



GLOBAL RANK TEAM, INC.

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Giving the Right TouchSM



Strategic Planning and Business Development Consulting

MEMBERSHIP – TERMS AND CONDITIONS

WHEREAS, SITE is a Health Care Practice and/or Research Site conducting Clinical Trials (“Studies”) and desires to obtain the services of Global Rank Team, Inc. (GRT), in obtaining new Studies conducted by Sponsors and Contract Research Organizations (CRO’s) for SITE;

WHEREAS, GRT, a Global Site Management Organization, is in the business of obtaining Studies conducted by Sponsors and Contract Research Organizations (CRO’s) for Investigators and Investigator Sites and wishes to obtain new Studies for SITE;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties hereto as follows:

A. Services

1. GRT shall obtain new Studies for SITE from Sponsors and Contract Research Organizations (CRO’s) in your medical specialty per information provided in the Investigator Profile submitted to GRT on an ongoing basis.

B. Term Of Agreement

1. One year from the date of joining. Non-renewal of annual membership shall terminate this Agreement.
NOTE: This Agreement shall not be fully recognized or become effective until GRT receives the following documents: Two (2) completed and signed original Annual Membership Application with payment mailed or couriered to GRT AND Investigator Site Profile including Curriculum Vitae in GRT format via email.

C. Relationship of the Parties

1. GRT and SITE are independent entities. Both parties agree that their relationship is that of independent contractor and not employer and employee.
2. Neither party shall have express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party by reason of this Agreement, except as provided in this Agreement.
3. It is understood that GRT and SITE shall exercise no control over the activities and operations of each other. GRT may obtain studies for other sites and SITE may obtain studies on its own or with the assistance of other resources.

D. GCP, ICH and CFR Compliance

1. SITE agrees to comply with all requirements of Good Clinical Practices (GCP), International Conference of Harmonization (ICH) and Code of Federal Regulations (CFR) and any and all applicable future regulations, requirements and writing promulgated thereunder.

E. Confidentiality

1. The parties hereto recognize and agree that due to the complex and competitive nature of the business, the confidentiality of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this Agreement, disclose to any third party any confidential information and all information or information relative to the work or the business of either parties without the written consent of either party. GRT agrees that it shall not during, or at any time after the termination of this Agreement, directly or indirectly disclose or use any Information for any reason whatsoever, without the prior written consent of SITE in each instance, provided that the following disclosures and uses shall be permitted hereunder:

- a. Information may be furnished to any licensing authority or government agency;
 - b. Information may be supplied pursuant to legal process; and
 - c. Information may be reviewed by GRT's accountants and professional advisors.
2. SITE shall not disclose to any third party any and all information about new studies received from GRT. SITE agrees to enter into a Confidential Disclosure Agreement (CDA) with GRT.

F. Regulatory Compliance

1. GRT and SITE each agree to comply with all requirements of the Health Insurance and Portability and Accountability Act ("HIPAA") or Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA") or other local regulatory body requirements, and any and all future regulations, requirements and writing promulgated thereunder. GRT agrees to enter into a Business Associate Agreement with SITE.

G. Indemnification

1. GRT and SITE shall hold each other harmless against any and all losses, claims, liabilities, damages and expenses of any nature, directly or indirectly arising out of any act or omission by GRT and SITE, its agents, directors, or employees.

H. Compensation

1. Annual Membership Dues (non-refundable) - One Thousand Fifty US Dollars (\$1,050 US Dollars) Per Year Per Investigator paid online with any major credit card or telecheck in any currency.

I. Termination Of Agreement

1. Non-renewal of annual membership shall terminate the membership.

(END OF MEMBERSHIP TERMS AND CONDITIONS)

CONFIDENTIAL DISCLOSURE AGREEMENT (CDA)

1. Confidential Information

- a. GRT (means GRT, Sponsors and Contract Research Organizations) proposes to disclose certain of its confidential and proprietary information ("Confidential Information") to SITE. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to SITE by GRT. Confidential Information disclosed orally shall be identified as such within ten (10) days of disclosure. Nothing herein shall require GRT to disclose any of its information.

2. SITE's Obligations

- a. SITE agrees that the Confidential Information is to be considered confidential and proprietary to GRT and SITE shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with GRT, and shall disclose it only to its officers, directors, or employees with a specific need to know. SITE will not disclose, publish or otherwise reveal any of the Confidential Information received from GRT to any other party whatsoever except with the specific prior written authorization of GRT.
- b. Confidential Information furnished in tangible form shall not be duplicated by SITE except for purposes of this Agreement. Upon the request of GRT, SITE shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At SITE's discretion, any documents or other media developed by the SITE containing Confidential Information may be destroyed by SITE. SITE shall provide a written certificate to GRT regarding destruction within ten (10) days thereafter.

3. Term

- a. The obligations of SITE herein shall be effective for a duration of ten (10) years from the date GRT last discloses any Confidential Information to SITE pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against SITE, nor by the rejection of any agreement between GRT and SITE, by a trustee of SITE in bankruptcy, or by the SITE as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. Other Information

- a. SITE shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by SITE; is rightfully received by SITE without obligations of confidentiality; or is developed by SITE without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to GRT along with the asserted grounds for disclosure.

5. No License

- a. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. SITE agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. No Publicity

- a. SITE agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with GRT.

7. Governing Law and Equitable Relief

- a. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Illinois and SITE consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. SITE agrees that in the event of any breach or threatened breach by SITE, GRT may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect GRT against any such breach or threatened breach.

8. Final Agreement

- a. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. No Assignment

- a. SITE may not assign this Agreement or any interest herein without GRT's express prior written consent.

