises, facilities, Study Records, and any investigators and research staff who are Institution employees or contractors as required to monitor Study conduct. SPONSOR will promptly notify Principal Investigator of any monitoring findings that could affect the safety of subjects or influence the conduct of the Study. Principal Investigator will inform Institution and Study Subjects of such findings as appropriate.
- 15.2 Inspections and Audits. Principal Investigator and Institution acknowledge that the Study is subject to inspection by regulatory agencies worldwide and that such inspections may occur after completion of the Study and may include auditing of Study Records. SPONSOR may also audit Study Records during or after the Study as part of its monitoring of Study conduct.
- a. 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 Study.
- b. 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.
- c. Cooperation. Principal Investigator and Institution will cooperate with regulatory agency or SPONSOR representatives in the conduct of inspections and audits and will ensure that Study Records are maintained in a way that facilitates such activities.

- d. Resolution of Discrepancies. Principal Investigator will promptly resolve any discrepancies that are identified between the Study Data and the subject's medical records.
- e. 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 Study. 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 Study or information from a regulatory agency that could have an impact on the Study.

16. PUBLICATIONS

Notwithstanding the obligations of Confidentiality set forth above, Institution and/or Investigator will be free to publish and present the results of the Study subject to the following conditions: Institution and/or 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 Investigator may proceed with the presentation or submission for publication unless Sponsor has notified Institution and/or Investigator in writing that such proposed publication and/or presentation discloses Sponsor's confidential and proprietary technical information. Sponsor shall inform Institution and/or 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 Investigator hereby agree to make any such changes or deletions prior to publication. Further, upon the request of Sponsor, Institution and 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-center study, 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 study 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 twelve (12) months after completion of the Study at all Study sites and locking of the database.

17. INDEMNIFICATION

17.1 SPONSOR indemnifies and holds harmless the 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 Subjects taking part in the Study (or their dependants) against the Investigator or Institution or any of their employees or agents, including sub-investigators and research staff, for personal injury (including death) to 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 Subjects would not have been exposed but for their participation in the Study.

- 17.2 The above indemnity by SPONSOR shall not apply to any such claim or proceeding:
- (a) to the extent that such personal injury (including death) is caused by the negligent or wrongful acts or

omissions or breach of statutory duty of the Investigator, Institution, or their employees or agents, including sub-investigators and research staff;

- (b) to the extent that such personal injury (including death) is caused by the failure of the Investigator, Institution, or their employees or agents, including sub-investigators and research staff, to conduct the Study in accordance with the Protocol;
- 17.3 SPONSOR shall keep the 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 defence to be advanced and will not settle any such claim or proceeding without the written approval of the 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.
- a. Disapproval by IRB/IEC. If the Study cannot be initiated because of IRB/IEC's disapproval, this Agreement will terminate immediately.
- b. Study Completion. This Agreement will terminate when the Study is complete, which means the conclusion of all Protocol-required activities for all enrolled subjects.
- c. Early Termination of Study. This Agreement will terminate if the Study is terminated early as described below.
- (1) Termination of Study Upon Notice. SPONSOR may terminate the Study for any reason upon 30 days' written notice to Institution.
- (2) Immediate Termination of Study by SPONSOR. SPONSOR may terminate the Study immediately upon written notice to Institution for causes that include failure to enroll subjects at a rate sufficient to achieve Study 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 Study Subjects; or regulatory agency actions relating to the Study 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 where 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 advantage from or to any other person or entity.
- (3) Immediate Termination of Study by Principal Investigator or Institution. Principal Investigator or Institution may terminate the Study 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 of Study Subjects.
- 18.2 Payment upon Early Termination. If the Study 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 Study 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 and will not be entitled to any further payment if

the Agreement is terminated early pursuant to section 16.1.c(2) 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 with third parties entered into prior to termination which concern the Study and the Institution and/or Principal Investigator is responsible for any obligations under such agreements with third parties.

18.3Return 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 Study 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 Subject for use pursuant to the provisions of laws and regulations and Protocol or due to exceeding the service life; SPONSOR shall recycle them within sixty days after informed by Institution, in case of delay, Institution may send them to SPONSOR through "recipient paid" express delivery, and relevant risks in the course of delivery shall be borne by SPONSOR.

19. USE OF NAME

No party will use the name of any other party, or any of its employees, for promotional or advertising purposes without written permission from the party to be named.

