CLINICAL TRIAL AGREEMENT
[Identification of the trial, Person in charge of research]

Sponsor of the Trial:

Institution:

APPENDIX

APPENDIX

CLINICAL TRIAL AGREEMENT

1. PARTIES

Sponsor:

Name
Address

Institution:

Name
Address

[If there in the trial is both a sponsor and its CRO, the liabilities, rights and responsibilities between the interrelated parties shall be agreed separately in conformity with this agreement between sponsor and institution.]

2. SCOPE OF THE AGREEMENT

Under this agreement the parties agree to conduct a clinical trial as defined in the Protocol in Appendix 1 [Name of the trial, number of the protocol, version number and date, the person in charge of the research according to the Medical Research Act, Statute No. 488/1999, section 5] as maybe amended from time to time.

3. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to agree on terms and conditions, as well as procedures, according to which the trial will be conducted, and on the division of duties and responsibilities between the parties conducting the trial.

4. CONTACT PERSONS

Contact person(s) for the sponsor [define separately when necessary matters related to this Clinical Trial Agreement or/and to the conduct of the trial as well as invoicing]:

Name
Address
Telephone
Fax
E-mail

Contact person(s) for the institution [define separately when necessary matters related to this Clinical Trial Agreement or/and to the conduct of the trial as well as invoicing]:

Name
Address
Telephone
Fax
E-mail

5. DEFINITIONS

[If necessary]

6 TRIAL SITES

The clinical trial shall be conducted at the following trial sites [if necessary, please provide specifications of which part of the trial is to be conducted in which trial site]:

[•]

[•]

7 SCHEDULE OF THE TRIAL

The clinical trial can only be initiated after a favourable opinion by the Ethics Committee has been received and the conduct of the trial has been approved by Finnish Medicines Agency Fimea. In addition an appropriate permission for conducting the trial at the site shall be obtained prior to the initiation of the trial.

The objective is to enrol [•] subjects in the trial by [day]/[month]/[year]. The objective of the institution is to recruit the first subject into the trial by [day]/[month]/[year]. The sponsor of the trial is, however, entitled to suspend the recruitment of new subjects, when a sufficient amount of subjects have been recruited into the trial globally. The target number may be exceeded only upon separate written approval of the sponsor. The estimated total duration of the trial is [month]/[year] – [month]/[year].

The trial is regarded completed when the sponsor has received the data collected or generated in accordance with the protocol, and given its approval and informed the institution thereof.

8 BACKGROUND MATERIAL AND RIGHTS OF USE

The sponsor shall provide the institution with the data and documents needed for conducting the trial and guaranteeing the safety of the subjects.

The data and documents provided by the sponsor may be used solely for the conduct of this trial in accordance with this agreement:

9 LEGISLATION AND GUIDELINES ON CONDUCTING THE TRIAL

The following legislation and regulations shall be complied with in the conduct of the trial:

- Valid Finnish legislation, regulations, and guidelines of the authorities,
- Guideline for Good Clinical Practice (ICH GCP),
- The principles of the (World Medical Association) Declaration of Helsinki,
- Standard Operating Procedures (SOPs) given by the sponsor to the institution and the principal investigator, and

- Trial site specific provisions, regulations, and instructions given by the institution to the sponsor.

10 LIABILITIES AND RESPONSIBILITIES OF THE PARTIES

In addition to the other liabilities and responsibilities described in this agreement the institution is obliged to:

- act as the employer of the investigators, trial nurses and other personnel conducting the trial;
- ensure that during the term of trial set forth in this agreement, the Investigators engaging in the trial do not initiate any other clinical trial at the trial site, which would delay recruitment of subjects for this trial;
- ensure that qualified and instructed personnel and adequate equipment are available for the trial and that the trial may also in other respects be conducted in safe conditions;
- allow participation of the Investigators and when appropriate/needed also trial nurses in Investigator meetings and other education arranged by the Sponsor;
- ensure that the Investigators are familiar with the details of the protocol and other liabilities and responsibilities defined in this agreement, and that Investigators are committed to act accordingly;
- ensure that the subjects are not simultaneously involved in any other clinical trials and that they are not subjects to any investigations differing from the trial protocol and
- allow monitoring and auditing at the trial site to be conducted by the sponsor, as well as domestic and foreign regulatory authorities, and, if necessary, to assist in the executing thereof.

