

CLINICAL TRIAL AGREEMENT

VANCOUVER COASTAL HEALTH AUTHORITY

- and -

THE UNIVERSITY OF BRITISH COLUMBIA

- and -

Dr. ANTHONY FUNG

- and -

MONTREAL HEART INSTITUTE

Clinical Trial Description: *Colchicine Cardiovascular Outcomes Trial (COLCOT)*

This Clinical Trial Agreement is entered into on **October 22nd, 2015** (the "**Effective Date**") between :

Vancouver Coastal Health Authority, a regional health authority established under the *Health Authorities Act* (British Columbia) with its research administrative offices located at Vancouver Coastal Health Research Institute, #3665-910 West 10th Avenue, Vancouver, British Columbia, V5Z 1M9 ("Health Authority")

- and -

The University of British Columbia, a corporation continued under the *University Act* (British Columbia) with its research administrative offices located at the University Industry Liaison Office, #103-6190 Agronomy Road, Vancouver, British Columbia V6T 1Z3 (the "University")

(Health Authority and University hereinafter known as the "**Institution**")

- and -

Dr. Anthony Fung, a researcher having privileges at the Institution with an office at 2775 Laurel Street, 9th Floor, Vancouver, British Columbia V5Z 1M9

(hereinafter known as the "**Investigator**")

- and -

Montreal Heart Institute, having its principal place of business at 5000 Belanger Street, Montreal, Province of Quebec, H1T 1C8, Canada

(hereinafter known as "**MHI**")

(the MHI, the Institution and the Investigator are sometimes individually referred to as a "Party" or collectively as the "Parties")

BACKGROUND

WHEREAS MHI has been granted funds by the *Fonds de partenariat pour un Québec innovant et en santé* to support its project entitled: "*Programme ARTERIA: Personnalisation des diagnostics et thérapies cardiovasculaires*" through which it will sponsor a clinical trial entitled: "*Colchicine Cardiovascular Outcomes Trial (COLCOT)*";

WHEREAS Pharmascience Inc. (hereinafter known as "**Pharmascience**") has agreed to supply the Drugs for use by the Trial Sites in accordance with the Protocol;

WHEREAS the Institution is an organisation engaged in the diagnosis, treatment and prevention of disease and clinical research for the improvement of healthcare, and has the facilities and Trial Site Team Members necessary to conduct the Clinical Trial described on the cover page of this Agreement (as these terms are hereunder defined);

WHEREAS the Investigator has reviewed information regarding the protocol for the proposed Clinical Trial and wishes to conduct the trial and to supervise the Trial Site Team Members;

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following capitalized words and phrases have the following meanings unless otherwise expressly provided:

- (a) **"Agent"** means any person providing services in connection with the Clinical Trial on a Party's behalf, whether or not the person is an employee of the Party. For greater certainty, contracted medical physicians (including Investigator) are not Agents of the Health Authority or University;
- (b) **"Agreement"** means this Clinical Trial Agreement including the appendices attached hereto and any agreement or document to be executed hereunder, as amended from time to time;
- (c) **"Applicable Law"** means (i) applicable guidelines, policies, bylaws, Standard Operating Procedures and other set of rules adopted by the MHI governing its performance of the Clinical Trial; (ii) rules imposed by the MHI and communicated in writing to the Investigator and Institution, and (iii) other legislative or normative frameworks and standards applicable to this Agreement or the Clinical Trial, including the *Declaration of Helsinki*, as well as the rules and guidelines, such as the Regulatory Authority rules and guidelines relating to the conduct of the Clinical Trial, including the *Food and Drugs Act* and the *Food and Drugs Regulations*, the ICH GCP, the data protection laws, and all ethical standards, which apply to the conduct of the Clinical Trial by the Parties;
- (d) **"Auditor/Monitor"** means a representative of the MHI authorised to carry out a systematic review and independent examination of Clinical Trial-related activities and the Clinical Trial Documentation to determine whether the Clinical Trial-related activities, including the collection and recording of data, were conducted, analysed and accurately reported in accordance with the Protocol, the standard operating procedures, ICH GCP and any other Applicable Law, and to conduct source data verification;
- (e) **"Clinical Trial"** means the investigation referred to on the cover page of this Agreement and described in the Protocol to be conducted at the Trial Site by the Investigator in accordance with the Protocol, this Agreement and Applicable Law;
- (f) **"Clinical Trial Data"** means data, results, information, documents, discoveries, inventions, processes and methods (whether patentable or not) resulting from or developed by Investigator or the Institution, the Trial Site Team Members, the Agents and all other employees or collaborators involved in the performance of the Clinical Trial;
- (g) **"Clinical Trial Documentation"** means all records, accounts, notes, reports, data, ethics communications (submission, approval and progress reports) collected, generated or used in connection with the Clinical Trial that are not Clinical Trial Data, but that may contain Clinical Trial Data, whether in written, electronic, or other form, including all recorded original observations, laboratory notes, memoranda, subjects' diaries or evaluation checklists, and notations of Clinical Trial activities such as case report forms (CRFs), the Protocol, the Investigator Brochure, and all other reports and records necessary for the evaluation and reconstruction of the Clinical Trial, but excluding source documents and records of patients Personal health information which shall remain the confidential and proprietary property of the Institution;
- (h) **"Clinical Trial IP"** has the meaning attributed thereto in Subsection 8.3 of this Agreement;
- (i) **"Clinical Trial Subject"** means a person who is eligible and who has consented or whose legal representative has consented on behalf of such Clinical Trial Subject, to participate in the Clinical Trial;
- (j) **"Confidential Information"** means all information, communication or proprietary information, whether oral, written or digital, provided, disclosed, furnished or prepared before, on or after the Effective Date, about MHI or about the Clinical Trial, that reveals

scientific, technical, commercial, financial or similar information, and all copies and tangible or intangible embodiments thereof, including without being limited to all information pertaining to the Drug, the materials, the Clinical Trial, the budget, the Clinical Trial brochure, the Clinical Trial Documentation and other documentation and the Intellectual Property (and any Clinical Trial IP) and research data, information or documentation derived from or relating to the foregoing or to this Agreement;

