AGREEMENT FOR THE PERFORMANCE OF THE TRIAL

Conservative iron chelation as a disease-modifying strategy in Parkinson's disease: a multicentre, parallel-group, placebo-controlled, randomized clinical trial of deferiprone (DFP)

Reference number: 633190 - FAIR-PARK-II

INVOLVING

European Clinical Research Infrastructure Network (ECRIN-ERIC)

www.ecrin.org

Hereinafter referred to as "ECRIN"

and

Masaryk University

Hereinafter referred to as "ECRIN PARTNER"

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THIS AGREEMENT IS MADE BY AND BETWEEN (hereinafter referred to as the **"Agreement"**):

European Clinical Research Infrastructure Network (ECRIN-ERIC), registered under SIRET n°801 933 235 00021, established in 5-7 rue Watt, 75013 Paris, France, VAT num. FR91 801933235 ,represented by Prof. Dr. Jacques Demotes, Director General of ECRIN ERIC

Hereinafter referred to as "ECRIN"

AND

Masarykova univerzita, whose registered office Žerotínovo nám. 617/9, Brno 601 77, Czech ID number 00216224, VAT num.: CZ00216224

represented by:

prof. MUDr. Jiri Mayer, CSc., the dean of **Faculty of Medicine,** contact address: Kamenice 5, Brno-Bohunice, 625 00, Czech Republic

Hereinafter referred to as "ECRIN PARTNER"

Hereinafter individually or collectively referred to as the "Party" or the "Parties".

WHEREAS

A clinical trial entitled *Conservative iron chelation as a disease-modifying strategy in Parkinson's disease: a multicentre, parallel-group, placebo-controlled, randomized clinical trial of deferiprone (DFP)* (hereinafter referred to as the "Clinical trial") is to be conducted in different European countries pursuant to the protocol current version (hereinafter referred to as the "Protocol").

The Clinical trial is the core part of the FAIR-PARK II project of a European Consortium Agreement which receives funding from the European Union Horizon 2020 program under Grant Agreement no. 633190 – FAIR-PARK-II.

Le Centre Hospitalier Regional Universitaire de Lille is the sponsor (hereinafter referred to as the "Sponsor") of the Clinical trial in the European Union (EU).

The Sponsor has delegated specified tasks to ECRIN, as stated in a separate Agreement signed by the Sponsor and ECRIN on 2015/10/27, for the implementation, the coordination and the supervision of the Clinical trial.

ECRIN will perform the tasks delegated by the Sponsor in the different EU countries through its Partners as stated in the above-mentioned agreement.

Masarykova univerzita (hereinafter referred to as ECRIN PARTNER), wishes to undertake the tasks specified in the Tasks list (see appendix 1) in Czech Republic according to the Protocol attached in Appendix 3.

The purpose of this Agreement (hereinafter referred to as the "Agreement") is:

- to state the tasks (hereinafter referred to as the Tasks) to be performed by ECRIN PARTNER in Czech Republic.
- in particular, to set forth the terms and conditions governing the performance of the Tasks in Czech Republic.

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. PERFORMANCE OF CLINICAL TRIAL RELATED TASKS

The clinical trial-related tasks shall be conducted by the participating Parties:

1.1.1. in all respects in accordance with their respective roles and responsibilities as described in the present agreement and Tasks list (*see Appendix 1*)

1.1.2. in accordance with the protocol current version (*see Appendix 3*)

1.1.3. in accordance with the requirements laid down by laws and regulations applicable in the participating countries

1.1.4. Each Party has a duty to inform the other Party as soon as possible of any difficulties encountered in carrying out the Tasks assigned to it and which may compromise the objectives of the Clinical trial.

2. DUTIES

2.1. Obligations of ECRIN

2.1.1. ECRIN shall be responsible for the coordination of the Clinical Trial namely in Czech Republic

2.1.2. ECRIN shall transfer to ECRIN PARTNER the monitoring manual and all documents necessary to perform the tasks

2.1.3. For the avoidance of doubt, ECRIN has no obligation to transfer to ECRIN PARTNER any data or information other than data and information strictly needed by ECRIN PARTNER for the performance of the Tasks assigned to ECRIN PARTNER

2.2. Obligations of ECRIN PARTNER

ECRIN PARTNER shall be responsible for carrying out its Tasks as described in the Tasks list (*see Appendix 1*). In particular, ECRIN PARTNER shall:

2.2.1. in close collaboration with ECRIN be responsible for applications to National Competent authorities, Ethics Committees and any relevant Authorities, in Czech Republic.

