



CONTRACTOR AGREEMENT

An agreement made this __ day of _____, **2010** between Clinical Inquest Center Ltd (hereinafter as, CIC) and _____ residing at _____, having a home phone number (____) ____-____; Cell Phone number (____) ____-____ ; and email address _____ (Contractor), wherein the parties agree as follows:

1. **SCOPE** The terms of this Agreement apply in a situation where Contractor agrees to provide clinical research coordinator or research assistant services or other specialized services as an independent contractor directly to CIC or the third party user (“client”) who has requested CIC [Clinical Inquest Center Ltd] to execute the clinical research study project. CIC agrees to examine Contractor’s background for providing services for further evaluation and possible retention of Contractor’s services.

Under the guidance and supervision of the Principal investigator and Director of Clinical Research, the duties of the Clinical Research Coordinator will include the following:

- Assisting in training other site personnel and other medical staff in understanding and implementing the protocol.
- Recruiting and pre- screening the potential study subjects according to the protocol’s inclusion and exclusion criteria.
- Ensuring that the signed and dated informed consent form for each subject, with the appropriate subject identification, is filed in the medical record.
- Scheduling study subjects’ visits and defining the study visit activities completely and accurately by providing appropriate documentation in the case history.
- Maintain adequate and accurate case report form (CRF) for each study subject that record all observations and data obtained during the study.
- Maintaining adequate source documentation (any document, or record where subject’s data are first recorded). All data noted in the CRF should be verifiable by supporting source documentation [21 CFR 312.62(b)]
- Complete the CRFs for the study accurately and completely as determined by the investigator.
- Assigning study subject numbers and maintaining accurate and complete records of the receipt, dispensing and return of all clinical supplies-noting all discrepancies.
- Maintaining records of subjects’ status in the study by using tools such as enrollment log forms
- Aiding in communicating with the sponsor representative to discuss the conduct of the study and review study data in association with or as directed by the Investigator
- Following all CIC policies associated with the handling of the investigational products and providing clinical care to the research participants (subjects).
- Preparation for site visits from the FDA and other regulatory agencies by collecting and organizing all clinical sources of subject data pertinent to the clinical trial.
- Miscellaneous Activities may include marketing, pre -screening, media, and electronic assistance.



- Maintain daily drug logs, temp. logs, mail sorting, weekly study faxes, inventory etc.
- Attending Investigator meetings (if needed) including weekends with no compensation of time.
- Updating the Director of Clinical research on weekly basis (Productivity log).
- Attend all training sessions offered at CIC including weekends (Software etc).
- Assisting PI during physical exam (if needed), doing lab work including blood draw, packing and shipping, EKG, vital administration.
- Will assist PI/Sub I in doing research related procedures (If needed).
- Will coordinate with other offices if needed as per protocol. The location of tasks will be mutually agreed upon and dictated by the work order.
- Helping and training other coordinators at CIC's satellite offices or sites as ongoing basis (will be given a set schedule if things become more regular and busy).
- Help in getting more projects by registering the site in investigator data base of the various pharmaceuticals and CRO's (assisting Director of Clinical research).

2. TERM OF AGREEMENT Nothing in this Agreement obligates Contractor to accept any offer to provide services. However, all terms and conditions of the Agreement shall remain in force during any and all periods for which Contractor's services are provided to CIC or the client and for any other periods before and/or thereafter as stated herein. In addition, paragraphs 4, 5, 8, 14 and 15 shall apply even if Contractor rejects an offer to provide services on a client project, in which case CIC shall have no further obligation to Contractor.

Prior to the commencement of any services, CIC and Contractor will execute a Work Order, which shall be considered part of this Agreement and binding upon both parties. Contractor's services under this Agreement will terminate at the end of the minimum time requirement covered by the Work Order and any renewals or extensions thereof ("end date"), or upon notice if for any reason the CIC or the client no longer desires the services of Contractor. Contractor may not voluntarily terminate its services under this Agreement before the end date unless, as stated in writing by the client /CIC or the project has been completed or the services are no longer required, however the termination will be dictated by clause 14 of the contract.

