

THIS **CLINICAL TRIAL SERVICE AGREEMENT** ("Agreement") is made on this  
**25<sup>th</sup> Day of September, 2020**

**BETWEEN:**

**Lambda Therapeutic Research Ltd.**

Plot No. 38, Survey no 388, Near Silver Oak Club, S G Highway,  
Gota, Ahmedabad - 382481, Gujarat, India.

**Authorised by**

**Intas Pharmaceuticals Limited,**  
Corporate House, Nr. Sola Bridge,  
S.G. Highway, Thaltej,  
Ahmedabad – 380054 Gujarat, India.

**AND**

**Dr. Rajesh Venkataraman**  
Head, Clinical Trial  
Adichunchanagiri University  
Adichunchanagiri Hospital & Research Centre,  
B G Nagara, Nagamangala Taluk,  
Mandya District,  
Karnataka – 571 448

**AND**

**Dr. Ravi B Nagarajaiiah,**  
Adichunchanagiri Hospital & Research Centre,  
B G Nagara, Nagamangala Taluk,  
Mandya District,  
Karnataka – 571 448

**THIS AGREEMENT shall come into effect on the date on which the last Party sign.**

**WHEREAS:**

LAMBDA is acting as a Contract Research Organization (CRO) under a Service Agreement with Sponsor and has been authorized as such by the sponsor to handle, negotiate and conclude various Sites under an Agreement on its behalf;

LAMBDA for and on behalf of Sponsor wishes the Investigator and Institute to involve and participate in a clinical trial titled **"A Prospective, Open-Label, Two-Arm, Parallel-Group,**



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**Randomized, Controlled, Multi-Centric Trial for Evaluation of Efficacy and Safety of COVID-19 Hyper-Immunglobulin (Human) Solution in Participants with Active COVID-19” and,**

The Investigator has adequate authority, qualifications and experience in conducting clinical trials, having reviewed the necessary information including the Protocol for the Clinical Trial, the Investigator Brochure and/or Prescribing Information, the Investigational Product has determined his interest to conduct and participate in the Clinical Trial. The Investigator also agree that all aspects of the Study will be conducted in conformity with all applicable laws and regulations, including the International Council on Harmonisation of technical Requirements for Registration of Pharmaceuticals for Human Use Good Clinical Practice: consolidated Guideline and other generally accepted standards of good clinical practice.

The Institution certifies that, to its best knowledge, its facilities and patient population are adequate to perform the clinical Trial contemplated by this Agreement and the Protocol. The Institution has necessary personnel with the requisite skills, experience, and knowledge required to support the performance of the Clinical Trial by the Investigator; and the Institute is willing to participate in the Clinical Trial; and,

The Investigator has represented that it is authorized by Institution to conduct the clinical trial at the Institution and has agreed to monitor, review and supervise The Clinical Trial for patient safety, scientific validity, and utilization of hospital resources in accordance with the protocol and applicable regulatory requirements.



**IN CONSIDERATION** of the mutual promises and covenants herein, the parties agree as follows:

## 1. Definitions

1.1 In this Agreement, the following terms shall have the following meanings:

<u>Term</u>	<u>Meaning</u>
“Compound”	<b>Test Product (T):</b> COVID-19 Hyper-Immunoglobulin (Human)
“Auditor”	means a person/s authorized to certify and carry out independent review and examination of clinical trial related activities and documents to determine whether the clinical trial related activities were conducted and accurately recorded and analysed in accordance with the Protocol, the Standard Operating Procedures of Sponsor and/or CRO, ICH GCP and the other applicable regulatory requirements.
“Central Licensing Authority”	means the Drugs Controller, India as referred to in rule 3;
“Clinical Trial”	in relation to a new drug or investigational new drug means any systematic study of such new drug or investigational new drug in human subjects to generate data for discovering or verifying its,- (i) clinical or; (ii) pharmacological including pharmacodynamics, pharmacokinetics or; (iii) adverse effects, with the objective of determining the safety, efficacy or tolerance of such new drug or investigational new drug;
“Clinical Trial Site”	means any hospital or institute or any other clinical establishment having the required facilities to conduct a clinical trial;
“Clinical Trial Subject”	means individual (s) enrolled to participate in the Clinical Trial in accordance with the applicable regulatory requirements.
“Confidential Information”	means information provided by a Party (the Disclosing Party) to the other Party (the Receiving Party) or to any other of such Receiving Party’s employees or agents, and means all information (including, without limitation, study protocols, case report forms, clinical data, other data, reports, specifications, computer programs or models and related documentation, know-how, trade secrets, or business or research plans) of the Disclosing Party or the Disclosing Party’s Affiliates that are provided in connection with this Agreement or the Clinical Trial. Sponsor’s Confidential Information shall include Clinical Trial data, results, or reports created by Institution, Investigator, or Research Staff in connection with the Clinical Trial (except for a Clinical Trial Subject’s medical records); and cumulative



Clinical Trial data, results, and reports from all sites conducting the Clinical Trial

“CRF”	means the case report form in a format prepared by Sponsor and documenting the administration of the Investigational Product to Clinical Trial Subjects as well as all tests and observations related to the Clinical Trial;
“CRO”	Contract/Clinical Research Organization
“DCGI”	Drug Controller General of India.
“Declaration Of Helsinki”	The 2013 version of the Helsinki Declaration of the World Medical Association and amendments.
“Ethics Committee”	means, for the purpose of, - (i) clinical trial, Ethics Committee, constituted under rule 7 and registered under rule 8; (ii) biomedical and health research, Ethics Committee, constituted under rule 16 and registered under rule 17;
“ICH GCP”	ICH Harmonised Tripartite Guideline for Good Clinical Practice (CPMP/ICH/135/95) as may be amended from time to time.
“Intellectual Property Rights”	means patents, trademarks, trade names, service marks, domain names, copyrights, rights in and to databases (including rights to prevent the extraction or reutilization of information from a database), design rights, topography rights 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, whether or not any of them are registered and including applications for registration of any of them;
“Investigational Product”	the Study Drug identified above and the control material, as further detailed in the Protocol;
“Investigator”	means a person who is responsible for conducting clinical trial at the clinical trial site;
“Investigator Site File”	The file maintained by the Investigator containing the documentation specified in section 8 of ICH GCP.



“New Drug”	(i) a drug, including active pharmaceutical ingredient or phytopharmaceutical drug, which has not been used in the country to any significant extent, except in accordance with the provisions of the Act and the rules made thereunder, as per conditions specified in the labelling thereof and has not been approved as safe and efficacious by the Central Licensing Authority with respect to its claims; or (ii) a drug approved by the Central Licensing Authority for certain claims and proposed to be marketed with modified or new claims including indication, route of administration, dosage and dosage form; or (iii) a fixed dose combination of two or more drugs, approved separately for certain claims and proposed to be combined for the first time in a fixed ratio, or where the ratio of ingredients in an approved combination is proposed to be changed with certain claims including indication, route of administration, dosage and dosage form; or (iv) a modified or sustained release form of a drug or novel drug delivery system of any drug approved by the Central Licensing Authority; or (v) a vaccine, recombinant Deoxyribonucleic Acid (r-DNA) derived product, living modified organism, monoclonal anti-body, stem cell derived product, gene therapeutic product or xenografts, intended to be used as drug; <i>Explanation.</i> — The drugs, other than drugs referred to in sub-clauses (iv) and (v), shall continue to be new drugs for a period of four years from the date of their permission granted by the Central Licensing Authority
“Payment Agreement”	The payment agreement set out in Schedule “B”.
“Protocol”	The protocol as agreed between the parties under (Schedule “A”) as may be amended from time to time.
“Schedule”	means the Schedule annexed to Protocol & Budget Break-up;
“Serious Adverse Event (SAE)”	an untoward medical occurrence during clinical trial resulting in death or permanent disability, hospitalization of the trial subject where the trial subject is an outdoor patient or a healthy person, prolongation of hospitalization where the trial subject is an indoor-patient, persistent or significant disability or incapacity, congenital anomaly, birth defect or life threatening event;
“Sponsor”	includes a person, a company or an institution or an organization responsible for initiation and management of a clinical trial;
“Study”	The study titled <b>“A Prospective, Open-Label, Two-Arm, Parallel-Group, Randomized, Controlled, Multi-Centric Trial for Evaluation of Efficacy and Safety of COVID-19 Hyper-Immunoglobulin (Human) Solution in Participants with Active COVID-19”</b> to be undertaken by the Investigator and the Institution in accordance with the Protocol, ICH-GCP and applicable regulatory requirements.



“Trial Subject”	A person who is either a patient or a healthy person to whom investigational product is administered for the purposes of a clinical trial.
“Controller”	For the purpose of the Data Protection Laws and Guidance, the CRO or LAMBDA is the Controller
“Processor”	For the purpose of the Data Protection Laws and Guidance, the Investigator, Institute & SMO, if applicable is the Processor
“Data Protection Laws and Guidance”	means the General Data Protection Regulation (EU) 2016/679 (“GDPR”)
“Serious Breach”	means a breach likely to affect to a significant degree the safety and rights of a subject or the reliability and robustness of the data generated in the clinical trial.

## 2. Investigator/Institution responsibilities

- 2.1 The Investigator in his personal capacity and as an authorized representative of the Institution and also the Institution undertakes to adhere to the Protocol and general acceptable clinical practices for the conduct of the Clinical Trial.
- 2.2 The Investigator and the Institution will adhere to ICH GCP E6 R2 & all the processes mentioned in the guideline should be followed which needs to be demonstrated by SOPs, trained and qualified staff, QC procedure, good document practices, Declaration of Helsinki, New Drugs and Clinical Trials Rules, 2019 of CDSCO, EMA regulations and all applicable laws and regulations for the conduct of the Clinical Trial.
- 2.3 The Investigator and Institute are jointly and severally responsible for supporting Sponsor and Lambda in addressing any situation and resolving any technical issues that may arise during the performance of the Clinical Trial. The Investigator and the Institute will reply, respond and address queries from national / international authorities in close consultation and coordination with Lambda in a timely manner. The provisions of this article shall remain in force for a period of 15 years (EMEA Requirement 25 years) even after expiry or termination of this Agreement.
- 2.4 The Investigator and Institute are responsible for submitting (i.e. Ethics Committee dossier & study related applicable documents) to the Ethics Committee; the conduct of the Clinical Trial in accordance with the terms of the Protocol and for obtaining written approval from the Ethics Committee prior to the commencement of the Clinical Trial. The Investigator will deliver a copy of such approval to LAMBDA.



Trial materials (i.e. IP, Laboratory Kits etc.) to the Investigator or the Institution will be supplied only after LAMBDA has received a copy of such approval. The said approval must indicate the date of approval bearing the name and signature of the Chairperson/member secretary of the Ethics Committee. In case there is any additional requirement under the applicable protocol / approval, Investigator / Institution shall obtain the same.