- (k) **"Drugs"** means Colchicine and matching placebo;
- (l) **"Effective Date"** has the meaning ascribed to it in the heading of this Agreement;
- (m) **"ICH GCP"** means the International Conference on Harmonization of Technical Requirements for the Registration of Pharmaceuticals for Human Use-Harmonised Tripartite Guideline for Good Clinical Practice, as amended from time to time;
- (n) **"Inspector"** means a person, acting on behalf of a Regulatory Authority, who conducts an official review of the Clinical Trial Documentation, facilities, and any other resources or records related to the Clinical Trial and located at the Trial Site that the Regulatory Authority deems appropriate;
- (o) **"Intellectual Property"** means all intellectual property rights or moral rights of any kind or nature throughout the world including, without limitation all materials, concepts, know-how, formulae, inventions, improvements, processes, patterns, machines, manufactures, compositions of matter, compilations of information, algorithms, technical developments or information (such as software, firmware and hardware), recipes, data, works, drawings, templates, methods, devices, models, prototypes, specifications, apparatus, improvements, Clinical Trial Data and results, whether or not patentable or copyrightable, and all: (i) patents, patent applications, continuations, continuations-in-part, divisionals, reissues, re-examinations; (ii) copyrights, copyright applications and copyrightable subject matters, registrations substitutions and extensions; (iii) industrial designs, applications and registrations; (iv) business names, patents, trademarks, trade names, certification marks, service marks, domain names and their respective applications and registrations; (v), trade secrets, know-how, rights in and to databases (including rights to prevent the extraction or reutilisation of information from a database), design rights, topography rights, and all other (vi) type proprietary information and all rights or forms of protection of a similar nature or having equivalent or the similar effect to any of them which may subsist anywhere in the world, such as the right to apply for protections under statutory proceedings available for those purposes;
- (p) **"Master File"** means the file maintained by the Investigator containing the documentation specified in ICH GCP;
- (q) **"Personal Information"** means any information about an identifiable individual;
- (r) **"Protocol"** means the document describing the Clinical Trial (a copy of which is available by separate cover and is signed by the Investigator and approved by the REB) and all amendment thereto to which the Parties may from time to time agree in writing;
- (s) **"Regulatory Authority"** means any national, supranational or other governmental or regulatory body which has power to regulate the conduct of the Clinical Trial at the Trial Site;
- (t) **"Research Ethics Board"** or **"REB"** means an independent body, institutional, regional, national or supranational committee or review board, the responsibility of which is to ensure the protection of rights, safety and well-being of human subjects in a clinical study, including reviewing, providing direction and approving the Protocol, the suitability of the Investigator, Trial Site(s), Clinical Trial Subject recruitment materials, methods and informed consent forms;
- (u) **"Retention Period"** has the meaning attributed thereto in Subsection 3.12;

- (v) **"Trial Site(s)"** means any premises, approved by the Institution and MHI, in which the Clinical Trial will be conducted;
 - (w) **"Trial Site Team Members"** means the persons who will undertake the conduct of the Clinical Trial at the Trial Site on behalf of the Institution or Investigator and under the supervision of the Investigator.
- 1.2 The introduction and any Appendix attached hereto and incorporated by reference shall be deemed to form an integral part of this Agreement.
 - 1.3 If a provision of this Agreement conflicts with a provision of the Protocol, the Protocol shall take precedence on matter of medicine, science and conduct of the Clinical Trial, and the Agreement shall take precedence over any other matter such as the relationship of the Parties, Intellectual Property matters, Confidential Information, record keeping, insurance, liability and finances. The Parties shall promptly meet to resolve any conflict between this Agreement and the Protocol.
 - 1.4 Grammatical variations of any term defined herein have similar meanings. Words importing the singular number shall include the plural and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
 - 1.5 The headings used in this Agreement, as well as the division of this Agreement into separate Sections and Paragraphs, are used for convenience and reference only and are not to be considered as limiting the scope of any provision.
 - 1.6 If any decision, notice or act is required hereunder to be done or given, or if any period of time is to expire hereunder on any day that is not a business day – namely a Saturday, Sunday or other day on which the principal commercial banks in Canada are not open for business during normal business hours – such act shall be required to be done or notice shall be required to be given or time shall expire on the next succeeding business day.

2. INVESTIGATOR AND INSTITUTION

- 2.1 The Investigator represents and warrants that he or she holds the necessary education qualifications, licenses, authorizations and other certifications and has the necessary expertise, time and resources to perform the Clinical Trial and that the terms of this Agreement are not inconsistent with any other contractual or legal obligations that the Investigator may have, or with the Institution's policies or procedures or the policies and procedures of any institution or company with which the Investigator is associated. The Investigator shall through the duration of the Clinical Trial: (i) remain a member in good standing of the applicable College of Physicians and Surgeons or such other health profession regulatory body with which the Investigator is registered or of which the Investigator is a member; (ii) remain a member of the Canadian Medical Protective Association, or have equivalent professional liability insurance coverage; and (iii) immediately notify the other Parties in writing if such status changes (or may change) during the term of this Agreement.
- 2.2 The Institution and the Investigator shall recruit and ensure the performance of the obligations of the Trial Site Team Members as set out in this Agreement.
- 2.3 The Institution and the Investigator shall be responsible and liable for the acts and omissions of their respective employees acting as Trial Site Team Members and Agents in connection with the Clinical Trial, as if such acts and omissions were those of the Institution or the Investigator.
- 2.4 The Institution and the Investigator represent and warrant: (i) that they are not and have never been debarred, proposed for debarment, subject to potential sanctions (via a warning letter, notice of initiation of disqualification proceeding, opportunity of explaining or by any other means) or otherwise disqualified or suspended from performing a clinical study or subject to any restrictions or sanctions by any Regulatory Authority or REB with respect to the performance of a clinical study or scientific or clinical investigations; and (ii) that they are not currently using, and shall not use the services of any person, including the Investigator, in connection with this Clinical Trial who is (or

have ever been) debarred, proposed for debarment subject to sanction or to potential sanctions (via a warning letter, notice of initiation of disqualification proceeding, opportunity of explaining or by any other means) or otherwise disqualified or suspended from performing a clinical trial or otherwise subject to any restrictions or sanctions by any Regulatory Authority or REB with respect to the performance or scientific or clinical investigations. The Institution and the Investigator will immediately notify MHI if either of them becomes aware of any actual or threatened debarment, proposal for such debarment, disqualification or suspension.

3. OBLIGATIONS OF THE PARTIES

3.1 The Investigator shall be responsible for obtaining and maintaining at all times all approvals from the appropriate REB for the conduct of the Clinical Trial and the Investigator shall keep MHI and the Institution fully apprised of the progress of REB submissions and directions, and provide MHI and the Institution with all approvals as well as all correspondence relating to such submissions. MHI shall be responsible for obtaining and maintaining authorization for the Clinical Trial from Health Canada in accordance with the *Food and Drugs Regulations*. The Investigator shall be responsible for obtaining a signed informed consent form from each Clinical Trial Subject prior to the Clinical Trial Subject's participation in the Clinical Trial. MHI shall provide the Investigator and the Institution's REB periodic safety update reports accompanied by information that is meaningful and of use to the REB. The Investigator shall be responsible for performing the services in relation to the Clinical Trial with all care, diligence and skill and shall ensure that the Trial Site Team Members and wherever applicable the Agents, are competent and have appropriate professional qualifications, training and experience, as well as the time to perform the Clinical Trial. In that respect, the Investigator shall personally supervise the realization of the Clinical Trial. The role of the Investigator may not be modified or substantially reduced and the Investigator shall not be replaced without MHI's period written consent. If the replacement proposed by the Institution is not to the full satisfaction of the MHI, the MHI shall be entitled to terminate the Agreement, the whole as set forth in Paragraph 11.3(a) hereunder.