20. INDEPENDENT CONTRACTOR

The 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, pensions, workers' compensation, withholding, or employment-related taxes as to the Investigator/Institution or their staff.

21. ANTI-CORRUPTION

- a. Institution and 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 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 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 Investigator hereby represents, warrants and undertakes that neither Institution nor 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 organisation) 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 office.

22. APPLICABLE LAW AND JURISDICTION/ARBITRATION

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 endeavour to settle amicably any dispute having its origin in 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 XXX District Court shall be the court of first instance.

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 Study 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 inoperative 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 Investigator: [Insert Investigator's Name]

[Insert Investigator's Address]

Telephone: [Insert Investigator's Phone Number]

Facsimile: [Insert 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.

This Contract is signed by the following parties:

Party A: CHANG GUNG MEDICAL FOUNDATION (TAIPEI, LINKOU, KAOHSIUNG, CHIAYI, YUNLIN, KEELUNG, TAOYUAN) CHANG GUNG MEMORIAL HOSPITAL [Please fill in according to the signatory hospital area]

Party B: Doctor (Experiment Investigator)

Party C:

Whereas Party A and Party B plan to implement Party C's product \[\text{Name of Product } \] (hereafter referred as the \[\text{Medicine} \]) at a clinical experiment (hereafter referred as \[\text{this Experiment} \] , the terms and conditions are hereby as follows:

Article 1 Content of contract

Whereas Party C is a pharmaceuticals company that specialized in the research, development, manufacturing and sale of medicines for human use and Party B intends to carry out 【Name of the Project Plan】 at Party A's medical institution, Party B is the clinical experiment's sponsor and investigator, with the responsibilities of the 『Delegator of the experiment: Sponsor and administrator of the experiment shall assume the delegator's obligations and responsibilities in accordance with *Good Manufacturing Practice* and relevant laws and regulations』, which shall be jointly assumed by both Party A and Party B, and Party C shall provide sponsored medicines and part of the implementation funds.

After the planned period, Party A and Party B's clinical experiment investigators shall submit a research result report to Party C. In the meantime, Party B shall personally supervise this plan's implementation and carry it out in strict accordance with the Experiment Plan, relevant laws and regulations of the ROC Department of Health, as well as the latest edition of the *Declaration of Helsinki*.

The Contract IRB Original Number:

(The experiment can only be \[Suspended\] when it under the contractual matters in paragraphs_)
In the case that both parties intend to prolong the experiment period, an agreement in writing is needed.

(The experiment implantation period shall be a period approved by the Human Experiment Ethics Committee, and when suspended/terminated, this clinical experiment is not allowed to continue.)

Party B and Party A's employees promise that they never have and will not get any unfair benefits, obtain or reserve any obligations, commercial benefits, public and official functions or activities or take other improper actions in relation to this experiment.

Article 2 Provision of performing funds and medicines (or medicinal materials)

Party C agrees to provide medicines (or medicinal materials) for this Experiment; see Appendix 2 for medicines and expenses.

The clinical experiment's medicines (or medicinal materials) are only for the use of Party A and relevant personnel (including co-investigators) in implementing the clinical experiment on subjects according to the Project Plan and may not be used for any other purposes.

Market listed instruments and equipment are acceptable to be donated or borrowed by the experiment delegator and shall be numbered by the experiment institute and included in Party A's fixed asset management. Unlisted instruments and equipment may not be donated or borrowed by the experiment delegator and shall be handled in accordance with the experiment institute's borrowing rules. Furthermore, the experiment delegator 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.

In case the sponsoring funds of Party B are paid in another currency instead of NTD, Party A only recognizes US dollars, and its detailed banking information is as follows:

Beneficiary Bank: Ta Chong Bank LTD
Brach bank: International Business Dept.

Name of account: CHANG GUNG MEDICAL FOUNDATION LINKOU CHANG GUNG MEMORIAL

HOSPITAL

Bank account number: 200102121815

Article 3 Acknowledgement and assistance of the Contract

Party A and Party B shall assume corresponding responsibilities and obligations as this Experiment's delegator. Party B shall personally supervise this Experiment to ensure it is performed in strict accordance with the Experiment Plan, relevant laws and regulations of the ROC Department of Health and the latest editions of the *Declaration of Helsinki* and *Good Manufacturing Practice*.