- 2.5** The Investigator is responsible for training and supervision of sub-investigators if any and other site study team members on the procedures specified in the Protocol to ensure scientific, technical and ethical conduct of the Clinical Trial. In case of any change or a replacement in any of the study team member, the Investigator shall promptly notify such change to LAMBDA.
- 2.6** The Investigator shall communicate all relevant information and matters concerning the Clinical Trial to the Subjects who intend to participate in the trial and/or their legally acceptable representatives and shall obtain voluntary signed written informed consent from all prospective patients and their legally acceptable representatives prior to start of any study related procedures.
- 2.7** An investigator shall maintain the data integrity of the data generated during the clinical trial.
- 2.8** During the performance of the Clinical Trial and for a period of 15 years ((EMEA Requirement 25 years) after expiry/termination of the agreement, the Investigator and/or Institute is responsible for followings:
- a)** Keeping and maintaining required study documents (e.g. curriculum vitae(s), medical registration certificates and/or other relevant documents evidencing qualifications of investigator(s) and sub-investigator(s) , confirmation of adequate site facilities, etc.);
  - b)** Submission of progress report accurately (including recruitment figures) to ethics committee and LAMBDA on a regular basis;
  - c)** ensuring direct access of all authorized monitors, auditors and regulatory authority to original study documents, medical records, study materials, etc and providing appropriate working conditions for monitors, auditors and regulatory authority to perform study-related monitoring, audit and inspection respectively;
  - d)** to facilitate any regulatory audit by DCGI or any applicable regulatory authority within 15 years of submission of report and ensure compliance of any regulatory deficiency raised by such authorities in reasonable period of



time; all correspondences, documentation and submissions to the regulatory authority concerning the Trial shall be submitted only after written consent of CRO.

- e) safe handling, storage, transportation and disposal of infectious materials and wastes involved in the Clinical Trial as per applicable country specific guideline;
- f) Inform the Ethics Committee on conclusion of the study and provide the notification documentation duly supported by data and records to Lambda.
- g) Maintenance of drug accountability records, study documents including study drug acknowledgement receipts, study drug supply receipts, payment receipts, EC approvals etc. in Investigator Site File (ISF);
- h) Handling and storage of IMP/Non IMP according to protocol, IMP and non-IMP manuals or any such related documents.
- i) In case if any study team member disengage from the study on account of separation, discontinuation from the employment or otherwise of the Institution / Investigator, the Investigator/ Institution shall inform CRO of the same and shall make necessary alternate arrangement in shortest possible time so to ensure smooth conduct of the trial without any delay or interruption.
- j) The records (study documents including source data/patient medical documents, site master file) of the Clinical Trial as required by the Protocol and applicable laws created during the course of the study at the site will be archived at Lambda Clinical Services for a minimum of fifteen (15) years from date of database closure, [As per Article 58 of the Regulation new EMEA Requirement: 25 years “unless other Union law requires archiving for a longer period, the sponsor and the investigator shall archive the content of the clinical TMF for at least 25 years after the end of the clinical trial.]
- k) In case the Investigator / Institution sub-contracts or outsource any services or activities covered under the trial including the diagnostic test or clinical procedure required by the protocol are being outsourced by Investigator /Institution at other facilities/ institutions then the same shall be done through the execution of proper documentation such as agreement / MOU, the copies where of shall be provided to LAMBDA.

**2.9** Investigator shall promptly report all SAEs to LAMBDA, Sponsor and Ethics Committee. The Investigator shall be responsible for reporting all such findings in the manner and in time frame as set out in the applicable provisions of ICH GCP and the applicable legislation i.e. within 24 hours of occurrence to LAMBDA, IEC and



Institution by Investigator; and further follow up reporting will be done as per the regulatory guidelines prescribed in New Drug Rules, 2019 to ethics committee and Regulatory Authority (DCGI) via first draft report. LAMBDA and/or Sponsor confirms an effective system for centralized tracking and notification to investigators and to applicable regulatory authorities of all findings that could adversely affect the safety of Clinical Trial subject, including, without limitation, all unexpected serious adverse drug reactions experienced by any subject taking part in the Clinical Trial at any site has been established. Notwithstanding anything in this Agreement to the contrary, the Investigator and the Institution shall always be free to disclose findings that could adversely affect the safety of Clinical Trial subjects to the Ethics Committees of participating sites, and appropriate regulatory authorities if they deemed necessary to protect the health of study participants, provided that Sponsor is copied on such reports.

- 2.10** The Investigator and the Institution shall indemnify, defend and hold harmless Lambda and the Sponsor against any and all claims arising out of or in connection with the performance of this agreement, Investigator's and / or his team's negligence or reckless or intentional misconduct, breach or failure to perform its duties, obligations and responsibilities under this agreement. Lambda will provide timely written notice for indemnity upon any third party claim being served upon Lambda / Sponsor. The Investigator shall while indemnifying and keeping harmless Lambda and Sponsor, have the right to defend the action, proceedings or claim at his own expenses including selection of counsel, control of the proceedings and settlement of the claim. Lambda shall cooperate and aid in such defense. In the event that the claim, proceeding, actions is asserted or initiated against Lambda. Lambda shall have the right to select and to obtain representation by separate counsel, at its own expense. Investigator may not settle or compromise a claim or suit without the express prior written approval of Lambda.
- 2.11** The Investigator/Institute shall ensure that all procedures defined in the Protocol are complied with, so that all data generated at the Trial Site are reliable and have been processed correctly and will ensure that the content of the e-CRFs will accurately reflect source documents.
- 2.12** The Investigator/Institute should follow the Good Document Practices for all the source documents generated at site by the investigator, research staff or any other associated member of the study team including local laboratory. The team needs to ensure all the essential documents either paper or electronic should have all the attributes like Accurate, Legible, Contemporaneous, Original, Attributable Complete, Consistent, Enduring and Available.



- 2.13** The Investigator/Institute shall take appropriate measures for the quality of the data generated at site & should be reviewed & authenticated by investigator periodically. Also, Investigator/Institute shall take corrective actions without delay for all issues reported by the Monitors, Auditors, or representatives of the Ethics Committee or any regulatory authority.
- 2.14** The Investigator is responsible for supporting LAMBDA in development of the Clinical Trial Report.
- 2.15** The Investigator & Institute should ensure to report & escalate any potential serious breaches to LAMBDA & Sponsor immediately within 24 hrs of duration of the occurrence.
- 2.16** The Investigator should ensure that all the data generated at the sites are under his/her control & ownership.

### **3. CRO responsibilities**

- 3.1** LAMBDA will and cause the Sponsor to adhere to ICH GCP, the Declaration of Helsinki, requirements new drug rules, 2019 of DCGI, and all applicable guidelines, laws and regulations for the conduct of the Clinical Trial.
- 3.2** LAMBDA confirms that the Sponsor has agreed to provide Lambda with the Compound and with guidelines and descriptions for the safe and proper handling, use, storage and disposal of the Compound for the use in the trial. Sponsor/Lambda will be responsible for shipment of drug supplies and investigational products to the PI or Site. The Compound is the property of Sponsor and is being provided only for the purposes of the performance of the Clinical Trial by the PI or by individuals working under his direct supervision at the Institution. The Compound shall not be used for any other research or study activities other than outlined in this Agreement.
- 3.3** LAMBDA and/or Sponsor is responsible for obtaining and maintaining all applicable government or regulatory approvals for the Clinical Trial in India before the Clinical Trial begins at the Institution. Development and improvement of the Protocol is the responsibility of LAMBDA and Sponsor.
- 3.4** LAMBDA on behalf of the Sponsor will provide the study-specific documents, e.g. Investigator Site File, Case Report Form, etc. to the Investigator before commencement of the Clinical Trial.
- 3.5** LAMBDA on behalf of the Sponsor will provide the Investigator with documentation, which describes the Compound being tested in the Clinical Trial and its known effects and safety information (e.g. Prescribing Information / Summary of Product Characteristics, an Investigator Brochure equivalent document). LAMBDA on behalf of Sponsor will, to the best of its knowledge; answer any questions the



Investigator or the Institution may have regarding the Protocol or the Compound being tested, whether such questions are asked before the commencement of the Clinical Trial or during its conduct. Sponsor is responsible for reporting of relevant new information regarding the investigational Compound.

- 3.6** LAMBDA will transfer on behalf of Sponsor the financial support to the Institution or Investigator according to the budget agreed by Sponsor, Investigator and the Institution as set out in Schedule B subject to the terms of this Agreement. No deviation will be made in the agreed budget without prior concurrence of the Lambda/Sponsor.
- 3.7** At the end of the study, LAMBDA shall ensure an independent investigator copy of the data (i.e. eCRF) provided to the investigator and should revoke investigator's further access to data eCRF system.
- 4. Performance standards of the work to be conducted by the Investigator**
- 4.1** The Investigator and/or the Institution shall use all reasonable endeavors to enroll at least **06-08 Eligible Patients 15 days**; minimum expected recruitment rate from the site is **06 patient in 15 days**. The parties may agree in writing to extend the time for recruitment of eligible patients if so desired. Recruitment period will be of **15 Days**; however recruitment will be competitive among participating sites hence the site may have recruitment period even less or more than specified.
- “Eligible Patients” is defined as those who fulfill inclusion and exclusion criteria specified in the Protocol which is verifiable from source documents.
- 4.2** In the event that the study is part of a multi-center trial, Sponsor may amend the number of Eligible Patients to be recruited as follows:
- a) if in the reasonable opinion of LAMBDA or Sponsor recruitment of Eligible Patients is proceeding at a rate below that required for the relevant timelines to be met, LAMBDA may by notice to the Investigator or the Institution require recruitment at the Site to cease and the terms of this Agreement shall relate to the number of patients that have been accepted for entry into the Study at the date of such notice; or
  - b) If recruitment of Eligible Patients is proceeding at a rate above that required meeting the relevant timelines, LAMBDA may, with the agreement of the Investigator or the Institution increase the number of patient to be recruited.
- 4.3** The Investigator or the Institution shall use all reasonable endeavors to comply with the time frames as agreed with LAMBDA.



- 4.4 The Investigator/ designee shall enter the visit data into the eCRF within 3 working days after completion of each subject visit.
- 4.5 The investigator/designee will resolve all data queries within 2 working days from the query generation.
- 4.6 The Investigator/ designee will address all the follow up/action items generated during site visits and resolve them within the specified timelines.
- 4.7 The Investigator shall participate in teleconference and meeting as required by LAMBDA or Sponsor to update the Compound information and to resolve issues, if any.
- 4.8 The Investigator shall strictly adhere to the SAE reporting timelines in accordance with requirement of Site SOPs, Ethics Committee SOPs, Indian GCP, ICH GCP, New Drugs and Clinical Trials Rules, 2019 and standard operating procedure ("SOP") of LAMBDA, whichever is most stringent.
- 4.9 In the event of change in the Principal Investigator after site initiation and before site closeout, the outgoing Principal Investigator and the Institute will ensure the following are facilitated up to 15 working days from the appointment of new PI;
- 4.9.1 Notification to Lambda / Sponsor
- 4.9.2 Notification to Ethics Committee and approval from Ethics Committee of the incoming Principal Investigator for the referenced study
- 4.9.3 Provide Lambda with the following documents:-
- 4.9.3.1 CDA signed by the incoming PI
  - 4.9.3.2 Signed and dated and updated CV/MRC of the incoming PI
  - 4.9.3.3 Protocol Investigator Signature Page signed by the incoming PI
  - 4.9.3.4 Investigators' Undertaking by the incoming PI
  - 4.9.3.5 Form 1572 signed by the incoming PI, where applicable
  - 4.9.3.6 Signed/ dated training log containing the Training on the Study Protocol of the incoming PI by the outgoing PI
  - 4.9.3.7 Once the training is complete, Updated Delegation log with addition of the incoming PI
  - 4.9.3.8 Signed and dated Clinical Trial Agreement with incoming PI
  - 4.9.3.9 Any other documents, as requested

## 5. Payment

Dr.Ravi B Nagarajaiah, B G  
Nagara  
Version 2.0 Dated 15 Jun 2020





5.1 In consideration of providing the service under this Agreement, LAMBDA / Sponsor agrees to pay in accordance with the provisions of this Agreement and the Payment Agreement as set out in Schedule B.

