COLLABORATION AGREEMENT

FOR CLINICAL TRIAL

This Agreement (hereinafter referred to as the "**Agreement**") is made between:

Copenhagen Trial Unit, Centre for Clinical Intervention Research, Region Hovedstaden, Rigshospitalet, Blegdamsvej 9, 2100 Copenhagen, Denmark, scientifically represented by Prof. Janus Christian Jakobsen

hereinafter referred to as the "**Coordinating Investigator**";

And

Name: [ ]
Address: [ ]
VAT number: [ ]

hereinafter referred to as the "**Hospital**"

with

Name: [ ]

who is an employee of the Hospital acting on behalf of the Hospital in the performance of the Study hereinafter referred to as the "Site Principal Investigator".

The Hospital, Site Principal Investigator and the Coordinating Investigator are hereinafter individually referred to as a « **Party** » or collectively referred to as the « **Parties** ».

This Agreement is being entered into force on its last date of signature (hereafter the "**Effective Date**") and shall expire after completion of the Study.

WITNESSETH / BACKGROUND

WHEREAS, Coordinating Investigator has initiated a clinical trial (The SafeBoosC-IIIv) to assess the benefits and harms of monitoring of brain oxygenation (cerebral oximetry) in newborns receiving invasive mechanical ventilation within the first 28 days from birth.: "*Safeguarding the Brain of our smallest Children: SafeBoosC-IIIv randomised clinical trial"* ("**Study**"), bearing the protocol number 2.0 and dated 18.06.2024 including any subsequent amendments, and available at www.safeboosc.eu (the "**Protocol**").

The undersigned Parties have agreed upon the rights and obligations set forth below, which shall apply between them in connection with the performance of the Study, in accordance with the provisions of the Protocol.

NOW THEREFORE, in consideration of the undertakings and commitments set forth herein, the Parties agree to enter into the Agreement and hereto agree as follows.

1. COMPLIANCE

1.1 The Study shall be performed in accordance with the Protocol. A copy of which has been provided to the Site Principal Investigator, who will be responsible for submitting it for approval to the relevant Independent Ethic Committee (« **IEC** »).

1.2 In addition, the Study shall be performed in accordance with all applicable laws, rules and regulations, the Guideline for Good Clinical Practice of the International Conference on Harmonization (hereinafter the « **ICH – GCP** »), the principles laid down by the 18th World Medical Assembly (Helsinki, 1964) and all applicable amendments laid down by the World Medical Assemblies, and the specific study procedures provided by the Coordinating Investigator applicable for conducting the Study.

2. PATIENT RECRUITMENT

2.1 The planned number of patients or trial subjects that shall be included in the Site Principal Investigators neonatal intensive care unit ("**NICU**") is a minimum of 10 patients per year. The patient inclusion is competitive worldwide. The target of recruitment is 1610 patients initially and an additional 1400 patients will be recruited from the participating NICUs as a continuation or recruitment, if additional funding for the two-year follow-up study (see Protocol) is obtained. The Trial Steering Committee has the competence to reduce the number of required randomised patients per site.

3. TRIAL STEERING COMMITTEE

3.1 The Steering Committee will monitor the progress of Study on a regular basis. The Steering Committee shall meet (either in person, by conference call, video conferencing facility or by such other method as the Steering Committee agrees) quarterly or more often if necessary to review status of the Study, assess progress, determine if there are problems or risks to completion of work. Decisions will be taken by simple majority.

3.2 The Steering Committee is responsible for:

- the design of the Study Protocol
- provide guidance to Study execution
- overall quality of the study
- the setting of broad policy directions
- review of proposals for manuscripts and/or presentations for approval
- appoint writing committees
- the agendas for the Site Principal Investigator and Trial Steering Committee conference calls

3.3 The names of the Steering Committee Members are listed in the Protocol.

4. OBLIGATIONS OF THE SITE PRINCIPAL INVESTIGATOR

4.1 The Site Principal Investigator represents and warrants to the Coordinating Investigator that he/she:

- has the sufficient authority and competence to act as Site Principal Investigator,
- will not be prevented from performing the role as Site Principal Investigator due to other contractual obligations or other circumstances.
- possesses the specific experience and knowledge

- is not bound, at the date of signature of this Agreement, by any obligation or commitment to a third party that conflict with the terms of this Agreement and
- will not knowingly enter into any agreement with a third party that would in any way prevent him/her from participating in the Study or could conflict with the terms of this Agreement.