3.2 MHI shall submit the Clinical Trial for listing in a free, publicly accessible clinical trial registry prior to initiation of Clinical Trial Subject enrolment and give the Institution and the Investigator notice of same. Notwithstanding anything to the contrary, MHI agrees to allow the following information to appear on the Institution's Clinical Trials directory website: the identification of MHI as the sponsor of the Clinical Trial, Clinical Trial title, Clinical Trial status, trial type, Clinical Trial phase, Clinical Trial category and subcategory, Clinical Trial objectives and designs, conditions treated, treatment(s) or intervention(s), key eligibility criteria and exclusion criteria; provided, however, that such information includes no additional information beyond the information MHI posts on a free, publicly accessible clinical trial registry such as www.clinicaltrials.gov.

3.3 The Parties shall conduct the Clinical Trial in accordance with:

- (a) the Protocol and the Clinical Trial Subject informed consent form, as approved by the REB;
- (b) the Investigator's Brochure and other prescribing information provided by MHI;
- (c) Clinical Trial manuals, if any, as each may be amended;
- (d) any terms and conditions imposed by the REB;
- (e) any terms and conditions imposed by the Regulatory Authority;
- (f) Applicable Law and Good Clinical Practices (such as ICH GCP);
- (g) the terms and conditions of this Agreement; and
- (h) any other written instructions that may be provided from time to time to the Institution and Investigator by MHI.

3.4 Where allowance is made for medically necessary variations to the Protocol by the REB, or as

required for ethical medical practice, (including without limitation in connection with any required variation in the dates on which or the frequency with which the Investigative Medicinal Product is administered), the Investigator may diverge from the Protocol to the extent required to address the medically necessary variation or ethical medical practice, and the Investigator shall immediately record any such divergence in the source document, promptly report the variation to MHI and, as necessary to the REB, and any such variation shall not constitute a failure to follow the Protocol or more generally, a breach of this Agreement.

- 3.5 MHI shall make available to the Investigator copies of the Protocol and the Investigator's Brochure, and the Investigator shall include such documents together with evidence of the approval of the REB in the Master File.
- 3.6 The Investigator shall complete a financial disclosure form in a format provided by MHI and ensure that each Trial Site Team Member to whom financial disclosure applies, completes the form.
- 3.7 The Investigator shall use reasonable efforts to recruit the agreed upon number of Clinical Trial Subjects on a timely basis and the Parties shall use reasonable efforts to conduct the Clinical Trial in accordance with this Agreement and the Protocol.
- 3.8 The Parties acknowledge and agree that the Clinical Trial will involve the participation of multiple sites and recruitment will be competitive, and the Institution and the Investigator acknowledge and agree that, when the enrolment goal for the Clinical Trial as a whole is reached, enrolment will be closed at all sites, including the Trial Site, regardless of whether the Institution has reached its own enrolment goal. Likewise, the Investigator and Institution acknowledge that the MHI may close enrolment at the Institution's site if the Institution or Investigator is not enrolling enough Clinical Trial Subjects or for any other reason. Finally, the MHI may change the enrolment period at its sole discretion.
- 3.9 The Institution shall permit the Auditor/Monitor or Inspector access to all Clinical Trial Data including the ones pertaining to the Clinical Trial Subjects for monitoring and source data verification during normal business hours, on reasonable notice. The Investigator, and/or the Clinical Trial Team Members as needed, shall make themselves available to the Auditor/Monitor and shall ensure that the Clinical Trial Documentation fully complies with subsection 3.12 and is ready for review prior to any visit. The monitoring or verification conducted under this Subsection 3.9 may take any form MHI reasonably deems appropriate, including an inspection of the Trial Site and examination of procedures, records or data relating to the Clinical Trial, provided that nothing entitles the Auditor/Monitor to copy any records of Personal Information compiled by or for the Institution. Should the MHI be requested to prepare progress reports, the Institution and the Investigator agree to collaborate on the preparation of such reports and in that respect and in addition to the foregoing to prepare in a timely manner any document reasonably requested by the MHI. MHI shall alert the Institution and the Investigator promptly to significant issues, in the opinion of MHI, arising out of such monitoring or verification.
- 3.10 The Institution shall have written procedures for investigating any research misconduct at the Trial Site. If MHI reasonably believes there has been any research misconduct in relation to the Clinical Trial or failure to comply with any standard of care, misrepresentation or breach of this Agreement or of the Protocol, MHI shall promptly notify the Institution and request the Institution's procedures for making a research misconduct complaint or other complaint. The Institution and the Investigator shall provide all reasonable assistance in a timely manner to any investigation into same in accordance with the Institution's research misconduct or other complaint procedure. In the event that the Institution or the Investigator reasonably believes there has been any research misconduct, misrepresentation or breach of this Agreement, of the Protocol or of any standard of care in relation to the Clinical Trial, the Institution or the Investigator shall notify the Auditor/Monitor and MHI promptly. The Institution agrees to provide the MHI with a confidential report of the results of any investigation conducted in relation to the Clinical Trial.

- 3.11 To the extent permitted by Applicable Law, the Institution and the Investigator shall immediately inform MHI of any intended or actual inspection, written inquiry or visit to the Trial Site by any Regulatory Authority in connection with the Clinical Trial and forward promptly to MHI copies of any correspondence from any such Regulatory Authority relating to the Clinical Trial. The Institution or the Investigator shall use all reasonable efforts to obtain the consent of the Regulatory Authority to have a representative of MHI present during any visit in an advisory capacity. If a representative of MHI is unable to be present during the visit, the Institution and the Investigator shall provide MHI with a detailed written report of the visit promptly following the visit. Also, the Institution and Investigator will, prior to responding to any Regulatory Authority, promptly give the MHI the opportunity to review and comment on any Regulatory Authority documents.
- 3.12 The Institution and the Investigator shall keep complete, accurate, organized and legible Clinical Trial Documentation and other records of the conduct of the Clinical Trial and of all Clinical Trial Data in accordance with generally accepted industry standards and practices and Applicable Law. The Investigator or the Institution will use their reasonable efforts to enter in a timely manner all data obtained in the registries described hereto. The Investigator or Institution will submit in a timely manner CRFs, unless collected by monitor/Auditor during its visit, and any other documents required by this Agreement or the Protocol. At the MHI's expense, the Institution and the Investigator agree to retain all such records for a period of not less than twenty-five (25) years from the date of termination of this Agreement or for any longer period as provided in Applicable Law from time to time (the "**Retention Period**"). At MHI's request and expense, the Institution or the Investigator shall retain the Clinical Trial Documentation and Clinical Trial Data after the expiry of the Retention Period.
- 3.13 The Institution and the Investigator shall ensure that any clinical biological samples required to be tested during the course of the Clinical Trial are tested in accordance with the Protocol and at a laboratory approved by and with the Clinical Trial Subject's informed consent. The Parties shall treat all clinical biological samples as Personal Information as defined in this Agreement.
- 3.14 The Investigator shall not, during the term of this Agreement, conduct any other clinical trial using the same or similar eligibility criteria which might hinder the recruitment of the required cohort of Clinical Trial Subjects or otherwise hinder the full and complete performance of the Clinical Trial in accordance with the Protocol and this Agreement.