Party A and Party B shall be responsible for planning and managing this Experiment, including but not limited to applying for and obtaining approval from the Human Experiment Ethics Committee, obtaining an Informed Consent Form, preparing and maintaining the experiment plan's investigator manual, data, statements, etc. In the event of any untoward effects or serious adverse drug reactions that occurred in relation to this experiment, Party A and Party B shall report such incidence to the Ministry of Health and Welfare in strict accordance with relevant laws and regulations. If Party A and Party B are informed of any serious adverse drug reactions (as stipulated in Article 4 of the *Notification Methods on Serious Adverse Drug Reactions*), both of them shall notify Party C's contact person (Name: ; Tel: ;

Fax:) after being informed.

Party A and Party B agree that Party C, without impeding its duty of confidentiality, may inquire into entrusted experiment institutes involved in service processing in relation to this experiment. Party C shall inform Party B day(s) prior to doing so, and Party A and Party B shall assist in providing detailed explanations and relevant materials and shall agree that Party C may designate its personnel, within normal working days, to have access to the experiment execution site of Party A and Party B to determine the actual experiment performance conditions after notification from Party C day(s) before. It is noted that assistant experiment personnel designated by Party C shall comply with Party A's clinical experiment regulations, and if not, Party A has the right to inform Party C to replace such personnel.

In case any adverse event occurs or subject(s) suffers from any damage due to the clinical experiment plan that was formulated according to this research, then the experiment institute shall provide professional medical care and consultation, with necessary medical costs assumed by the experiment delegator if there is a sponsor firm or the experiment institute and experiment investigator if there is no sponsor firm.

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 research starts. In case of any invention or discovery in relation to the Experiment Plan or experiment medicines developed by Party A using its specialized skills and intellectual properties proven to be different from Party C's original benefits during the experiment plan period, its sequential research and derivative intellectual property right shall be shared by both parties, and each equity shall be distributed upon the principle of honesty and fairness as agreed to by both parties. (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 study. (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. Reports of an urgent nature must be provided within ten business days; routine reports must be submitted within 30 business days. (AAHRPP 1.8 C)
- (4) When findings emerge after a research study within 2 years has ended that directly affect the safety of past participants and were not anticipated at the time the study 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, or SPONSOR has been authorized 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 Study data, 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)

Article 4 Research achievements allocation and right

Both Party A and Party C have their own inventions or technologies under individual ownership, which shall not be influenced by this Contract.

In the event of any invention, discovery (whether patentable or not), innovation, creation, inspiration, concept or report formulated or developed by Party A, Party B or a co-investigator during the plan process that is related with the experiment medicines or Party C's confidential information (such as those defined under the Contract), including but not limited to the usage, intake, design of manufacturing or method of experiment medicines or derivatives, they shall immediately be disclosed to Party C.

Article 5 Academic publications

Party A has the right to publish the clinical experiment's achievements, sustainable academic research, and data and outcomes in relation to the clinical experiment obtained under the purpose of providing medical care to subject(s) of the clinical experiment. The authors' ranking methodology and contents (including scientific conclusions and professional judgments) in Party A's academic publications shall be determined at discretion, with Party C's assisted projects and contents attached. Outcomes or data obtained from the clinical experiment that are ready to be published by Party A and Party B (including a co-investigator) at any academic journal, seminar, press conference or other public occasion shall be submitted to Party C for review day(s) before the academic journal publication or day(s) before the convening of a seminar or press conference, and Party C has the right to require Party A and Party B (including Co-investigator) to revise the material with respect to the following conditions:

- 5. To ensure the correction of an academic journal, seminar or press conference;
- 6. To ensure Party C's confidential information is not mishandled or leaked;
- 7. To safeguard Party C's intellectual property rights;
- 8. To together present other relevant supplementary information.

If Party C holds that the clinical experiment's results may involve and have a separate proprietary right as stipulated in Article 4, it has the right to require Party A and Party B (including a co-investigator) in writing to not publish such results within

day(s) after it received such results to be published or until all patent application documents in relation

to the experiment plan have been prepared, so as to protect Party C's right of patent application, and Party A and Party B (including a co-investigator) shall not refuse without due causes.

Copyrights of academic papers in relation to the research plan that is published in academic journals shall belong to both Party A and Party B.