3. ASSIGNMENT OF CONTRACT Contractor is to provide services himself, for whom he or she is responsible, and may not assign its rights under this Agreement or any Work Order. In case of assignment or subcontract, Contractor shall compensate CIC for any lost or reduced fees received by CIC as a result thereof.

4. FEES FOR USE OF CIC CLIENTS AND CONTRACTORS During the term of this Agreement and any renewals thereof, and for two years after the expiration of the initial and renewal periods, Contractor agrees that it will pay a fee in the amount of One hundred thousand US dollars to CIC if (a) Contractor within a restricted area provides or attempts to provide (or advises others of the opportunity to provide), directly or indirectly, any services to any client or physician practice to which Contractor has been introduced or about which Contractor has received information through CIC or through any client or physician practice for which Contractor has performed services or to which Contractor was introduced under this Agreement; or (ii) retains or attempts to retain, directly or indirectly, for itself or for another party, the services of another one of the CIC'S Contractor or



employees to which Contractor has been introduced or has received information about through CIC or through any client or physician practice for which Contractor has performed services of to which Contractor was introduced under this Agreement; and (b) such services are provided or such other Contractor or employee is retained in any capacity whatsoever, including as a Contractor or employee. The "restricted area" referred to above is the area within a 100 mile radius of any client locations where Contractor provided or was offered an opportunity to provide services or any CIC office through which Contractor was retained. For the purposes of the above, the term "client" includes any affiliates, customers and clients of the client AND the term physician practice includes all practicing locations of the physician. This provision may be waived only on a case-by-case basis in writing by an executive officer of CIC, in its sole discretion, prior to Contractor taking action for which the waiver is sought.

The parties agree that the finder's fee shall be paid immediately upon commencement of the services. Any legal costs to recover this fee will be borne by the contractor in addition to the one hundred thousand dollar 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 the calculation of the amounts paid and uncollected balances.

5. REPRESENTATION Contractor acknowledges that information provided by it (including, but not limited to, resumes, patient interviews, medical history, references etc.) in consideration for providing services to or on behalf of the client/CIC is true to the best of Contractor's knowledge and that it is not restricted by any employment or other Contractor agreement from providing services and any attached Purchase Order. Contractor understands that any misstatements or lack of Contractor of the qualifications constitutes a breach of this Agreement and may be grounds for immediate termination of Contractor's services by the client/CIC.

6. PAYMENT FOR SERVICES Payment for services will be made in the corporate or business or individual (on 1099) name of Contractor on the periodic basis set forth in the Work Order that is based upon remittance of funds to CIC from the client covered by that Work Order. Payment to contractor will be in accordance with the terms in the Work Order and up to the amount authorized in that Purchase Order for the client project. CIC or anyone else will provide no other compensation in any form, including benefits. For billing and payment purposes, Contractor shall maintain records of the hours that services have been performed, have a CIC or client representative verify those hours by signing the records, and submit to CIC those records for the amount due to Contractor for the hours worked and verified. Contractor will also invoice CIC only for the hours covered by such records.

Contractor is entitled to compensation per its invoice only upon CIC receipt of funds from the client for that project, and with no CIC liability otherwise, because Contractor agrees that the client controls the payment of consulting fees to CIC. At the request of and as a convenience to Contractor, CIC may deliver funds to it prior to receiving funds from the client. In that event, if CIC does not receive funds from the client that covers all hours set forth in Contractor's invoice to CIC for which such delivery of funds was made, then Contractor must pay CIC an amount equal to any funds delivered by CIC to Contractor based upon hours set forth in that invoice for which that client has not made payments to CIC. Such repayments shall be due immediately upon written demand mailed to Contractor. However these payment terms will apply only in cases when the contractor services are offered to a third party, as a sub contractor to them, where in CIC will be the broker for the subcontract.

7. TRAVEL, LIVING AND OTHER COSTS No travel, living, entertainment or other costs of Contractors will be paid by CIC. Whether the client for whom Contractor is performing services will pay any such costs is a matter Between Contractor and the client and should be included in Contractor's invoice only if authorized by the client in accordance with industry practice to reimburse Contractor for such costs. CIC will provide no training, tools, equipment or other materials to Contractor. Contractor's invoiced hours will include no time spent in formal training and Contractor represents that it is not being provided such formal training by the CIC, the client or anyone on behalf of CIC or client.



