

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

1. PI understands and acknowledges that in reviewing and approving investigation(s), neither IRC nor the individual members of IRC's IRB are assuring safety or freedom from injury for human subjects who participate in the Study. The PI is responsible for conduct of the activity.
2. Accordingly, PI agrees to hold harmless and to indemnify IRC and its IRB members against any claim, loss, liability, expense, cause of action or judgment by verdict, settlement or otherwise, including attorneys' fees, arising out of or related to the Study(ies). This includes but is not limited to any Claim by reason of any injury to or death of, any human subject who participates in the Study, whether based on alleged negligence of Individual, its investigators or any other person, strict liability, products liability or any other legal theory of liability. This indemnification shall not extend to any such matter which is based on the gross negligence or knowing misconduct of IRC or its IRB.
3. NOTICE: IRC shall promptly notify PI in writing upon obtaining actual knowledge of any claim as to which such indemnity may be sought. PI shall assume the defense of each indemnified claim or litigation resulting therefrom. The failure of IRC to give the required notice shall not relieve PI of its indemnification obligations except to the extent such failure resulted in actual detriment to Individual.
4. PI asserts that he or she is the holder of insurance sufficient and appropriate to cover this agreement.
5. SELECTION OF COUNSEL: Counsel selected by PI or insurer shall be approved by the IRC whose approval may not be withheld unreasonably.. If IRC rejects Counsel selected by PI or insurer, it must notify PI in writing within ten days of notice by PI, in which case PI's indemnification obligation shall cease. Absent timely rejection by IRC, Counsel selected by PI shall be deemed accepted.
6. CONTROL: The parties agree that PI or insurer shall, at all times, have the right to control the conduct of any defense or settlement of any claim for which indemnity is sought hereunder subject to the provisions in the next paragraph.
7. SETTLEMENT: IRC and the IRB members hereunder shall not enter into any settlement to any claim for which indemnification will be or has been sought hereunder without the prior written consent of PI. IRC and the indemnified parties shall have ten calendar days from notification by Individual to reject in writing any proposed settlement, such rejection shall cause PI's indemnification obligation to cease.

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- 8 This agreement applies only to the study _____
 This agreement applies to multiple studies from this Individual. _____
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INDIVIDUAL Name & Title _____
 Company _____
 Address _____
 City, State, Zip _____
 Signature _____ Date _____