In addition to the liabilities and responsibilities described in this agreement the sponsor of the trial is obliged to:

- provide the institution with the necessary background information needed for the appropriate and safe conduct of the trial;
- ensure necessary training and orientation of the investigators and other personnel of the institution involved in the trial in order to conduct the trial in accordance with the protocol. The training, meetings, and travelling related to the conduct of the trial shall be separately agreed between the sponsor of the trial, the institution, and investigators;
- ensure that the trial is covered by a pharmaceutical injuries insurance policy, from which possible damages caused by the investigational medicine are compensated to the trial subjects in accordance with insurance conditions [attach when appropriate an insurance certificate];
- register the trial into an open international publication register according to common practice before starting the patient recruitment, as well as
- inform the institution of the completion of the trial.

11 PRINCIPAL INVESTIGATOR AND HIS/HER RESPONSIBILITIES

N.N. shall act as the principal investigator in the trial site [if relevant add: and as the person in charge of the research according to the Medical Research Act, Statute No. 488/1999, section 5]:

Name
Address
Telephone
Fax
E-mail

The principal investigator is obliged to:

- follow the procedures regarding the conduct of the trial set forth by Section 9 of this agreement;
- get fully acquainted with the protocol and all information and documents provided by the sponsor concerning investigational medicines;
- ensure that qualified and instructed personnel, as well as adequate equipment are available for the trial, and that the trial can also in all other respects be conducted under safe conditions;
- conduct the trial in accordance with the protocol as approved by the Ethics Committee and NAM including potential approved amendments thereto;
- immediately notify the sponsor of all necessary amendments to the protocol or any deviations from the protocol, which are imperative to avoid immediate danger to the subjects, and immediately execute necessary precautions for the protection of the subjects;
- ensure that all subjects have given the proper written informed consent to their participation in the trial and have received sufficient information of the trial and benefits, risks, and disadvantages related thereto for giving the consent;
- ensure that all the persons assisting in the trial and, if necessary, also others engaging in the treatment of the subjects have been properly informed of the protocol, investigational products and their obligations and duties relating to the trial;
- immediately report to the sponsor all serious adverse events apart from the events, which according to the protocol or any other document, such as Investigator's Brochure, do not require immediate reporting, and also to follow the protocol with respect to the reporting of adverse events and abnormal laboratory values;
- ensure accuracy, completeness, reliability, and timeliness of the information submitted to the sponsor on the case report forms and all required reports, including those in electronic format, and deliver the case report forms and other required reports to the sponsor;
- take care of the registration and notification of information necessary for the invoicing to the financial administration of the trial site at agreed intervals, and
- act in co-operation with the sponsor relating to monitoring visits and audits mentioned in Section 16.

12 FINANCIAL DISCLOSURE TO FDA BY CLINICAL INVESTIGATORS [REMOVE IF UNNECESSARY]

The institution must, if necessary, ensure that all investigators listed in the trial protocol and conducting the trial provide the sponsor with all information on their significant financial commitments, such as patent and all other intellectual property rights related to the investigational medicine, ownership of shares in the sponsor corporation or other remunerations not related to clinical trials paid by the sponsor to the investigator or an entity represented (for example scholarships), and which information is required by

FDA (U.S. Food and Drug Administration) in connection with clinical trials in order to obtain marketing authorization of FDA (Financial Disclosure by Clinical Investigators, Code of Federal Regulation (CFR) Title 21).

13 INVESTIGATIONAL MEDICINES

The investigational medicines used in the trial shall be the sole property of the sponsor. The sponsor shall supply sufficient amount of appropriately labelled investigational medicines and other materials, substances and equipment (including necessary materials for packing and shipment) without cost for the use in the trial site and keep records of the supply, reception, use, return, and destruction of the investigational medicines. The institution and the principal investigator are obliged [to comply with the instructions of the institution regarding receipt and handling of investigational medicines and] to use the investigational medicines solely as defined in the protocol in order to conduct the trial defined in this agreement. The institution and the principal investigator shall be responsible for the investigational medicines being stored, handled, and recorded in accordance with the protocol. Upon the termination of this agreement, the institution and the principal investigator shall be responsible for the return of the excess investigational medicines to the sponsor, which shall take care of their transport and destruction at its own cost.