Article 6 Confidential information

All relevant confidential information initially possessed and disclosed by any party of this Contract to other parties for the purpose of implementing this experiment plan, including but not limited to the experiment investigator's data, project plans, reports, messages, figures, prescriptions, processes, etc. (hereinafter referred to as the Confidential Information) are perceived as assets of the discloser party.

The aforesaid confidential information can exclude: (A) Information individually possessed and certified by each party in written documents before the signing of the experiment plan or disclosure; (B) Information independently developed and obtained by each party; (C) Information obtained by each party from a legal third person via due process, or knowledge or data already known by the public when disclosed.

Article 7 Confidentiality clauses

Party A, Party B and Party C agree to take good care of and try to safeguard and keep all confidential information and other relevant data they learned or held in relation to use of the Plan (including the Contract). Furthermore, they agree not to disclose the aforesaid confidential information and other relevant data to any third party without the other parties' consents in writing.

The three parties acknowledge and agree that all confidential information and other relevant data in relation to use of the Plan shall only be used for lawful purposes as stipulated in the Contract and disclosed only to need-to-know personnel (including a co-investigator) to implement the clinical experiment; such personnel shall also assume the confidentiality obligations set forth hereinabove.

The three parties acknowledge and agree not to during, upon the expiry of or at the termination of the Contract, and unless otherwise authorized by the Contract, disclose or deliver confidential information to any third party due to any cooperative relationship, but this does not apply to disclosure or delivery required by law.

The three parties acknowledge that during, upon the expiry of and at the termination of the Contract, and unless otherwise authorized by laws or competent authority, they shall never disclose patients' names, case numbers and other data in relation to patients' real identities, states of illness, etc.

The three parties acknowledge to during, upon the expiry of and at the termination of the Contract, destroy or return other parties' confidential information.

Any party may require another party to present a written pledge to declare and guarantee that all confidential information that it held in relation to the other parties has been destroyed.

Article 8 Compensation for damage

Party C shall ensure that all medicines (or materials) provided are in accordance with Good

Manufacturing Practices.

In the event that any subject suffers from any damage due to the performance of the clinical experiment, Party A and Party B shall assume responsibility for compensation.

Article 9 Prevention of damage occurrence

Before the clinical experiment, Party C shall provide Party A with medicines' (or materials') toxicities, pharmacological actions and other relevant data. After reviewed by Party A and approved by the subject(s), the experiment shall be implemented on the basis of the symptom evaluation results of the subject(s) and health management principles.

Party B shall ensure each of the Informed Consent Forms is approved by the Human Experiment Ethics Committee in writing, and from every subject in written form. Furthermore, Party B shall keep an original copy of each Informed Consent Form signed by the subject(s).

During the experiment, in the case that Party A and Party B (including a co-investigator) find that patients are suffering from bad effects and are unable to continue the experiment, or may be exposed to bad effects, they shall immediately stop the experiment and inform Party C.

In the case that Party C finds that the medicines (or materials) applied in the experiment have serious side effects that once happened in another hospital during the experiment period, it shall immediately inform Party A and Party B.

Party B shall regularly provide experiment monitoring reports to Party C.

Biological specimens obtained during the experiment shall be handled in accordance with Party A's regulations.

Article 10 Contract termination and change

- 3. In the case that the Contract is unable to continue due to any party, except for the immediate termination due to possible damage to subject(s) after notification, the party shall inform the other parties one month before in written form, and the Contract will be terminated after approved by the other parties; the same process shall be used for any amendments that occur.
- 4. In the event that any party violates the Contract, unless the Contract stipulated otherwise, the other parties have the right to terminate the Contract if the defaulting party still does not perform its obligations under the Contract after being reminded by the other contracted parties, and the default party shall be liable for damages.

Article 11 Events of Force Majeure

If any contractual party is unable to perform the Contract due to fire, flood, typhoon, rainstorm, earthquake, war and like occasions (hereafter referred as \[\text{Events of Force Majeure} \] under the Contract), the party can be exempted from assuming all liabilities of compensation; said party shall also, during the Events of Force Majeure period, try its best to perform or regain its ability to perform obligations under the Contract within reasonable limits.

Article 12 Regulations and compliance

All three parties shall comply with clinical experiment's ethical principles, *Good Manufacturing Practice*, *Administrative Methods on Drug Safety Monitoring* and other ROC laws and regulations during the experiment period.

