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તારીખ : 28 SEP 2016

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અમદાવાદ નારણપુરાના સણંદી

બેનારની સહી.....

LAMBDA THERAPEUTIC RESEARCH LTD.
Plot No. 38, Near Silver Oak Club,
S. G. Highway, Gota,
Ahmedabad-380 061.

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Clinical Trial Agreement

Lambda Therapeutic Research Ltd.

Plot No. 38, Survey no. 388, Near Silver Oak Club,
S G Highway, Gota,
Ahmedabad 380061,
Gujarat, India.

(Hereinafter referred to as "LAMBDA" or "CRO")

Acting as agent for

Intas Pharmaceuticals Limited
2nd Floor, Chinubhai Centre,

Ashish

Dr. Ashish Deshmukh, Dermatologist



Ashram Road,
Ahmedabad- 380009,
Gujarat, India.
(Hereinafter referred to as the "Sponsor")

AND:

Dr Ashish Deshmukh
Professor and Head, Skin & VD Department
Mahatma Gandhi Mission's Medical College and Hospital, N-6 CIDCO, Aurangabad-
431003. MS. India.

(Hereinafter referred to as the "Investigator")

AND:

Mahatma Gandhi Mission's Medical College and Hospital,
N-6 CIDCO, Aurangabad-431003. Maharashtra. India.

(Hereinafter referred to as the "Institute")

THIS AGREEMENT shall come into effect on the date of signature of all the parties.

BETWEEN:


Lambda Therapeutic Research Ltd.

Plot No. 38, Survey no. 388, Near Silver Oak Club,
S G Highway, Gota, Ahmedabad 380061, Gujarat, India.

(Hereinafter referred to as "LAMBDA" or "CRO")

Acting as agent for

Intas Pharmaceuticals Limited
2nd Floor, Chinubhai Centre,
Ashram Road,
Ahmedabad- 380009,
Gujarat. India.
(Hereinafter referred to as the "Sponsor")


Dr. Ashish Deshmukh, Dermatologist



AND:

Dr Ashish Deshmukh

Professor and Head, Skin & VD Department

Mahatma Gandhi Mission's Medical College and Hospital, N-6 CIDCO, Aurangabad-431003. MS. India.

(Hereinafter referred to as the "Investigator")

AND:

Mahatma Gandhi Mission's Medical College and Hospital,

N-6 CIDCO, Aurangabad-431003. Maharashtra. India.

(Hereinafter referred to as the "Institute")

WHEREAS:

LAMBDA is acting as a Contract/Clinical Research Organization (CRO) under a Service Agreement on behalf of Intas Pharmaceuticals Limited.


Intas Pharmaceuticals Limited. has asked LAMBDA to handle and negotiate site Agreements on its behalf;

LAMBDA on behalf of Sponsor wishes the Investigator and Institute to participate in a clinical trial entitled **"A Randomized, Double-Blind, Placebo-Controlled, Three arm, Parallel Group, Multi-Centric, Clinical Study To Evaluate The Therapeutic Bio-Equivalence Of Two Tacrolimus 0.1% Topical Ointment Formulations In Adult Patients With Moderate To Severe Atopic Dermatitis"** ("Clinical Trial") to be conducted under the direction and supervision of the Investigator using the facilities of the Institution; and,

The Investigator and Institute is willing to participate in the Clinical Trial; and,

The Investigator is authorized to conduct the clinical trial at the Institution. The Investigator will review the Clinical Trial for patient safety, scientific validity, and utilization of hospital resources.

IN CONSIDERATION of the mutual promises and covenants herein, the parties agree as follows:


Dr. Ashish Deshmukh, Dermatologist


LAMBDA
Research Accelerated

1 Definitions

1.1 In this Agreement, the following terms shall have the following meanings:

<u>Term</u>	<u>Meaning</u>
"Compound"	Tacrolimus 0.1% Ointment (Test) Protopic® (tacrolimus) [Reference] Manufactured by: Intas Pharmaceuticals Limited Manufactured for: Intas Pharmaceuticals Limited
"CRF"	Case Report Form
"CRO"	Contract/Clinical Research Organization
"Declaration of Helsinki"	The 1996 version of the Helsinki Declaration of the World Medical Association and amendments.
"DCGI"	Drug Controller General of India.
"Ethics Committee"	The relevant properly constituted ethics committee as organized by the Hospital Authority or independent, which has reviewed or will review the application for conducting the Clinical Trial.
"ICH GCP"	ICH Harmonised Tripartite Guideline for Good Clinical Practice (CPMP/ICH/135/95) as may be amended from time to time.
"Site Investigator File"	The file maintained by the Investigator containing the documentation specified in section 8 of ICH GCP.
"Payment Agreement"	The payment agreement set out in Schedule "B".
"Protocol"	The protocol together with its amendments as agreed between the parties from time to time (Schedule "A").
"SAE"	Serious Adverse Event as defined by ICH GCP.

- “Site” The site at which the Clinical Trial is conducted.
- “Study” The study to be undertaken by the Investigator and the Institution in accordance with the Protocol, ICH-GCP and applicable regulatory requirements.