8. CONFIDENTIALLY Contractor agrees that it will not disclose to any third party, without the prior written consent of an executive officer of CIC any information relating to the business of CIC, the client, the customers and clients of the client, or other CIC Contractors or employees or physician practices, if such information could reasonably be construed as confidential and was obtained in the course of Contractor's providing services on client's project, interviewing with CIC or client, or contracting with CIC. Contractor further agrees it will reproduce in anyway, divulge, or remove from the premises of CIC, any client, or the customers or that and clients of any client or any physician practice, at any time during the interview, or during or after providing services, any tangible or intangible Property whatsoever (except personnel effects) which could reasonably be construed as constituting confidential information of CIC, the client, or the customers or clients of the client or physician practices.

9. CONDUCT, INDEPENDENT STATUS, AND BENEFITS. Contractor shall provide competent, professional services in the required disciplines, using its own appropriate independent skill and judgment, and the manner and means that appear best suitable to it to perform the work. CIC and/or the client shall make evaluation of Contractor's performance, if any.

Contractor is (select correct option):

- (a) A valid corporation existing under laws of the State of _____ doing business with the corporate name or business name _____ and certifies its federal employer identification number (EIN) is _____
(b) A valid unincorporated business under the laws of the State of _____ doing business with the business name ("dba") of _____ and with federal tax identification number(s) _____ (if business has an EIN and SSN, give both numbers).
(c) An Individual working on 1099 tax terms with a social security number _____.
(d) An individual working on W2 tax terms with a social security number _____.

Contractor warrants that it maintains a set of books and records, which reflect items of income and expenses of its trade or business. The parties to this agreement agree that the relationship created by this Agreement is that of CIC-independent contractor. Contractor agrees that he or she is not an employee(s) of CIC or the client or the physician practice and is not entitled to (and also hereby waive) any benefits provided or rights guaranteed by CIC or the client or the physician practice, or by operation of law, to their respective employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacations, sick leave or other leave, retirements plans, health plans, premium "overtime" pay, and the like. It is understood and agreed that since the Contractor is an independent contractor, CIC will make no deductions from fees paid to Contractor for any federal or state taxes or FICA, and CIC and the client have no obligation to provide Worker's Compensation coverage for Contractor or to make any premium "overtime" payments at any rate other than the normal rate agreed to or the terms mentioned in the Purchase Order. It shall be the Contractor's responsibility to obtain Worker's Compensation and, if applicable, pay any premium, for himself or herself while on the project covered by this Agreement and to make required FICA, FUTA, income tax withholding or other payments, (and to provide CIC with suitable evidence of the same whenever requested). In the event of any claims brought or threatened by any party against CIC or the client or physician relating to the status, acts or omissions of Contractor, Contractor agrees to cooperate in all reasonable respects, including to support the assertions of employment status made in this Agreement.

10. LIABILITY Because of the independent status of Contractor, it is solely and completely accountable for the services it provides to CIC, physician practices or the client, and neither the client nor its customers and clients, nor CIC, nor any physician practice shall have any liability whatsoever to any party for such services provided by Contractor or its personnel. CIC will not indemnify Contractor for any liability incurred by Contractor, its agents or employees. Contractor hereby releases CIC from any liability relating to representations about the task requirements or to the conditions under which Contractor will be working. Contractor also agrees to release CIC



from any liability for statements made by CIC, without malice, to third parties who inquire about Contractor's performance.

11. OWNERSHIP OF INTELLECTUAL PROPERTY, ETC. Unless Contractor and the client or CIC or physician practice reach a written agreement to the contrary, in which case Contractor agrees to provide a copy to CIC for its files, Contractor agrees for itself and its personnel that pursuant to the client's requirement (a) all documents, deliverables, software, patient data including history exams, charts etc, disks, tapes and any other material (collectively, "materials") created in whole or in part by Contractor in the course of or related to providing services to the client and/or CIC shall be treated as if it were "work for hire" for the client, and (b) Contractor will immediately disclose to the client and/or CIC all discoveries, inventions, enhancements, improvements and similar creations (collectively, "creations") made, in whole or in part, by Contractor in the course of or related to providing services to the client and/or CIC.

