



CLINICAL INQUEST CENTER LTD

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

PI / SI CONTRACT AGREEMENT

An agreement made this __ day of _____, 2010 between Clinical Inquest Center Ltd (referred to as CIC or Site Management Office or SMO hereafter) and Dr. _____ located at _____, having a home phone number (____) ____-____; Cell Phone number (____) ____-____; and email address _____ (Principal Investigator / Sub Investigator, referred to as Investigator hereafter), shall be governed by the laws of state of Ohio.

1. **SCOPE** The terms of this Agreement apply in a situation where Investigator agrees to provide physician services as an independent Investigator directly to the SMO and/or research champion (“client”) who has requested SMO [Clinical Inquest Center Ltd] to execute a study or a research project.

2. **TERM OF AGREEMENT** Nothing in this Agreement obligates Investigator 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 Investigator’s services are provided to the client and for any other periods before and/or thereafter as stated herein.

Prior to the commencement of any services, SMO and Investigator will execute a Work Order, which shall be considered part of this Agreement and binding upon both parties. Investigator’s services under this Agreement will terminate at the end of the project, or upon notice if for any reason the SMO or the client no longer desires the services of Investigator. Investigator may not voluntarily terminate its services under this Agreement before the end of the study or research project.

Responsibilities of the Investigator:-

- * Provides patients for clinical study to SMO, by allowing CIC to review patient history and charts (study specific only) and access to electronic medical records etc.
- * Duties as assigned by the client, in accordance to their policies rules and regulations
- * Include conducting physical exams, tests, complete documentation
- * Attend conferences and any meetings as required by the client
- * To be duly licensed to practice medicine in the state of Ohio
- * Maintain all necessary narcotics and controlled substance permit number and licenses
- * Maintain medical records, charts reports in a timely manner as desired by the client
- * Inform CIC about any license revocation/cancellation or litigation with in 24 hours
- * Investigator shall at its expense maintain medical office space needed for research staff/sponsors/monitors.
- * Coordinate patient scheduling with CIC

Responsibilities of CIC:-

- * Acquire Clinical studies
- * Management of the study
- * Provide qualified research coordinators
- * Provide regulatory staff
- * Provide administrative staff
- * Provide management staff
- * File regulatory paper work, administer the clinical study
- * Oversee the medical practice of Investigator that allow cost effective operations of research studies



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- * Only CIC shall be entitled to bill and collect for Investigators professional services
- * CIC may market the professional services of the Investigators via any media

3. **ASSIGNMENT OF CONTRACT** Investigator is to provide services himself/herself or through its personnel named in the Work Order, for whom he or she is responsible, and may not assign its rights under this Agreement or any Work Order.

4. **FEES FOR USE OF SMO EMPLOYEES** Investigator agrees not to hire or solicit the employment of any employee or temporary contractor of the SMO directly or indirectly during the term of this Agreement and for a period of two (2) years after the termination of such Agreement. The investigator may hire an employee of Clinical Inquest Center Ltd with a written approval from Clinical Inquest Center Ltd 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 investigator 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 the calculation of the amounts paid and uncollected balances.

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

6. **PAYMENT FOR SERVICES** All fees or other income attributable to the professional services rendered by the Investigator under this agreement shall be the income of CIC. Investigator agrees that only CIC shall be entitled to bill and receive any fees, charges or other compensation for professional services rendered to the patients pursuant to this agreement. Investigator and their staff shall endorse to CIC any checks, drafts, warrants or other instruments of payment, and take any other action reasonably requested and necessary to allow CIC to receive payments for professional services rendered pursuant to this agreement.

Payment for services will be made in the corporate or business or individual (on 1099) name of Investigator on the periodic basis set forth in the work Order that is based upon remittance of funds to SMO from the client covered by that Work Order. Payment to Investigator 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. SMO or anyone else will provide no other compensation in any form, including benefits. For billing and payment purposes, Investigator shall maintain records of the tasks that have been performed, have SMO or client representative verify those, and submit to SMO those records for the amount due to Investigator. Investigator will also invoice SMO only for the tasks completed as per the work order.

