**CO-FUNDING AGREEMENT**

**IN ACCORDANCE WITH ITALIAN MINISTERIAL DECREE 17/12/2004**

**BETWEEN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter “**Supporter**”) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AND**

**FONDAZIONE POLICLINICO UNIVERSITARIO AGOSTINO GEMELLI** **IRCCS** (hereinafter **“Sponsor**”), established in Rome, Italy, Largo F. Vito 1, 00168, VAT and Fiscal Code n. 13109681000, represented by General Manager, Prof. Marco Elefanti, resident for his position at the Policlinico

**WHEREAS**

1. The **Sponsor** declares to possess all the necessary perquisites, established in art. 1 of the Decree of the Ministry of Italian Health of December 17, 2004, published in the official journal number 43 on February 22, 2005 (hereinafter “**Decree**”);
2. The **Sponsor** has independently developed the Clinical Trial “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (hereinafter “**Study**”), which will be conducted in accordance with rules as set forth in the study protocol (EudraCTnº \_\_\_\_\_\_\_\_) and all its amendments (hereinafter the “**Protocol**”). The **Study** will involve about \_\_\_\_\_patients according to the current version of the Protocol (version nº \_\_\_ dated \_\_\_\_\_\_) at the signature of this Agreement. Current version of the Protocol is hereby attached as **Annex 1.**
3. The **Supporter** and its subsidiaries and affiliates (hereinafter jointly referred to as “**Supporter**”) is engaged in research and development of \_\_\_\_\_\_\_ products, equipments and services and are the owner of rights for the drug \_\_\_\_\_\_\_ (hereinafter the “Product);
4. The coordinating center of the **Study** shall be Fondazione Policlinico Universitario Agostino Gemelli, UOC of \_\_\_\_\_\_\_\_\_\_ (herein after “Centre”), L.go Francesco Vito 1 00168 - Rome, Italy,under responsibility of Dr./Prof. \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter, the **Investigator**);
5. The **Sponsor**, following a declaration of absence of conflict of interest with the **Supporter,** shall receive an adequate funding for the conduction of the **Study** according to the **Protocol** and any related amendments, providing that the basic aim and design of the **Study** are not substantially changed. The above will not interfere in any way in the procedural and scientific autonomy of the **Sponsor** and the **Investigator**, as foreseen by art. 2, comm. 6 and 7 of the Italian Health ministry decree of 17 December 2004 (hereinafter the “**Decree**”);
6. The **Protocol** will be submitted to the competent Authorities (AIFA) and Ethics Committee in order to receive the qualification, as in art. 1, comm. 2, let. E and in art. 6 and 7 of the **Decree**, the recognition of the **Study** as clinically relevant.
7. The **Sponso**r will declare to the Ethics Committee the destination and the use of the received funds as specified at point 1; the **Supporter** declares that the results of the **Study** shall not be used as part of the industrial development of the drug, and that the **Study** and the results will belong to the **Sponsor**;
8. All the competent authority requirements for authorization of a clinical trial have been met;
9. The **Sponsor** and the **Supporter** shall commit to the terms and conditions below.

**STANDING THE ABOVE PREMISES, WHICH ARE AN INTEGRAL PART OF THE PRESENT AGREEMENT, CONVENE UPON THE FOLLOWING**

1. **Financial contribution for the Study**

1.1. As in point e) of the premises, the **Supporter** shall submit an overall financial contribution in the amount of € \_\_\_\_\_\_\_ (hereinafter the “**contribution**”). Any amounts already paid by the Supporter under the Letter of Intent above referred shall be deducted from the overall finantial contribution, and in particular, from the amount to be paid by the supporter under subsection (a) below.The contribution shall be handled in the following manner:

1. € \_\_\_\_\_ at the contract signature, and upon presentation of an invoice, which is attributable to charges related to activation of the Study;
2. € \_\_\_\_\_ to support study cost at the full enrolment of patients estimated by the first stage of protocol and upon presentation of the corresponding invoice;
3. € \_\_\_\_\_ to support final report and costs of publication,once final report is produced and **Supporter** receives a copy of such final report and upon presentation of the corresponding invoice

In case any of the previous milestones established for amounts to be paid are not achieved, the relevant payment will be postponed until achievement of the corresponding milestone.

1.2. The amounts payable to the **Sponsor** are to be understood VAT excluded.

1.3. The **Sponsor** undertakes also to send to **Supporter** together with each invoice, an update concerning the study progress and status and the achievement of the milestones established for every amount to be paid.

In case of failure in achieving the milestones agreed, the **Parties** will review and re-negotiate in good faith the terms and conditions of the Study in order to implement the necessary changes to make the **Study** feasible or, if the **Study** is not feasible at all, to agree the early termination of the **Study**.

1.4. In case of **Study** discontinuation or early termination, the **Supporter** will waive the reimbursement of any amounts already paid to the **Sponsor**at the time of **Study** discontinuation/early termination. In such a case, the **Supporter** shall not be obliged to make any pending payments established in clause 1.1. from the date of **Study** discontinuation / early termination.

1.5. In case of non-compliance with the **Protocol** requirements, the **Supporter** will evaluate the possibility to terminate this Agreement. If this is the case, the **Supporter** will not be obliged to make any further contribution from termination date.

1.7. The **Study** shall be conducted with commercial Product without any further obligation or contribution of the **Supporter**.

1. **Product Supply**
   1. The **Supporter** shall supply to the participating Center, without any costs or expenses, the **Product** free of charge, in the quantity necessary for the **Study**. The **Supporter** will send the amount of medication needed directly to the Centre in the quantities it needs. The **Product** delivered shall cover the number of foreseen patients corresponding to the amount needed for the **Study**, as set forth on the **Protocol**, and it shall not be released to any third party nor used for any purpose other than the performance of the **Study**.
   2. The **Product** shall be provided by the **Supporter** and beheld and administered by the Center, in compliance with current laws and any instructions provided by manufacturers.
   3. **Sponsor** will promptly notify the **Supporter** during the conduction of the study of any quality issues which affect the **Product**. All efforts should be made in order to notify the **Supporter** not later than three (3) working days from the moment **Sponsor** is aware of the quality incidence. The **Sponsor** is responsible to implement working procedures which assure that any third party, such as monitors, inform **Sponsor** about any **Product** quality issues that need to be reported. The reporting time frame of this type of communication should not exceed the above mentioned deadline of three (3) working days.
   4. In any event, it is understood that the **Supporter** shall be held liable for any damage caused by defective **Product** or failing to meet quality specifications required by law (Good Manufacture Practice) and for any cause directly input to the preparation of the **Product**.
2. **Free Loan for Use (Commodatum)**

3.1 The Supporter hereby grants on free loan for use (Commodatum) to the Sponsor, which accepts within the meaning and for the purposes of Art. 1803 and subsequent of the Italian Civil Code (C.C.), the Instrument(s) listed below, complete with technical documentation, whose ownership, as provided by law, is not hereby transferred to the Sponsor:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Instruments | Serial Number | Identification Code | Original Value Estimate | Estimated Amortized Value at the end of the Trial |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

The effects of this Commodatum shall start from the date of delivery of the Instrument(s) and terminate at the end of the Trial, when the Instrument(s) is/are to be returned to the Supporter at no additional cost to be borne by the Sponsor.

The Instrument(s) shall be used exclusively by the Sponsor staff and for the sole and exclusive purposes of the Trial covered by this Agreement, in accordance with the provisions of the Protocol. The Sponsor undertakes to:

* protect and preserve the Instrument(s) with due diligence and care;
* not allocate it/them for uses other than the above prescribed;
* not even temporarily cede, either free of charge or upon payment, the use of the Instrument(s) to Third Parties;
* return the Instrument(s) to the Promoter/C.R.O. in the same condition it/they was/were delivered, except for normal deterioration due to use.