10. Severability

- a. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices

- a. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services and shall be sent to the respective addresses given on page 1 above.

12. No Implied Waiver

- a. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. Headings

- a. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

(END OF CONFIDENTIAL DISCLOSURE AGREEMENT (CDA))

BUSINESS ASSOCIATE AGREEMENT (HIPAA)

The purpose of this Agreement is to comply with the business associate requirements of the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations," 45 CFR Part 160 and Part 164, Subparts A and E), contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (45 C.F.R. parts 142 and 160-164).

GRT and SITE have entered into this Agreement because GRT may receive and use Protected Health Information ("PHI") in the course of providing services for SITE. The Privacy Regulations require that SITE obtain written assurances from GRT that it will appropriately safeguard the PHI.

Now, therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

- a. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

2. General Permitted Uses and Disclosures, and Obligations of Business Associates

- a. GRT may use or disclose PHI to perform functions, activities, or legal services for, or on behalf of, SITE as specified in the Privacy Regulations, this Agreement and as otherwise required by law. GRT will not use or disclose PHI in a manner (i) inconsistent with SITE obligations under the Privacy Regulations, or (ii) that would violate the Privacy Regulations if disclosed or used in such a manner by SITE.
- b. GRT may use and disclose PHI for its own management and administration functions. PHI disclosed to GRT by SITE will be treated as confidential, and will be disclosed only upon the request of SITE or as otherwise required by law.

3. Safeguards for the Protection of PHI

- a. GRT will implement and maintain commercially appropriate security safeguards to ensure that PHI is not used or disclosed by GRT, its employees, agents or subcontractors in violation of this Agreement.
- b. GRT will not accept electronic PHI. Paper to paper faxes are not electronic PHI.

4. Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures

- a. GRT agrees to report in writing to SITE Privacy Officer any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.
- b. GRT agrees to mitigate, to the extent practicable, any harmful effect that is known to GRT of a use or disclosure of PHI by GRT in violation of the requirements of this Agreement.

5. Use by and Disclosure to Subcontractors, Agents, and Representatives

- a. GRT will require any subcontractor, agent, or other representative that is authorized to receive, use, or have access to PHI under this Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to GRT under this Agreement (the "Sub-contractor Agreements").

6. Individual Rights and Accounting of Disclosures

- a. SITE shall maintain a record of its disclosures of PHI to GRT. The record shall contain: (a) the name of the resident; (b) the date of disclosure; and (c) a brief description of the purpose of the disclosure.
- b. GRT shall document its disclosures of PHI and information related to such disclosures as required under the Privacy Regulations in order for SITE to respond to a request by an individual for an accounting of disclosures of PHI.
- c. As directed by SITE, GRT shall make available PHI to the individual in accordance with 45 C.F.R. Section 164.524.

7. **Audit, Inspection and Enforcement**

- a. GRT agrees to make its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from SITE, or created or received by GRT on behalf of SITE, available to SITE to monitor compliance with the Privacy Regulations. GRT will promptly correct any violation of the Privacy Regulations or this Agreement found by SITE, according to SITE guidelines, and will certify in writing that the correction has been made. SITE failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of SITE enforcement rights under this Agreement.

8. **Obligations of SITE to Inform Business Associate of Privacy Practices and Restrictions**

- a. SITE shall make its Notice of Privacy Practices available to GRT upon request, as well as any changes to such Notice.
- b. SITE shall notify GRT of any changes in, or revocation of, any Authorizations by individuals to use or disclose PHI, if such changes affect GRT's permitted or required uses and disclosures.
- c. SITE shall notify GRT of any restriction to the use or disclosure of PHI that SITE has agreed to in accordance with the Privacy Regulations, if the restriction affects GRT 's permitted or required uses and disclosures.

9. **Term and Termination**

- a. Term. This Agreement will become effective upon execution of this Agreement and will continue until terminated by either party in accordance with this Agreement.
- b. Termination for Cause. Upon SITE knowledge of a material breach of the Privacy Regulations or this Agreement by GRT, SITE may either:
 - (a) Provide an opportunity for GRT to cure the breach or;
 - (b) Immediately terminate the Agreement.
- c. Reporting Terminations for Cause. At SITE discretion, SITE may report the violation to the Secretary of Health and Human Services.
- d. Effect of Termination. GRT has determined that returning or destroying the PHI it receives pursuant to this Agreement is infeasible. GRT shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as GRT maintains such PHI.

10. **Miscellaneous**

- a. Regulatory References. A reference in this Agreement to the Privacy Regulations means the Privacy Regulations in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for SITE to comply with the requirements of the Privacy Regulations.
- c. Survival. The respective rights and obligations of GRT and SITE under items 3, 4, 5, 6, 7 and 9 of this Agreement will survive termination of the Agreement indefinitely regardless of the cause giving rise to termination.
- d. Waiver. A waiver of a breach of this Agreement shall not be deemed to be a waiver of a breach of any other provision of this Agreement, or of a future waiver of any subsequent breach of the same provision.
- e. Notices. Any notice to be given under this Agreement to a Party shall be made via Certified U.S. Mail, return receipt requested, commercial courier with receipt verification, or by hand delivery to such Party at its address given below or to such other address as shall be specified by the applicable party in the future and shall be sent to the respective addresses given on page 8 below.
- f. Entire Agreement. This Agreement constitutes the entire understanding among the parties with respect to its subject matter. If the terms of this Agreement are inconsistent with the terms of any present or future underlying service or sale agreement between the parties, the terms of this Agreement shall control.
- g. Interpretation. Any ambiguity in this Agreement shall be resolved to permit SITE to comply with the Privacy Regulations.

(END OF BUSINESS ASSOCIATE AGREEMENT (HIPAA))