



202 Carnegie Center / Suite 107  
Princeton NJ 08540  
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www.wcgclinical.com

# CONFIDENTIAL

## INDEMNIFICATION AGREEMENT

Name of Sponsor/Company: (“Company”)

For and in consideration of institutional review board services to be performed from time to time by the Affiliates (each an “IRB”) of the WIRB-Copernicus Group, Inc., a Delaware corporation (“WCG”), in connection with one or more protocols for which any IRB may serve as an institutional review board for Company and/or its Affiliates from time to time (each a “Study”), Company agrees to defend and indemnify IRB and its Affiliates, and their respective directors, officers, employees, agents, and contractors, including its institutional review board members (collectively the “IRB Indemnitees”), from and against any and all claims, suits, and actions brought by any third party (each a “Claim”), and shall hold each IRB Indemnitee harmless from any liabilities, losses, damages, costs, reasonable attorneys’ fees, expenses, and judgments (collectively, “Losses”) based upon any Claim that results or arises from or is caused by in any manner, directly or indirectly, or attributable to, in whole or in part from: (a) the willful misconduct of Company or any Company representative; (b) the development, design, manufacture, use, consumption, delivery, distribution, application, administration, or marketing of any drug, agent, biologic, compound, device, or other article involved in any Study (each a “Test Article”); (c) any clinical or non-clinical Study-related intervention undertaken on any Study; or (d) the payment or non-payment of any amounts to a human subject made on any Study.

However, Company will not indemnify any IRB Indemnitee for any Losses which are solely the result of the willful misconduct of any IRB Indemnitees.

IRB shall promptly notify Company in writing of any Claims with respect to which IRB intends to claim indemnification. Company shall assume and control the defense of such Claims with counsel selected by Company and reasonably acceptable to IRB. The failure of IRB to notify Company within a prompt time after the commencement of any such action will not relieve Company from any obligation hereunder unless (and then solely to the extent) Company is materially prejudiced by such failure. IRB shall reasonably cooperate with Company and Company’s defense of any applicable Claims. No compromise or settlement thereof may be effected by the Company without IRB's prior written consent, which shall not be unreasonably withheld or delayed.

UNDER NO CIRCUMSTANCES SHALL COMPANY BE ENTITLED TO RECOVER FROM IRB OR WCG ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR ANY





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OTHER CAUSE OF ACTION RELATING TO THIS AGREEMENT, EVEN IF IRB OR WCG HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF IRB, WCG, OR ANY AFFILIATE THEREOF IN CONNECTION WITH ANY STUDY (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEES ACTUALLY PAID TO IRB OR ANY AFFILIATE THEREOF FOR THE SPECIFIC SERVICES GIVING RISE TO THE CAUSE OF ACTION.

For purposes of this Agreement, "Affiliate" shall mean with respect to WCG, any direct or indirect subsidiary for whom WCG has control, and shall mean with respect to Company, any person or entity directly or indirectly controlling, controlled by, or under common control with Company, and for this purpose, "control," "controlling," and "controlled by" shall mean the ownership and control of more than fifty percent (50%) of the outstanding voting securities or interest in capital or profits of any person or entity, or the right to direct or control the management or affairs of any person or entity by contract or similar arrangement. As of the date hereof, the Affiliates of WCG are: Western Institutional Review Board, Inc.; The Copernicus Group, Inc.; New England Independent Review Board, LLC; Midlands Independent Review Board, LLC; and Aspire Independent Review Board, Inc.

IN WITNESS WHEREOF, the parties have caused this Indemnification Agreement to be executed by their duly authorized officers.

**WIRB-COPERNICUS GROUP, INC.**

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

**CLIENT:**

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