2 Investigator/Institution responsibilities

- 2.1 The Investigator in his personal capacity and as an authorized representative of the Institution and the Institution undertakes to adhere to the Protocol and general acceptable clinical practices for the conduct of the Clinical Trial.
- 2.2 The Investigator and the Institution will adhere to ICH GCP, Declaration of Helsinki, current Schedule Y of DCGI, and all applicable laws and regulations for the conduct of the Clinical Trial.
- 2.3 The Investigator and Institute is also responsible for supporting Sponsor and Lambda in resolving any technical issues encountered during the performance of the Clinical Trial and queries from national / international authorities in close coordination with Lambda in a timely manner. The provisions of this article shall remain in force for a period of 10 years even after expiry or termination of this agreement.
- 2.4 The Investigator is responsible for submitting to the Ethics Committee; the conduct of the Clinical Trial in accordance with the terms of the Protocol and for obtaining written approval from the Ethics Committee prior to the commencement of the Clinical Trial. The Investigator will deliver a copy of such approval to LAMBDA. Trial supplies to the Investigator or the Institution will not be delivered until LAMBDA has received a copy of such approval. The said approval must indicate the date of approval and contain the name and signature of the Chairperson/member secretary of the Ethics Committee.
- 2.5 The Investigator is responsible for training and supervision of sub-investigators and other site study team members on the procedures specified in the Protocol to ensure scientific, technical and ethical conduct of the Clinical Trial. In case of any personnel changes, the Investigator is responsible for notifying LAMBDA of such change in a timely manner.
- 2.6 The Investigator shall communicate all relevant aspects of the Clinical Trial to the patients intending to participate in the trial and their legally acceptable representatives and shall obtain voluntary signed written informed consent from all prospective patients

and their legally acceptable representatives prior to start of any study related procedures.

2.7 During the performance of the Clinical Trial and for a period of 15 years after expiry/termination of the agreement, the Investigator and/or Institute is responsible for, but are not limited to, the following aspects:

- a) Provision of required study documents (e.g. curriculum vitae(s), medical registration certificates and/or other relevant documents evidencing qualifications of investigator(s) and sub-investigator(s), confirmation of adequate site facilities, etc.);
- b) Progress reporting (including recruitment figures) to ethics committee and LAMBDA on a regular basis;
- c) Ensuring direct access by Lambda monitors, Lambda auditors, Sponsor representative and regulatory authority to original study documents, medical records, study materials, etc and providing appropriate working conditions for monitors, auditors and regulatory authority to perform study-related monitoring, audit and inspection respectively;
- d) To allow any regulatory audit by DCGI or any applicable regulatory authority within 15 years of submission of report and ensure compliance of any regulatory deficiency raised by such authorities in reasonable period of time; If Investigator is to submit any information to such regulatory authorities agencies, such submissions shall not be made without Lambda's prior review and written approval, and any changes (other than entry of required information) also shall be subject to such prior written approval.
- e) Safe handling, storage, transportation and disposal of infectious materials and wastes involved in the Clinical Trial;
- f) Inform the Ethics Committee of study closure.
- g) Maintenance of drug accountability records, study documents including study drug acknowledgement receipts, study supply receipts, payment receipts, EC approvals etc.;
- h) Handling and storage of compound according to protocol.


- i) Archival of study documents including source data/patient medical records in accordance with ICH-GCP for at least 15 years after completion of study.
- j) Retention of Investigational Medicinal Products at site after completion of study as per regulatory requirements.

2.8 All SAEs has to be promptly reported by the Investigator to LAMBDA and/or Sponsor, Ethics Committee, Head of institution, DCGI and Expert Committee (In case of Death). The Investigator is responsible for reporting, and shall report, all such findings in the manner and within the time limits as set out in the applicable provisions of ICH GCP and the applicable legislation. LAMBDA and/or Sponsor confirms an effective system for centralized tracking and notification to investigators and to applicable regulatory authorities of all findings that could adversely affect the safety of Clinical Trial subject, including, without limitation, all unexpected serious adverse drug reactions experienced by any subject taking part in the Clinical Trial at any site has been established. Notwithstanding anything in this Agreement to the contrary, the Investigator and the Institution shall have the right to disclose findings that could adversely affect the safety of Clinical Trial subjects to the Ethics Committees of participating sites, and appropriate regulatory authorities if they deemed necessary to protect the health of study participants, provided that Sponsor is copied on such reports.

2.9 The Investigator and the Institution shall indemnify, defend and hold harmless Lambda and the Sponsor against any and all claims arising out of or in connection with the performance of this agreement, allegedly arising from Investigator's and / or his team's negligence or reckless or intentional misconduct, breach or failure to perform its obligations and responsibilities under this agreement. Lambda undertakes to provide timely written notice after such claim is served upon Lambda / Sponsor. The Investigator shall have the right to defend the same at his own expenses including selection of counsel, control of the proceedings and settlement of the claim. Lambda shall fully cooperate and aid in such defense. In the event that a claim or suit is or may be asserted, Lambda shall have the right to select and to obtain representation by separate counsel, at its own expense. Investigator may not settle or compromise a claim or suit without the express prior written approval of Lambda.