Article 13 Declaration and guarantee

Party A and Party B declare and guarantee that all practitioners during the period for implementing this experiment plan have relevant qualifications, permits, licenses, certificates and conditions as prescribed by relevant ROC laws and regulations. Party A additionally declares and guarantees that all practitioners for implementing this experiment plan are fully aware of and comply with Party A's obligations under the Contract, including but not limited to covenants in Article 4 (Research achievements allocation and right), Article 5 (Academic publications), Article 6 (Confidential information), Article 7 (Confidentiality clauses), etc.

Party C shall inform Party A of any relevant data (including security data and new therapies) in writing during the experiment period.

Party C guarantees that all medicines, packages, labels and data referred to in Item 2 of this Article are real and do not damage others' patent rights, brand rights, copyrights, trade secrets or any other rights and interests.

Article 14 Name expression

Except as required by laws or agreed to by Party A in a written form, Party C shall not use Party A or Party B's name or alias in any advertisement, sales literature or declaration in relation to medicines that were applied in the clinical experiment and also shall not use any word to imply or express any commercial product or service that was recognized by Party A or Party B. Party A and Party B are also prohibited to use Party C and its employees' names in any advocacy advertising prior to written consent from Party C.

Article 15 Other contractual matters

- 1. Parties hereto may revise or supplement through negotiation matters not mentioned herein according to laws, practices and the principle of good faith.
- 2. All disputes arising from the performance of this Contract should be settled through friendly negotiation, and if there is no agreement upon the negotiation or any party refuses to coordinate, the dispute shall then be submitted to the ROC Taiwan (Taipei, Keelung, Taoyuan, Kaohsiung and Chiayi) local courts as the court of first instance where the Agreement is reached for settlement, during which ROC laws shall govern.
- 3. The Attachment and Experiment Plan shall be parts of the Contract and invalid in the case of any discrepancy with the Contract.

4. The Contract is made shall hold one copy.	e in triplicate, each of which sha	ll be deemed equally au	thentic, and each party
-	G MEDICAL FOUNDATION (TA AOYUAN) CHANG GUNG ME		SIUNG, CHIAYI, Director:
Party B: Clinical Experir	ment Investigator		
Address:		Tel:	
Party C:		Legal Representative:	
Address:		Tel:	
Date:	(the Republic of China calendar)		

Please declare yourself within the Contractual Provision Items:

Contractual Provisions	Deliverer			Examined by the Health Medical Research Department			
	Page	Article	Delivery Notice	Receipt Notice	Conformity	Inconformity	Comments
1. Specify the name of the experiment plan, which should be the same as that in the IRB Approval Letter.							
2. Specify the name of the investigator, which should be the same as that in the IRB Approval Letter.							
3. Nurse practitioner or assistants have been provided by the Hospital's Clinical Trial Service Center.							
4. This project is an observational experiment, instead of an interventional one, and uses such experiment types as medical record retrospect, questionnaire surveys, etc.							
5. This experiment has not collected any biological samples (or already has agreed to a treatment method in the Experiment Plan).							
6. This experiment does not need approval from the Ministry of Health and Welfare.							
7. This experiment has not appointed CRO for implementation.							
8. Specify subject protection regulations (which shall be examined by medical experts):							
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Reports of an urgent					
nature must be provided					
within ten business days;	within ten business days;				
within ten business days;					

routine reports must be submitted within 30								
business days. (AAHRPP 1.8 C)								
(4) When findings emerge after a research study within 2 years has ended that directly affect the safety of past participants and were not anticipated at the time the study 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, or SPONSOR has been authorized 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 Study data, 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)								
Contractual Provisions	Deliverer			Examined by the Legal Service Group				
	Page	Article	Delivery Notice	Receipt Notice	Conformity	Inconformity	NA	
1. Specify the experiment plan's implementation expense in the Contract.								
2. Specify limits of								

academic publications.				
3. Specify research achievements allocation and right.				
4. Specify relevant experiment liabilities for damage, which, except for those intentionally or accidentally caused by the experiment institute or investigators, shall be assumed by the experiment delegator.				
5. Ensure that all biological samples and specimens obtained from the experiment are handled in accordance with relevant laws and the Hospital's corresponding regulations.				