## 6. Period of the Agreement

6.1 This Agreement shall be effective as of the date executed by all the parties and shall continue in effect until the site is closed upon conclusion of the Clinical Trial and Clinical Trial Report are completed unless otherwise extended, renewed, or amended by mutual written consent or unless terminated earlier in accordance with Section 14 of this Agreement. The terms of this Agreement shall not be longer than fifteen (15) years from the date of commencement, [As per Article 58 of the Regulation new EMEA Requirement: 25 years “unless other Union law requires archiving for a longer period, the sponsor and the investigator shall archive the content of the clinical TMF for at least 25 years after the end of the clinical trial.]

6.2 However following matters shall survive even after expiry/termination of the agreement:

- a) Archival of study documents including source data as referred to in para 2.8 “J” and 15
- b) Reasonable access by monitors, auditors and regulatory authority to original study documents and source data and providing appropriate working conditions for monitors, auditors and regulatory authority to perform study-related monitoring, audit and inspection;
- c) Confidentiality obligations as per para 11

6.3 In case of early termination of trial at site, due to any clause, data and documents are to be archived at Site (PI’s /Institution /third party). This shall be discussed during the execution of CTA and should be clearly documented in the CTA. The said data must be archived for at least fifteen (15) years or for the period required by applicable regulatory authority following termination or conclusion of the study at the Site or such other facilities as agreed between Sponsor and the Investigator. Sponsor shall also keep all clinical trial data and documents according to the relevant regulatory requirements. In case of early close out/termination the validity of the agreement would remain for 5 years.

## 7. Data ownership / Intellectual property rights



- 7.1** LAMBDA, the Institution and the Investigator undertake to be bound by applicable privacy laws and regulations in relation to preservation, handling and the protection of personal data in the course of conduct of the trial and thereafter.
- 7.2** The Investigator undertakes to transfer all data, particulars, records, findings and reports concerning the Clinical Trial to Sponsor, LAMBDA, Ethics Committee, and the regulatory authority. In the event of any audit/inspection conducted by LAMBDA, the Sponsor, Ethics Committee and regulatory authority, the Investigator shall assist and facilitate such audit and will provide all information including information related to patient identification.
- 7.3** All data, results, findings, analysis, derived from the Study, all research, developments, creations, inventions or discoveries in all form whether tangible or intangible and howsoever recorded or memorized made in the course of result of the Clinical Trial will be the exclusive property of Sponsor only. Any disclosure, dissemination, transfer or providing an access thereto to LAMBDA, Ethics Committee, or regulatory authority shall not vest any right, title, interest of whatsoever nature and same shall belong and vest on Sponsor only for all purposes. LAMBDA, Ethics committee, Investigator and Institution shall do all acts, things and deeds as may be required to vest into or perfect the title thereto in favor of Sponsor.
- 7.4** The intellectual property rights whether owned or licensed to the Investigator / Institute prior to and after the date of this Agreement, other than intellectual property rights arising from the Clinical Trial is and shall remain the property of the Investigator / Institution.
- 7.5** For the sake of brevity, the intellectual property rights in all forms whether owned possessed or licensed to Sponsor prior to and after the date of this Agreement, including intellectual property rights arising from the Clinical Trial is and shall remain the property of Sponsor.
- 7.6** All intellectual property rights in the data and results derived from the Clinical Trial shall be the property of Sponsor and shall automatically stand assigned to Sponsor.
- 7.7** The Investigator/Institute is obliged to report any inventions or discoveries promptly to Sponsor and/or LAMBDA.
- 7.8** Investigator and Institute agree that Sponsor may utilize the data at its own discretion in compliance with the applicable data protection rules, including but not be limited to, submission to government regulatory authorities.



7.9 The Investigator and the Institution shall assist Sponsor in making any application for patent and shall execute, complete, deliver and perform any and all instruments necessary to make and obtain such registrations of patent in favor of Sponsor.

7.10 It would be the primary responsibility of the institution to maintain custody of study records and all other applicable study items in purview of the study protocol and this agreement, irrespective of the PI presence in the institution. Institution will allow regulatory authorities, sponsor and CRO to perform inspections of study data. In case the PI has to leave the institution, the PI should handover charge of the study to any other designee in form of document and forward all future communications received to institute pertaining to trial. PI is responsible to update CRO and / or sponsor for this change and all applicable communications, henceforth. Designee will execute all PI responsibilities, henceforth. In case of change in institution management, the institute will inform CRO and / or sponsor.

## 8. Publication

8.1 Study results are Sponsor's property and shall have all rights including Copyright thereto and no publication in any form can be made by Lambda, Institute and Investigator without the written approval of the sponsor.

## 9. Indemnity / Liability

9.1 In no event, shall LAMBDA, Sponsor, Investigator or Institution/Site be liable for any indirect, incidental, special, or consequential damages or lost profits arising under or as a result of this agreement (or the termination hereof).

9.2 In the event of a material error by Investigator/Institute in the performance of the Services, which renders the Services invalid or incomplete or not in conformity with agreed Protocol, Investigator/Institute agree to repeat and redo the functions, operations and Services contemplated under this Agreement at no additional expense to LAMBDA. If Lambda requests or Investigator/ Institute should reimburse the payment already made by Lambda. Lambda has the right to terminate the services of Investigator due to any breach of this agreement.

9.3 Sponsor (on behalf of LAMBDA) will indemnify the Investigator and/or Institution from any claims due to acts of omission or breach by Sponsor.

9.4 Sponsor (on behalf of LAMBDA) will indemnify liability arising from design or manufacture of the Compound, sale and use of the Compound following the Clinical Trial and injury to study subject directly attributable to Compound, which is jointly identified by a medical monitor/ Sponsor's medical expert and the Investigator.



- 9.5** The Investigator and/or the Institution will indemnify LAMBDA and Sponsor from any claims due to acts of negligence, omission or wrong by the Investigator or Institution.
- 9.6** The Investigator and/or the Institution are responsible and liable for conduct of the Clinical Trial at the Institution according to the Protocol and the Agreement.
- 9.7** Each party will notify other parties of any claim related to the Clinical Trial.
- 9.8** Sponsor (on behalf of LAMBDA) will cover medical expenses for the treatment of any SAE as identified by the Investigator, as long as required as per the opinion of investigator or till such time it is established that the injury is not related to, whichever is earlier, which arise from using the Compound and study procedures in accordance with the Protocol, to the extent not covered by any other insurance by patient and provided the patient did nothing to cause or contribute to the injury.

## **10. Compensation / Insurance**

- 10.1** Sponsor, LAMBDA and Investigator and / or the Institution shall maintain their respective insurance coverage for the Study / clinical trial in accordance with New Drugs and Clinical Trials Rules, 2019 and other applicable local laws.

## **11. Confidentiality**

- 11.1** For a period of 10 (ten) years from the effective date of this Agreement, Recipient shall not disclose the Discloser's Confidential Information to any third party. Recipient shall use the Confidential Information solely for purpose of the terms of the agreement, unless otherwise mutually agreed in writing. Upon request, Recipient shall return or destroy, at the Discloser's option, all Confidential Information, including any copies and extracts thereof, will immediately cease using such Confidential Information and shall deliver to the disclosing party all such Confidential Information including all copies, reproduction, facsimiles and any other tangible records of such information.
- 11.2** Notwithstanding the performance, or the discharge for whatever reason including breach of this Agreement, the provisions of this article shall remain in force for a period of 10 years from the date of execution of this Agreement but shall, thereafter, cease to apply provided that the expiry of such period shall not entitle Investigator or Institution to sell or otherwise dispose of, or otherwise turn to use for its own or another's advantage, any confidential information received during the conduct of projects covered by this Agreement.



- 11.3** The Investigator may only to the extent is, as far as necessary for the performance of its obligations under this Agreement, but not further or otherwise, disclose confidential information to study staff or to any relevant committee, that need to know the same to undertake and/or participate in this study. Investigator shall ensure that all persons shall be made aware of the relevant terms and conditions of this Agreement and shall agree to be bound by them.
- 11.4** The Investigator/institution shall not disclose or use any confidential information, which is provided by Sponsor or LAMBDA or generated by Investigator as a result of the Study, for any purpose other than the conduct of the Clinical Trial as outlined in the Protocol and this Agreement.
- 11.5** Confidential information shall remain the confidential and proprietary property of Sponsor, and shall only be disclosed to those who have a need to know the same. Where it is necessary to disclose any confidential information to any third party for the performance of this Agreement, a confidentiality agreement with the same terms and conditions as this Agreement shall be entered into with such third party.
- 11.6** Each party will keep an updated list of all individuals who have received the other parties' confidential information, together with their contact information and job title, and will provide the list if it is legally requested. All confidential information must be identified as confidential at the time of disclosure, preferably provided in writing. If the disclosure is verbally, visually, or otherwise (e.g. an X-ray, a visit to a site or lab), then the information must be summarized in writing within thirty (30) days after the disclosure and provided to the receiving party.
- 11.7** Confidential information shall not include any information which:
- a) is already in the public domain at the time of disclosure
  - b) becomes part of the public domain after receipt of the information through no fault of the Institution or the Investigator
  - c) was previously known to the Institution or the Investigator as evidenced by written documents
  - d) Is disclosed to the Institution/Investigator by a third party who has the right to disclose and who is not under a direct or indirect obligation of confidentiality to Sponsor.
  - e) Has been permitted to be disclosed by Sponsor.



- 11.8** All Confidential Information disclosed to a party under this Agreement will remain the property of the disclosing party (or the Sponsor, if such information was disclosed through LAMBDA) and may be re-called and withdrawn by the disclosing party at any time. Upon receipt of a written request from the disclosing party for return or destroy of such Confidential Information, the receiving party will immediately cease using such Confidential Information and shall deliver to the disclosing party all such Confidential Information including all copies, reproduction, facsimiles and any other tangible records of such information.
- 11.9** Any previous Confidentiality Agreement between Sponsor and/or LAMBDA and the Investigator or the Institution shall be superseded by the confidentiality obligations in this Agreement.