4.2 Site Principal Investigator has reviewed the Protocol for the Study and sufficient information regarding the Study to evaluate the Hospitals interest in participating in the Study and wish to participate in the Study.

4.3 The Site Principal Investigator shall perform and act with reasonable care and shall use his/her best efforts and shall possess a sufficient working knowledge to fulfill his/her obligations herein. The Site Principal Investigator shall oversee that the following obligations are fulfilled:

- Remain in equipoise during Study;
- Obtain ethical approval;
- Organise GCP monitoring;
- Ensure that patient insurance / indemnity if relevant is in order
- Let relevant clinical staff complete web-based training and certification.

5. FINANCIAL TERMS AND CONDITIONS

5.1 No financial compensation is foreseen for participating in this Study.

6. CONFIDENTIALITY

6.1 The parties agree that transparency and publicity are fundamental values in this Study, only limited by what is necessary to protect the privacy of personal data. Any personal data in respect of the Study Subjects shall be confidential and this confidentiality shall survive the termination of this Agreement indefinitely.

6.2 All information on the trial that does not include personal data, will be available at www.safeboosc.eu during and after the Study.

7. DATA PROTECTION

7.1 The data related to Subjects included in the trial, will be provided by the Site Principal Investigator to the Coordinating Investigator in a pseudo-anonymised way. The Subjects' personal data to which the Coordinating Investigator will have access, shall be treated by Coordinating Investigator in accordance with all applicable laws.

7.2 The Subjects' personal data collected by the Hospital and/or the Site Principal Investigator shall be treated by the Hospital and the Site Principal Investigator in compliance with all applicable laws and regulations.

7.3 The Site Principal Investigator's personal data, collected by the Coordinating Investigator, and where applicable, personal data of the Hospital's staff, shall be treated by the Coordinating Investigator in compliance with all applicable laws and regulations, including but not limited to the General Data Protection Regulation (EU) 2016/679.

7.4 The Parties acknowledge and agree that the Hospital is data controller of Personal Data collected and processed in connection with the treatment of patients, including both data collected as part of standard and protocol treatment (Hospital purpose).

7.5 The Hospital will after treatment of patients enter selected patient data to the eCRF in accordance with the Informed Consent.

7.6 In addition to patient data, the staff at the Hospital who will need access to the eCRF for data entry or monitoring purpose will also transfer names and email addresses to the Coordinating Investigator.

7.7 The Parties acknowledge and agree that the Hospital will remain separate data controller of all information collected and processed by the Hospital for the Hospital purpose, including for keeping copies of the Personal Data in accordance with the protocol.

7.8 The Parties acknowledge and agree that the Coordinating Investigator is data controller for the eCRF which will be used for the purposes of the Study (Controlling Investigator purpose).

7.9 The Parties acknowledge and agree that each Party is separately responsible for complying with applicable data protection law in its role as data controller.

8. PUBLICATIONS AND COMMUNICATIONS

8.1 Trial steering committee has the right to publish results of the Study.

8.2 As the Study is being conducted at multiple sites, each Party agrees that, consistent with scientific standards, first presentation or publication of the results of the Study shall be made only as part of a publication of the results obtained by all sites performing the Protocol.

8.3 Authorship will be determined according to the criteria set out in the Protocol.

8.4 The Hospital and Site Principal Investigator undertake not to make any publication or release (whether written or oral) of data/results collected, without the Trial Steering Committees prior written consent, being understood that the Trial Steering Committee will not unreasonably withhold its approval. The Trial Steering Committee has the right within 30 days to discuss the content and any conclusions drawn, before the abstract, paper or visual presentations are finalized, but the Hospital or the Site Principal Investigator has the right to determine the final contents at their own discretion, considering all reasonable comments made by the Trial Steering Committee.

8.5 However, if no multicenter publication has occurred within twelve (12) months following the completion of this Study at all sites, the Site Principal Investigator shall have the right to publish or present independently the data/results collected of this Study subject to the review procedure set forth in section 8.3.

9. PROPERTY RIGHTS

9.1 All information, documents, materials (hereinafter collectively "**Information**") provided by the Coordinating Investigator in relation to the Study will be the property of all the Hospitals who participate in this Study and in accordance with the general policy of the collaboration (see 6.1 and 6.2 in this agreement) be publicly available at www.safeboosc.eu.

9.2 The Parties may use all the results for ancillary Studies. All participating Hospitals are encouraged to organize ancillary studies drawing on SafeBoosC-IIIv data. Ancillary studies must not compromise the main trial and be approved by the Trial Steering Committee and publishing shall await the publishing of the SafeBoosC-IIIv results.