2.2.2. be responsible for monitoring of the Clinical trial in the trial sites in the concerning country according to the Monitoring Manual provided by the Sponsor

2.2.3. be responsible for the sending of SUSARs and Safety reports to National Competent authorities, Ethics Committees and any relevant Authorities, in Czech Republic has, and shall continue to have at its own expense for the duration of this Agreement, all of the authorizations required under any applicable laws and regulations to perform the work involved in performing the Tasks at its facilities

2.2.4. is responsible for ensuring that the tasks related to the Monitoring as described in the Protocol current version and Monitoring Manual are fulfilled strictly in accordance with the terms of this Agreement, and all applicable international and national laws, regulations and guidelines, including without limitation, the Declaration of the Helsinki (latest updated version), "ICH Harmonised Tripartite Guideline, Guideline for Good Clinical Practice", the Directive on Clinical Trials (2001/20/EC) of the European Parliament and of the Council of 4 April 2001 and the EU GCP Directive 2005/28/EC.

2.2.5. for all work involving databases of personal data, electronic or otherwise, including but not limited to medical information and genetic information the ECRIN PARTNER shall fully comply with prevailing data protection provisions, in particular the EU Data Protection

Directive 95/46 CE of 25 October 1995 and any related law and regulations applicable in the participating countries.

In addition, ECRIN PARTNER represents and warrants to ECRIN that:

2.2.6. shall fulfill its obligations under this Agreement and during the term of this Agreement and will not enter into any agreement which would in any way prevent it from performing its Tasks under this Agreement.

2.2.7. has disclosed any existing relationship, which may adversely impact the execution of the Tasks.

3. PRICE AND PAYMENT TERMS

The total price for the all Tasks described in Appendix 1 Task list is 36 250 EUR excluding VAT.

The price will be invoiced quarterly (after the end of each quarter). The invoice will be issued on the basis of the Report written by ECRIN PARTNER and approved by ECRIN, which describe the amount of actually performed Tasks (in accordance with Appendix 1 Task list) and their price in accordance with Appendix 2 Budget. Notification: The price and hours assigned to SUSAR is calculated up to 30 events (SUSAR). Any further increase will be addressed separately later (if necessary the amendment of the contract will be initiated).

The taxable transaction ("date of supply") for every quarter is completed on the day when ECRIN approves the Report. The Tasks are exempt from Value added tax, based on the Commission implementing decision of 29 November 2013 on setting up the European Clinical Research Infrastructure Network (ECRIN) as a European Research Infrastructure Consortium (ECRIN-ERIC) 2013/713/EU and article 151(1)(b) of Council Directive 2006/112/EC.

Invoices will be paid within thirty (30) days of receipt.

Expected duration of the clinical trial is 30.6. 2020. In the event that the clinical trial was terminated earlier, the ECRIN PARTNER is entitled to reimbursement of the tasks, which were performed accordance with Appendix 2 Budget.

Invoices and Reports shall be sent by parties to the addresses below:

ECRIN
Attn: [redacted]
5-7 RUE WATT
75013 PARIS - FRANCE
VAT N°: FR91 801933235
E-mail: [redacted]

ECRIN PARTNER:
Masarykova univerzita
Lékařská fakulta
[redacted]
[redacted]
Kamenice 5
625 00 Brno
E-mail: [redacted]

4. CLINICAL TRIAL DATA & RESULTS

ECRIN PARTNER agrees not to make claims to possible intellectual property rights (the "IPR") from data and results obtained during the conduct of the Clinical Trial (hereinafter referred as to "Data" and "Results") and not to pursue IPR protection that would prevent or block access to or use of any data, conclusions drawn directly from those Data and Results.

5. CONFIDENTIALITY

For the purpose of this AGREEMENT, confidential information should include but not limited to any and all information related to the Clinical Trial which is disclosed by ECRIN to ECRIN PARTNER as a result of this AGREEMENT. (Hereinafter referred to as the "CONFIDENTIAL INFORMATION")

5.1. Confidentiality of Provided Information

5.1.1. ECRIN PARTNER hereby agrees that at all times during the term of this Agreement, ECRIN PARTNER with its professional staff, affiliates, independent consultants and any other cooperating partners, will hold and maintain in confidence all proprietary and CONFIDENTIAL INFORMATION related to the Clinical Trial, written or oral, provided by ECRIN.

5.1.2. ECRIN PARTNER undertakes to use such CONFIDENTIAL INFORMATION only in relation to the execution of the Tasks unless otherwise agreed with the disclosing Party.

5.1.3. ECRIN PARTNER agrees that it will not permit CONFIDENTIAL INFORMATION in its possession to be reproduced, disseminated or otherwise disclosed to any third party or used for any purpose not previously authorized in writing by ECRIN other than those contemplated by this Agreement.

5.1.4. In the event ECRIN PARTNER becomes legally compelled to disclose any confidential information, it shall immediately provide ECRIN with notice thereof prior to any disclosure, shall use its best efforts to minimize the disclosure of any CONFIDENTIAL INFORMATION, and shall cooperate with ECRIN.

5.1.5. The obligations set forth in this Article shall not apply to information for which the Party it is able to prove that:

- the Confidential Information becomes publicly available by means other than a breach of confidentiality obligations;

- the disclosing Party subsequently informs the recipient that the CONFIDENTIAL INFORMATION is no longer confidential;

-the CONFIDENTIAL INFORMATION is subsequently communicated to the recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidentiality;

- that the disclosure or communication of the CONFIDENTIAL INFORMATION is foreseen by law or by other provisions of this grant agreement or the supplementary agreement;

- that the disclosure or communication of CONFIDENTIAL INFORMATION is required by the Laws and Regulations.

5.2. Confidentiality of Results

5.2.1. ECRIN PARTNER including its professional staff, agrees not to disclose or transfer or publish or commit to any third party the data, in whole or in part, and the results of the Clinical trial which are confidential information.

5.2.2. In the event ECRIN PARTNER's independent consultants or any other cooperating partners (hereinafter "PARTNERS") shall be involved, ECRIN PARTNER will undertake that such PARTNERS are obliged to respect the commitment specified in this Agreement to the same extent.

5.2.3. In any case, all CONFIDENTIAL INFORMATION containing personal data shall be handled in accordance with all applicable laws, including, but not limited to the European Data Protection Directive EC/95/46 and the locally applicable laws and regulations on Data Protection.

5.2.4. The terms and conditions of these obligations of confidentiality and restricted use contained herein are applicable during the term of the Agreement and shall survive its date of termination, whether by expiration or by earlier termination.

6. SUBCONTRACTING

6.1.1. ECRIN PARTNER represents and warrants to ECRIN that ECRIN PARTNER shall not sub-contract part of its Tasks to a third party in the framework of this Agreement without notifying ECRIN through a written notice and having received ECRIN's written consent and, if necessary, the authorization of the Sponsor. The prior information shall be notified to ECRIN at least thirty (30) days before the date of signature of any subcontracting agreement.

6.1.2. Notwithstanding such ECRIN consent, ECRIN PARTNER shall ensure that :

- its agreement with the subcontractor(s) is made on terms that reflect the requirements of this Agreement
- the subcontractor shall not claim any intellectual property right or right of use of Data and Results pertaining to Clinical trial.

6.1.3. In any event, ECRIN PARTNER shall remain fully liable for the completion of the share of the Tasks that it entrusts to said third party subcontractor as well as for the acts and omissions of any such permitted third party.

7. LIABILITY AND INDEMNITY

7.1.1. ECRIN PARTNER is exclusively and fully liable for its assigned Tasks related to the Clinical trial and for the implementation of all technical, organizational, human, material, legal operations, and safety rules required by the performance of its tasks.

