Pacyfic Study

Erasmus MC
Universitair Medisch Centrum Rotterdam

Clinical Trial Site Agreement

Study: Pancreatic Cyst Follow-up, an International Collaboration (PACYFIC study). A prospective evaluation of pancreatic cyst surveillance, based on the European experts consensus statement on cystic tumours of the pancreas

Protocol No: Version I MEC 2014-05

Payment Schedule: Not applicable

This agreement (the "Agreement": this agreement comprising its clauses, schedules and any appendices attached to it), pertaining to a clinical study defined hereinafter, is entered into by and between:

1.

Erasmus University Medical Center Rotterdam
Acting exclusively on behalf of its Department of Gastroenterology and Hepatology
's-Gravendijkwal 230 - Room H339
3015 CE Rotterdam, The Netherlands,
lawfully represented by M.J. Bruno, MD, PhD
Head of the Department of Gastroenterology and Hepatology

(hereinafter called "SPONSOR")

and

2.

Centre ……
Address…..
City……..
Country……..
Represented by ……..

(hereinafter called "Participating Institution")

(SPONSOR and the Participating Institution hereinafter also referred to as the Party or the Parties)

WHEREAS;

(a.) The SPONSOR wishes to evaluate the data of the study;

(b.) The SPONSOR has requested the Participating Institution to perform the clinical study set out in Protocol No. I (the said clinical study hereinafter referred to as "the Study");

(c.) The Participating Institution has the facilities, medical staff and personnel, required for the execution of clinical study and has an interest and expertise in participating in clinical studies for the purpose of improvement of diagnostic, therapeutic and

interventional medical procedures, in order to help patients and to further medical knowledge;

(d.) The SPONSOR wishes to have the Study at this site conducted under the supervision of Dr. …… ("Participating Investigator"), who is willing to perform this task.

NOW THEREFORE IT HAS BEEN AGREED AS FOLLOWS:

1. SCOPE OF WORK

The Participating Investigator will be responsible for the following tasks in relation to the study:

- Submission to the local ethical committee
- Compliance with the Protocol and applicable amendment(s)
- Medical care of study subjects
- Ensure the accuracy, completeness, legibility, and timelines of the data
- Safety reporting
- Provide reasonable assistance with monitoring and auditing by the SPONSOR, Supporter and inspection by the appropriate regulatory authorities

The Participating Investigator should be aware of and comply with GCP and the applicable regulatory requirements.

2. PARTICIPATING INVESTIGATOR

The Study at this site will be supervised by Dr…… (Participating Investigator). If, for any reason, the supervisor mentioned above is unable to continue to serve as Participating Investigator, the Participating Institution will appoint an appropriate and qualified successor, after having consulted the SPONSOR.

3. IRB/ EC APPROVAL

Before beginning any clinical activities under the Study, the Study and Protocol will be submitted to the Independent Review Board (IRB)/ Ethics Committee (EC) of the Participating Institution, for their perusal and written approval on the contents, extent, and execution of the Study. If no such approval can or will be obtained, the Parties shall be free to terminate this Agreement, in accordance with clause 13 hereof.

4. STUDY RECORDS

The Participating Institution agrees to maintain complete and up-to-date Study records during the Study, including electronic (online) Case Record Forms and the Investigator Site File, which includes all study-related correspondence.

5. MONITORING

It is agreed that the project monitor(s) and others, designated by the Sponsor, may regularly arrange a visit to the responsible investigator or his/her designee, during the trial and for a reasonable time after completion or early termination of the trial:

- To examine and inspect, at regular business hours, institution facilities required for performance of the Study;

- To verify all data and procedures of the study object of this Agreement, respecting applicable personal patient data privacy laws, and to verify all data necessary for the SPONSOR, to confirm that the Study is being conducted in conformance with the Protocol and in compliance with all applicable legal and regulatory requirements and without limitation the current ICH/GCP guidelines.
- The Participating Institution agrees to provide reasonable assistance to the SPONSOR, in order to facilitate examination, inspection, auditing, and review by electronic access of data relating to the study.