4. LIABILITY, LIMITATION OF LIABILITY, INSURANCE

- 4.1 The Parties acknowledge that, Pharmascience is not the sponsor of the Clinical Trial and accordingly shall have no liability for doings or proceedings arising out of the development and conduct of the Protocol, the whole to the fullest extent permitted by Applicable Law.
- 4.2 More particularly, the Parties acknowledge and agree that Pharmascience shall not be held responsible or liable for the planning, performance or conduct of the Clinical Trial or related obligations or claims arising from or in relation thereto, except to the extent that Pharmascience has specifically assumed the responsibility of certain clinical trial related functions under the Clinical Supply Agreement entered into between MHI and Pharmascience (referred to as "**COMPANY**" in the Clinical Supply Agreement) on July 2nd, 2015. MHI warrants that such agreement has the following indemnification from Pharmascience : "*COMPANY is responsible for and assumes its own liability and agrees to indemnify, defend and hold harmless each of Principal Investigator, any sub-Investigator(s), STUDY sites and the INSTITUTION, including their respective trustees, officers, directors, employees, agents (including the INSTITUTION's REB), and their respective successors, hers and assigns (the "**Clinical Indemnities**", and each of Principal Investigator, any sub-Investigator(s), STUDY sites and INSTITUTION a "**Clinical Indemnities**") from and against third party loss, damage, costs, expenses, judgments, reasonable legal fees, and expenses incurred in defense thereof arising out (a) any injury (including death) to a STUDY subject alleged to have been caused or contributed to by a defect in the STUDY DRUG supplied by COMPANY for use in the STUDY; (b) breach by COMPANY of any law or regulation applicable to*

the STUDY DRUG, or of this Agreement; and (c) gross negligence or deliberate misconduct of COMPANY. Provided, however, that COMPANY shall have no obligation to indemnify and hold harmless a particular Clinical Indemnitee to the extent that (a) the liability was caused by any Clinical Indemnitee not conducting the STUDY in accordance with the STUDY Protocol, applicable laws and regulations or this Agreement; (b) any injury or loss is the result of negligence or deliberate misconduct on the part of that Clinical Indemnitee. This indemnity shall apply separately to each Clinical Indemnitee in such manner and to the same extent as though a separate indemnity had been given to each".

- 4.3 MHI, Health Authority, University and Investigator shall, respectively and each on its own behalf, be responsible and liable for any damage or loss to the extent that such damage and loss arises as a result of its own negligence or willful or wrongful acts or omissions in conducting the Clinical Trial, such as a failure of that Party to :

- (a) adhere to the material terms of the Protocol and the written instructions of the MHI, (except in cases of permissible deviations set forth in Subsection 3.4);
- (b) comply with applicable governmental requirements or regulations of Canada or the province in which a Party operates; and
- (c) conduct the Clinical Trial in accordance with the medical standards set out in the ICH GCP Guidelines, as well as the requirements set forth in Applicable Laws.

No Party (the "First Party") will be liable to any other Party (the "Second Party") or third party for any damage or loss that results from the use by the Second Party or third party of the Clinical Trial Data or Intellectual Property developed under the Agreement, Protocol, or Clinical Trial, except to the extent that the damage or loss arises from the gross negligence or willful misconduct of the First Party.

- 4.4 No Party shall be liable to any other Party in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising or whatever the cause thereof, for any loss of profit, business, reputation, contracts, revenues or anticipated savings for any special, indirect or consequential damage of any nature. The Institution and the Investigator make no representation or warranties regarding any merchantability of the Clinical Trial results or Clinical Trial Intellectual Property or fitness of the Clinical Trial results or Clinical Trial Intellectual Property for any particular purpose.

- 4.5 Each of MHI, the Health Authority and the University shall maintain appropriate and sufficient liability coverage (in a minimum amount of \$5 million per occurrence and \$5 million per aggregate) in respect of the type of activities undertaken in connection with the Clinical Trial and their respective obligations to third parties under this Agreement. The Investigator shall maintain appropriate and sufficient liability protection in respect of his obligations under this Agreement. For the Investigator, this may include membership in the Canadian Medical Protective Association, evidence of which shall be provided upon request. Each of MHI, Health Authority and the University shall produce, upon request of the other, a copy of insurance certificates (or insurance coverage(s)) attesting to the insurance coverage described in this Subsection. Each Party will provide written notice of material change in its coverage which would affect such Party's ability to meet its obligations under this Agreement. A Party's inability to meet its insurance obligation constitutes a material breach of this Agreement. As to the Investigator, it shall comply at all times with its obligations set forth in Subsection 2.1.

5. CONFIDENTIALITY, DATA PROTECTION

- 5.1 The Parties acknowledge that pursuant to this Agreement Confidential Information may be communicated or otherwise disclosed by the MHI to the Institution and Investigator. In that respect, each of the Institution and Investigator agree for itself and on behalf of their respective Trial Site Team Members and Agents:

- (a) to preserve the confidential nature of the information and to treat Confidential Information

with at least the same degree of care that it uses to protect the confidentiality of its own most sensitive information, and in any event with no less than any reasonable standard of care;

- (b) to use the Confidential Information solely for the purposes envisioned in this Agreement and to meet and discharge its obligations provided for in this Agreement and in all cases to refrain from using such Confidential Information to its benefit or to the benefit of a third party;
 - (c) to hold Confidential Information in strict confidence and not to copy, modify, alter, erase, transfer, distribute, disclose, publicize or otherwise render accessible Confidential Information to anyone other than: (i) Trial Site Team Members and Agents having a "need to know" this information; or (ii) any other person, provided that the MHI agreed beforehand to such disclosure or communication; and
 - (d) to return to the MHI the Confidential Information and to retain no copies thereof (unless such Confidential Information is kept in furtherance of Subsection 3.12, in which case, such copy shall remain subject to the undertakings of confidentiality set forth in Section 5 hereof)..
- 5.2 The Institution and the Investigator shall ensure that their respective Trial Site Team Members and Agents and REB having a "need to know" the Confidential Information, be obligated to deal with Confidential Information in a manner consistent with the terms of this Agreement.
- 5.3 The Institution and the Investigator undertake to treat as strictly confidential and not to disclose to any third party, any Confidential Information. Notwithstanding the foregoing, nothing in this Agreement shall prevent:
- (a) the Institution or the Investigator from disclosing Confidential Information as required by a Regulatory Authority, by Applicable Law or court order, provided that in each case, the Institution or the Investigator gives MHI prompt written notice in order to allow MHI : (i) to seek a protective order or other appropriate remedy to prevent or limit the disclosure of Confidential Information; (ii) to exercise any other recourse or right; (iii) or to renounce to the respect of all (or part) of the provisions of this Agreement. In the event that the MHI: (a) is not granted the order sought; (b) is prevented for any reason (other than the Investigator or Institution's fault or non-compliance with this Agreement – or the fault of their Trial Site Team Members or Agents) – from exercising any other recourse or claim; or (c) renounces to all (or part) of the provisions of this Agreement, the Institution or Investigator will then disclose and shall do everything that it may reasonably be expected to do to ensure that the confidentiality of the Confidential Information will be preserved;
 - (b) the Investigator from complying with his or her professional obligations, including the standards of practice of his or her profession including the obligation to disclose information to actual or prospective Clinical Trial Subjects for the purposes of obtaining and maintaining informed consent; and
 - (c) the REB from complying with its requirements, including the ability to coordinate reviews of ethical and safety concerns with REBs of other trial sites participating in the Clinical Trial.
- 5.4 The Investigator or Institution also undertakes to promptly inform the MHI, after becoming aware of any loss, theft or accidental or unauthorized access, disclosure, copying, use, incorporation, publication, disclosure, modification or erasure of any Confidential Information. In such a case the Investigator or Institution shall take all measures and comply will all instruction given by the MHI.
- 5.5 Unless otherwise expressly provided for in this Agreement, all Confidential Information and any authorized copy, note, compilation that contains, embodies or otherwise reflects Confidential Information, and any tangible or intangible embodiments thereof shall remain the property of the MHI. For clarify, patient medical records are and will remain the property of the Institution.