14 EQUIPMENT DELIVERED FOR THE TRIAL

If the sponsor would deliver equipment to the trial site for conducting the trial, the equipment must be specified and the terms and conditions relating thereto must be agreed in writing between the parties to this agreement. Provided that no other separate written agreement exists with respect to the delivered equipment for the conduct of the trial, the equipment shall remain the property of the sponsor, the equipment may be used solely for conducting the trial as defined by this agreement and in accordance with the protocol. The sponsor shall be responsible for the costs relating to the installation, repair, maintenance, use, and insurance of the equipment during the trial and shall take care of their removal upon the completion of the trial. An approval of the entity responsible for the medical devices of the trial site must be obtained for the delivered medical devices prior to their use.

15 COMPENSATIONS, INVOICING AND PAYMENT

In accordance with the budget set forth in Appendix 3 and according to the schedule defined in Appendix 4, the costs accrued by the trial shall be compensated against a specified invoice.

The budget includes all expenses, compensations, taxes and other similar payments, such as “social security payment” paid by the institution, administrative over-heads and a possible VAT:

The sponsor shall compensate only for the completed patient visits, laboratory and other investigations, pharmacy costs, and other comparable costs as defined by the protocol and approved by the sponsor. Any other expenses shall not be compensated for without a separate written agreement concluded with the sponsor thereof. If an amendment to the protocol would cause additional costs, their reimbursement shall be agreed separately between the sponsor and the institution.

The sponsor shall compensate for any extra travelling costs attributable to the trial subject using public transportation and caused by his/her participation in the trial. A taxi may be used only if it is regarded necessary by the investigator due to the state of health of the subject or the nature of the trial. The reimbursement for the trial subject using his/her own car is paid only and in accordance with the rules set forth by The Social Insurance Institution of Finland if separately agreed between the sponsor of the trial and the institution.

The sponsor shall reimburse the loss of earnings incurred due to the participation of the subjects in the trial, provided that participation in the trial for grounded reasons causes loss of earnings to the subjects and the matter has been separately agreed between the sponsor of the trial and the institution (situations, in which it is not a question of visits caused by treatment of illness and in which the visits must be made during working hours). In order to ensure the privacy of the subjects the institution takes care of the payments of compensations to the subjects and charges the sponsor these costs (or if this is not possible, the Sponsor takes care of the payments of compensations to the subjects).

The healthy voluntary subjects shall be reimbursed for participating in the trial in accordance with Finnish legislation.

The sponsor shall bear the costs of all necessary training, meetings, other travelling and events related to the trial.

Invoicing address and the contact person of the sponsor:

Name of the sponsor
Name of the contact person
Address
Business ID
Invoicing details

In relation to the trial, the following payment terms are followed: [case-specific].

The institution shall be responsible for invoicing the costs incurred by the trial from the sponsor. The costs accrued in each calendar month/year must be invoiced by [day]/[month]/[year]. All costs related to the trial must be invoiced from the sponsor by [day]/[month]/[year] at latest.

At least the following information must be included in each invoice:

- Name and number of the trial,
- Number of patients, and approved visits (other procedures if applicable) and the date thereof (including the subject numbers),
- Unit price of the conducted investigation, taxes not included,
- Potential refunds and discounts, provided that they have not been taken into account in the unit price.

The investigator shall report on the progress of the trial to the financial administration of the institution at agreed intervals for invoicing. The invoicing must be based on visits (or procedures) approved by the sponsor.

All payments relating to the trial, including compensations paid to the investigators and other research personnel shall be directed to the account indicated in the invoice of the institution.

Payments under this agreement are subject to the delay interest provisions of the Interest Act.

16 RIGHTS OF THE SPONSOR

The representatives of the sponsor and authorities responsible for control of medicines and their safety shall have the right to gain access to the trial site and the patient records and other documents related to the trial in order to ensure correctness of the trial records and the proper conduct of the trial. The informed consent of the subjects is required for the use of documents containing their personal data. The investigators shall co-operate with the sponsor relating to the aforementioned monitoring visits and audits. No separate compensation shall be paid to the investigators for the potential additional work due to monitoring and audits.