6. PERIOD OF PERFORMANCE

Subject always to IRB approval, the Study shall commence, i.e. be conducted, during a period of ten years, starting on August 2015, or at a later date as agreed upon, it being understood and agreed between the parties hereto that preparatory activities, may be undertaken prior to IRB approval.
The Parties have agreed that all reasonable efforts will be made to complete the Study within the above-mentioned period of ten years. The aimed inclusion period will be until February 2024. The Study will be completed on the day on which SPONSOR has completed the final report of the Study (end of study planned September 2025).
It is understood by both Parties, that the final report of the Study is a scientific report. The report and analyses will be drafted by and under the full responsibility of SPONSOR.

7. PROTOCOL / DEVIATIONS / REPORTING

The Protocol – following the approval by the IRB – shall not be deviated from, except in situations where the patient(s) would show adverse reactions to the use of the Medical Device.

If in the medical judgment of the Participating Investigator of the Participating Institution, alternatives on or deviations from the Protocol are required, due to a medical emergency, the alternatives and /or deviations and reasons for their use will be documented and forwarded to the SPONSOR, at the earliest possible occasion following the occurrence of any such event.

Any adverse events shall be brought to the attention of SPONSOR, as promptly as reasonably possible, describing the circumstances under which the events occurred and the remedies applied. Information on serious adverse events should be transmitted within 24 hours after awareness to the SPONSOR by e-mail (according to the procedure described in the protocol).

The Study will be conducted in accordance with ICH topic E6: ‘Good Clinical Practice: Consolidated Guideline’, ‘Notes for Guidance on Good Clinical Practice PMP/ICH/135/95’ and Directive 2001/20/EC of the European Parliament and of the Council of 4 April 2001 and all applicable laws, rules and regulations of the country of the participating institution. These Standards, Procedures and Laws are considered compliant with the requirements of the Declaration of Helsinki (amended by the 59th WMA General Assembly, Fortaleza Brazil October 2013) on the subject of Clinical Trials.

8. INFORMED CONSENT

SPONSOR and the Participating Institution acknowledge that the Study can and will be conducted only on basis of prior informed consent by the patient(s), or their legal representatives, to participate in the Study. This consent shall be obtained in writing in

form and substance, as set out in the model form contained in or attached to the Protocol, or in such alternate form as approved of by the local IRB.

9. INSURANCE AND INDEMNIFICATION

The Participating Investigator(s)/ Institution has appropriate clinical trial insurance with coverage of damages or death as a direct or indirect result of the study - of any, by Participating Investigator and Participating Institution, enrolled patient.

SPONSOR, including the research staff involved, shall not be liable and will be indemnified, defended, and held harmless by Participating Institution for injury to the subjects' health which would also have occurred if the subject had not participated in the Study, or for events resulting from diagnostic or therapeutic measures not required by the Protocol because of a lack of causal relation with the Study.

For events, claims, or proceedings, initiated by Study Subjects or any third party, arising from (I) a failure to comply with applicable laws, regulations or the Protocol, or (II) from gross negligence or willful misconduct or a willful, reckless, negligent, or wrongful act, or omission or professional malpractice of the Participating Institution, Participating Investigator or related clinical staff (including failure to obtain patient's consent in accordance with the rules applicable thereto) the Sponsor, including the research staff involved in this Study, will be indemnified, defended and held harmless by Participating Institution.

The Participating Investigator warrants that a sufficient general and malpractice insurance program (on either an indemnity or self-insured basis) is in place to fully cover negligent or reckless acts, or omissions in the performance of their duties, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees (collectively, "Liabilities") resulting from, or attributable to any and all such acts and omissions.

Each Party will take out and maintain appropriate insurance cover in respect of its potential liability. Each Party shall produce to the other, on request, copies of insurance certificates or proof of dispensation for insurance, together with evidence that the policies to which they refer remain in full force and effect, or other evidence concerning the indemnity. The terms of any insurance or the amount of cover shall not relieve a Party of any liabilities under this Agreement.

10. FINANCIAL SUPPORT

The SPONSOR shall not reimburse the Participating Investigator for costs for the work performed in accordance with the terms of this Agreement.
SPONSOR shall not pay the Participating Institution.