- 5.6 Upon MHI's request, the Institution or Investigator agrees, within five (5) business days to: (i) safely return and cease to use all Confidential Information disclosed by the MHI (except for information that is needed to comply with regulatory requirements or resolve legal disputes regarding this Agreement); or (ii) irrevocably destroy or erase all such Confidential Information or documents (except for information that is needed to comply with regulatory requirements or resolve legal disputes regarding this Agreement), as attested by a certificate confirming that all such information and document have irrevocably been destroyed or erased, as the MHI shall direct. The Institution and the Investigator undertake not to make use of any Confidential Information other than in accordance with this Section 5 without the prior written consent of MHI.

The obligations of confidentiality set out in this Section 5 shall not apply to Confidential Information which is:

- (a) published or becomes generally available to the public other than as a result of a breach of the undertakings hereunder by the Institution or the Investigator;
- (b) in the possession of the Institution or the Investigator prior to its receipt from MHI, and is not subject to a duty of confidentiality;
- (c) obtained by the Institution or the Investigator from a third party not subject to a duty of confidentiality;
- (d) expressly permitted to be disclosed by the MHI under this Agreement; or
- (e) demonstrated by the Institution or the Investigator to have been developed by Institution, Investigator or the Trial Site Team Members or Agents who did have access to the Confidential Information:

the whole, as evidenced by proper and contemporaneous written evidence.

- 5.7 If the Investigator decides not to proceed with a Clinical Trial prior to any Clinical Trial Documentation being provided to the REB or the Institution, the Investigator shall return all Confidential Information to MHI at MHI's request.
- 5.8 The Institution and the Investigator shall maintain Confidential Information and Clinical Trial Subject Personal Information in a secure facility, taking commercially reasonable steps to protect such information from unauthorized use, access and disclosure.
- 5.9 Investigator and Institution agree that the unauthorized use or disclosure of any Confidential Information by either of them (or by any Trial Site Team Member or Agent) in violation of this Agreement may cause severe and irreparable damage to the MHI. In the event of any violation of this Section 5, the Institution and Investigator agree that the MHI shall be authorized and entitled to seek from any court of competent jurisdiction injunctive relief, whether preliminary or permanent, as well as any other relief permitted by Applicable Law and may seek that relief without making a showing of irreparable harm
- 5.10 Subject to Subsection 5.11 and unless otherwise expressly set out in this Agreement, the obligations of the Institution and the Investigator under this Section 5 shall remain in force for a period of ten (10) years commencing on the date of termination or expiry of this Agreement, and in the case of information that constitutes a trade secret, until the relevant information no longer constitutes a trade secret.
- 5.11 The Parties agree to abide by Applicable Law relating to the protection of Clinical Trial Subject Personal Information and where Confidential Information is also Personal Information, the obligations in this Section 5 shall remain in force for the period required under such law. The Party that received Personal Information hereunder shall only use or disclose the Personal Information as set out in the Clinical Trial Subject's consent form or as required by Applicable Law. Each Party shall give prompt notice to the other Parties of any privacy or security breach it has experienced that affects Clinical Trial Subject Personal Information.

6. USE OF NAME

- 6.1 No Party shall use, or authorize others to use, the name, symbols, trademark, trade name, logo or other distinctive name or symbol or adaptation thereof of Pharmascience or of another Party's or the name of their personnel, Agents and Trial Site Team Members, or refer to the terms of this Agreement in any publication, press release or promotional material or activity with respect to the Clinical Trial, without the prior written approval of the Party whose name, symbols, trademarks, trade name, logo or other distinctive name or symbol or adaptation thereof (or the name of their personnel, Agents and Trial Site Team Members) are to be used or, with respect to the terms of the Agreement. Notwithstanding the foregoing and subject to Subsection 6.2:
- (a) MHI shall have the right to identify the Institution as the site at which the Clinical Trial was conducted and to identify the Investigator and the responsible Clinical Trial Site Team Members in connection with activities relating to the Clinical Trial;
 - (b) the Institution may use MHI's name, the name of the Clinical Trial, the duration of the Agreement, and the annual aggregate amount of funding provided by MHI to the Institution for clinical trials conducted at the Institution for internal purposes or financial reporting purposes, as required by the Institution's policies;
 - (c) the Institution may name MHI as a financial supporter of clinical studies conducted at the Institution, and may include the funding for the Clinical Trial in an annual aggregate number which represents all funding received by the Institution for all clinical trials funded by private industry conducted at the Institution, to a public funding agency requesting such information from the Institution;
 - (d) the Investigator may in his or her *curriculum vitae* list MHI's name, the name of the Clinical Trial, and the duration of the Agreement;
 - (e) if required by a funding agency as part of a submission for a grant, the Investigator may list the total amount of funding received from MHI solely for the purpose of making the grant submission; and
 - (f) the Institution and the Investigator shall acknowledge MHI's role in the Clinical Trial in any publication permitted under this Agreement.
- 6.2 No Party shall make any form of representation or statement in relation to the Clinical Trial that would constitute an express or implied endorsement of any of its commercial products or services by another Party.

7. PUBLICATION

- 7.1 The Institution and the Investigator agree that the first publication of the results of this multicenter Clinical Trial shall be made in conjunction with the presentation of a joint, multicenter publication of the Clinical Trial results with the investigators and the institutions from all appropriate sites contributing data, analyses and comments. Thereafter, any publication that the Institution or any other site may publish will refer to such manuscript or publication. If such a multicenter publication is not submitted within twelve (12) months after conclusion, abandonment or termination of the Clinical Trial at all sites, or after MHI confirms there will be no multicenter Clinical Trial publication, whichever occurs first, the Institution and the Investigator may publish the results from the Institution's site individually in accordance with the provisions set forth in this Section 7.
- 7.2 The Institution and the Investigator shall have the right to publish the results of the Clinical Trial and any background information provided by MHI that is necessary to include in any publication of research results or necessary for other scholars to verify such research results. The Institution and the Investigator shall be permitted to present at symposia, national or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing,

methods and results of the Clinical Trial from the Trial Site, in accordance with this Section 7. The Institution or the Investigator may prepare material for publication or presentation derived from the Clinical Trial Data and the Clinical Trial Documentation. Except for data, results and methods of the Clinical Trial, no such publication or presentation may include Confidential Information without MHI's prior written approval. Proposed publications and presentations shall be submitted to MHI for review and comment at least thirty (30) calendar days prior to submission for publication, public dissemination, or review by a publication committee. Expedited reviews for abstracts, poster presentations or other materials will be arranged by MHI and the Institution and Investigator.