2.10 The Investigator is responsible for supporting LAMBDA in development of the Clinical Trial Report.

3 CRO responsibilities


Dr. Ashish Deshmukh, Dermatologist



- 3.1 LAMBDA will adhere to and confirms the Sponsor will adhere to ICH GCP, the Declaration of Helsinki, requirements of DCGI and all applicable guidelines, laws and regulations for the conduct of the Clinical Trial.
- 3.2 LAMBDA confirms that the Sponsor has committed to provide Lambda with the Compound and with guidelines and descriptions for the safe and proper handling regarding the use, storage and disposal of the Compound. Lambda will be responsible for shipment of drug supplies and investigational products to the PI or Site. The Compound is the property of Sponsor and is being provided only for the purposes of the performance of the Clinical Trial by the PI or by individuals working under his direct supervision at the Institution. The Compound shall not be used for any other research or study activities other than outlined in this Agreement.
- 3.3 LAMBDA and/or Sponsor is responsible for obtaining and maintaining all applicable government or regulatory approvals for the Clinical Trial in India, and warrants that these will be obtained before the Clinical Trial begins at the Institution. Development and improvement of the Protocol is the responsibility of LAMBDA and Sponsor.
- 3.4 LAMBDA on behalf of the Sponsor will provide the study-specific documents, e.g. Investigator Site File, Electronic Case Report Form, etc. to the Investigator before commencement of the Clinical Trial.
- 3.5 LAMBDA on behalf of the Sponsor will provide the Investigator with documentation, which describes the Compound being tested in the Clinical Trial and its known effects and safety information (e.g. Prescribing Information / Summary of Product Characteristics, an Investigator Brochure equivalent document). LAMBDA on behalf of Sponsor will, to the best of its knowledge; answer any questions the Investigator or the Institution may have regarding the Protocol or the Compound being tested, whether such questions are asked before the commencement of the Clinical Trial or during its conduct. Sponsor is responsible for reporting of relevant new information regarding the investigational Compound.
- 3.6 LAMBDA will transfer on behalf of Sponsor the financial support to the Institution or Investigator according to the budget agreed by Sponsor, Investigator and the Institution as set out in Schedule B subject to the terms of this Agreement.

4 Performance standards of the work to be conducted by the Investigator

- 4.1 The Investigator and/or the Institution shall use all reasonable endeavors to enroll at least **7 to 9 patient** within **1 months**; minimum expected recruitment rate from the site is **07 patients per month** on an average. The parties may agree in writing to extend the time for recruitment of eligible patients if so desired. Recruitment period will be of **6**


months; however recruitment will be competitive among participating sites hence the site may have recruitment period even less or more than specified.

“Eligible Patients” is defined as those who fulfill inclusion and exclusion criteria specified in the Protocol which is verifiable from source documents.

- 4.2 In the event that the study is part of a multi-center trial, Sponsor may amend the number of Eligible Patients to be recruited as follows:
- a) if in the reasonable opinion of LAMBDA or Sponsor recruitment of Eligible Patients is proceeding at a rate below that required for the relevant timelines to be met, LAMBDA may by notice to the Investigator or the Institution require recruitment at the Site to cease and the terms of this Agreement shall relate to the number of patients that have been accepted for entry into the Study at the date of such notice; or
 - b) If recruitment of Eligible Patients is proceeding at a rate above that required meeting the relevant timelines, LAMBDA may, with the agreement of the Investigator or the Institution increase the number of cases to be recruited.
- 4.3 The Investigator or the Institution shall use all reasonable endeavors to comply with the time frames as agreed with LAMBDA.
- 4.4 The Investigator shall enter the data into the eCRF within 3 working days after completion of each visit.
- 4.5 The Investigator shall participate in teleconference and meeting as required by LAMBDA or Sponsor to update the Compound information and to resolve issues, if any.
- 4.6 The Investigator shall strictly adhere to the SAE reporting timelines in accordance with requirement of ICH GCP, current Schedule Y and standard operating procedure (“SOP”) of LAMBDA, whichever is tightest.

5 Payment terms

LAMBDA confirms the Sponsor agrees to support the Clinical Trial as outlined in the Protocol and as described in and in accordance with the provisions of this Agreement and the Payment Agreement as set out in Schedule B. Lambda will have oversight on patient reimbursement records maintain at the site.


Dr. Ashish Deshmukh, Dermatologist



6 Period of validity of the Agreement

- 6.1 This Agreement shall be effective as of the date executed by all the parties and shall continue in full force and effect until the site is closed, Clinical Trial and Clinical Trial Report are completed unless otherwise extended, renewed, or amended by mutual written consent or unless terminated earlier in accordance with Section 14 of this Agreement. In any event, the terms of this Agreement shall not be longer than fifteen (15) years from the date of commencement.
- 6.2 However following matters shall survive even after expiry/termination of the agreement:
- Archival of study documents including source data as referred to in para 2.7 and 14.3
 - Reasonable access by monitors, auditors and regulatory authority to original study documents and source data and providing appropriate working conditions for monitors, auditors and regulatory authority to perform study-related monitoring, audit and inspection;
 - Confidentiality as per para 11

7 Data ownership / Intellectual property rights

- 7.1 LAMBDA, the Institution and the Investigator undertake to be bound by applicable laws and regulations on the protection of personal data.
- 7.2 The Investigator undertakes to transfer data to Sponsor, LAMBDA, Ethics Committee, and the regulatory authority. In the event of an audit/inspection, LAMBDA, the Sponsor, Ethics Committee, and regulatory authority may obtain information that includes patient identification.
- 7.3 All data and results derived from the Study and any inventions or discoveries made as a result of the Clinical Trial will be the property of Sponsor. Disclosure to LAMBDA, Ethics Committee, or regulatory authority does not transfer the ownership thereof.
- 7.4 All intellectual property rights owned by, or licensed to, the Investigator / Institute prior to and after the date of this Agreement, other than intellectual property rights arising from the Clinical Trial is and shall remain the property of the Investigator / Institution.

- 7.5 All intellectual property rights owned by, or licensed to, Sponsor prior to and after the date of this Agreement, other than intellectual property rights arising from the Clinical Trial is and shall remain the property of Sponsor.
- 7.6 All intellectual property rights in the data and results derived from the Clinical Trial shall be the property of Sponsor and shall be assigned to Sponsor.
- 7.7 The Investigator/Institute is obliged to report any inventions or discoveries promptly to Sponsor and/or LAMBDA.
- 7.8 Investigator and Institute agree that Sponsor may utilize the data at its own discretion in compliance with the applicable data protection rules, including but not be limited to, submission to government regulatory authorities.
- 7.9 The Investigator and the Institution shall assist Sponsor in making any patent applications and shall execute, complete, deliver and perform any and all instruments necessary to make all such applications.
- 7.10 It would be the primary responsibility of the institution to maintain custody of study records and all other applicable study items in purview of the study protocol and this agreement, irrespective of the PI presence in the institution. Institution will allow regulatory authorities, sponsor and CRO to perform inspections of study data. In case the PI has to leave the institution, the PI should handover charge of the study to any other designee in form of document and forward all future communications received to institute pertaining to trial. PI is responsible to update CRO and / or sponsor for this change and all applicable communications, henceforth. Designee will execute all PI responsibilities, henceforth. In case of change in institution management, the institute will inform CRO and / or sponsor.

8 Publication

- 8.1 Study results are Sponsor's property and as a result of this, no publication can be performed without the written approval by the sponsor.

9 Indemnity / Liability

- 9.1 In no event, shall LAMBDA, Sponsor, Investigator or Institution/Site be liable for any indirect, incidental, special, or consequential damages or lost profits arising under or as a result of this agreement (or the termination hereof).

- 9.2 In the event of a material error by Investigator/Institute in the performance of the Services, which renders the Services invalid, Investigator/Institute shall repeat the Services at no additional expense to LAMBDA, if Lambda requests or Investigator/Institute should reimburse the payment already made by Lambda. Lambda has the right to terminate the services of Investigator due to any breach of this agreement.
- 9.3 Sponsor will indemnify the Investigator and/or Institution from any claims due to acts of omission or wrong by Sponsor.
- 9.4 Sponsor will indemnify liability arising from design or manufacture of the Compound, sale and use of the Compound following the Clinical Trial and injury to study subject directly attributable to Compound, which is jointly identified by a medical monitor/Sponsor's medical expert and the Investigator.
- 9.5 The Investigator and/or the Institution will indemnify LAMBDA and Sponsor from any claims due to acts of negligence, omission or wrong by the Investigator or Institution.
- 9.6 The Investigator and/or the Institution are responsible and liable for conduct of the Clinical Trial at the Institution according to the Protocol and the Agreement.
- 9.7 Each party will notify other parties of any claim related to the Clinical Trial.
- 9.8 Sponsor will cover medical expenses for the treatment of any SAE as identified by the Investigator, which arise from using the Compound and study procedures in accordance with the Protocol, to the extent not covered by any other insurance by patient and provided the patient did nothing to cause or contribute to the injury.

10 Compensation / Insurance

- 10.1 Sponsor/LAMBDA shall maintain appropriate insurance coverage for the Study subjects against financial losses caused by personal injury, which are study and/or Compound related.

11 Confidentiality

- 11.1 For a period of 10 (ten) years from the effective date of this Agreement, Recipient shall not disclose the Discloser's Confidential Information to any third party. Recipient shall use the Confidential Information solely for purpose of the terms of the agreement, unless otherwise mutually agreed in writing. Upon request, Recipient shall return or destroy, at the Discloser's option, all Confidential Information, including any copies and

