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|   | <h1>CGIRB® Indemnification Agreement</h1> | <p>Internal Use</p> |
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Re: Name of Sponsor/Company:
Protocol #:
Study Title:

1. (“Sponsor/Company”) agrees to defend, indemnify, and hold harmless The Copernicus Group Inc., its employees, agents, and independent contract personnel, and its independent review board and board members, (collectively referred to as “Copernicus Group IRB”), in connection with Copernicus Group IRB’s independent review board review activities from and against any and all losses, liabilities, claims, expenses, and judgments, including without limitation litigation costs and reasonable attorney’s fees, which losses, liabilities, claims, expenses, and/or judgments may be incurred or asserted, directly or indirectly, in relationship to or as arising from the Study(ies) noted below:

(i) for all studies sponsored by Sponsor/Company beginning on or after _____ (the “Studies”);

OR

(ii) for a single protocol and study: Protocol # _____ Study Title _____ (the “Study”)

2. However, Sponsor/Company will not indemnify Copernicus Group IRB in connection with losses, liabilities, claims, expenses, and/or judgments which are solely the result of Copernicus Group IRB’s negligence or willful misconduct in connection with its independent review board activities as determined by a court.

Sponsor/Company:

Signature _____ **Printed Name** _____

Title _____ **Date** _____

The Copernicus Group, Inc.

Signature _____ **Printed Name** _____

Title _____ **Date** _____