All ownership and control of the above materials and creations, including any copyright, patent rights and all other intellectual property rights therein, shall vest exclusively with the client, the Contractor hereby assigns CIC all right, title and interest that Contractor may have in such materials and creations to the client, without any additional compensation and free of all liens and encumbrances of any type. Contractor affirms that the fee it has negotiated for the services performed under this Agreement includes payment for assigning such rights to the client. Contractor agrees to execute any documents required by the client to register its rights and to implement the provisions herein.

12. INSURANCE Contractor will obtain for itself and its personnel before providing services, at its own expense, comprehensive General Liability (GL) insurance coverage for projects covered by this Agreement, for limits of liability not less that \$1000,000 and (if available under state law) worker's compensation coverage with limits of not less that \$100,000.00 and will name CIC as an Additional Insured and provide a copy of the binder, the policy or a certificate of insurance to CIC upon request.

13. INDEMNIFICATION Contractor shall indemnify and hold harmless CIC, physician practices and client, and their offices, directors, agents, owners, and employees, for any claims brought or liabilities imposed against CIC or physician practices or client by Contractor's employees or by any other party (including private parties, governmental bodies and courts), including claims related to worker's compensation, wage and hours laws, employment taxes, and benefits, and whether relating to Contractor's status as an independent contractor, the status of its personnel, or any other matters involving the acts or omissions of Contractor and its personnel. Indemnification shall be for any and all loss, including costs and attorneys' fees.

14. BREACH & TERMINATION: Any breach of any provision of this Agreement by Contractor or its personnel entitles CIC to recover from Contractor damages and injunctive relief. Contractor agrees that because monetary damages are likely to be inadequate, CIC shall be entitled to temporary injunctive relief (by proving to a court a likelihood of breach by Contractor) and to permanent injunctive relief (by proving to a court such breach). If CIC is successful in recovering damages of obtaining injunctive relief, Contractor agrees to be responsible for paying all of CIC'S expenses in seeking such relief, including all costs of bringing suit and all reasonable attorneys' fees.

Contractor or CIC may terminate this contract without any cause by giving a three week notice. The contractor may not be on vacation or unavailable during this three week period. Contractor agrees for a smooth transition and handover of his or her services to Director of Clinical research. However CIC would appreciate if the contractor does not terminate this contract during an ongoing study.

15. MISCELLANEOUS. This Agreement and any Work Order (s) represent the entire agreement and understanding of the parties and any modification thereof shall not be effective unless contained in writing signed by both parties. No other document, including any agreement between the CIC and the client and the physician practices, shall be deemed to modify any terms of this Agreement unless expressly stated in writing to do so and signed by both CIC and Contractor.



CLINICAL INQUEST CENTER LTD

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

Contractor agrees that all of its personnel working on client projects covered by this Agreement shall sign an "Employee Consent" form in the form of Exhibit X, agreeing to the terms of paragraphs 4, 8, 9 and 11 of this Agreement. The Employee Consent form will be delivered to CIC before such personnel begin work under any Purchase Order.

Each provision of the Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, it shall not affect any other provision of the Agreement which can be given effect without the conflicting provision or clause. To the extent that there may be any conflict between the terms of this Agreement and of the Work Order, this Agreement shall take precedence. Contractor represents that Contractor has read and understands the terms of this Agreement, has had an opportunity to ask any questions and to seek the assistance of legal counsel regarding these terms, and is not relying upon any advice from CIC in this regard.

This Agreement shall be governed by the laws of the State of Ohio, Except for its choice of law principles, regardless of where Contractor's work is performed, and any litigation shall be brought in the state or federal courts of the State of Ohio. All legal disputes will be settled in the courts of Greene County, Ohio. Contractor agrees to bear any legal charges that the CIC may incur to resolve any disputes. Contractor agrees to the exercise of personnel jurisdiction over it by such courts to the full extent permitted by law.

For CLINICAL INQUEST CENTER LTD.

By: _____
Rakesh Arora, Director

Date: _____

By: _____
Contractor Name:

Date: _____

Please note that the contractor must submit along with this signed agreement:

- a) Copy of Driver's License
- b) Copy of SSN card/Proof of EIN
- c) Copy of US passport/Green card/Work Authorization/H1B Visa