17 CONFIDENTIALITY

Each party shall keep in confidence all trade and professional secrets of the other. The institution shall keep in confidence especially all information related to and accrued in connection with the trial, the Results, documents, and electronic records (hereinafter “Confidential Information”). All documents and electronic records that contain Confidential Information must be stored in a manner that no third party may have access thereto.

The personnel of a public party (authority) and its subcontractors are bound by the Act on the openness of governmental activities (621/1999), according to which they must keep in confidence information on e.g. trade and professional secrets. The confidentiality obligation will continue for fifteen (15) years after the completion of the trial.

The confidentiality obligation shall not, however, be applied to Confidential Information, which:

a) Was, as evidenced, in the possession of the receiving party prior to receipt of the confidential information from the other party,

b) Has been publicly available or has become publicly available through no act or omission by the party or its employee or a consultant or breach of this agreement,

c) The party has received from a third party without any obligation of confidentiality and which has a right to deliver such information to the other party, or

d) On ground of law has to be delivered.

Any party invoking and exception set forth above has the burden of proof with respect to the existence of such an exception.

Each party shall promptly return to the other party and Confidential Information no longer needed for the purposes of this agreement or if so requested by the other party.

Should any third party, e.g. Regulatory Authority demand access to Confidential Information on grounds of law, the party shall without any delay and prior to making such a disclosure notify the other party of such a demand in writing. The party may then deliver only the specified Confidential Information, which the request concerns.

18 TRIAL REGISTER AND PERSONAL DATA PROTECTION

A trial register will be created in connection with the trial, the controller of which will be the sponsor of the trial. The sponsor shall create a description of the personal data file regarding the trial register, which shall be delivered to the Ethics Committee along with a request for opinion.

The sponsor, including its representatives, is obliged to keep confidential the personal data of the subjects accrued in connection with the trial.

19 DATA AND RESULTS ACCRUED IN CONNECTION WITH THE TRIAL

All information, documents, reports, materials and other results accrued in connection with this trial apart from the patient records and other data collected by the institution for its own use (hereinafter “Results”) are the property of the sponsor of the trial, the use of which the sponsor of the trial may decide independently.

20 INTELLECTUAL PROPERTY RIGHTS

All copyrights, industrial rights and other intellectual property rights generated as a result of this trial or in connection thereto and which are related to the Results are the property of the sponsor of the trial. The sponsor of the trial has the exclusive right of exploitation of the aforementioned copyrights, industrial rights and other intellectual property rights.

The institution is obliged to ensure, that all inventions created in the trial or as a result of the research work related thereto, and copyrights, industrial rights and other intellectual property rights which are related to the Results shall be transferred to the sponsor regardless of whether such rights shall transfer to the institution by virtue of law.

The investigator can take part in the protection of industrial and other intellectual property rights on the request by the sponsor and on its expenses.

21 PUBLICATION OF RESULTS

In case the trial in question is a multi-centre trial, no results concerning the trial may be published prior to the receipt and analysis of the trial results from all trial centres or the trial has been completed in all centres. With respect to multi-centre trials the principal

investigator of the entire multi-centre trial or the entity responsible for the publication of the trial results shall be responsible for publication of the trial results. Other investigators may not publish any separate publications concerning the trial prior to the publication of trial results covering all trial centres. In the event the principal investigator of the entire multi-centre trial or the entity in charge of the publication decides, that the trial results of a multi-centre trial shall not be published, an individual investigator may publish his/her own trial records as set forth by this Section 21. The sponsor must inform the investigators of the decision not to publish the results of a multi-centre trial.

Any possibly patentable Results or Results, which could be protected by any other industrial rights, shall not be published prior to filing the patent applications or other industrial property protection related thereto with the appropriate authorities.

Upon termination of the trial, the investigator has apart from the aforementioned restrictions concerning multi-centre trials, the right to independently analyse his/her own trial results and publish them with the exception to information regarded as trade or professional secrets of the sponsor. The sponsor shall obtain the manuscript of the publication for its assessment sixty (60) days prior to it being submitted for publication. Should the sponsor inform the investigator of its intention to apply for a patent relating to the facts presented in the publication, the publication shall be further postponed for a maximum period of 120 days.

[In early phase trials it might be necessary e.g. due to reasons related to trade secrecies, to agree differently so that the sponsor has the exclusive right to publish information about the trial and its results.]

22 SUBCONTRACTING

Both parties are entitled to use subcontractors in conduct of the trial in this agreement. The institution shall inform the sponsor of the planned use of named subcontractors in advance. The sponsor has the right to deny the use of a particular subcontractor. The sponsor shall give reasons thereof. The party using subcontractors shall be liable for the work of its subcontractors as for its own.

23 ASSIGNMENT

Notwithstanding what has been set forth with respect to the use of subcontractors in Section 22, the parties may not assign this agreement, any part thereof, or any right or obligation related thereto to any third party without the prior written consent of the other party. The parties are, however, entitled to assign their rights and obligations under the agreement to a third party to which the activities set forth in this agreement and its appendices is possibly being transferred, when all rights and obligations under this agreement shall fully transfer to the transferee.

24 AMENDMENTS

All changes and amendments to this agreement shall be agreed in writing between the parties.

25 INDEMNIFICATION

The sponsor shall indemnify and hold harmless the institution from any and all liability of trial subjects, loss, or damage it may suffer as a result of the sponsor's negligence or breach of contract or caused by the investigational medicines, compliance with the protocol written by the sponsor, or use of the Results.

The institution agrees to indemnify and hold harmless the sponsor from any and all liability of trial subjects, loss, or damage it may suffer as a result of the institution's negligence or breach of contract.

26 ENSURING CONDUCT OF THE TRIAL

The institution shall be responsible for ensuring sufficient and appropriate resources for the conduct of the trial, and that no other than legal obligations or commitments of the institution of the trial cause unreasonable damage to or delay in conducting the trial as set forth in this agreement.

27 FORCE MAJEURE

Any event occurring after signing the agreement, which a party could not reasonably have taken into account at the time of the conclusion of the agreement and which prevents or delays the affected party from fulfilling of its obligations under the agreement or makes the fulfilment thereof unreasonably difficult and which can not be overcome without unreasonable loss of time or cost, shall constitute an event of force majeure. An event of force majeure shall include: strike, war, revolt, import or export prohibition, acts of God, interruption of public traffic or distribution of energy, legal labour dispute, fire or any other reason having as severe and unusual effects beyond the control of the party.

If a party would wish to invoke existence of an event of force majeure as a cause for the non-compliance with any of its obligations under the agreement or delay or exemption from liability, it shall without delay inform the other party of the delay or termination of its contractual obligation in writing.

28 RETENTION AND DESTRUCTION OF TRIAL RECORDS

The institution shall store the original trial results and codes at minimum fifteen (15) years after termination of the trial. The storage of trial records is included in the compensation paid by the sponsor to the institution for the conduct of the trial. [or alternatively: the original records and codes of the trial shall be stored at the sponsor's expenses for a minimum of fifteen (15) years after termination of the trial in an outside archive.]

The sponsor shall notify the institution in good time in advance and in writing if it wants the institution to keep the records or codes after the abovementioned 15 years. The sponsor of the trial shall notify the institution of the time after which the records related to the trial must no longer be stored, and reimburse the institution all additional costs incurred due to the storage exceeding fifteen (15) years. With respect to storage of records, the instructions set forth in Sections 4.9. and 5.5 of the ICH GCP are followed.

29 TRANSPARENCY

Investigator shall declare that sponsor has provided her/him with funding for the study whenever she/he writes or speaks in public about a matter that is the subject of this agreement or about any other issue relating to sponsor.

30 COMPLAINTS AND LIABILITIES

A party is obliged to notify the other party immediately in writing of all errors, omissions, and deficiencies detected in the conduct of the other party based on this agreement. Thereafter, the defaulting party has a duty to correct the reported error, omission, or deficiency.

A party shall be liable to compensate the other party the damages caused by its breach of contract. The parties shall not, however, be liable for any indirect or consequential damages. Except for the damages caused deliberately or by gross negligence, the aggregate liability of a party shall in no case exceed 100 % of the amount of the trial budget.

31 TERM AND TERMINATION OF THE AGREEMENT

This agreement shall become effective upon signing by both parties. The agreement shall continue in effect until [day]/[month]/[year] or until both parties have fulfilled their obligations set forth by this agreement.