- 7.3 Where MHI indicates that the proposed publication or presentation contains Confidential Information, the Institution or Investigator shall remove such information from the publication or presentation, provided that MHI shall not request the removal of, and the Institution and Investigator shall not be required to remove data, results or methods of the Clinical Trial where are necessary to explain the Clinical Trial Results and their significance.
- 7.4 Where MHI indicates that the proposed publication or presentation contains information pertaining to any form of Intellectual Property for which MHI wishes to obtain protection, the Institution or the Investigator shall have the option to either:
- (a) remove any such information from the proposed publication or presentation in order to proceed immediately with the publication, or
 - (b) delay publication until the earlier of:
 - (i) the date on which MHI has obtained the applicable Intellectual Property protection; and
 - (ii) ninety (90) calendar days from the date of receipt by MHI of the proposed publication or presentation for its review and comment.
- 7.5 The Institution and the Investigator shall give serious consideration to incorporating comments of MHI in relation to proposed publications and presentations. However, MHI is not granted any right to edit such publications and presentations and the final analysis of the results published by the Institution or Investigator lies with the Investigator or Institution.
- 7.6 The Institution and the Investigator acknowledge that MHI shall have the right to independently present as to the methods and results of the Clinical Trial or any other information pertaining to the Clinical Trial at symposia, national or regional professional meetings, and publish in journals, or otherwise at its discretion, provided that it duly acknowledges the intellectual contribution made by the Institution and the Investigator in accordance with standard scientific practice. The participation of the Investigator or other representative of the Institution as a named author shall be determined in accordance with MHI's publication policy and International Committee of Medical Journal Editors (ICMJE) standards for authorship unless otherwise required by the journal in which the publication appears. Such publication shall be submitted for review and shall be subject to the Subsections 7.2 to 7.5.
- 7.7 In any presentation or publication based in whole or in part on the data generated from the Clinical Trial, the Investigator or the Institution will include a statement that the creation of the data was supported by the MHI. Any other acknowledgment required by the MHI with respect to its financial or in-kind contribution) will also be included. Finally, subject to their own publications rights, the Institution and the Investigator shall grant the MHI a world-wide, royalty-free non-exclusive right to reproduce and distribute copies of any paper or article (in whole or in part) relating to the Clinical Trial in which the Investigator and Institution hold property rights.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property rights owned by the MHI prior to and after the Effective Date of this Agreement, other than any Intellectual Property rights arising from the Clinical Trial, are and shall

remain the exclusive property of MHI.

- 8.2 All Intellectual Property rights owned by the Institution or the Investigator prior to and after the Effective Date of this Agreement, other than any Intellectual Property rights arising from the Clinical Trial, are and shall remain the exclusive property of the Institution or the Investigator, as applicable. Without the MHI's approval, the Institution or Investigator will not use and will ensure that their respective Trial Site Team Members and Agent do not use Intellectual Property arising from the Clinical Trial in a manner that may interfere with the MHI's rights over any form of Intellectual Property (and more particularly of the Clinical Trial IP) as provided for in this Section.
- 8.3 Institution and Investigator agree that any new invention, development, discovery or other intellectual property emanating or resulting from the Clinical Trial or otherwise being related to the Drug ("Clinical Trial IP") shall be the sole and exclusive property of the MHI and shall be promptly disclosed in writing to MHI, and shall be reported by MHI to the in accordance with applicable federal regulations. Investigator or Institution will make available to the MHI, at the MHI's request and expense, all work, reports, writing, ideas and any other information pertaining to such Clinical Trial IP.
- 8.4 The Parties acknowledge that MHI has granted Pharmascience an exclusive option to negotiate an exclusive license on all Clinical Trial IP, pursuant to which Pharmascience shall be entitled: (i) to use any patentable invention, patent or developed licensed products or other Clinical Trial IP rights pertaining to the foregoing, and (ii) to manufacture and to commercialize in accordance with the terms agreed by the Parties.
- 8.5 Notwithstanding the foregoing, the Institution and the Investigator shall be granted a non-exclusive, perpetual, royalty-free license, without the right to grant sub-licenses, to use the Clinical Trial Data generated in the performance of this Agreement for its own non-commercial, internal research or educational purposes.

9. FINANCIAL ARRANGEMENTS

- 9.1 MHI shall pay Institution in accordance with the budget and payment schedule agreed by the Parties attached as Appendix I hereto. Unless otherwise specified in Appendix I hereto, all references to monetary amounts shall be to Canadian dollars.
- 9.2 In the event that amendments to the Protocol require changes to the Clinical Trial financing arrangements, an amended financial schedule will be signed by the Parties in accordance with Subsection 14.1 below.
- 9.3 Within forty-five (45) days of the close-out of the Trial Site, the Institution and MHI shall reconcile any outstanding amounts due in accordance with Appendix I, unless there is a written agreement between the Institution, the Investigator and MHI to extend the time.

10. TERM

- 10.1 This Agreement shall commence on the Effective Date and remain in effect until completion of the Clinical Trial and close-out of the Trial Site, unless terminated earlier in accordance with this Agreement. Despite the foregoing, the Parties agree that pursuant to Section 3.1 above, the Clinical Trial activities shall not commence at the Trial Site(s) until all required approval are obtained.

11. EARLY TERMINATION

- 11.1 Any Party may terminate this Agreement with immediate effect, at any time, if another Party is in breach of any of its obligations (including a material failure without just cause to meet a timeline set

forth in the Protocol) and fails to remedy such breach, where it is capable of remedy, within thirty (30) days of a written notice from the non-defaulting Party specifying the breach and requiring its remedy, despite the foregoing, the Parties agree that the fact that MHI withholds payment for non-compliance with this Agreement shall not constitute a breach of its obligations.