- extracts thereof, will immediately cease using such Confidential Information and shall deliver to the disclosing party all such Confidential Information including all copies, reproduction, facsimiles and any other tangible records of such information.
- 11.2 Notwithstanding the performance, or the discharge for whatever reason including breach of this Agreement, the provisions of this article shall remain in force for a period of 10 years from the date of execution of this Agreement but shall, thereafter, cease to apply provided that the expiry of such period shall not entitle Investigator or Institution to sell or otherwise dispose of, or otherwise turn to use for its own or another's advantage, any confidential information received during the conduct of projects covered by this Agreement.
- 11.3 The Investigator may only to the extent is, as far as necessary for the performance of its obligations under this Agreement, but not further or otherwise, disclose confidential information to study staff or to any relevant committee, that need to know the same to undertake and/or participate in this study. Investigator shall ensure that all persons shall be made aware of the relevant terms and conditions of this Agreement and shall agree to be bound by them.
- 11.4 The Investigator/institution shall not disclose or use any confidential information, which is provided by Sponsor or LAMBDA or generated by Investigator as a result of the Study, for any purpose other than the conduct of the Clinical Trial as outlined in the Protocol and this Agreement.
- 11.5 Confidential information shall remain the confidential and proprietary property of Sponsor, and shall only be disclosed to those who have a need to know the same. Where it is necessary to disclose any confidential information to any third party for the performance of this Agreement, a confidentiality agreement with the same terms and conditions as this Agreement shall be entered into with such third party.
- 11.6 Each party will keep an updated list of all individuals who have received the other parties' confidential information, together with their contact information and job title, and will provide the list if it is legally requested. All confidential information must be identified as confidential at the time of disclosure, preferably provided in writing. If the disclosure is verbally, visually, or otherwise (e.g. an X-ray, a visit to a site or lab), then the information must be summarized in writing within thirty (30) days after the disclosure and provided to the receiving party.
- 11.7 Confidential information shall not include any information which:

- a) Is already in the public domain at the time of disclosure
- b) Becomes part of the public domain after receipt of the information through no fault of the Institution or the Investigator
- c) Was previously known to the Institution or the Investigator as evidenced by written documents
- d) Is disclosed to the Institution/Investigator by a third party who has the right to disclose and who is not under a direct or indirect obligation of confidentiality to Sponsor.
- e) Has been permitted to be disclosed by Sponsor.

11.8 All Confidential Information disclosed to a party under this Agreement will remain the property of the disclosing party (or the Sponsor, if such information was disclosed through LAMBDA) and may be re-called and withdrawn by the disclosing party at any time. Upon receipt of a written request from the disclosing party for return or destroy of such Confidential Information, the receiving party will immediately cease using such Confidential Information and shall deliver to the disclosing party all such Confidential Information including all copies, reproduction, facsimiles and any other tangible records of such information.

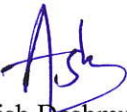
11.9 Any previous Confidentiality Agreement between Sponsor and/or LAMBDA and the Investigator or the Institution shall be superseded by the confidentiality obligations in this Agreement.

12 Privacy

12.1 Sponsor, LAMBDA, the Investigator and the Institution will adhere to applicable privacy laws, regulations, and other standards.

12.2 The Investigator and Institute/Institution consents to LAMBDA and Sponsor and its affiliates collecting and/or otherwise processing personal data provided by or relating to the Investigator for purposes of any necessary sharing with regulatory authorities and for any use by Sponsor and its affiliates and their agents.

12.3 The Investigator and Institute consents to Sponsor or LAMBDA transferring such personal data to Sponsor's facilities, Sponsor's affiliated companies, regulatory authorities, and third party vendors that may be utilized in other countries. For such


Dr. Ashish Deshmukh, Dermatologist



purposes, the Investigator and Institute acknowledge that such other countries may not provide the same level of data protection as the laws in India.

- 12.4 The Investigator and Institution will inform each study subject of the potential for disclosure of their personal or health information to Sponsor, Sponsor's affiliated companies, LAMBDA, the Ethics Committee, and the regulatory authorities and the measures being taken to ensure their privacy.

13 Independent Contractor

- 13.1 Investigator is an independent contractor engaged by LAMBDA to perform the Services in accordance with the provisions of this Agreement, and the relationship hereby created is specifically governed by, limited to, and subject to all of the terms and conditions contained in this Agreement. The parties further agree that LAMBDA does not have the authority to hire or fire employees of the Investigator / Institution, nor does LAMBDA determine the rate or method of pay of such employees. Additionally, nothing contained in this Agreement shall entitle Investigator/Institute to the right or authority to make any representation on behalf of LAMBDA or the Sponsor, bind LAMBDA or Sponsor to others in any manner, or use LAMBDA's / Sponsor's name or trademarks in any public disclosure, without LAMBDA's / Sponsor's prior written permission.

14 Termination

LAMBDA on behalf of Sponsor retains the right to terminate this Agreement on Institution or Investigator's involvement in the Study for any reason with or without cause including but not limited to the following;

1. Investigator or Institution fails to recruit patients within **60** days of site initiation visit.
2. The incidence and/or severity of adverse drug reactions in this or other studies with the Compound indicate a potential health hazard.
3. Adherence to the Protocol is poor or data recording is inaccurate or seriously incomplete.
4. LAMBDA, the Principal Investigator and/or the Institution agree to terminate this Agreement.

5. The total number of patients required to be randomised is reached before the end of the recruitment period.
6. The Sponsor of the Study mandates the termination of the Study for any reason, with or without cause.
7. The appropriate Regulatory Agency mandates the termination of the Study.