7. **TRAVEL, LIVING AND OTHER COSTS** No travel, living, entertainment or other costs of Investigators will be paid by SMO. However SMO may pay and/or facilitate to organize any travel that may arise as a part of the study through travel agencies suggested by the client/SMO. Investigator will have to travel for any Investigator



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meeting / Conference. The expenses for the travel, boarding and lodging will be taken by SMO and / or the client.

8. **CONFIDENTIALLY** Investigator agrees that neither it nor its personnel will disclose to any third party, without the prior written consent of an executive officer of SMO any information relating to the business of SMO, the client, the customers and clients of the client, or other SMO Investigators or employees, if such information

could reasonably be construed as confidential and was obtained in the course of Investigator's providing services on client's project, interviewing with SMO or client, or contracting with SMO. Investigator further agrees neither it nor its personnel will reproduce in anyway, divulge, or remove from the premises of SMO, any client, or the customers and clients of any client, 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 SMO, the client, or the customers or clients of the client.

9. **CONDUCT, INDEPENDENT STATUS, AND BENEFITS.** Investigator 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, and SMO will have every right to and may interfere. The SMO and client monitors shall make evaluation of Investigator's performance, if any. SMO shall have every right or responsibility hereunder to and shall review such performances, require progress reports, set the order or sequence for performing of services, or set Investigator's hours or location of work.

Investigator 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 _____.

Investigator 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 SMO-independent Investigator. Investigator agrees and has advised its personnel that Investigator and its personnel are not employee(s) of SMO or the client and are not entitled to (and also hereby waive) any benefits provided or rights guaranteed by SMO or the client, 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 Investigator is an independent Investigator, SMO will make no deductions from fees paid to Investigator for any federal or state taxes or FICA, and SMO and the client have no obligation to provide Worker's Compensation coverage for Investigator or to make any premium "overtime" payments at any rate other than the normal rate agreed to in the Purchase Order. It shall be the Investigator's responsibility to provide Worker's Compensation and, if applicable, pay any premium "overtime" rate, for its employees who work on the project covered by this Agreement and to make required FICA, FUTA, income tax withholding or other payments related to such employees, (and to provide SMO with suitable evidence of the same whenever requested). In the event of any claims brought or threatened by any party against SMO or the client relating to the status, acts or omissions of Investigator or its personnel, Investigator agrees to cooperate in all reasonable respects, including to support the assertions of employment status made in this Agreement.



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10. LIABILITY Because of the independent status of Investigator, it is solely and completely accountable for the services it provides to the client, and neither the client nor its customers and clients, nor SMO, shall have any liability whatsoever to any party for such services provided by Investigator or its personnel. SMO will not indemnify Investigator for any liability incurred by Investigator, its agents or employees. Investigator understands that SMO will act in good faith to describe the task requirements set forth by the client, but that because Investigator has the opportunity to discuss directly with the client these task requirements prior to acceptance of the project offered by the client, and because SMO has no right to control any aspect of the project on which Investigator will be working, Investigator hereby releases SMO from any liability relating to representations about

the task requirements or to the conditions under which Investigator will be working. Investigator also agrees to release SMO from any liability for statements made by SMO, without malice, to third parties who inquire about Investigator's performance.

11. OWNERSHIP OF INTELLECTUAL PROPERTY, ETC. Unless Investigator and the client reach a written agreement to the contrary, in which case Investigator agrees to provide a copy to SMO for its files, Investigator agrees for itself and its personnel that pursuant to the client's requirement (a) all documents, deliverables, test results (collectively, "materials") created in whole or in part by Investigator in the course of or related to providing services to the client shall be treated as if it were "work for hire" for the client, and (b) Investigator will immediately disclose to the client all discoveries, inventions, enhancements, improvements and similar creations (collectively, "creations") made, in whole or in part, by Investigator in the course of or related to providing services to the client.

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 Investigator hereby assigns to the client all right, title and interest that Investigator may have in such materials and creations to the client, without any additional compensation and free of all liens and encumbrances of any type. Investigator affirms that the fee it has negotiated for the services performed under this Agreement includes payment for assigning such rights to the client. Investigator agrees to execute any documents required by the client to register its rights and to implement the provisions herein.