- 11.2 MHI may terminate this Agreement upon fifteen (15) days prior written notice to the Institution and the Investigator, or such shorter notice period as required by a Regulatory Authority, for any reason whatsoever.
- 11.3 Without limiting the generality of the foregoing, MHI may terminate this Agreement:
- (a) upon reasonable prior written notice to the Institution and the Investigator, if the Investigator is no longer able (for whatever reason) to act as the investigator and no replacement mutually acceptable to the Institution and MHI can be found; and
 - (b) immediately upon written notice to the Institution or the Investigator if, at any time: (i) in MHI's sole judgment, an adverse safety concern with respect to the Drug makes continuing the Clinical Trial inadvisable; (ii) any event described in Section 2.4 occurs or there is a threat or a possibility that any such event will occur; or (iii) the Institution or the Investigator made a false, inaccurate or misleading representation.
- 11.4 If the Institution or the Investigator has concerns about the health, safety or welfare of the Clinical Trial Subjects in connection with the Clinical Trial, the Institution or the Investigator shall give prompt notice to MHI and to the REB of such concerns. The Institution and the Investigator shall thereafter collaborate with the MHI, and in that respect shall provide the MHI with all details or documents the latter may reasonably request to complete any report it may be required to prepare, the whole in a timely manner. The Institution or the Investigator may suspend the Clinical Trial, including the enrolment of Clinical Trial Subjects, for a period deemed appropriate by the REB. Within thirty (30) days of MHI's receipt of notice of the suspension, MHI shall evaluate the concerns raised by the Institution or the Investigator to determine whether the Agreement should be terminated pursuant to this Section 11. The Institution and the Investigator shall continue monitoring and follow-up of enrolled Clinical Trial Subjects during any suspension period in strict adherence to the Protocol, unless otherwise directed by the REB. If the health, safety and welfare concerns have not been fully resolved by MHI within the thirty (30) day evaluation, the Institution or the Investigator may terminate this Agreement immediately upon written notice to MHI.
- 11.5 Any Party may terminate this Agreement immediately upon written notice to the other Parties: (i) in response to the loss of regulatory or REB approval for the Clinical Trial; or (ii) if the other Party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to any proceeding under the bankruptcy laws or any other statute of any state, province or country relating to insolvency or the protection of creditor rights.
- 11.6 Upon giving or receiving notice of termination of this Agreement under this Section 11, the Institution and the Investigator shall immediately cease enrolment of Clinical Trial Subjects, and promptly return, at MHI's request and expense all copies of Confidential Information, the whole in accordance with Section 5.9, except that the Institution and Investigator are permitted to retain archival copies of Confidential Information to the extent required to exercise their rights and monitor compliance with their obligations hereunder and where required by Applicable Law, the whole in accordance with Paragraph 5.1(d).
- 11.7 Any remaining quantities of unused Drug which are in the possession, care or control of the Institution or the Investigator upon termination of this Agreement shall be dealt with in accordance with MHI's instructions.
- 11.8 If the Clinical Trial Subjects are to be transferred to another trial site, the Institution and the Investigator agree to provide, at MHI's sole expense, such reasonable assistance as is necessary

to ensure a smooth and orderly transition of the Clinical Trial with no disruption of the Protocol. The Parties shall use reasonable efforts to minimize any inconvenience or harm to Clinical Trial Subjects caused by the premature termination of the Clinical Trial and shall do all that is reasonably necessary for a safe winding up of the Clinical Trial.

- 11.9 In the event of the early termination of this Agreement, MHI shall pay: (i) all costs incurred and falling due for payment up to the date of termination and, subject to an obligation on the Institution and the Investigator to mitigate any losses, (ii) any non-cancellable, non-refundable expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Institution or the Investigator for the performance of the Clinical Trial prior to the date of termination (and pre-approved by MHI) ; and (iii) all costs incurred after the termination date which are necessary to safeguard Clinical Trial Subject safety, to comply with the Law or to meet MHI's instruction, the whole, as agreed with and pre-approved by MHI.
- 11.10 Within thirty (30) days after the termination of this Agreement, the Investigator shall deliver to MHI in writing a final accounting of:
- (a) all Clinical Trial Subjects that participated in the Clinical Trial;
 - (b) the Clinical Trial Subject visits completed in accordance with the Protocol during the term of this Agreement; and
 - (c) all reasonable direct costs incurred in connection with any transfer of the Clinical Trial to another trial site.
- 11.11 Within forty-five (45) days of delivery or receipt of the final accounting, the Institution shall repay unearned monies paid by MHI, or MHI shall pay any additional amounts owed to the Institution under the terms of this Agreement as the case may be.
- 11.12 Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the Parties under this Agreement, and shall not otherwise affect the survival of any of the provisions set forth in Section 19.

12. ASSIGNMENT AND SUB-CONTRACTING AND ENUREMENT

- 12.1 Neither the Investigator nor the Institution may transfer, license, lease, rent, sell or otherwise assign, in whole or in part, this Agreement or any of their right, undertaking, obligation or interest without the prior written consent of MHI. MHI may transfer, license, lease, rent, sell or otherwise assign any or all of its rights and obligations under this Agreement at any time, provided that MHI ensures the assignee is bound by the terms hereof. MHI shall provide the Institution and the Investigator with prompt written notice of any assignment.
- 12.2 The Investigator and the Institution shall not subcontract the whole or any part of the performance of the Clinical Trial without the prior written consent of MHI.
- 12.3 This Agreement enures to the benefit of and binds the Parties and their respective administrators, successors and permitted assigns, and with respect to the Investigator, heirs and executors.

13. RELATIONSHIP OF THE PARTIES

- 13.1 Each of the Parties to this Agreement is an independent contractor. Nothing in this Agreement shall be deemed or construed to constitute a relationship of agency or employment, a partnership or joint venture between any of the Parties for any purpose whatsoever. No Party shall have the authority to act on behalf of another Party or to assume or create any obligations or make any commitments on behalf of another Party.

14. AGREEMENT AND MODIFICATION

- 14.1 Any change in the terms of this Agreement shall be valid only if the change is made in writing, agreed to and signed by the Parties.
- 14.2 This Agreement contains the entire understanding between the Parties in respect of the Clinical Trial, and supersedes all other agreements, negotiations, representations and undertakings, whether written or oral, of prior date between the Parties, or between any two of the Parties, relating to the Clinical Trial. Nothing in this Agreement shall, however, operate to limit or exclude any liability for fraud.
- 14.3 If any covenant, provision or part (of any provision or covenant) of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or in conflict with any applicable law, such covenant, provision or part (of any provision or covenant) shall be deemed: (i) to be independent of the remainder of this Agreement and to be severable from it, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of this Agreement, so that all rights and obligations shall be construed and enforced as if this Agreement did not contain the particular part or term(s) held to be invalid; and (ii) to be applicable and enforceable to the fullest extent permitted by law against any person and in any circumstances except those as to which it has been held or rendered invalid, unenforceable or illegal.

15. FORCE MAJEURE

- 15.1 No Party shall be liable to any other Party or shall be in default of its obligations hereunder if such default is the result of war, hostilities, terrorist activity, revolution, civil commotion, strike, lockout, epidemic, fire, flood or because of any act of God or other cause beyond the reasonable control of the Party affected. The Party affected by such circumstances shall promptly notify the other Parties in writing when such circumstances cause a delay or failure in performance and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as reasonably possible (provided that no Party shall be bound to accept any offer to put an end to any strike or lockout). In the event of a delay lasting for ninety (90) working days or more, the non-affected Parties shall have the right to terminate this Agreement in accordance with Section 11 of this Agreement.