The costs of routine and extraordinary maintenance shall be paid by the Supporter without prejudice to Art. 1808, second subparagraph, Italian C.C. .

The Supporter reserves the right to request the immediate return of the Instrument(s) whenever the Same should be used improperly or in any case differently from what provided for by this Agreement, in addition to the compensation for damages.

The Instrument(s) in question must be accompanied by a Declaration of Conformity to European directives and regulations.

Granting permission to free loan for use of the Instrument(s) shall be/was released by the Sponsor as a result of and in accordance with their internal procedures.

Moreover, the Parties agree that any additional Instrument(s) deemed necessary to conduct the study during the Trial, if it/they fulfils/fulfil the characteristics and conditions, shall be granted on loan free of charge in compliance with the rules laid down in this Agreement. The Supporter shall, since delivery, indemnify the Sponsor against any risk of fire and theft of the materials granted on free loan for use.

1. **Study management**
   1. The **Sponsor** and the **Investigator** will manage the **Study** independently, in accordance to what has been specified in the **Protocol** and in full respect of the **Decree** and other relevant legislation.
   2. All activities related to the **Study**, including monitoring, data management, safety reports management and insurance policy, shall be under the sole responsibility of the **Sponsor**, without any participation, involvement or responsibility of the **Supporter**.
   3. The **Investigator** will have the right to interrupt, suspend, or stop the **Study** before its termination as indicated in the **Protocol** in the case in which, according to its independent and indisputable opinion, the Investigator deems that the continuation of the **Study** is not compatible with the duty to safeguard the health and safety of enrolled patients.
   4. Patients’ enrollment will be conducted by the **Investigator**, in full respect of the governing laws and regulations concerning clinical research and the protection of personal data. This is with particular reference to the laws governing patient recruitment, written informed consent and the treatment and communication of sensitive data.
   5. The **Study** will be conducted in full compliance with what is foreseen in the **Protocol**, and in accordance to all the national and international laws and regulations concerning clinical trials with specific reference to Italian Legislative Decree N° 200 / 6 November 2007 concerning the compliance with the ethical and deontological principals which constitute Good Clinical Practice.
   6. The **Study** shall be considered complete after the termination of the activities specified in the **Protocol** of the last enrolled patient, the completion of the data management and analysis activities, and the publication of the **Study** results. The present agreement shall expire following the completion of the **Study, expected on \_\_\_\_\_**.
   7. **The Sponsor** will inform in writing and immediately the **Supporter** of the following:
      1. The approval of the **Study** by the independent Ethics Committees. A copy of the approval shall also be provided to the **Supporter**.
      2. Any amendments made to the **Protocol;** notice and copy of any amendment shall be provided to the Supporter from its approval.
      3. Any important safety issues (SAE and SUSAR), as specified in art. 3 of the **Decree**, provided that the personal data of the trial participants be protected. The detailed procedures for such communications are specified article 6 of the present agreement. Any other significant safety or quality issues that are thought to influence the conduct of the **Study** or the safety and well-being of other patients exposed to the **Product**. The reporting time frame of this type of communication should be done by the **Sponsor** not later than three (3) working days from the moment the **Sponsor** is aware of the safety or quality incident;
      4. The **Study** progress and final reports as prepared and forwarded to the **Investigators**.
2. **Property of research data**
   1. The **Sponsor** is the sole owner of all the information that will derive from the conduction of the **Study**, including all the data, results, discoveries, inventions, know-how and similar that will result from the conduction of the **Study** (hereinafter the “**Data**”).
   2. The **Supporter** shall have access to the results of the **Study** for internal purposes only once they are published, including sharing such results with **Supporter**´s affiliates and partners. The **Supporter** (including its affiliates and partners) shall also be allowed to share the said results with competent health authorities.
   3. The **Sponsor** is free to use the **Data** for its own purposes and activities, with the exclusion of any activity aimed towards economical or commercial gain nor for the industrial development of existing or future medical treatments.