11. TERMINATION

Any Party may terminate this agreement immediately by written notice to the other Party upon the occurrence of any of the following events:

a) in case of serious adverse events or in case of (other) safety issues relating to the Study;
b) if no IRB approval can be obtained for the Protocol or any future changes thereof;
c) If the defaulting Party commits a material breach of its obligations under this agreement, and (if the breach is capable of remedy) fails to remedy the breach

within 30 days of being specifically required in writing so to do by the non-defaulting Party;

d) If any distress, execution, sequestration or other similar process is levied or enforced upon or against property of the defaulting Party which is not discharged within thirty days, or an encumbrancer takes possession of, or an administrator, an administrative receiver, a receiver, a trustee or a liquidator is appointed over the whole or any substantial part of the defaulting Party's undertaking, property or assets, or an order is made or a resolution is passed for the winding-up or analogous proceedings in any jurisdiction of the defaulting Party;
e) Parties may terminate this Agreement if the Principal Investigator is no longer able (for whatever reason) to act as Principal Investigator and no mutually acceptable replacement can be found.
f) Furthermore, any Party may terminate performance at any time by written notice to the other Party if circumstances beyond its control preclude continuation of the Study.

It is clearly understood by the Parties, that it would be unethical to stop the treatment of enrolled patients for other than medical or safety reasons. Therefore, the Parties expressly agree that any termination may not affect the treatment or interest of enrolled patients. In view hereof the Parties undertake to make sure that in any case of termination of this Agreement, the continuation of the treatment of the enrolled patients is secured. In case of a termination, the Parties will in good faith make further arrangements concerning the continuation of the treatment of enrolled patients.

12. PUBLICATION , AUSTHORSHIP AND OWNERSCHIP OF DATA

The rules regarding publication, authorship and ownership of study data and results of the PACYFIC study are described in the Consortium Agreement of the PACYFIC study group.

13. CONFIDENTIAL / PROPRIETARY INFORMATION

Without prejudice to Article 14 (Publications) any information provided by a Party under this Agreement to the other Party shall not be transferred or in any other way disclosed to any third party without the consent of the Disclosing Party. Each Party shall impose these same confidentiality obligations on its officers, agents and employees.

This obligation of confidentiality shall not include or extend to any information that:

i.) Is or becomes generally available to the public otherwise than by reason of breach of confidentiality by the Receiving Party;
ii.) Is proven to have already been known to the Receiving Party prior to the receipt of same from the Disclosing Party;
iii.) Is subsequently disclosed to the Receiving Party from sources other than the disclosure by the Disclosing Party.
iv.) Information that is proven to have been independently developed by the Receiving Party.
v.) Information required to be disclosed to governmental agencies, or information of which disclosure is otherwise required by law, regulation or governmental or court order.

14. USE OF NAMES

Without prejudice to Article 14 (Publications), no Party shall use the name, trademark, logo, symbol or other image of the other Party (or Participating Investigator) and/or the

names of any employee or officer of the other Party in any advertising or other form of publicity, including but not limited to announcements during conferences, or press releases without the express prior written permission of the other Party.

15. ASSIGNMENT

This Agreement shall not be assignable by either Party without the prior written consent of the other Party; any attempted assignment is void.

16. INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, except as may be explicitly authorized by the other Party in writing.

17. GOVERNING LAW

The validity and interpretation of this Agreement and the legal relation of the parties to it shall in all respects be governed by the laws of the Netherlands. Any and all disputes between the Parties that cannot be settled amicably shall be subject to the exclusive jurisdiction of the court having competence in any such matter at Rotterdam, the Netherlands.

18. ENTIRE AGREEMENT

Unless otherwise specified, this Agreement (including the annexes thereto) embodies the entire understanding between the SPONSOR for this Study and The Participating Institution, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

19. AMENDMENTS

Except as otherwise provided herein, this Agreement may not be amended, supplemented, or otherwise modified unless made in writing and signed by authorized representatives of all parties to be bound.

AGREED AND SIGNED BY BOTH PARTIES:

PARTICIPATING INVESTIGATOR:

1. _____

Name: ……..

Date: _____

PARTICIPATING INSTITUTION:

1. _____

Name: ……..

Date: _____

(if applicable; add other representatives)
2. _____

Name: ……..

Date: _____

SPONSOR:

1. _____

Prof. Dr. M.J. Bruno
Head of Department of Gastroenterology and Hepatology
Erasmus University Medical Center Rotterdam

Date: _____