12. INSURANCE Investigator 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 \$ 2000,000 per occurrence and \$ 5000,000 in aggregate and (if available under state law) worker's compensation coverage with limits of not less that \$100,000.00 and will name SMO as an Additional Insured and provide a copy of the binder, the policy or a certificate of insurance to SMO upon request. The investigator will maintain for itself and its personnel malpractice (professional liability) insurance in the amount of \$ 3000,000 per occurrence and \$ 5000,000 aggregate. Investigator shall include clinical trials in their policy as additional coverage for their entire staff.

13. INDEMNIFICATION Investigator shall indemnify and hold harmless SMO and client, and their offices, directors, agents, owners, and employees, for any claims brought or liabilities imposed against SMO or client by Investigator'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 Investigator's status as an independent Investigator, the status of its personnel, or any other matters involving the acts or omissions of Investigator and its personnel. Indemnification shall be for any and all



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loss, including costs and attorneys' fees.

14. **TERM:** This Agreement shall be effective for a period of Two (2) years, from the date of signing this agreement. The term of this agreement shall renew automatically for additional two year terms unless either party gives the other party written notice of intent not to renew not less than ninety (90) days prior to the then current expiration date

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

Notwithstanding Section 14, this Agreement may be terminated by the parties as follows:

(A) Early Termination. At any time during the term of this Agreement, this Agreement may be terminated by any of the following:

(1) With Cause. CIC may, in its discretion, terminate this Agreement upon written notice to the investigator, effective immediately, without prior notice, for cause. For the purpose of this Agreement, the term "cause" shall mean:

- a. Failure of Investigator to meet the qualifications set forth in this agreement;
- b. Substance abuse by Investigator;
- c. The commission of a felony, fraud, gross negligence, or **ANY** act of moral turpitude by Investigator;
- d. A pattern of conduct detrimental to the best interests of the SMO;

(2) For Breach. In the event that either party materially fails to perform its duties as required under this Agreement, the non-breaching party may give written notice to the breaching party of such material failure to perform the demanded performance. If the breaching party fails to cure such material non-performance within thirty (30) days of such written notice, the non-breaching party may terminate this Agreement without waiver of any rights that such party may have against the breaching party for failure to perform.

(B) Without Cause. During the term of this Agreement either party may terminate this Agreement upon sixty (60) days written notice to the other party provided that in the event of termination, CIC may require Investigator to complete the pending clinical studies undertaken under this Agreement. In that case, Investigator shall complete the pending clinical studies as per requirements of this Agreement.

(C) Termination Due to Death or Disability. This Agreement shall be terminated, effective immediately, upon the death or permanent disability of Investigator. For the purpose of this Agreement, the term "permanent disability" shall mean the inability of Investigator, for any physical, mental, or emotional reason, to fully perform the duties under this Agreement which continues for a period of 90 days period.



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(D) Termination by Mutual Agreement. This Agreement shall be terminated at any time upon mutual agreement of both parties.

(E) Effect of Termination. In the event of termination of this Agreement pursuant to any section, all rights, duties, and obligations of both parties under this agreement shall cease to be effective on the date of termination. Termination of this agreement shall not affect any liabilities or obligations of either party to the other which were accrued prior to the date of termination.

CIC shall have the right to deduct any amounts owed by Investigator to CIC, if any, pursuant to this section, or otherwise, from any compensation or money owed by CIC to the Investigator.

(F) Cooperation Upon Termination: Upon termination, Investigator shall cooperate in the transfer of PI and Sub-I responsibility to another physician designated by CIC. Such cooperation shall include, without limitation, completing all medical records related to professional services provided hereunder, providing all information necessary to obtain payment from Sponsors, completing medical records and regulatory requirements relating to clinical studies performed, in part or completed under this Agreement. The obligations described in this section shall survive termination of this Agreement.

16. **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 SMO and the client, shall be deemed to modify any terms of this Agreement unless expressly stated in writing to do so and signed by both SMO and Investigator.

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. Investigator represents that Investigator 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 advise from SMO 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 Investigator'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. Investigator agrees to bear any legal charges that the SMO may incur to resolve any disputes. Investigator 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: _____



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By: _____
(Investigator Name)

Date: _____

Witness:

Sign _____
Name _____

Date: _____

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

- a) Copy of MD/DO License
- b) DEA Number
- c) Electronic copy of Resume
- d) Signed and dated paper copy of resume
- e) Completed, signed and dated Enrollment form