   4. Neither the **Investigator** nor the **Sponsor** shall, by effect of the present **Study**, transfer to the **Supporter** any rights for the use of the **Study** results apart from the uses authorized in clause 4.1 above or any other uses authorized in writing by the **Supporter**.
3. **Publication of Study results**
   1. The **Sponsor** and/or the **Investigator** have the obligation to publish the results of the **Study**.The **Sponsor** guarantees that no information that is reserved and/or proprietary of the **Supporter** shall be published.
   2. The **Supporter** which offers the contribution to the **Study** will need to obtain written authorization from the **Sponsor** prior for each proper use and/or publication of the results and/or of any information generated by the **Study,** except or uses set forth in clause 5.2. where no authorization shall be needed.
4. **Pharmacovigilance**
   1. For the management of pharmacovigilance information and of the safety aspects, the regulations relating to interventional clinical trials will apply, as also described in the protocol (Annex 1).
   2. The **Sponsor** shall be responsible for:
      1. The systematic collection of all the adverse events, adverse reactions and/ or any laboratory abnormalities identified in the protocol as critical to safety evaluations which will occur during the period of the **Study**;
      2. The systematic notification to the competent authorities and the ethics committee of all Serious Unexpected Serious Adverse Reactions, in full respect of the applicable laws, regulations and regulatory requirements;
      3. The timely communication to the **Supporter** and the **Supporter´s Designee** of all relevant Product safety information detected in the Study.
5. **Protocol modifications**
   1. The **Sponsor** and the **Investigator** have the faculty to modify the **Protocol**, whenever an amendment should result necessary to allow the continuation of the study, autonomously and without the obligation of prior notification to the **Supporter**.
   2. All amendments to the **protocol** shall be notified in writing to the **Supporter** as soon as possible and no later than fifteen (15) days from the EC approval.
   3. If any amendment of the **protocol** modifies substantially the initial **protocol** and this amendment is not consistent with the initial project accepted to be financed by the **Supporter**, then **Sponsor** shall provide **Supporter** with the rational of such amendment in order to evaluate, as in point e) of the premises, if the conditions of maintaining the financial support of the **Study** still exist.
   4. If the **Supporter** considers that the amendment of the **protocol** not consistent with the initial project accepted to be financed, the **Supporter** may suggest using an external organization (CRO) as an advisor in order to provide with an independent opinion. In any event, the choice of the CRO would be agreed between the **Parties**.
   5. Such **protocol** amendments will not necessarily imply modifications of the **Contribution** that will have to be eventually agreed with the **Supporter**.
6. **Confidential Information**
   1. Any information provided to the **Sponsor** or the **Investigator** by the **Supporter** as a consequence of the present **Agreement**, including the conditions of **Agreement**, or any secrets, know-how, confidential documents or other information or data that are property of the **Supporter** provided to the **Sponsor** and to the **Investigator** shall be considered **Confidential Information**. The **Sponsor** and the **Investigator** during the present Agreement, and for a period of five (5) years after its termination, shall not disclose to third parties unrelated to this Agreement, or use for any purpose different from the **Study** any **Confidential information**.
   2. During the present Agreement and for a term of five (5) years after its termination the **Supporter** shall not disclose to third parties unrelated to this Agreement or use for purpose different from the **Study** any confidential information given or indicated by the **Sponsor** or the **Investigator**.
7. **Term**

10.1 This Agreement shall be in force by the signing of the Parties and will terminate at the end of the **Study**, expected on\_\_\_\_\_\_ , which may be extended by agreement between **Sponsor** and **Supporter**.

1. **Force Majeure**

11.1 Each Party shall not be considered liable for delays in the fulfilment of its own duties if this is a direct or indirect result of both Force Majeure events and independent circumstances, which are outside of the control of each of the Parties. In accordance with this clause and without being considered exhaustive, the following are deemed to be events of Force Majeure: legal bans, wars, riots, revolutions, strikes, nuclear accidents, earthquakes, storms, epidemics.

11.2 The interested Party, shall notify the other Party of any Force Majeure events within 7 (seven) days from its starting, supporting it with proper documentation released by the qualified authority. The cease of the Force Majeure event shall be communicate by the **Party** in writing within 5 (five) days.

Each **Part** may terminate the Agreement if the Force Majeure lasts more than three (3) months

1. **Treatment of personal data**

12.1 The data will be treated by both Parties for the only purpose of carrying out the activities foreseen by this Agreement, in the full respect of the provisions and laws on the matter that, for this Agreement, are meant as the legislative decree dated 30th June 2003 n. 196(“Privacy Code”) and, starting form 25th May 2018, the European regulation 2016/679 “General Data Protection Regulation 679/2016” (“GDPR”). The Parties state that the treatment of personal data of employees and collaborators, as well as third parties, collected or used for the execution of the activities foreseen by this Agreement, will be treated in compliance with what is settled by the regulation (UE) n. 2016/679, as formalized by the respective company policies related to the Privacy. Therefore, each Party commits itself to treat the personal data loyally and correctly, fur purposes strictly related to the execution of the Agreement and to safeguard their confidentiality, in compliance with the GDPR provisions, even for what concerns the security treatment.

1. **Governing Law**

13.1 This **Agreement** shall be governed by the laws of Italy. Any disputes arising out or in connection with this Agreement shall be submitted to the Rome Courts.

1. **Communications**

14.1 Every communication between the Parties related to the present Agreement shall be done in writing and shall be considered effective from the date of hand delivery, or receiving by registered letter or facsimile, sent to the address reported below or to any other address subsequently indicated in writing.

**If to Sponsor:**

- for all communications regarding this Agreement:

Avv. Filippo E. Leone

Responsabile Grant Office – Fondazione Policlinico Universitario Agostino Gemelli IRCCS

L.go F. Vito 1, 00168 Roma

Telephone No.: 06 3015.6309

E-mail: [grant.office@policlinicogemelli.it](mailto:grant.office@policlinicogemelli.it); [filippoelvino.leone@policlinicogemelli.it](mailto:filippoelvino.leone@policlinicogemelli.it)

PEC: [grantoffice.gemelli@pec.it](mailto:grantoffice.gemelli@pec.it)

- for all administrative communications (i.e. Invoices request, payments):

Dr. Luca Mastrofrancesco

Direzione Amministrazione e Finanza - Fondazione Policlinico Universitario Agostino Gemelli IRCCS - Ciclo attivo e passivo

L.go Agostino Gemelli, n. 8

00168 Rome

Telephone No.: +39 06 3015 3015.7041

E-mail: luca.mastrofrancesco@policlinicogemelli.it

**If to Investigator:**

Dr./Prof. \_\_\_\_\_

Fondazione Policlinico Universitario Agostino Gemelli

UOC of \_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No. : +39 06 3015\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**If to the Supporter:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Changes**

15.1 This Agreement may only be amended with the written consent of both Parties. Any amendments shall be contained in an addendum to this Agreement and shall take effect from the date of signature, unless otherwise agreed by the Parties.

1. **Withdrawal**

16.1 The Sponsor has the right to terminate this Agreement by a written notice of at least 30 (thirty) days. In case of withdrawal the Sponsor shall retain full ownership on Data.

1. **Final provisions**
2. 1 This Agreement is drawn up in No. 2 original copies.
3. 2 Stamp duty costs are borne by the **Supporter**, while registration fees are borne by the requesting Party.

**For and on behalf of**

**Fondazione Policlinico Universitario Agostino Gemelli** **IRCCS**

Rome, Date \_\_\_/\_\_\_/\_\_\_

Prof. Marco Elefanti

General Manager

**For and on behalf of**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_, Date \_\_\_/\_\_\_/\_\_\_

Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachments:**

- Annex 1: Protocol approved by the relevant Ethics Committee as in force on date of the signature of this Co-funding Agreement.