In case of termination of the agreement without any default on the part of Investigator or Institution, except in the event of non-recruitment of patients by the Institution or Principal Investigator, LAMBDA shall reimburse the Institution or Principal Investigator on a pro rata basis of the number of visits completed by patients. Should the Institution or the Principal Investigator have already received payments in excess of the actual pro rated amounts due then that overpayment will be promptly remitted to LAMBDA by the Institution or Principal Investigator. Payments should be payable to LAMBDA.

15 Record retention

- 15.1 The Investigator and/or the Institution shall provide Sponsor through LAMBDA any and all records and data in relation to the Clinical Trial in time and in full according to requirements of ICH GCP, Schedule Y and the Declaration of Helsinki, and all applicable guideline, laws and regulations.
- 15.2 The Investigator and/or the Institution, LAMBDA/CRO and Sponsor shall comply with all regulatory requirements relating to the retention of records and shall maintain all such records, and make them available for inspection, and shall allow Sponsor and all applicable authorities in charge of the Clinical Trial to inspect such records. The Investigator and /or the Institution shall inform Sponsor in the event of relocation or transfer of archiving responsibilities.
- 15.3 The Site Investigator File containing the essential documents, case report forms, informed consent forms and any other source data/document (like patient medical records) must be archived for at least 15 (Fifteen) years following completion of the study at the Site or such other facilities as agreed between Sponsor and the Investigator. Sponsor shall also keep all clinical trial data and documents according to the relevant regulatory requirements.
- 15.4 In the event that the Institution and/or the Investigator is or are unable to maintain the Clinical Trial records due to any unforeseen event/s during the study or retention period,

the Institution and/or the Investigator shall, no later than **30** days prior to the day when the Clinical Trial records were planned to be removed, notify Sponsor in writing of such occurrence to permit Sponsor to fulfill its record retention obligation in connection with the Clinical Trial.

- 15.5 In the event that Sponsor removes the Clinical Trial records, Institution and/or Investigator may nevertheless retain a copy of Clinical Trial records (1) as required by law, regulation, regulatory guidelines or ICH GCP and (2) in order to ascertain and fulfill their obligations of confidentiality under this Agreement.
- 15.6 In the event that the Investigator/Institute is to destroy the Site Investigator File or source data, the Investigator/Institute should inform LAMBDA prior to destruction to confirm it is acceptable for them to be destroyed.

16 Representation and Warranty

- 16.1 The Investigator and Institution represent and warrant that they have and will keep throughout the Clinical Trial study all such qualifications, approvals, permits, licenses and conditions as necessary for performance of the Clinical Trial hereunder as required by laws and regulations of India.

17 Laws and Jurisdiction

- 17.1 This Agreement shall be governed by and interpreted in accordance with the laws of India in Ahmedabad.

18 Notice

- 18.1 All notices shall be delivered to the following addresses:

CRO

Address: Lambda Therapeutic Research Ltd
Plot No. 38, Survey no: 388, Near Silver Oak Club,
S G Highway, Gota
Ahmedabad 380061, Gujarat, India.

Telephone: +91 79 4020 2020

Fax: +91 79 4020 2021

Contact person: **Dr. Kiran Marthak**

Investigator : Dr. Ashish Deshmukh

Telephone: 0240-6601100
Fax: 0240-2487727

Institution

**Address: Mahatma Gandhi Mission's Medical College & Hospital
N-6 CIDCO, Aurangabad-431003. Maharashtra. India**
Telephone: 0240-6601100
Fax: 0240-2487727
Contact person: Dr Rajesh Kadam

- 18.2 Either party should inform the other party of any change of the said addresses in writing within forty-eight (48) hours of the change.
- 18.3 Any notice shall be deemed to be given: a) If sent by courier - on the day when the recipient signs for the notice; b) If sent by registered letter - at 9:00 am on the five (5) working day of dispatch; or c) If sent by telefacsimile - at 9:00 am on the second day of delivery.
- 18.4 Any notice one party delivered to other parties, which concerns important issues such as claims or amendments under this Agreement should be signed by the legal representative or the authorized representative of the delivering party.

19 Miscellaneous

- 19.1 Any unsettled issues of this Agreement shall be negotiated and agreed upon in separate supplementary agreement signed by all parties. The supplementary agreement and Schedules of this Agreement which form an integral part of this Agreement and have the same legal effect as this Agreement.
- 19.2 No party shall assign to any third party its rights and obligations hereunder without the prior written consent of the other parties except when Sponsor takes over some of the activities from Lambda. The Investigator and the Institution acknowledge that Lambda is acting as the agent of the Sponsor and hence in such case Sponsor will get into the shoes of Lambda for all rights and obligations contemplated under this agreement as between Lambda on one side and Investigator and the Institution on the other side.

- 19.3 This Agreement shall constitute the entire agreement among the parties and shall supersede all previous negotiations, discussions, understandings or agreements among the parties.
- 19.4 No amendment or modification to this Agreement shall be effective unless made in writing and signed by all the parties or their duly authorized representatives.
- 19.5 All infrastructures provided by Lambda on behalf of sponsor for the conduct of this clinical trial to the Institute/Investigator will be retrieved from the Institute/Investigator upon completion of the trial.

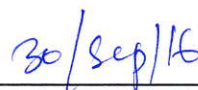
IN WITNESS hereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives and the Agreement shall come into effect on the date of signature of all the parties.