## **12. Privacy**

- 12.1** Sponsor, LAMBDA, the Investigator and the Institution will adhere to applicable privacy laws, regulations, and other standards.
- 12.2** The Investigator and Institute/Institution consents to LAMBDA and Sponsor and its affiliates collecting and/or otherwise processing personal data provided by or relating to the Investigator for purposes of any necessary sharing with regulatory authorities and for any use by Sponsor and its affiliates and their agents.
- 12.3** The Investigator and Institute consents to Sponsor or LAMBDA transferring such personal data to Sponsor's facilities, Sponsor's affiliated companies, regulatory authorities, and third party vendors that may be utilized in other countries. For such purposes, the Investigator and Institute acknowledge that such other countries may not provide the same level of data protection as the laws in India.
- 12.4** The Investigator and Institution will inform each study subject of the potential for disclosure of their personal or health information to Sponsor, Sponsor's affiliated companies, LAMBDA, the Ethics Committee, and the regulatory authorities and the measures being taken to ensure their privacy.

## **13. Independent Contractor**

- 13.1** Investigator is an independent contractor engaged by LAMBDA to perform the Services in accordance with the provisions of this Agreement, and the relationship hereby created is specifically governed by, limited to, and subject to all of the terms and conditions contained in this Agreement. The parties further agree that LAMBDA does not have the authority to hire or fire employees of the Investigator /



Institution, nor does LAMBDA determine the rate or method of pay of such employees. Additionally, nothing contained in this Agreement shall entitle Investigator/Institute to the right or authority to make any representation on behalf of LAMBDA or the Sponsor, bind LAMBDA or Sponsor to others in any manner, or use LAMBDA's / Sponsor's name or trademarks in any public disclosure, without LAMBDA's / Sponsor's prior written permission.

#### 14. Termination

LAMBDA on behalf of Sponsor retains the right to terminate this Agreement on Institution or Investigator's involvement in the Study for any reason with or without cause including but not limited to the following;

- a) Investigator or Institution fails to recruit desired patients within **90 days** of site initiation visit.
- b) The incidence and/or severity of adverse drug reactions in this or other studies with the Compound which in the opinion of Sponsor or Lambda indicate a potential health issue or hazard.
- c) Adherence to the Protocol is poor and/or data recording is inaccurate or incomplete.
- d) LAMBDA, the Principal Investigator and/or the Institution mutually agree to terminate this Agreement.
- e) The total number of patients required to be randomised is reached before the end of the recruitment period.
- f) The Sponsor of the Study mandates the termination of the Study for any reason, with or without cause.
- g) The appropriate Regulatory Agency mandates the termination of the Study.

In case of termination of the agreement without any default on the part of Investigator or Institution, except in the event of non-recruitment of patients by the Institution or Principal Investigator, LAMBDA shall reimburse the Institution or Principal Investigator on a pro rata basis of the number of visits completed by patients. Should the Institution or the Principal Investigator have already received payments in excess of the actual pro rated amounts due then that overpayment will be promptly remitted to LAMBDA by the Institution or Principal Investigator. Payments should be payable to LAMBDA. On termination / completion of trial or expiration of this Agreement all unused Investigational Product shall, either be returned to the Lambda Pharmacy / Sponsor or disposed of in accordance with the Protocol or the Sponsor's written Instructions.

#### 14.1 Consequences of Completion or Early Termination of the Trial:



- a) Upon completion of the Clinical Trial (whether prematurely or otherwise) the Principal Investigator and Sponsor shall co-operate in producing a report of the Clinical Trial detailing the methodology, results and containing an analysis of the and drawing appropriate conclusions.
- b) The Investigator/ Institute shall permit authorized representatives of the Ethics Committee and Competent Authorities to have access to, copy and verify information relating to the Clinical Trial, as required by and in accordance with applicable Law. Furthermore Sponsor and/or CRO acknowledges and agrees that the Institution executive management (or a local review board appointed by such management) will have the right to audit the performance of the Clinical Trial at the Trial Site. Institution acknowledges that the Clinical Trial is subject to inspection by regulatory authorities worldwide and that such inspections may occur after the completion of the Clinical Trial.
- c) On completion, termination of the Trial, following termination or expiration of this Agreement Investigator/ Institution shall immediately deliver to the LAMBDA/Sponsor all Confidential Information, except for copies to be retained in order to comply with Institution's archiving obligations or for evidential purposes. Furthermore the Site Parties shall immediately return and deliver to the Sponsor any equipment provided to them for the conduct of the trial at the site.
- Below listed equipment will be provided by LAMBDA/Sponsor to Principal Investigator/Institute at the time of SIV to effectively conduct of the study at site & same will be returned by Principal Investigator/Institute to LAMBDA on the day of Close out Visit.
1. Deep freezer -20 °C
- d) Upon notice of termination of trial or this Agreement, Investigator/Institution will not recruit and/or enroll additional Clinical Trial subjects, and will cooperate with the Sponsor in the orderly discontinuation of the Clinical Trial, including, without limitation, discontinuing Investigational Product as soon as medically appropriate, allowing Sponsor and/or CRO access to records and facilities as required for Clinical Trial close-out procedures at mutually agreed times, and requiring Principal Investigator to complete any actions required in compliance to ICH GCP and Local regulations by the role Principal Investigator.
- e) In all circumstances causing the early termination of trial and, LAMBDA shall confer with the Principal Investigator/ Institution and use their best endeavors to minimize any inconvenience or harm to Clinical Trial Subjects caused by the premature termination of the Clinical Trial. Parties (LAMBDA,



Investigator and Institution) agree that in case of early termination of this Agreement, they will in good faith make arrangements concerning the continuation of the treatment of the enrolled patients if such is in their medical best interest. Furthermore the Investigator and Institution shall ensure that the rights, safety and well-being of the trial subjects are protected in all circumstances.

#### 14.2 Termination of Trial/ Trial Agreement by Investigator or Institution:

- a) The Institution and/or the Principal Investigator shall notify the Sponsor and/or CRO if the Principal Investigator ceases to be associated with the Institution where the Clinical Trial will be conducted or if he/she is otherwise unavailable to continue as Principal Investigator, and Institution and/or Principal Investigator shall use all reasonable endeavors to find a qualified successor acceptable to the LAMBDA, subject to the Principal Investigator's overriding obligations in relation to Clinical Trial Subjects and individual patient care. In the event Principal Investigator is for whatever reason unable or unwilling to appoint a successor personally, the Institution will have the right to recommend a suitable successor and the Institution will make all possible efforts to appoint the successor/ PI to conduct the study.
- b) In case if the Institution is unable to carry out the ongoing trial for any reasons the Institution will make all the necessary arrangement to ensure that the enrolled trial patient can receive the best medical care, In case if the patients still want to continue in the study, they can be referred to the other Institution/ Investigator. In all such cases Institute/investigator will be responsible for the safety follow up and further medical care of the patients for the period as appropriate as per the study drug and the nature of the study. In case if the trial subject do not wish to continue with the trial at referred site and the site has to be closed data retention, patient safety and maintenance of study data for the required period as required by the applicable regulatory authority would be the responsibility of the Institution.

### 15. Record retention

15.1 The Investigator and/or the Institution shall provide Sponsor through LAMBDA any and all records and data in relation to the Clinical Trial in time and in full according to requirements of ICH GCP, Drugs and Clinical Trials Rules, 2019 and the Declaration of Helsinki, and all applicable guideline, laws and regulations.

15.2 The Investigator and/or the Institution, LAMBDA/CRO and Sponsor shall comply with all regulatory requirements relating to the retention of records and shall maintain all such records, and make them available for inspection, and shall allow



Sponsor and all applicable authorities in charge of the Clinical Trial to inspect such records. The Investigator and /or the Institution shall inform Sponsor in the event of relocation of trial site.

**15.3** The Investigator Site File containing the essential documents, case report forms, informed consent forms and any other source data/document (like patient medical records) must be archived for at least fifteen (15) years following completion of the study at third party location Lambda Clinical Services (LCS) recommended by LAMBDA. Sponsor shall also keep all clinical trial data and documents according to the relevant regulatory requirements.

**15.4** In the event that Sponsor removes the Clinical Trial records, Institution and/or Investigator may nevertheless retain a copy of Clinical Trial records (1) as required by law, regulation, regulatory guidelines or ICH GCP and (2) in order to ascertain and fulfill their obligations of confidentiality under this Agreement.

**15.5** In the event that the Investigator/Institute is to destroy the Site Investigator File or source data, the Investigator/Institute should inform LAMBDA prior to destruction to confirm it is acceptable for them to be destroyed.

## **16. Representation and Warranty**

**16.1** The Investigator and Institution represent and warrant that they have and will keep throughout the Clinical Trial study all such qualifications, approvals, permits, licenses and conditions as necessary for performance of the Clinical Trial hereunder as required by laws and regulations of India.

## **17. Laws and Jurisdiction**

**17.1** This Agreement shall be governed by and interpreted in accordance with the laws of India and the parties submit to exclusive jurisdiction of the courts at Ahmedabad.

## **18. Notice**

**18.1** All notices shall be delivered to the following addresses:

<b>CRO</b>	:	Lambda Therapeutic Research Ltd
Address	:	Plot No. 38, Survey no 388, Near Silver Oak Club, S.G. Highway, Gota, Ahmedabad 382481, Gujarat, India.
Telephone	:	+91-79 4020 2020
Fax	:	+91-79 4020 2021
Contact Person	:	<b>Mr. Naresh Khemani</b>



<b>Institution</b>	:	Adichunchanagiri University
Address	:	Clinical Research Centre, Adichunchanagiri Hospital & Research Centre, Clinical Research Centre, B G Nagara, Nagamangala Taluk, Mandya District, Karnataka – 571 448.
Contact Person	:	<b>Dr. Rajesh Venkataraman</b> <b>Head, Clinical Trial</b>
Telephone	:	<b>99800 38331</b>
Fax	:	<b>08234 287710</b>

<b>Investigator</b>	:	Dr.Ravi B Nagarajaiah
Address	:	Adichunchanagiri Hospital & Research Centre, B G Nagara, Nagamangala Taluk, Mandya District, Karnataka – 571 448
Telephone	:	<b>94483 23893</b>
Fax	:	<b>08234 287710</b>

**18.2** Either party should inform the other party of any change of the said addresses in writing within forty-eight (48) hours of the change.

**18.3** Any notice shall be deemed to be given: a) If sent by courier - on the day when the recipient signs for the notice; b) If sent by registered letter - at 9:00 am on the five (5) working day of dispatch; or c) If sent by telefacsimile - at 9:00 am on the second day of delivery.

**18.4** Any notice one party delivered to other parties, which concerns important issues such as claims or amendments under this Agreement should be signed by the legal representative or the authorized representative of the delivering party.

## **19. Miscellaneous**

**19.1** Any unsettled issues of this Agreement shall be negotiated and agreed upon in separate supplementary agreement signed by all parties. The supplementary agreement and Schedules of this Agreement which form an integral part of this Agreement and have the same legal effect as this Agreement.

**19.2** No party shall assign to any third party its rights and obligations hereunder without the prior written consent of the other parties except when Sponsor takes over some of the activities from Lambda. The Investigator and the Institution acknowledge that Lambda is acting as the agent of the Sponsor and hence in such case Sponsor will



get into the shoes of Lambda for all rights and obligations contemplated under this agreement as between Lambda on one side and Investigator and the Institution on the other side.

