**RESEARCH AGREEMENT**

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| --- | --- |
| DRUG: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ INVESTIGATOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ADDRESS: The University of Texas                    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Texas \_\_\_\_\_  | PROTOCOL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CS NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_GRANT NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

This is a Research Agreement (AGREEMENT) between the INVESTIGATOR and/or the INSTITUTION named herein and Adria Laboratories, Division of Erbamont Inc. (SPONSOR), which outlines the terms of participation in Study Number \_\_\_\_\_\_\_ entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PROTOCOL).

**1.0 AWARDS AND PAYMENTS**

Reimbursement will be made for each evaluable patient accrued to this trial at a rate of $          per patient. Payments will be made at the conclusion of each calendar quarter (March, June, September, December) for all evaluable patients accrued. The University of Texas \_\_\_\_\_\_\_\_\_\_ will be reimbursed at a rate of $          per occurrence for all patients not eligible for third party payment upon receipt by SPONSOR of appropriate invoice detailing study number, patient number date and cost of $\_\_\_\_\_.

**2.0 TERM AND TERMINATION**

This AGREEMENT shall become effective on the last date signed by the parties hereto, and continue in force until completion of the PROTOCOL as mutually agreed upon by the parties hereto or may be earlier terminated by any party giving thirty (30) days advance notice of termination to the other party.

In the event of termination by SPONSOR, all funds paid to time of termination will be considered non-recoverable.

**3.0 CONFIDENTIALITY/PUBLICATIONS**

It is understood that all research to be performed in conjunction with this AGREEMENT will not be in conflict with any contracts or obligations the INVESTIGATOR and/or INSTITUTION may have with other institutions with which they are now or may become associated during the course of the program. Except as otherwise provided herein, the data provided in support or generated as a result of this research is confidential. The INVESTIGATOR will be free to publish or disclose any scientifically significant information learned in the course of this research, provided that he submit any proposed publication to the SPONSOR at least thirty (30) days prior to submission for publication which will give the SPONSOR an opportunity to comment. This shall not prevent the disclosure of information to government authorities in order to comply with any laws or regulations or to third parties pursuant to subpoena.

**4.0 INDEMNIFICATION**

In consideration of conducting the above-referenced Clinical Research and other good and valuable consideration receipt of which is acknowledged, it is hereby understood and agreed by SPONSOR and the INVESTIGATOR and/or the INSTITUTION that if a claim or lawsuit is brought against the INVESTIGATORS, INSTITUTION, The University of Texas System, their regents, agents, officers, or employees performing services under this AGREEMENT, not because of the fault, malpractice, or any malfeasant or negligent conduct by the INVESTIGATORS and/or the INSTITUTION, but solely as a result of INVESTIGATORS and/or the INSTITUTION's proper use of the Investigational Drug or other drug products furnished by SPONSOR in connection with the clinical evaluation employing such drug, or performance of the study in conformity with the PROTOCOL, SPONSOR agrees to indemnify, defend and hold INVESTIGATORS, INSTITUTION, The University of Texas System, and their regents, officers, agents, and employees harmless from any loss, damage, liability and expenses including attorneys fees as a result of such claim or lawsuit. INVESTIGATOR and/or the INSTITUTION shall notify SPONSOR orally or in writing within such a period of time as not to materially prejudice the rights of the parties after acceptance of service of a complaint stating any such claim made or suit or proceeding filed. INVESTIGATOR and/or the INSTITUTION shall notify SPONSOR, orally or in writing, within a reasonable period of time after receipt of actual notice of any such claim. INVESTIGATOR and/or the INSTITUTION, subject to the statutory duty of the Texas Attorney General, shall tender the defense of the claim, proceeding or suit to SPONSOR and shall reasonably cooperate with SPONSOR in the defense of such claim, proceeding or suit. Any oral communication regarding any such claim made or suit or proceeding filed shall be confirmed in writing by INVESTIGATOR and/or the INSTITUTION promptly after such oral communication.

Notwithstanding anything to the contrary contained herein, SPONSOR shall not have an obligation to defend, indemnify or hold INSTITUTION or INVESTIGATORS harmless from claims, suits or damages arising as a result of:

(a) failure of INSTITUTION or INVESTIGATORS, their agents or employees to adhere to all relevant and material provisions of the PROTOCOL described herein;

(b) failure of INSTITUTION or INVESTIGATOR, their agents or employees to adhere to all written recommendations and written instructions which have been delivered by SPONSOR to INSTITUTION and INVESTIGATORS concerning administration of the Investigational Drug;

(c) failure of INSTITUTION or INVESTIGATOR, their agents or employees to adhere to all applicable federal and state statutes or regulations, governing the conduct of clinical studies; or

(d) failure of the INSTITUTION or INVESTIGATOR, their regents, agents, officers or employees to exercise due care in the rendering of professional services hereunder or the conduct of the subject investigation.

INVESTIGATORS and INSTITUTION agree not to incur any expense nor to make any payment in connection with any such liability, claim, action, proceeding or suit without the prior written consent of SPONSOR; provided, however, that such consent may not be unreasonably withheld.

The provisions of this indemnification shall become effective upon commencement of the study, and shall survive termination of the AGREEMENT under Section 2.0 until conclusion (through final judgment including any appeal thereof, dismissal, or settlement) of any claim or cause of action for which indemnification is available under this Section 4.0.

**5.0 DESIGNATED PAYEE**

Please indicate payee, complete address and Federal I.D. Number. Any change in the designated payee must be supported by appropriate documents as required by SPONSOR.

Payee:   Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_
              Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: The University of Texas
                \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
                \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
                \_\_\_\_\_\_\_ Texas \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_\_\_\_\_\_\_\_

**6.0 GENERAL**

This AGREEMENT constitutes the entire and only agreement between the parties relating to the study, and all prior negotiation, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof, including the exhibits attached hereto, may be made except by a written document signed by the duly authorized representatives of the parties.

Any conflicts between the PROTOCOL and this AGREEMENT are controlled by this AGREEMENT.

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Texas.

This AGREEMENT anticipates educational training and may involve health science post-graduates and other students of the INSTITUTION.

Except as otherwise required by law or regulation, neither party shall release or distribute any material for information containing the name of the other party or any of its employees without prior written approval by an authorized representative of the nonreleasing party, but said approval shall not be unreasonably withheld.

**7.0 AGREEMENT**

7.1 **For the Investigator:**

        I have read this AGREEMENT and understand my obligations hereunder.

        Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                       Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.2 **Authorized Signature for the Institution:**

        Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                       Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

        Title:                                      Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
                                                     Title:     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

        Institution Name:                                The University of Texas
                                                                  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
                                                                  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
        Address:                                            \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
                                                                  \_\_\_\_\_\_\_\_\_\_\_\_\_, Texas \_\_\_\_\_

7.3 **For Adria Laboratories: Division of Erbamont, Inc.:**

        Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                               Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_