10. LIABILITY – INDEMNIFICATION – INSURANCE

10.1 The Site Principal Investigator and the Hospital shall maintain/take their own liability insurance policy or program of self-insurance.

10.2 The Coordinating Investigator is as a Danish government body self-insured for professional liability. Such insurance cover is sufficient, as required by applicable regulatory requirements, for claims arising due to the negligence of Coordinating Investigator against their responsibilities.

11. TERMINATION OF THE AGREEMENT

11.1 This Agreement will terminate in December 2029 as decided in the Protocol. The Parties can agree to extend this period, at the recommendation of the Steering Committee.

11.2 This Agreement may be terminated early:

(a) by joint decision of the Hospital and Site Principal Investigator upon thirty (30) days prior written notice if Site Principal Investigator for any reason becomes unable to perform or complete this Study;
(b) at the discretion of the Trial Steering Committee; or
(c) if a Party defaults in the performance of any of its material obligations hereunder, then the non-defaulting Party shall have the right to terminate this Agreement upon thirty (30) days' written notice, provided, however, that if the defaulting Party does cure the default during such notice period, this Agreement shall continue in full force and effect.

12. RECORD RETENTION

12.1 The Hospital shall retain and preserve one (1) copy only of the indentification file that link patient study numbers to personal identifiers and parental concent forms for the longest of those two time periods: fifteen (15) years or such longer period as required by applicable regulatory requirements (the "**Retention Period**").

12.2 Following the Retention Period, as instructed by the Coordinating Investigator, the Site Principal Investigator will either forward such records to the Coordinating Investigator at Coordinating Investigator's expense, retain such records for a reasonable additional charge to be negotiated, or destroy the records, and send to the Coordinating Investigator proof of such destruction. Patient files should be retained as per ICH-GCP requirements as defined in the Protocol and in compliance with local regulations.

12.3 Coordinating Investigator shall store the eCRF as defined in the Protocol and in compliance with local regulations.

13. MISCELLANEOUS

13.1 The Protocol, the Agreement and all other documents exchanged between the Parties constitutes the whole undertaking of the Parties. All appendices attached hereto shall be deemed to be incorporated herein. In the event, that there may be any inconsistency between this Agreement and the Protocol or any other documents exchanged between the Parties, this Agreement shall control, except with respect to medical or clinical matters for which the provisions of the Protocol shall take precedence.

13.2 Any work performed by the Site Principal Investigator under this Agreement shall be considered to be performed by him/her as an employee of the Hospital, and not as employees, partners or agents of the Coordinating Investigator. No Party shall have the authority, either express, implied or apparent, to bind the other Party, except to the extent that same may be consistent with the performance of that Party's obligations in accordance with the terms of this Agreement.

13.3 The Hospital and the Site Principal Investigator shall not be allowed to transfer totally or partially the obligations the Coordinating Investigator charged him/her with, nor to subcontract them without the prior written consent of the Coordinating Investigator. Such consent from the Coordinating Investigator will not relieve the Hospital and/or the Site Principal Investigator from any liability or obligation under this Agreement.

14. LAW AND VENUE

14.1 This Agreement shall be governed by the law of Denmark.

14.2 Any legal action, claim or other legal proceeding relating to the Protocol or patient treatment commenced by one party against another party, arising out of this Agreement, shall be commenced in the courts of the jurisdiction in which the responding party is situated; and for the purposes of such proceeding, this Agreement shall be governed by, and shall be interpreted, construed and enforced, in accordance with the laws of that same jurisdiction.

14.3 Prior to taking any legal action, the Parties shall endeavour to settle by amicable arrangement any disputes arising between them regarding this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf in two or more counterparts, each of which shall be deemed to be an original, as of the Effective Date.

This Agreement has been drawn up in 2 identical copies, of which the Hospital and the Coordinating Investigator have received one copy each.

The Hospital:

Signature:

Name:
Title:

Date:

Rigshospitalet

Signature:

Name: Berit Schwartz
Title: Head of Legal, Forskningsjura

Date:

ACKNOWLEDGEMENT

The Site Principal Investigator explicitly declares its consent to and undertakes to comply with his/her obligations pursuant to this Agreement.

The Site Principal Investigator:

Signature:

Name:
Title:

Date:

Copenhagen Trial Unit
Signature:

Name: Janus Christian Jakobsen
Title: Professor

Date: