



CLINICAL INQUEST CENTER LTD

<http://www.cic-america.com>

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") made and entered into this ____ day of _____ 2010 between Clinical Inquest Center Ltd with an office at _____ (Site Management Organization, also known as SMO) and between _____ with its principal offices located at _____ (site).

In consideration of the mutual promises contained herein, the parties agree as follows:

- I. During the term of the Agreement, SITE agrees to provide to SMO professional services, which SMO authorizes from time to time by the placement of Work Orders as described in this Agreement. No obligation for services or costs shall be incurred by either party until a Work Order or other written authorization has been executed in accordance with this Agreement.
- II. The daily activities of SITE employees, including investigators (physicians) assigned to work with the SMO in fulfillment of a Work Order shall be directed and controlled by the SMO. (For the purposes of this Agreement "SITE employee" shall hereinafter be defined as any individual assigned by SITE to perform services under a Work Order.) The SMO will be the sole judge of the performance and capability of each SITE employee and may, at any time upon sufficient cause, request the immediate removal of one (1) or more of SITE employees from the SMO's project under a specific Work Order. The SMO may request the immediate removal of a SITE employee if, in SMO's sole judgment, the SITE employee has committed a dishonest or other wrongful or disruptive act with regard to his assignment under a Work Order.

SITE and SMO acknowledge and agree that the SITE employee assigned to the SMO under a Work Order is not an employee of the SMO. As such, any statutory deduction and remittances with respect to the services provided hereunder, including, but not limited to, obligations arising under the U.S. Internal Revenue Code, are NOT the responsibility of the SMO.

SITE and SMO acknowledge and agree that the work performed by the SITE personnel is purely on project to project basis at the direction and under the control of the SMO and SITE does not at any time take ownership of the project/work performed by SITE Personnel under the Work Order.

SITE agrees to provide services to SMO and SMO agrees to accept said services and pay SITE for the same as follows:

A. PERSONNEL AND RATES

SITE will provide to SMO the various categories of personnel specified at the rates on the Work Order(s).

B. COMPENSATION

SMO agrees to pay SITE for any tasks completed, like physicals, patient examination etc. (as defined in Section II. K.) by the SITE personnel under a Work Order, providing such work was requested by the SMO. SMO shall not be obligated to compensate SITE for any tasks Worked by any SITE employee at his or her own option without SMO's approval.



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C. WORK ORDERS

1. Each Work Order shall be issued prior to the assignment of a SITE employee and will contain :
 - Description of the services to be performed.
 - Name of the Site Personnel assigned to work for SMO.
 - Duration of the Work Order.
 - Anticipated charges of the Investigator and the site.
2. Charges payable by SMO to SITE under each Work Order may be subjected to the approval of the Research Champion (usually a pharmaceutical company/CRO).
3. All Work Orders shall be subject to the terms and conditions set forth in this Agreement. In the event any provisions contained in a Work Order conflict with any terms, conditions or clauses in this Agreement, the provisions of this Agreement shall govern.

D. TERMS OF AGREEMENT

This Agreement will commence on the day first above written and shall remain in force and effect until terminated as provided for in Section IV herein below. During the entire term of this agreement site will provide office space, IT support staff, allowing SMO to post study related material via paper and/or electronic media in their facility, lab area, communication means like phone, fax, internet, email etc. Site will further allow SMO to review patient medical records (study specific) to enhance patient enrollment. Site will also provide dedicated space for any monitoring visits from the CRO/research champion.

E. CONFIDENTIALITY

Confidential information and materials shall mean all information and materials disclosed to SITE, including its employees assigned to the SMO under a Work Order, which relates to the SMO's past, present and future research, development and business activities, and the results from SITE's or its employees' work under this Agreement, except such information as is previously known to SITE or is publicly disclosed either prior or subsequent to the SMO's disclosures of such information to SITE. SITE shall hold all such information in trust and confidence for the SMO and shall not disclose such information and materials or any part thereof to any third party without the prior written consent of SMO.