16. NOTICES

- 16.1 Any notices under this Agreement shall be in writing, signed by the relevant Party to this Agreement and shall be deemed to have been given, delivered or made on the date they are: (i) delivered personally, by courier or by registered mail; (ii) received from any reputable delivery service that provides tracking and written verification of delivery; or (iii) transmitted by e-mail or by any other technological means, provided that such transmission can be attested by a confirmation of transmission; and shall be addressed to the Party (to receive such notice) at the addresses mentioned hereunder or such other address or number subsequently specified in writing to the notifying Party by the receiving Party.

Notices to the MHI shall be addressed to:

Name:	Dr. Dominique Johnson
Title:	Executive Director
Address:	Montreal Heart Institute Coordinating Center 4100 Molson Suite 400 Montreal, Quebec H1Y 3N1
Phone/Fax:	(514) 461-1301
E-Mail:	dominique.johnson@mhicc.org

Notices to the Institution shall be addressed to:

Name: Stephania Manusha
Title: Director, Clinical Trials Administration
Address: VCH Research Institute, #3665-910 West 10th Avenue, Vancouver,
British Columbia V5Z 1M9
Phone/Fax: 604-875-5649/604-875-4943
E-Mail: stephania.manusha@vch.ca

AND

Name: Dr. J.P. Heale
Title: Managing Director, UILO
Address: University Industry Liaison Office, #103-6190 Agronomy Road,
Vancouver, British Columbia V6T 1Z3
Phone/Fax: 604-822-2199/604-822-8589
E-Mail: john-paul.heale@uilo.ubc.ca

Notices to the Investigator shall be addressed to:

Name: Dr. Anthony Fung
Address: 2775 Laurel Street, 9th Floor, Vancouver, British Columbia V5Z 1M9
Phone/Fax: 604-875-4755/604-875-4430
E-Mail: a.fung@ubc.ca

17. RIGHTS OF THIRD PARTIES

- 17.1 Nothing in this Agreement is intended to confer on any party that is not a Party to this Agreement, any right to enforce any term of this Agreement.

18. WAIVER

- 18.1 A waiver of any default, breach or non-compliance of or with this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by any other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

19. SURVIVAL

- 19.1 All provisions of this Agreement which, by their nature, ought reasonably to survive the termination or expiry of this Agreement, including without limitation, Section 0 (Definitions), Subsection 2.4 (Debarment), Subsection 3.4 (Variation of Protocol), Subsection 3.9 (Audit/Inspection), Subsection 3.12 (Records), Subsection 3.13 (Biological Samples), Section 4 (Liability, Limitation of Liability, Insurance), Section 5 (Confidentiality, Data Protection), Section 0 (Use of Name), Section 7 (Publication), Section 8 (Intellectual Property), Subsection 11.8 (Transfer of Clinical Trial), Subsection 16.1 (Notice), this Section 19 (Survival), and section 20 (Governing Law) shall survive any such termination or expiry.

20. GOVERNING LAW

- 20.1 The interpretation and construction of this Agreement, the rights and obligations of the Parties hereunder, any dispute, any other cause of action arising from or related to this Agreement (or to any performance carried out in connection with this Agreement) and all remedies sought or obtained shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

21. COUNTERPARTS

- 21.1 This Agreement may be executed in two or more counterparts, which may be delivered by facsimile, electronic transmission, mail or courier service, each of which shall be deemed to be an original and all of which shall together be deemed to constitute one and the same agreement provided that its integrity can be ensured.

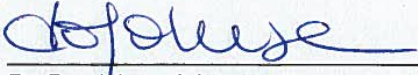
22. LANGUAGE

- 22.1 The Parties confirm that they accept that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only. **Les Parties aux présentes confirment qu'elles acceptent que la présente convention de même que tous les documents, y compris les avis s'y rattachant soient rédigés en anglais seulement.**

[Remainder left Blank-Signature on the next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

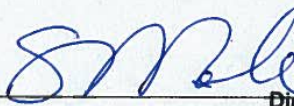
MONTREAL HEART INSTITUTE


Name : Dr. Dominique Johnson
Title : Director of the Montreal Health
Innovations Coordinating Center

Date :

22 Oct 2015

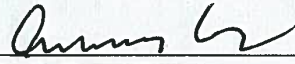
VANCOUVER COASTAL HEALTH AUTHORITY

Par : 
Name : Dr. W. Robert McMaster
Title : Vice President Research
Director, Clinical Trials Administrative
Vancouver Coastal Health Authority

Date :

Oct 28 / 15

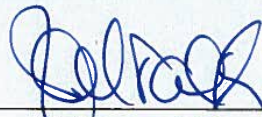
INVESTIGATOR


Name : Dr. Anthony Fung
Title :

Date :

Oct 22, 2015

UNIVERSITY OF BRITISH COLUMBIA


Name : Dr. J.P. Heale,
Managing Director, UILO

Date:

OCT 27 2015

APPENDIX I
BUDGET AND PAYMENTS' SCHEDULE

1-Completed patients

The investigator fees for the study for each completed patient included in conformity with the protocol will be reimbursed as per the below table (Table 1), on a per visit basis performed.

Maximum fee for the study: \$2500 (CAD) per patient

Screen failed patient: \$305 (CAD) per patient

2- Ethics Committee or REB Fee

Ethics Committee or REB Fee will not be reimbursed for this Research Project as funding is provided from a provincial grant.

3- Overheads

No institutional overheads will be provided for this Research Project as funding is provided from a provincial grant.

4- Payments are to be made to:

Payment will be made on a quarterly basis and will be based on the completion of case report form.

Payment should be addressed to: Vancouver Coastal Health Authority

Payments should be sent to: VCH Research Institute, #3665-910 West 10th Avenue, Vancouver, British Columbia V5Z 1M9, Attention : Coordinator, Clinical Trials Administration

TABLE 1

INVESTIGATOR FEES COLCHICINE-OUTCOMES

	Screening	Randomization	3	4	5	6	7	8	9	10	11	EOS
Visit	1	2	3	4	5	6	7	8	9	10	11	EOS
Month		0	1	3	6	9	12	15	18	21	24	
Informed Consent	\$170											
Medical/Surgical history	\$70											
Phone contact				X		X		X		X		
Review Inclusion/exclusion	\$60	\$55										
Urine Pregnancy test (only women of childbearing potential)		\$45										
Review of routine chemistry and hematology (local, once per year)	\$60	\$60					\$60				\$60	\$60
chemistry and hematology blood draw			\$120									
Blood draw for biomarkers		N/A										N/A
Blood draw for pharmacogenomic evaluation (optional)		N/A										
Record AEs/MACE		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Review con meds	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45
Study medication dispense/return/pill counts		\$45	\$45		\$45		\$45		\$45		\$45	\$45
CRF completion		\$75	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$100
TOTAL	\$405	\$375	\$310	\$145	\$190	\$145	\$250	\$145	\$190	\$145	\$250	\$300

\$2 850

An additional \$50/SAE and \$50/MACE will be reimbursed to the site for completed file.