7.1.2. ECRIN PARTNER shall take out appropriate insurance cover in respect of its potential liability and shall produce to ECRIN, on request, a copy of the insurance certificate as evidence to confirm that it has such coverage. Failure to maintain adequate insurance coverage does not relieve or reduce ECRIN PARTNER liability under this Agreement.

7.1.3. ECRIN PARTNER undertakes to carry out its assigned Tasks with outmost care, observing approved and recognized scientific standards.

7.1.4. ECRIN PARTNER shall indemnify and hold ECRIN harmless from any and all claims, demands, damages, liabilities and costs incurred by ECRIN which directly or indirectly result from, or arise in connection with, any negligent act or omission of ECRIN

PARTNER, its agents, or employees, pertaining to its activities and obligations under this Agreement.

8. INSPECTION AND AUDIT

8.1.1. Should ECRIN PARTNER become aware of an upcoming inspection or audit related to the Clinical Trial, ECRIN PARTNER should inform ECRIN and Sponsor in writing within 72 hours.

8.1.2. ECRIN PARTNER hereby allows any Regulatory Authorities may inspect the facilities and all related documents being used by ECRIN PARTNER for the performance of the Tasks.

8.1.3. ECRIN PARTNER agrees that, during an audit or an inspection by a Regulatory Authority it will not disclose information and materials that are not required to be disclosed to such Regulatory Authority without the prior written consent of ECRIN

8.1.4. ECRIN PARTNER shall provide ECRIN with a copy of all correspondence related to such audit or inspection and a summary of the audit findings or the inspection report

8.1.5. If any inspection, audit or examination by a Regulatory Authority results in a finding that ECRIN PARTNER has failed to comply with the terms of this Agreement, ECRIN PARTNER promptly take such measures at its own cost and expense as are necessary to correct such default identified in any such inspection, audit or examination.

9. MODIFICATION

9.1.1. This Agreement, including the attached Annexes, constitutes the entire and only Agreement between the parties relating to the Clinical trial.

9.1.2. Any agreement to change the terms of this Agreement and its Appendices in any way shall only be valid if the change is made in writing and approved by mutual agreement of authorized representatives of all the Parties. Such amendments shall be assigned by all the Parties and annexed to this Agreement.

10. INTUITU PERSONAE

The Agreement is executed *intuitu personae*. Consequently, ECRIN PARTNER is not authorized to transfer all or part of the rights and obligations hereunder to a third party without the prior and written agreement of ECRIN and of the Sponsor.

11. TERM AND TERMINATION OF THE AGREEMENT

11.1.1. This Agreement shall enter into force as from January 15th, 2016 (effective date) and shall remain in effect until June 30, 2020. The agreement may be extended by amendment. Any and all extension shall be subject to the drafting of an amendment to be signed by an authorized representative of each Party.

11.1.2. This Agreement can, only after discussing between the Parties, be terminated by written notice in case of

- early termination of the Clinical trial

- any technical, administrative cause (e.g. Clinical trialnot authorized, suspended or prohibited by the Authorities) or methodological impossibility to pursue the Clinical trial

- termination for breach

11.1.3. In the event of a breach by any Party of any of its obligations under this Agreement, the other Party may provide written notice to the breaching Party, such notice specifying the breach and requiring that the default be remedied within thirty (30) days. If the breach has not been remedied by the breaching Party to the satisfaction of the other Parties within thirty (30) days of receipt by the breaching Party of the notice identifying the breach and requiring its remedy, the Parties may terminate automatically, totally or partially, this Agreement with respect to the Defaulting Party with immediate effect. Such termination shall become effective with respect to such Defaulting Party as of the date of the notice of termination. Fees in relation with Tasks carried out up to this termination remain payable.

11.1.4. The defaulting Party concerned by the termination undertakes to communicate to the other Party or subrogated third parties, free of charge and immediately, all the files and information required to allow them to continue the implementation of the Clinical trial.

11.1.5. Exercising this cancellation right does not exonerate the defaulting Party from fulfilling its contracted obligations until the effective date of the termination and shall not, in any case be interpreted as a waiving, by the Party or Parties requesting the termination, of damages and interest in any way whatsoever.