**19.3** This Agreement constitutes the entire agreement among the parties and supersedes all previous negotiations, discussions, understandings or agreements among the parties whether written oral.

**19.4** No amendment or modification to this Agreement shall be effective unless made in writing and signed by all the parties or their duly authorized representatives.

**19.5** All infrastructures provided by Lambda on behalf of Sponsor for the conduct of this clinical trial to the Institute/Investigator will be retrieved from the Institute/Investigator upon completion or termination of the trial.

**19.6** An inflationary price review can be addressed at a minimum of five years (60 consecutive months) from the date of Clinical Trial contract signature. The rate of inflation to be applied will be agreed by the Sponsor and the Institute at the time of the inflationary review and will be applied to all remaining Clinical Trial costs, excluding previously invoiced costs, for the duration of the Clinical Trial. The agreed inflation rate applied and resultant cost changes will be documented in a Clinical Trial Agreement amendment which all Parties of the original Clinical Trial Agreement will sign and subsequent invoices will reflect the agreed change(s).

**19.7** If SMO is involved in any study related activities, PI / Institution needs to provide the copy of valid and binding /Agreement specifying the role and responsibilities and indemnity etc. of each party to CRO prior to the execution of CTA. The agreement provided should have the clarity on the responsibilities of Investigator /Institute and SMO.

**20. Data Protection Laws and Guidance**

The Parties agree to comply with all Data Protection Laws and Guidance in Processing the Personal Data of Clinical Trial Subjects. AND when the Parties are acting as independent Controllers, to promptly and without undue delay, notify and inform the other Parties in the event of any Personal Data Breach that relates to Personal Data Processed for the purpose of the Clinical Trial

**20.1 Protection of Personal Data**

**A.** In the performance of the Services under this Agreement, all parties shall comply with all applicable laws and regulations, relating to data privacy, including but not limited to, Directive 95/46/EC and when applicable, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.



- B.** “Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- C.** Parties shall collect, use and disclose any Personal Data obtained in the course of performing this Agreement solely for the purposes of complying with the regulatory obligations. Parties shall use electronic, physical, and other safeguards appropriate to the nature of the information to prevent any use or disclosure of Personal Data other than as provided for by this Agreement. The Parties shall also take reasonable precautions to protect the Personal Data from alteration or destruction.
- D.** Processer shall notify Lambda within twenty four (24) hours of any accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, the Personal Data (“Security Breach”), and take immediate steps to rectify any Security Breach.
- E.** Processer shall indemnify Client for the loss, damages, compensations reasonable attorney fees, court costs resulting or arising from any third party claims due to failure to comply with applicable law or regulation by Service Provider.

## 20.2 Processing of Clinical Trial Subject Personal Data

- A.** For the purpose of the Data Protection Laws and Guidance, the Sponsor/CRO is the Controller and the Investigator & Institute are Processors of Personal Data Processed for the purpose of the Clinical Trial.
- B.** The Investigator/Institute’s Processing of Personal Data, as a Processor of the Sponsor/CRO, shall be governed by this Agreement, including the Protocol, which sets out the subject matter, duration, nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects, and obligations and rights of the Sponsor/CRO as Controller.
- C.** The Investigator/Institute is the Controller of Personal Data Processed for purposes other than the Clinical Trial, e.g. the provision of medical care.
- D.** The Investigator/Institute, in its role as Processor of the Personal Data agrees to only Process Personal Data for and on behalf of the Sponsor/CRO in accordance with the documented instructions of the Sponsor/CRO, including with regard to transfers of personal data to a third country or an international organisation. If the Investigator/Institute is required by law to otherwise Process the Personal Data, the Investigator/Institute shall notify the Sponsor/CRO before undertaking the Processing, or as soon as possible thereafter, unless such notification is prohibited on important grounds of public interest in accordance with GDPR
- E.** The Investigator/Institute agrees to comply with the obligations applicable to Processors as per the GDPR, as well as those additional obligations required by the Sponsor/CRO pursuant to this Agreement, including but not limited to the following:
- i.** implementing and maintaining appropriate technical and organisational security measures for Personal Data Processed in its systems,



- ii. ensuring that Personnel authorised to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality
  - iii. taking all measures required by GDPR in relation to the security of Processing
  - iv. subject to complying with the conditions described in GDPR for engaging another Processor
  - v. taking into account the nature of the Processing, assist the Sponsor/CRO, by appropriate technical and organisational measures, insofar as this is possible, to respond to requests for exercising Data Subjects' rights
  - vi. assisting the Controller, to ensure compliance with the obligations pursuant to GDPR taking into account the nature of the Processing and the information available to the Investigator/Institute
  - vii. maintaining a record to demonstrate compliance with this Clause and Data Protection Laws and Guidance, including the records required pursuant to GDPR
  - viii. in the event of any Personal Data Breach by the Investigator/Institute as a Processor of the Sponsor/CRO, the Investigator/Institute shall: (i) promptly and without undue delay following discovery of such Personal Data Breach, send written notice of the incident via e-mail to [CRO Mail ID]; (ii) not make any statements or notifications about the Personal Data Breach, as it relates to the Processing for the purpose of the Clinical Trial, to any individual affected by the incident, the public or any third party without (Sponsor/CRO's) prior written approval; and (iii) immediately take steps to investigate and mitigate the Personal Data Breach and reasonably cooperate with the Sponsor/CRO
  - ix. Personal data must be deleted or returned to the data controller after processing services have been completed
  - x. All information needed to demonstrate the data processor's compliance with these requirements must be made available to the data controller
- F.** The data processor must permit and contribute to audits conducted by the data controller
- G.** In furtherance of its obligations, the Investigator/Institute agrees that it will not engage another Processor for the purpose of the Clinical Trial without prior written authorisation from or on behalf of the Sponsor/CRO,
- H.** At the expiry or lapse of this Agreement, the Investigator/Institute shall, return all Personal Data to the Sponsor/CRO unless there is a legal requirement for retention and storage and/or where that Personal Data is held by the Investigator/Institute as Controller for its own purpose(s).
- I.** The Investigator/Institute will:
- i. ensure that its Personnel and the Principal Investigator, do not Process Personal Data except in accordance with the Protocol and this Agreement;
  - ii. take all reasonable steps to ensure the reliability and integrity of the Principal Investigator and any of its Personnel who have access to the Personal Data and will ensure that the Principal Investigator and the Personnel:
  - iii. are aware and comply with the Investigator/Institute's duties under this Clause (Data Protection);



- iv. are subject to mandatory training in their information governance responsibilities and have appropriate contracts, including sanctions, including for breach of confidence or misuse of Personal Data; and
  - v. are informed of the confidential nature of the Personal Data and understand their responsibilities for information governance, including their obligation to Process Personal Data securely and to only disseminate or disclose it for lawful and appropriate purposes.
- J.** The Investigator/Institute agrees to Provide the Sponsor/CRO with evidence of its compliance with the obligations set out in this Agreement, and at the Sponsor/CRO discretion and on reasonable notice, to allow the Sponsor/CRO or a third party appointed by the Sponsor/CRO, to audit the Investigator/Institute's compliance with the obligations described in this Agreement, complying with all relevant health and safety and security policies of the Investigator/Institute.
- K.** The Investigator/Institute, acting as the Sponsor's Processor, Processes Personal Data outside of the European Economic Area, the Investigator/Institute warrants that it does so in compliance with the Data Protection Legislation and Guidance.

### **20.3 Sharing of Personal Data and/or Clinical Trial Subject Pseudonymised Data**

- A.** The Investigator/Institute agree not to pass & disclose Personal Data or Pseudonymised Data of Clinical Trial Subjects provided under this Agreement to any person except its required or permitted by law or applicable guidance, or to any third party unless that third party is bound by contractual obligations at least as stringent as in this clause.
- B.** The Investigator/Institute agree to ensure persons Processing Personal Data and/or Pseudonymised Data of Clinical Trial Subjects under this Agreement are equipped to do so respectfully and safely. In particular:
- i. to ensure any such persons (excluding employees, honorary employees, researchers, consultants and sub-contractors of the Institute) who have appropriate contracts providing for personal accountability and sanctions for breach of confidence or misuse of data including deliberate or avoidable Personal Data Breaches & understand the responsibilities for information governance, including their obligation to Process Personal Data and/or Pseudonymised Data of Clinical Trial Subjects securely and to only disseminate or disclose for lawful and appropriate purposes;
- C.** The Investigator/Institute agree to proactively prevent Personal Data Breaches, and equivalent breaches relating to Pseudonymised Data of Clinical Trial Subjects, and to respond appropriately to incidents or near misses. In particular:
- i. to ensure that Personal Data and/or Pseudonymised Data of Clinical Trial Subjects are only accessible to persons who need it for the purposes of the Clinical Trial and to remove access as soon as reasonably possible once it is no longer needed;
  - ii. to ensure all access to Personal Data and/or Pseudonymised Data of Clinical Trial Subjects on IT systems Processed for Clinical Trial purposes can be attributed to individuals;



- iii. to review processes to identify and improve processes which have caused Personal Data Breaches or near misses, or which force persons Processing Personal Data and/or Pseudonymised Data of Clinical Trial Subjects to use workarounds which compromise data security;
- iv. to adopt measures to identify and resist cyber-attacks against services and to respond to relevant external security advice;
- v. to take action immediately following a Personal Data Breach or near miss.

**D.** The Investigator/Institute agree to ensure Personal Data and/or Pseudonymised Data of Clinical Trial Subjects are Processed using secure and up-to-date technology.

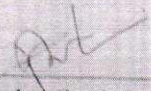
In particular:

- i. to ensure no unsupported operating systems, software or internet browsers are used to support the Processing of Personal Data and/or Pseudonymised Data of Clinical Trial Subjects for the purposes of the Clinical Trial;
- ii. to put in place a strategy for protecting relevant IT systems from cyber threats which is based on a proven cyber security framework;
- iii. to ensure IT suppliers are held accountable via contracts for protecting Personal Data and/or Pseudonymised Data of Clinical Trial Subjects they Process and for meetings all relevant information governance requirements.



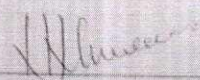
IN WITNESS hereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives and the Agreement shall come into effect on the latest date of signature.

**LAMBDA:**

Sign:   
Mr. Jitendra Soni, Sr. GM, CTM  
Lambda Therapeutic Research Ltd

Date: 25 Sep 2020

Witness:

Sign: 

Date: 25/Sep/2020

Witness Name : Mr. Naresh Khemani, General Manager, Finance & Purchase

Witness Address : Lambda Therapeutic Research Ltd.,  
Plot No. 38, Survey no 388, Near Silver Oak Club,  
S G Highway, Gota, Ahmedabad - 382481, Gujarat, India

Institute:

Sign: 

Date: 29/Sep/2020

Dr. Rajesh Venkataraman  
Head, Clinical Trial  
Adichunchanagiri University,  
Adichunchanagiri Hospital & Research Centre,  
B G Nagara, Nagamangala Taluk,  
Mandya District,  
Karnataka - 571 448

*Signatory authority can be but not limited to HOD, Board of directors/designee/Financial head of the institute, as per site SOP.*

Dr. Ravi H. Nagarajiah B. G.  
Nagara

Version 2.0 Dated 15 Jun 2020



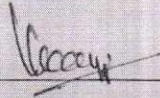


**Investigator:**

**ACKNOWLEDGMENT:** In signing below, I, the Investigator, acknowledge that there is no real or perceived conflict-of-interest in the execution of this clinical trial project (e.g. stock or equity in companies which manufacture products being tested in the clinical trial, or obligations or restrictions which will conflict with the performance of this Agreement). I hereby agree to act in accordance with all the terms and conditions of this Agreement and further agree to ensure that all participants in the clinical trial are informed of their obligations under such terms and conditions.