LAMBDA:

Sign: _____



Date: _____

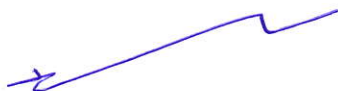
**Mr. Naresh Khemani**

AGM, Finance,

Lambda Therapeutic Research Ltd

Witness:

Sign: _____



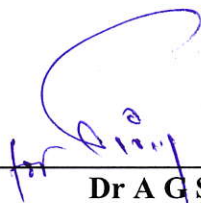
Date: _____

**Witness Name : Mr. Dharmesh Domadia**

Witness Address : Lambda Therapeutic Research Ltd.,
Plot No. 38, Near Silver Oak Club,
S. G. Highway, Gota,
Ahmedabad 380061, Gujarat

Institute:

Sign: _____




Date: _____



Name: _____

Dr A G Shroff

Designation: _____

Dean
Dr. Ashish Deshmukh, Dermatologist

Address: Mahatma Gandhi Mission's Medical College & Hospital
N-6 CIDCO, Aurangabad-431003. Maharashtra. India

Witness:

Sign: _____

Date: 15/10/16.

Witness Name: Dr Pravin Suryawanshi

Designation: Deputy Dean

Department: Surgery Department

Institute Name: Mahatma Gandhi Mission's Medical College & Hospital
N-6 CIDCO, Aurangabad-431003. Maharashtra. India

Investigator: Dr. Ashish Deshmukh

ACKNOWLEDGMENT: In signing below, I, the Investigator, acknowledge that there is no real or perceived conflict-of-interest in the execution of this clinical trial project (e.g. stock or equity in companies which manufacture products being tested in the clinical trial, or obligations or restrictions which will conflict with the performance of this Agreement). I hereby agree to act in accordance with all the terms and conditions of this Agreement and further agree to ensure that all participants in the clinical trial are informed of their obligations under such terms and conditions.

Principal Investigator:

Sign: _____

Date: 5/10/2016

Name: Dr. Ashish Deshmukh

Designation: Principal Investigator

Address: Professor and Head, Skin & VD department
Mahatma Gandhi Mission's Medical College and Hospital,
N-6 CIDCO, Aurangabad-431003. MS. India.

Witness:

Sign: _____

Date: 15/10/2016

Dr. Ashish Deshmukh, Dermatologist



Witness Name : Dr Rajesh Kadam

Witness Address: **Mahatma Gandhi Mission's Medical College and Hospital,
N-6 CIDCO, Aurangabad-431003. MS. India**

Schedule A

Study Protocol

Protocol No: 175-14

“A Randomized, Double-Blind, Placebo-Controlled, Three arm, Parallel Group, Multi-Centric, Clinical Study To Evaluate The Therapeutic Bio-Equivalence Of Two Tacrolimus 0.1% Topical Ointment Formulations In Adult Patients With Moderate To Severe Atopic Dermatitis”


Dr. Ashish Deshmukh, Dermatologist





Dr. Ashish Deshmukh, Dermatologist



Schedule B**Budget and Payment Agreement:****(I) Budget**

INVESTIGATOR GRANT BREAKUP							
Items	Visit 01	Visit 02	Visit 03	Visit 04	Visit 05	Visit 06	Total
Investigator Grant	5000	2500	3000	2500	2500	1500	17000
Co-ordinator Grant	1500	500	1000	1000	1000	500	5500
ECG (12 Lead)	500				500		1000
Administrative Charges	200	200	200	200	200	200	1200
Institute Overhead (30 %)	1950	900	1200	1050	1050	600	6750
PK Sample Charges			500				500
Patient Compensation	500	500	1000	500	500		3000
Total Grant	9650	4600	6900	5250	5750	2800	34950
Unscheduled Visit : 1500/UV							

* Screen failure payment will be paid for 20% patient of total screened patients

The above budget also includes the

- Investigator (s), other team members fees
- The cost which would be incurred for stationary, cupboard, courier, telephone, fax, internet and electricity bills etc.
- Patient recruitment
- e-Case Report Form completion
- Data Clarification Form Resolution
- Consultation charges
- Archival Charges

(II) Payment Schedule

The parties hereto agree as follow on the basis of the Clinical Trial Agreement:

- LAMBDA will pay a sum for every complete and evaluable patient as defined in the payment schedule.

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Dr. Ashish Deshmukh, Dermatologist



LAMBDA
Research Accelerated

- b) A complete and evaluable patient is defined as follows:
- all procedures must be performed according to the protocol
 - a patient will only be included according to the inclusion/exclusion criteria
 - all data are documented completely and accurately
- c) All payments will be on a *pro rata* basis as mentioned in budget above. For patients who do not complete (early termination, drop-out, etc), the budget will be evaluated according to the number of days completed as per protocol. If any investigation is not performed during a visit then an equivalent amount mentioned in the above budget will be deducted.
- d) Invoice will be generated/requested for payment on monthly basis according to the actual work performed (after source data verification and e-CRF review for completed visits). Invoice will be generated / requested according to days completed by patient as specified above.
- e) Central Laboratory costs will be paid by Lambda on behalf of Sponsor.
- f) If patient was randomized in the study deviating from protocol inclusion and exclusion criteria (without waiver, if applicable) then payment will not be made for such wrong randomization and subsequent visits, however screening visit can be paid, if performed according to protocol.
- g) **Patient conveyance/compensation** will be paid by LAMBDA on behalf of the Sponsor, and is included in budget as mentioned. "TDS would not be deducted on Reimbursement only if original supporting are provided for full amount." **Service tax applicable as per union budget rules.**
- h) The investigator grant includes payment of meals provided to patient and patient's relative (if applicable) during the study.
- i) Payment mentioned under "Final Payment" will be released at the time of site close out. LAMBDA will release payment within 30 days from the receipt of invoice.

Should the trial terminate prematurely, any payments made by LAMBDA exceeding the amount actually earned will be promptly refunded to LAMBDA (minus Ethics Committee fees, and patient conveyance/compensation).

Method of payment


Dr. Ashish Deshmukh, Dermatologist



LAMBDA, on behalf of the Sponsor, shall pay the relevant cost and fee as set out in this Payment Agreement to following payee through A/c Payee Cheque as agreed by the Institution & Details of Payee are:

Payee : MGM Medical College, Aurangabad
Payee Address : N-6 CIDCO, Aurangabad
PAN / TAN Number : AAATM4256E

Note: All the payments made to the payee are subject to Tax Deducted at Source (TDS) as per the applicable existing tax laws in the country. LAMBDA will deduct the tax at the time of making payments unless a valid Certificate from tax authority is made available.

(III) Per Patient Fee, Payment Schedule and Terms

1. As consideration for performance under the terms of this Agreement, the Sponsor will provide financial support for the Trial that will be transferred by the LAMBDA on behalf of the Sponsor to the Investigator / Institute at the rate specified above per patient grant, for each Subject completing all Protocol specified treatments.

The "Per patient grant" is a fixed fee per patient which includes all costs and honoraria, including, but not limited to:

- all study related activities such as conduct of visits and eCRF completion
- time and effort of investigators and other site staff
- study coordinator salary
- electricity expenses for use of equipment for study conduct
- procurement of any study related material
- all diagnostic tests and other investigations (like Hb level measurement etc)
- housing/hospital stay (if applicable) and meals during housing for patient and patient's relative
- Phlebotomy expenses for safety samples
- usage of internet while filling of eCRF
- Patient conveyance/compensation which will be on a pro rata basis
- miscellaneous (telephone, fax, courier, etc)
- All overhead costs.

Not included are (which are separate and in addition to per patient payment):

- EC submission fee
2. In the event that the LAMBDA requests that additional Subjects be enrolled in the Trial, the Trial Cost will be equal to the Per patient grant multiplied by the number of complete and evaluable Subjects.

3. All payments to be made by the LAMBDA under this Agreement will be done within 30 days following receipt of the corresponding invoice from the Investigator to LAMBDA, it being understood that such payment will only take place after the CRO (LAMBDA) has received the necessary funds for that purpose from the Sponsor. All such payments will be Any made by A/C Payee Cheques to the Institution/Investigator.
4. Payment mentioned under "safety follow up" will be released at the time of site close out. The Final Payment will be made by LAMBDA in accordance with the following paragraphs.
5. As regards tasks that are not specifically itemized in this Agreement, payments will not be made without prior written approval of the LAMBDA. These additional tasks will be submitted to LAMBDA in writing, with estimated completion dates and costs, if any. Any expenses not specified in this Agreement or any changes to the amounts mentioned in this agreement, will be communicated to LAMBDA and are subject to prior written approval by LAMBDA, which, in its turn, must obtain prior written approval from Sponsor.
6. In the event that a randomized Subject is determined to be ineligible for the Trial, LAMBDA will decide, together with the Sponsor, if required, whether or not to pay to the Institution/Investigator the Per Subject Fee for such Trial Subjects. In the event that a Trial Subject withdraws voluntarily or is withdrawn from the Trial (a) by LAMBDA or (b) by the Investigator for any reason other than the Trial Subject failing to meet eligibility requirements for the Trial, then LAMBDA will pay the Institution/Investigator a prorated amount of the per patient grant through the date of such withdrawal. Further, if, at the completion of the Trial, LAMBDA has advanced sums under the terms of this Agreement that exceed the adjusted Trial Cost, the Investigator/Institute will reimburse to LAMBDA any amount by which amounts advanced by the CRO exceed the adjusted Trial Cost.
7. The CRO may withhold all or part of any amounts in the event of:
 - (1) failure of the Investigator/Institute to complete the services according to the Protocol;
 - (2) failure to provide LAMBDA with requested documentation;
 - (3) Failure of the Investigator/Institute to comply with the terms of this Agreement.
8. Sponsor reserve right to verify study related payment records (e.g. invoices , patient reimbursement receipts) at SITE or at LAMBDA as applicable ; as a compliance measure .
9. All screen failure patients payments will be made post LPLV.
10. For any disputed payments from the invoices, site will communicate through proper channel of LAMBDA.


Dr. Ashish Deshmukh, Dermatologist