12. FORCE MAJEURE

For the avoidance of doubt, force majeure means any unforeseeable and exceptional event affecting performance of the Agreement, which is outside the control of the Parties, and which cannot be avoided in spite of the efforts which the Parties may reasonably make.

No Party shall be considered to be in breach of this Agreement if such breach is cause by Force Majeure. Each Party shall notify the other Party of any Force Majeure as soon as possible. If impossibility or delay in fulfillment due to a case of force majeure continues for longer than three (3) months, the latter Party may automatically terminate the Agreement at any time by written notification sent to the other Party.

13. SURVIVAL

Upon termination of expiration of the Agreement for any reason, the provisions relating to the Clinical Trial Data and results, Confidentiality, Liability, Indemnity and Litigation shall survive termination of this Agreement.

14. WAIVER

No failure, delay, relaxation or indulgence by any Party in exercising any right conferred on such Party by this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this Agreement.

15. NOTICES

All notices or other communications required or permitted to be made or given hereunder shall be deemed so made or given when hand-delivered or sent in writing by registered or certified mail,

postage prepaid and return-receipt requested, or by a recognized courier service, charges prepaid and properly addressed to the representatives of the Parties at their addresses mentioned herein:

ECRIN-ERIC	ECRIN PARTNER
European Clinical Research Infrastructure Network (ECRIN-ERIC) **BioPark, 5-7 rue Watt** **75013 Paris, France**	**Lekarska fakulta Masarykovy university** **Kamenice 5,** **625 00 Brno Bohunice, Czech Republic**

16. LITIGATION

In the event of any dispute arising between the Parties in relation to the terms of this Agreement, the parties shall use their best endeavors to resolve the matter on an amicable basis.

To initiate conciliation, a Party must give notice in writing to the other Party, requesting conciliation in accordance with this clause. Within thirty (30) days after this notification, the Parties shall try to appoint a single conciliator, but in the absence of agreement, each Party shall appoint one conciliator. The mission assigned to the Conciliator(s) by the Parties is to suggest a solution in order to resolve amicably such dispute within sixty (60) days after the notification.

In the event the Parties are unable to resolve the dispute informally within a reasonable time, any action brought by either party to this Agreement shall be heard by the appropriate court of competent jurisdiction.

17. GOVERNING LAW

This Agreement and all disputes arising hereunder will be governed by and interpreted in accordance with the laws of France without giving effect to the principles of conflict of laws. The parties hereby consent to and agree that the competent courts, where the ECRIN-ERIC has its statutory seat, shall have the sole and exclusive jurisdiction to resolve all such disputes.

18. GENERAL PROVISION

The invalidity of one or more provisions of this agreement does not affect the validity of the others. The invalid provision is to be replaced by a provision, which, in compliance with the legal prescriptions, suits the purpose best. The modification shall be made in writing and approved by mutual agreement of authorized representatives of all the Parties as specified in article 8.

19. APPENDICES

The following documents are appended to the Agreement and form an integral part hereof:

- Appendix 1: Tasks list (V 26/05/2016)
- Appendix 2: Budget (V 26/05/2016)
- Appendix 3: Protocol (Version 1.2, 10/12/2015)

20. SIGNATURE

This Agreement is executed in two counterparts, depending on the number of the parties, each of which shall be considered an original hereof but which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, have executed two (2) copies of this Agreement

1. For and on behalf of ECRIN

European Clinical Research Infrastructure Network (ECRIN-ERIC)
BioPark, 5-7 rue Watt
75013 Paris, France

LEGAL REPRESENTATIVE :
Prof. Dr. Jacques Demotes
Director General of ECRIN ERIC

DATE: 16.6.2016 SIGNATURE: [redacted]

2. For and on behalf of the ECRIN PARTNER

Masarykova univerzita
Žerotínovo nám. 617/9, 601 77 Brno, Czech Republic

LEGAL REPRESENTATIVE:
Prof. MUDr. Jiri Mayer, CSc.
The dean of Faculty of Medicine

DATE: 28 -06- 2016 SIGNATURE: [redacted]