**Principal Investigator:**

Sign: \_\_\_\_\_



Date: \_\_\_\_\_

29-Sep-2020

**Dr. Ravi B Nagarajaiah**  
Adichunchanagiri Hospital & Research Centre,  
B G Nagara, Nagamangala Taluk,  
Mandya District,  
Karnataka - 571 448.

**Witness:**

Sign: \_\_\_\_\_



Date: \_\_\_\_\_

29-Sep-2020

**Dr. B G Sagar**  
Medical Superintendent  
Adichunchanagiri University,  
Adichunchanagiri Hospital & Research Centre,  
B G Nagara, Nagamangala Taluk,  
Mandya District,  
Karnataka - 571 448.



**Schedule A**

**Study Protocol**

**Protocol No: 0279-20**

**“A Prospective, Open-Label, Two-Arm, Parallel-Group, Randomized, Controlled, Multi-Centric Trial for Evaluation of Efficacy and Safety of COVID-19 Hyper-Immunoglobulin (Human) Solution in Participants with Active COVID-19”**



**Schedule B: Budget and Payment Agreement**  
**(I) Budget**

Visit Days	1		2 (Hospitalization 14 Days)					3		Total
	-2 to -1	Day 1	Day 2	Day 3	Day 5	Day 8	Day 11	Day 14	Day 28	
Type of Visit	Screening	Baseline/Randomization	Treatment period	Treatment period	Treatment period	Treatment period	Treatment period	Discharge from hospital	End of Study (EOS)	
PI / Sub-I Grant	5000	3000	2500	2500	3500	3500	2500	3500	4500	30500
Clinical Research Centre Fees (CRC)	2000	2000	2000	2000	2000	2000	2000	2000	2000	18000
Clinical Research Centre Fees (Nursing charges, Phlebotomists charges, Social workers and Research Administrative Cost etc. will be utilized from the Clinical Research Centre Fees.s)	2000	2000	2000	2000	2000	2000	2000	2000	2000	18000
IOH (25%)	2250	1750	1625	1625	1875	1875	1625	1875	2125	16625
Hematology (CBC with Hematocrit,ANC,ALC)	600							600	600	1800
Biochemistry (Test as per section 10.2 of protocol for baselines screening)	5500							5500	5500	16500
Urine Analysis	250							250	250	750
WBC with differential, absolute lymphocyte count, hemoglobin, platelets, creatinine, creatinine clearance, glucose, total bilirubin, ALT and AST			2500	2500	2500	2500	2500			12500
Procalcitonin	1200									1200
Serum Virology(HIV, HCV, HBsAg) and Pregnancy Test	1200								500	1700
Chest Imaging (If required to perform HRCT only)	4500									4500
12 Lead ECG	400	400	400	400	400	400	400	400	400	3600
Oropharyngeal or Nasopharyngeal swab for COVID-19 RT-PCR	3000			3000				3000		12000



Protocol: 0279-20

Clinical Trial Agreement  
(Tri-Partite)

25-Sep-2020

Biomarkers (CRP, IL6, D-dimer, Ferritin)		5000	5000	5000	5000	5000	20000
Immunoglobulin Sample collection		200	200	200	200	200	800
Patient Travel	1000	1000	1000	1000	1000	1000	7000
Administrative/stationary cost	500	500	500	500	500	500	4500
Visit Total	29400	15850	11525	20725	12775	21975	12525
						25825	19375
							169975

Note:

- All amounts in above budget are in INR
- Hospitalization Charges:** Total hospitalization for the patient would be bare by patients as per standard routine practice. As per the hospital protocol, the patient discharged on 10th day, after that study protocol have to pay for hospital admission charges for each patient.
- Archival:** Archival of the study documents would be done at the Lambda Clinical Services.
- Patient Travel:** The Patient Travel would be reimbursed on actual basis maximum up to INR 1500/- & only when original bills available for study team review.
- The lab cost is as per the tariff card provided by the site and mentioned above on each visit. If any additional safety lab required same will be paid on actual subject to prior approval from CRO/Sponsor.
- Due to COVID-19 study all the tests would be done in the local lab, except IGG/Antibody titer sample (analysis will be at central lab).
- Site will be credited with 50,000 INR as supportive advance (rolling amount) on or before SIV. Same will be adjusted in subsequent invoice raised by site.
- PI, CRC & Study Nurse Grant: This grant as follows; **Day 5:** for 2 days; **Day 8:** for 3 days; **Day 11:** for 3 days; **Day 14:** for 4 days including EOT charges with only activities related to vitals, lab parameters as specified in Schedule of Activities in protocol in case of hospitalization.



**(I) Payment Schedule**

The parties hereto agree as follow on the basis of the Clinical Trial Agreement:

- a) LAMBDA will pay a sum **Rs. 169975 (One Lakh Sixty Nine Thousand Nine Seventy Five only)**, for every complete and evaluable patient in accordance with the above payment or budget schedule after 30 days of receipt of original, correct/valid invoice. Whereas the TDS would be deducted on above payment, if applicable.
- b) A complete and evaluable patient is defined as follows:
- all procedures must be performed according to the protocol
  - a patient who meets the inclusion/exclusion criteria
  - all data are documented completely and accurately as per timelines mentioned in agreement sections above
- c) All payments will be on a *pro rata* basis as mentioned in budget above. For patients who do not complete the study period (early termination, drop-out, etc), the budget will be evaluated according to the number of visits completed as per protocol. If any investigation is not performed during a visit then an equivalent amount mentioned in the above budget will not be considered for payment. All payments will be made to the site after source data verification and CRFs review for completed visits
- d) Invoice will be generated/requested for payment on monthly basis according to the actual work performed. Invoice will be generated / requested according to days completed by patient as specified above.
- e) Any other parties designated by you (including Radiology, Local Laboratory & Cardiology, etc) will be managed and paid by you.
- f) The **Ethics Committee fees** are separate from per patient grant as mentioned in budget.
- g) Central Laboratory costs will be paid by the CRO/Sponsor.
- h) For Screen failure patients, the payment will be paid **ONLY** if the patient is screen failure based on results or reports of laboratory investigations, ECG, radiological investigation or in case patient withdrew consent. Payment for patients withdrawn before dosing on Day 1 will be paid for screening visit. Reimbursement for screen failures will be at the amount 50% of indicated on the screening visit of the schedule-B budget for PI grant, not to exceed One (1) screen failure(s) paid to four (4) subject(s) randomized and investigations on an actual for completed investigations of screening. Reimbursement for discontinued or early termination subjects will be prorated based on the number of confirmed completed visits.



- i) If patient was randomized in the study deviating from protocol inclusion and exclusion criteria (without waiver, if applicable) then payment will not be made for such wrong randomization and subsequent visits, however screening visit can be paid, if performed according to protocol.
- j) **Patient conveyance** is to be paid on actual basis by CRO/Sponsor as mentioned in the EC approved ICF. Sites to provide original conveyance bills following which payments will be released. Site also needs to maintain a conveyance payout log at the site for the CRA to verify. GST would be applicable extra as per prevailing rate. GST of Investigator Site detail is as follows (copy of the GST shall be attached).
- k) This includes payment of meals provided to patient and patient's relative (if applicable) during the study.
- l) The last amount payable will be considered as Final Payment. Final Payment will be paid after site close out visit. CRO/Sponsor will release payment in 30 days from the receipt of original and accurate invoice.
- m) Payment reconciliation will be made before the final payment to sites
- n) Above budget schedule include all the payment toward the clinical trial and no additional payment towards set-up, infrastructure, deep freezer, centrifuge, printer, laptop etc shall be made to SMO, Site or PI.
- o) Start-up cost will not be paid to the Institute, Investigator, SMO.
- p) Below listed instruments which are standardised/calibrated will be purchased by Principal Investigator/Institute before Site Initiation Visit (SIV), if required. Whereas the cost of instrument will be reimbursed by LAMBDA on actual bills provided by Principal Investigator/Institute within 30 days receipt of original and correct invoice. The cost, including GST, of these instrument & calibration should not exceed the following.

Instrument Name	Make & Model Details	Instrument Cost
Thermo Hygrometer	<b>Eurolab</b> (288ATH) Or <b>Mextech</b> (IT-202)	800/-
Data Logger with Cable	<b>Escort</b> (MP-OE-D-8-L )	8500/-

Also, it would be Principal Investigator/Institute responsibility to return all the instruments to Lambda as and when required/informed by Lambda. Instruments will be of Lambda ownership and site will be responsible for any damages. Damages if any will be deducted in Final payment to site.



**Method of payment**

Lambda on behalf of Sponsor shall pay the relevant cost and fees as set out in this Payment Agreement to following payee through NEFT/RTGS. Details of Payee are:

<b>Payment through wire transfer:</b>	
Name of Payee:	SACCP CLINICAL RESEA
Address of Payee:	Adichunchanagiri Hospital & Research Centre, Adichunchanagiri University B G Nagara, Nagamangala Taluk, Mandya District, Karnataka – 571 448
PAN / TAN Number:	AAAJA2708B
GST Number:	29 AAAJA2708B1ZU
Name of Beneficiary Account:	SACCP CLINICAL RESEA
Beneficiary's Account Number:	8610101031980
Bank Name:	CANARA BANK
Bank Address:	ADI-CHUNCHANAGIRI INSTT OF MEDICAL SCIEN Branch, BELLUR, KARNATAKA-571 448
IFSC:	CNRB0008610

**Note:** All the payments made to the payee are subject to Tax Deducted at Source (TDS) as per the applicable existing tax laws in the country. LAMBDA will deduct the tax at the time of making payments unless a valid Certificate from tax authority is made available. No payments by cheque will be done.

**(III) Per Patient Fee, Payment Schedule and Terms**

- As consideration for performance under the terms of this Agreement, the Sponsor will provide financial support for the trial that will be transferred by the LAMBDA on behalf of the Sponsor to the Investigator / Institute at the rate specified above per patient grant, for each Subject completing all Protocol specified treatments.

The "Per patient grant" is a fixed fee per patient which includes all costs and honoraria, including, but not limited to:

- all study related activities such as conduct of visits and CRF completion
- time and effort of investigators and other site staff
- study coordinator salary
- electricity expenses for use of equipment for study conduct
- procurement of any study related material
- site set-up and infrastructure



- all diagnostic tests and other investigations (e.g. ECG, Chest imaging, COVID-19 RT-PCR, Biomarkers (CRP, IL6, D-dimer, Ferritin), etc)
- housing/hospital stay (if applicable) and meals during housing for patient and patient's relative
- Phlebotomy expenses
- usage of internet while filling of eCRF
- miscellaneous (telephone, fax, courier, etc)
- all overhead or any incidental costs.