F. SOLICITATION

SITE agrees not to hire or solicit the employment of any employee of the SMO during the term of this Agreement and for a period of two (2) years after the termination of such Agreement. The site may hire an employee of SMO with a written approval from SMO and will have to pay a referral fee in the amount of One hundred thousand dollars within 30 days of hiring any employee of Clinical Inquest Center Ltd. Any legal costs to recover this fee will be borne by the site in addition to the one hundred thousand dollar referral fee. The additional cost will include attorney fee, collection agency fee and any other reasonable cost incurred to recover the fee and charges. Any payments not received within 30 days of the due date will also carry an interest of 10% on uncollected fee and charges. The interest will be deducted before calculation of the amounts paid and uncollected balances.



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G. INVOICES AND PAYMENTS

SITE shall prepare and submit invoices to SMO monthly for all services, fees, expense amounts and reimbursements to which it is entitled to receive from SMO under the applicable Work Order. SMO will pay to SITE the invoiced amounts within thirty (30) days after receipt of such invoices and the funds from the research champion.

H. INVENTIONS, PATENTS, TECHNOLOGY

Any programs or products produced for the SMO is the sole property of the SMO or the research champions.

I. NOTICES

SITE employees assigned to the SMO will be deemed to be available till the end date specified on the applicable Work Order. If for any reason, SITE employee is not available till the end date, the SITE must provide a two-month notice. If SMO requests the removal of a SITE employee with or without cause, no notice will be given to the SITE.

K. DEFINITION

“Tasks Completed” shall be defined as tasks contracted to SITE personnel at the SMO’s office or elsewhere, at the SMO’s direction, providing the services contemplated under the applicable Work Order and successfully completed by the SITE employee.

III. SUBCONTRACTING

SITE will not under any circumstances subcontract this agreement to any third party organization (i.e. the SITE personnel assigned to the SMO that are not SITE’s employees).

IV. TERMINATION OF AGREEMENT

A. This Agreement may be terminated by either party by written notice for whatever reasons. This termination shall be deemed effective sixty days from the date the written notice is received. Upon termination, the SITE shall be paid for services rendered under any work order up to the date of termination. Apart from this, barring any violations of any other part of this agreement, the parties shall have no liability towards each other

V. INSURANCE

SITE will obtain for itself and its personnel before providing services, at its own expense comprehensive General Liability (GL) Insurance coverage and Workers’ compensation Insurance to protect the SITE and SMO from any claims for damages and/or personal injury, including death, which may arise from the services provided under this Agreement.

VI. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained herein, the liability of the SMO arising here from under contracts, tort or equity shall not exceed the sum of the fees actually paid to SITE by SMO under any Work Order from which the liability arose. SMO shall not, in any event be liable for any special, indirect or consequential damage, including but not limited to loss of profits.



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VII. GENERAL

- A. This Agreement shall be construed in accordance with the laws of the State of Ohio.
- B. Each paragraph and provision is severable from the Agreement, and if one or more provisions or parts are declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

 For: Clinical Inquest Center Ltd
 EIN:
 Authorized Officer: Rakesh Arora
 Title: Director
 Date:

 For:
 EIN:
 Authorized Officer:
 Title:
 Date:

 Witness Signature
 Name:
 Date:



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SAMPLE WORK ORDER

This Work Order is subsidiary to the Professional Services Agreement signed between:

Clinical Inquest Center Ltd

And

_____.

Name of Site Employee (Physician / Principal Investigator / Sub Investigator) assigned to perform professional services: Dr. _____

Description of Services:

Dr. _____ will assist with the various facets of research efforts and/or investigation efforts, which includes (but not limited to) the following tasks: Physical, Patient Examination, Travel for Research Meetings and Conferences, Completing all necessary research documentation and any other tasks as required by the protocol of the research study etc.

Duration:

The duration of the assignment will be for a period of ____ months from _____ to _____

Charges: \$ 60 per patient (Sixty US Dollars per physician + patient visit), paid directly to the Investigator

\$ 40 per patient (forty Dollars per physician + patient visit), paid directly to the site

These charges will not apply without physician and patient personal interaction.

For Clinical Inquest Center Ltd
EIN:
Authorized Officer: Rakesh Arora
Title: Director
Date:

For
EIN:
Authorized Officer:
Title:
Date: