

IRC has agreed to provide Institutional Review Board (IRB) services for an institution conducting multiple studies that are either federally or privately funded. IRC is requesting an indemnification.

1. Institution understands and acknowledges that in reviewing and approving investigation(s), neither IRC nor the individual members of IRC's IRB are assuring safety or freedom from injury for human subjects who participate in the Study. The institution and its investigator are responsible for conduct of the activity.
2. Accordingly, Institution agrees to hold harmless and indemnify IRC and its IRB members against any claim, loss, liability, expense, cause of action or judgment by verdict, settlement or otherwise, including attorneys' fees, arising out of or related to the Study(ies). This includes but is not limited to any Claim by reason of any injury to or death of, any human subject who participates in the Study, whether based on alleged negligence of Institution, its investigators or any other person, strict liability, products liability or any other legal theory of liability. This indemnification shall not extend to any such matter which is based on the gross negligence or knowing misconduct of IRC or its IRB. Institution shall maintain insurance sufficient to cover this agreement.
3. NOTICE: IRC shall promptly notify Institution in writing upon obtaining actual knowledge of any claim as to which such indemnity may be sought. Institution shall assume the defense of each indemnified claim or litigation resulting therefrom.

The failure of IRC to give the required notice shall not relieve Institution of its indemnification obligations except to the extent such failure resulted in actual detriment to Institution.

- 5 SELECTION OF COUNSEL: Counsel selected by Institution shall be approved by the IRC whose approval may not be withheld unreasonably. If IRC rejects Counsel selected by Institution it must notify Institution in writing within ten days of notice by Institution, in which case Institution's indemnification obligation shall cease. Absent timely rejection by IRC, Counsel selected by Institution shall be deemed accepted.
- 6 CONTROL: The parties agree that Institution shall, at all times, have the right to control the conduct of any defense or settlement of any claim for which indemnity is sought hereunder subject to the provisions in the next paragraph.
- 7 SETTLEMENT: IRC and the IRB members hereunder shall not enter into any settlement to any claim for which indemnification will be or has been sought hereunder without the prior written consent of Institution. IRC and the indemnified parties shall have ten calendar days from notification by Institution to reject in writing any proposed settlement, such rejection shall cause Institution's indemnification obligation to cease.

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- 8  This agreement applies to multiple investigators
  9.  This agreement applies to multiple studies from this Institution.
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**INSTITUTION** Name & Title \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