**Not included are (which are separate and in addition to per patient payment):**

- EC submission fee
  - AE related medical management
  - SAE related medical management and compensation as per DCGI's order
2. In the event that the LAMBDA/Sponsor requests that additional Subjects be enrolled in the Trial, the Trial Cost will be equal to the Per patient grant multiplied by the number of complete and evaluable Subjects.
  3. All payments to be made by the Sponsor under this Agreement will be done within 30 days following receipt of the corresponding original and accurate invoice (complete in all respects) from the Investigator to Sponsor through LAMBDA. All such payments will be made by wire transfer/NEFT/RTGS to the Institution/Investigator.
  4. As regards tasks that are not specifically itemized in this Agreement, payments will not be made without prior written approval of the activity by LAMBDA/Sponsor. These additional tasks will be submitted to LAMBDA/Sponsor in writing, with estimated completion dates and costs, if any. Any expenses not specified in this Agreement or any changes to the amounts mentioned in this agreement, will be communicated to LAMBDA/Sponsor and are subject to prior written approval by LAMBDA/Sponsor, which, in its turn, must obtain prior written approval from Sponsor.
  5. In the event that a randomized Subject is determined to be ineligible for the Trial, LAMBDA will decide, together with the Sponsor, if required, whether or not to pay to the Institution/Investigator the Per Subject Fee for such Trial Subjects. In the event that a Trial Subject withdraws voluntarily or is withdrawn from the Trial (a) by LAMBDA or (b) by the Investigator for any reason other than the Trial Subject failing to meet eligibility requirements for the Trial, then LAMBDA/Sponsor will pay the Institution/Investigator a prorated amount of the per patient grant through the date of such withdrawal. Further, if, at the completion of the Trial, Sponsor has advanced sums under the terms of this Agreement that exceed the adjusted Trial Cost, the Investigator/Institute will reimburse to Sponsor any amount by which amounts advanced by the Sponsor exceed the adjusted Trial Cost.
  6. The CRO/Sponsor may withhold all or part of any amounts in the event of:



- (1) failure of the Investigator/Institute to complete the services according to the Protocol;
- (2) failure to provide LAMBDA with requested documentation within specified timeframe;
- (3) Failure of the Investigator/Institute to comply with the terms of this Agreement.
- (4) Failure of the Investigator/Institute to comply with the applicable regulatory requirements

**Schedule C: Rate List**

Kindly attached "Rate List (Price List)" of all tests/procedure as would be performed at site per Protocol:

Sr. No.	Tests	Please tick (✓) Applicable for study
1.	Local Laboratory Charges	Included in schedule B
2.	ECG, RTPCR, Biomarkers	Included in schedule B
4.	Hospitalization/Day Care Charges	NA
5.	Institutional Overhead	25%
6.	Other if any special Investigation performed at site (i.e. COVID-19 RT-PCR)	Included in schedule B

**Note:** Please provide Rate list on Institute/Laboratory/Imaging Centre/Diagnostic Centre Letter Head only with Authorized personal date, signed & stamp





Clinical Trial Details (PDF Generation Date :- Mon, 07 Aug 2023 04:09:24 GMT)

<b>CTRI Number</b>	CTRI/2020/09/027903 [Registered on: 18/09/2020] - <b>Trial Registered Prospectively</b>		
<b>Last Modified On</b>	05/01/2021		
<b>Post Graduate Thesis</b>	No		
<b>Type of Trial</b>	Interventional		
<b>Type of Study</b>	Biological		
<b>Study Design</b>	Other		
<b>Public Title of Study</b>	Testing the efficacy and safety of a blood product COVID-19 Hyper-Immunoglobulin (Human) Solution in Participants with Active COVID-19		
<b>Scientific Title of Study</b>	A Prospective, Open-Label, Two-Arm, Parallel-Group, Randomized, Controlled, Multi-Centric Trial for Evaluation of Efficacy and Safety of COVID-19 Hyper-Immunoglobulin (Human) Solution in Participants with Active COVID-19		
<b>Secondary IDs if Any</b>	<b>Secondary ID</b>	<b>Identifier</b>	
	0279-20, Version 2.0, Dated: 28-Aug-2020	Protocol Number	
<b>Details of Principal Investigator or overall Trial Coordinator (multi-center study)</b>	<b>Details of Principal Investigator</b>		
	<b>Name</b>	Mr Prashant Modi	
	<b>Designation</b>	Sr. General Manager	
	<b>Affiliation</b>	Lambda Therapeutic Research Ltd	
	<b>Address</b>	Lambda House, Department of Project Management & Regulatory Affairs, Plot No. 38, Survey No. 388 Near Silver Oak Club, S. G. Highway, Gota Ahmadabad GUJARAT 382481 India	
	<b>Phone</b>	917940202375	
	<b>Fax</b>	07940202021	
	<b>Email</b>	prashantmodi@lambda-cro.com	
	<b>Details Contact Person (Scientific Query)</b>	<b>Details Contact Person (Scientific Query)</b>	
		<b>Name</b>	Dr Naman Shah
<b>Designation</b>		General Manager	
<b>Affiliation</b>		Lambda Therapeutic Research Ltd	
<b>Address</b>		Lambda House, Department of CTM Medical Services, Plot No. 38, Survey No. 388 Near Silver Oak Club, S. G. Highway, Gota Ahmadabad GUJARAT 382481 India	
<b>Phone</b>		07940202389	
<b>Fax</b>		07940202021	
<b>Email</b>		namanshah@lambda-cro.com	
<b>Details Contact Person (Public Query)</b>	<b>Details Contact Person (Public Query)</b>		
	<b>Name</b>	Mr Prashant Modi	
	<b>Designation</b>	Sr. General Manager	
	<b>Affiliation</b>	Lambda Therapeutic Research Ltd	
	<b>Address</b>	Lambda House, Department of Project Management & Regulatory Affairs, Plot No. 38, Survey No. 388 Near Silver Oak Club, S. G. Highway, Gota Ahmadabad GUJARAT	





	382481 India
<b>Phone</b>	917940202375
<b>Fax</b>	07940202021
<b>Email</b>	prashantmodi@lambda-cro.com
<b>Source of Monetary or Material Support</b>	<b>Source of Monetary or Material Support</b>
	> Intas Pharmaceuticals Limited, Corporate House, Nr. Sola Bridge, S.G. Highway, Thaltej, Ahmedabad- 380054, Gujarat, India.
<b>Primary Sponsor</b>	<b>Primary Sponsor Details</b>
<b>Name</b>	Intas Pharmaceuticals Limited
<b>Address</b>	Corporate House, Nr. Sola Bridge, S.G. Highway, Thaltej, Ahmedabad- 380054, Gujarat, India
<b>Type of Sponsor</b>	Pharmaceutical industry-Indian
<b>Details of Secondary Sponsor</b>	<b>Name</b>
	NIL
	<b>Address</b>
	NIL
<b>Countries of Recruitment</b>	<b>List of Countries</b>
	India
<b>Sites of Study</b>	<b>Name of Principal Investigator</b>
	<b>Name of Site</b>
	<b>Site Address</b>
	<b>Phone/Fax/Email</b>
	Dr Ravi Nagarajaiah
	Adichunchanagiri Hospital & Research Centre
	Department of Clinical Research, Room No.NA, B G Nagara, Nagamangala Taluk - 571448 Mandya KARNATAKA
	9448323893 ravibn972@yahoo.com
	Dr Amit Patel
	CIMS Hospital Pvt Ltd.
	Department of Clinical Research, Room No.NA, Opp. Panchamrut Bunglows, Nr. Shukan Mall, Off Science City Road, Sola- 380060 Ahmadabad GUJARAT
	9824310150 amit.patel@cimshospital.org
	Dr Deepak Namjoshi
	Criticare Hospital
	J Plot No 516, Besides SBI, Teli Gali, Andheri East, Mumbai - 400069 Mumbai MAHARASHTRA
	9320247247 investigatorresearch@rediffmail.com
	Dr Chirag Rathod
	GMERS Medical College & Hospital
	Department of Clinical Research, Room No.NA, Gotri Road, Gotri - 390021 Vadodara GUJARAT
	9164636137 GMERS.trials@spearmind.com
	Dr Rajesh Gosavi
	Government Medical College & Hospital, Dr. Rajesh Gosavi
	Department of Clinical Research, Room No.NA, Department of Radiation Therapy & Oncology, Government Medical College & Hospital, Medical College Square Road-
	9890225111 GOSAVIRV@hotmail.com





		440003 Nagpur MAHARASHTRA	
Dr Vinay Kumar	GSVM Medical College	Department of Clinical Research, Room No. NA, Post Graduate Department of Medicine, Swaroop Nagar -208002 Kanpur Nagar UTTAR PRADESH	8726555577 dr.vinayksachan@gmail.com
Dr Amit Shah	Metas Adventis Hospital	Department of Clinical Research, Room No. 13-B, Nondh No 0363 To 0365, RS No 21, Opp.Chowpati Road, Athwalines CITY - 395001 Surat GUJARAT	9824483868 dramitsshah@gmail.com
Dr Ambuj Garg	Sir Ganga Ram Hospital	Department of Clinical Research, Room No. NA, Sir Ganga Ram Hospital Marg, Rajinder Nagar, New-Delhi - 110060 New Delhi DELHI	9810092313 drambujgarg@gmail.com
Dr K Vengadkrishnan	Sri Ramachandra Institute of Higher Education and Research(Deemed to be University)	Department of Clinical Research, Room No. 1, Ramachandra Nagar, Porur, Chennai - 600116 Chennai TAMIL NADU	9840131997 drkvk1975@gmail.com
Dr Abhay Vispute	SRV Hospital	Dr. Mandikini Parihar Marg, Opposite Lokmanya Tilak Terminus, TilakNagar Chembur- 400089 Mumbai MAHARASHTRA	9223247247 surgician@gmail.com

**Details of Ethics Committee**

Name of Committee	Approval Status	Date of Approval	Is Independent Ethics Committee?
Ethics Committee - Metas Adventist Hospital, Dr. Amit Shah	Approved	20/09/2020	No
Ethics Committee of Care Institute of Medical Sciences, Dr. Amit Patel	Approved	15/09/2020	No
Ethics Committee, GSVM Medical College, Dr. Vinay Kumar	Approved	21/09/2020	No
Institutional Ethics Committee Department of Pharmacology, Government Medical	Approved	03/10/2020	No





College, Dr. Rajesh Gosavi			
Institutional Ethics Committee Adichunchanagiri University Adichunchanagiri Hospital & Research Centre, Dr Ravi Nagarajaiah	Approved	25/09/2020	No
Institutional Ethics Committee - SRIHER, Dr. K Vengadkrishnan	Approved	12/10/2020	No
Institutional Ethics Committee Centre for Research SRV Hospital(IECCRSRV), Dr Abhay Vispute	Approved	03/10/2020	No
Institutional Ethics Committee Centre for Research SRV Hospital(IECCRSRV), Dr Deepak Namjoshi	Approved	03/10/2020	No
Institutional Human Ethics Committee, GMERS Medical College & Hospital, Dr. Chirag Rathod	Approved	09/10/2020	No
Sir Ganga Ram Hospital Ethics Committee, Dr. Ambuj Garg	Approved	27/11/2020	No