Without prejudice to the term of the agreement, a party may terminate this agreement with immediate effect, if:

- The other party is in material default of any of its obligations under this agreement and the breach is of significant importance to the other party,

- The other party fails to comply with its obligations under this agreement and has not corrected its default, omission, or deficiency within four (4) weeks after the non-defaulting party has given the defaulting party written notice thereof, of

- The party has bankruptcy proceedings instigated against or is placed into voluntary or involuntary liquidation or is declared insolvent or it is otherwise obvious that the party is unable to fulfil its obligations.

The principal investigator, the institution, or the sponsor has the right to suspend the conduct of the trial and serve notice of termination with immediate effect due to any cause relating to the safety of the subjects or any ethical reason.

In the event a complaint as referred in Section 29 of this agreement has not led to correction of an error or deficiency, the sponsor shall in addition have the right without separate obligation of compensation or refund to suspend the trial and terminate immediately in writing this agreement in the following circumstances:

- If a favourable opinion of the Ethics Committee is not obtained,

- If no subjects have been recruited within [•] months followed by the initial visit of the sponsor,

- If the institution has enrolled trial subjects, who do not fulfil the criteria set for the subjects as defined by the protocol,

- If the institution does not follow the protocol,

- If the institution fails to comply with the principles of the Good Clinical Practice guideline (GCP),

- If the principal investigator gives notice or is given notice by the unit conducting the trial or otherwise ceases to work for the trial as defined by this agreement, and the parties fail to reach mutual understanding on the new principal investigator, or

- If the sponsor decides to terminate the trial for instance for scientific, ethical, or administrative reasons.

Provided that the sponsor serves notice of termination due to any cause referred to in the preceding paragraph, the sponsor shall be oblige to compensate the institution all necessary, irrevocable, documented, and direct costs incurred by the suspension of the trial due to the conduct of the trial.

The terms and conditions and responsibilities relating to the rights of the sponsor and the authorities, confidentiality of trade secrets, the trial register and personal data protection, data and records accrued as a result of the trial, intellectual property rights, publication of results, archiving and destroying of the trial records and governing law and dispute resolution under Sections 16, 17, 18, 19, 20, 21, 28, 32 and 33 of this agreement, shall survive termination or cancellation of this agreement.

32 GOVERNING LAW

This agreement shall be governed by the Laws of Finland.

33 DISPUTE RESOLUTION AND FORUM

All disputes arising out or in connection with this agreement shall be finally resolved in arbitration by one (1) arbitrator according to the Rules of Arbitration of Central Chamber of Commerce of Finland [or alternatively in the District Court of [Place].

34 ENTIRE AGREEMENT

This agreement, including its Appendices, represents the entire understanding between the parties with respect to the conduct of the trial as described in Section 2 and supersedes all prior oral or written agreements between the parties related thereto.

35 SIGNATURES

This agreement has been made in two (2) copies, one for each party.

Time and Place:

_____	_____
[Sponsor]	[Institution]
_____	_____
[Name and title]	[Name and title]

Undersigned is committed to work according to the Protocol and in all other ways promote the fulfilment of this agreement especially the responsibilities stated in section 11.

_____
[Principal Investigator]

_____
[Name and title]

APPENDIX 1 Protocol

APPENDIX 2 Liability distribution between sponsor and institution

Task	Liable party (choose the appropriate party)	
	Sponsor	Institution
a)		
b)		
c)		

APPENDIX 3 Trial budget

Providing their relevance to the trial, the following matters should among others be included in the trial budget:

- Compensation paid to the investigator, social security expenses included
    - For example divided by patient visits
- Compensation paid to the trial nurse, social security expenses included
    - For example divided by patient visits
- Costs of treatment of outpatients or daily bed charges
    - Cost/visit/patient or cost/day of treatment/patient
- Costs of laboratory tests
    - Cost/patient
- Costs of other investigations (e.g. ECG, imaging)
    - Cost/patient
- Other possible costs related to the trial
    - Cost/patient
- Archiving costs
    - Cost/shelf meter/15 years
- Office and administration costs
    - Usually as percentage of the starting amount
- Value added tax (22 %).

APPENDIX 4 Payment Schedule for the Trial

[Case-specific]