**Regulatory Clearance Status from DCGI**

Status	Date
Approved/Obtained	25/08/2020

**Health Condition / Problems Studied**

Health Type	Condition
Patients	Coronavirus as the cause of diseases classified elsewhere

**Intervention / Comparator Agent**

Type	Name	Details
Intervention	COVID-19 Hyper-Immunoglobulin (Human) solution	Manufacturer- Intas Pharmaceuticals Limited; Dosage Level(s)- 30 mL as an intravenous injection on day 1 & 2 at the rate of not more than 0.5mL/kg/h; Route of Administration- Intravenous injection
Comparator Agent	Standard of care	Standard of care is the treatment algorithm/modalities to be given at discretion of the investigator as defined in the latest Guidelines on Clinical Management of COVID-19 issued by Ministry of Health and Family Welfare, Government of India

**Inclusion Criteria**

Inclusion Criteria
--------------------





<b>Age From</b>	18.00 Year(s)
<b>Age To</b>	65.00 Year(s)
<b>Gender</b>	Both
<b>Details</b>	<p>1&lt;br/&gt; Participant and/or legally acceptable representative must sign an ICF to participate in the study indicating that the participant understands the purpose of, and procedures required for the study as described in this protocol and is willing to and will be able to adhere to requirement of the protocol.&lt;br/&gt; 2&lt;br/&gt; Participant must be 18 to 65 years of age (both inclusive), at the time of signing the informed consent.&lt;br/&gt; 3&lt;br/&gt; Participants must have documented laboratory-confirmed SARS-CoV-2 infection as determined by reverse transcription- polymerase chain reaction (RT-PCR) in any specimen, within less than 72 hours prior to randomization;&lt;br/&gt; 4&lt;br/&gt; Participants with moderate or severe active COVID-19 (Clinical Management of COVID-19 Guidelines of MOHFW) at screening and baseline defined as&lt;br/&gt; a. Radiological evidence of pulmonary infiltrates or Clinical features such as dyspnea and/or hypoxia, fever, cough, AND&lt;br/&gt; b. SpO2 of less than 94 % on room air AND&lt;br/&gt; c. Respiratory rate of greater than or equal to 24 per minute&lt;br/&gt; 5&lt;br/&gt; A female participant is eligible to participate if she is not pregnant or breastfeeding, and at least one of the following conditions applies:&lt;br/&gt; a. Is not a woman of childbearing potential (WOCBP)&lt;br/&gt; OR&lt;br/&gt; b. Is a WOCBP and using an acceptable contraceptive method as described in Appendix 10.4 during the intervention period and at a minimum 30 days until after the last dose of study intervention. The investigator should evaluate the effectiveness of the contraceptive method in relationship to the first dose of study intervention.&lt;br/&gt; c. A WOCBP must have a negative highly sensitive pregnancy test [serum] within 4 days before the first dose of study intervention.&lt;br/&gt; d. Additional requirements for pregnancy testing during and after study intervention are in Appendix 10.2&lt;br/&gt; e. The investigator is responsible for review of medical history, menstrual history, and recent sexual activity to decrease the risk for inclusion of a woman with an early undetected pregnancy.&lt;br/&gt; 6&lt;br/&gt; Male participants are eligible to participate if they agree to the following during the intervention period and for at least 90 days after the last dose of study intervention:&lt;br/&gt; a. Must agree not to donate sperm for the purpose of reproduction&lt;br/&gt; PLUS&lt;br/&gt; b. Must agree to use contraception /barrier as detailed below&lt;br/&gt; i. a male participant must wear a condom when engaging in any activity that allows for passage of ejaculate to another person&lt;br/&gt; ii. Should also be advised of the benefit for a female partner to use a highly effective method of contraception described in Appendix 10.4 as a condom may break or leak when having sexual intercourse with a woman of childbearing potential who is not currently pregnant</p>

**Exclusion Criteria**

<b>Exclusion Criteria</b>	
<b>Details</b>	<p>1 Participant requiring invasive ventilation or having hemodynamic instability (MOHFW guideline) or multiple organ dysfunction/failure or evidence of bacterial superinfection (as defined by Procalcitonin level greater than or equal to 0.5 ?g/L or other applicable diagnostic parameters as per standard medical care) as per the independent clinical judgment of the Investigator at screening and /or baseline.</p> <p>2 Documented medical history of known allergies, hypersensitivity, or intolerance to intravenous immunoglobulin or other injectable form of IgG or blood products.</p> <p>3</p>





- Documented medical history of known IgA deficiency.
- 4  
Participants with a lifetime history of at least one thrombotic event including deep vein thrombosis, cerebrovascular accident, pulmonary embolism, transient ischemic attacks, or myocardial infarction.
- 5  
Participants who have received any blood products within 30 days prior to randomization.
- 6  
Participant with more than 5 days of COVID-19 specific hospitalization prior to the first administration of treatment at baseline.
- 7  
Participants who have more than 10 days between the onset of symptoms and the day of first administration of treatment at baseline.
- 8  
Pregnant or breastfeeding female participants.
- 9  
Currently receiving renal replacement therapy/dialysis OR Creatinine clearance less than 50 mL/min using the Cockcroft-Gault formula.
- 10  
Documented medical history of hepatitis B surface antigen (HBsAg) or hepatitis C antibody (anti-HCV) positive, or other clinically active liver disease, or tests positive for HBsAg or anti-HCV at Screening.
- 11  
Documented medical history of human immunodeficiency virus (HIV) antibody positive, or tests positive for HIV at Screening.
- 12  
Currently receiving or has received in the last 14 days, experimental immune modulators, and/or monoclonal antibody therapies
- 13  
Confirmed diagnosis of bacterial pneumonia or other active/uncontrolled fungal or viral infections at screening/baseline
- 14  
Participants who have received organ transplantation or major surgery in the past 6 months.
- 15  
Participants whose ALT/AST levels are 5 times higher than the normal upper limit and total bilirubin is 3 times higher than the upper limit of normal.
- 16  
Co-morbid systemic illnesses (uncontrolled diabetes, uncontrolled hypertension, cardiac disease, chronic lung disease, chronic kidney disease, immune-suppression and cancer or other severe concurrent disease) which, in the judgment of the investigator, would make the participant inappropriate for entry into this study or interfere significantly with the proper assessment of safety and toxicity of the prescribed treatment.
- 17  
Current participation in another interventional clinical trial (with an investigational drug) that is not an observational registry and have received an investigational intervention 30 days or 5 half-lives (whichever is longer) before the signing the consent.
- 18  
Participation in any other clinical trial of an experimental treatment for COVID-19.
- 19  
Any other clinical/social/ psychiatric condition for which, in the opinion of the investigator, participation would not be in the best interest of the participant (e.g. compromise the well-being) or that





	could prevent, limit, or confound the protocol-specified assessments. 20 Employee of the investigator or study site, with direct involvement in the proposed study or other studies under the direction of that investigator or study site.				
<b>Method of Generating Random Sequence</b>	Computer generated randomization				
<b>Method of Concealment</b>	Not Applicable				
<b>Blinding/Masking</b>	Open Label				
<b>Primary Outcome</b>	<table border="1"> <thead> <tr> <th>Outcome</th> <th>Timepoints</th> </tr> </thead> <tbody> <tr> <td>To compare the efficacy of treatment with COVID-19 Hyper-Immune-globulin (Human) plus standard of care versus only standard of care in participants with active COVID-19</td> <td>Mean change from Day 1 to Day 8 in clinical outcome of treatment with COVID-19 Hyper-Immune-globulin (Human) as compared to the control arm as assessed by 8-point ordinal scale</td> </tr> </tbody> </table>	Outcome	Timepoints	To compare the efficacy of treatment with COVID-19 Hyper-Immune-globulin (Human) plus standard of care versus only standard of care in participants with active COVID-19	Mean change from Day 1 to Day 8 in clinical outcome of treatment with COVID-19 Hyper-Immune-globulin (Human) as compared to the control arm as assessed by 8-point ordinal scale
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To compare the efficacy of treatment with COVID-19 Hyper-Immune-globulin (Human) plus standard of care versus only standard of care in participants with active COVID-19	Mean change from Day 1 to Day 8 in clinical outcome of treatment with COVID-19 Hyper-Immune-globulin (Human) as compared to the control arm as assessed by 8-point ordinal scale				
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<ul style="list-style-type: none"> <li>- To assess the efficacy parameters for the treatment with COVID-19 Hyper-Immune-globulin plus std of care versus only std of care in participants with active COVID-19.</li> <li>- To evaluate the antibody titers of the treatment with COVID-19 Hyper-Immune-globulin plus std of care versus only std of care in participants with active COVID-19.</li> <li>- To monitor the safety of treatment with COVID-19 Hyper-Immune-globulin plus std of care versus only std of care in participants with active COVID-19.</li> </ul>	<ul style="list-style-type: none"> <li>- Mean change from Day 1 to Day 3 and Day 14 in clinical outcome of treatment with COVID-19 Hyper-Immune-globulin (Human) as compared to the control arm as assessed by 8-point ordinal scale</li> <li>- Composite clinical outcome assessed by following up to 14 days</li> <li>- All-cause mortality at day 28</li> <li>- Time to resolution of following symptoms based on 5-point ordinal scale for up to 14 days- Shortness of Breath, Fatigue, Cough, Fever</li> </ul>				
<b>Target Sample Size</b>	<b>Total Sample Size=60</b> <b>Sample Size from India=60</b> <b>Final Enrollment numbers achieved (Total)=0</b> <b>Final Enrollment numbers achieved (India)=0</b>				
<b>Phase of Trial</b>	Phase 2				
<b>Date of First Enrollment (India)</b>	22/09/2020				
<b>Date of First Enrollment (Global)</b>	No Date Specified				
<b>Estimated Duration of Trial</b>	<b>Years=0</b> <b>Months=4</b> <b>Days=0</b>				
<b>Recruitment Status of Trial (Global)</b>	Not Applicable				
<b>Recruitment Status of Trial (India)</b>	Completed				
<b>Publication Details</b>	None (yet)				
<b>Brief Summary</b>	<p>Overall Design</p> <p>This is a prospective, open-label, two-arm, randomized, controlled, multi-centric trial for evaluation of efficacy and safety of COVID-19 Hyper-Immune-globulin (Human) solution manufactured by Intas Pharmaceuticals Ltd. In participants with active COVID-19.</p> <p>There will be 2 days of screening period followed by 28 days of study period (including 2 days</p>				





treatment period with study intervention). Participants will be randomized in 1:1 ratio in treatment arm (T) and control arm [R]. Participant will be randomized EITHER in treatment arm to receive COVID-19 Hyper-Immunoglobulin (Human) solution, 30 mL dose on day 1 & 2 (at the same time preferably) plus standard of care OR in control arm to receive only standard of care.

#### Brief Summary

The purpose of this study is to compare efficacy and safety of addition of COVID-19 Hyper-Immunoglobulin (Human) solution against standard of care.