CLINICAL STUDY SITE AGREEMENT

Clinical Study: Perpetual Observational Study of Acute Respiratory Infections presenting via Emergency Rooms and Other Acute Hospital Care Settings

Protocol: v2.2, 24 Feb 2023

Sponsor: University Medical Center Utrecht, Heidelberglaan 100, Utrecht 3584 CX, Netherlands

Funder: The ECRAID-Base consortium funded by the European Union's Horizon 2020 Research and Innovation programme, under the Grant Agreement number 965313

Target: 100

The undersigned,

A. THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD, located at the University Offices, Wellington Square, Oxford, OX1 2JD, United Kingdom (hereinafter referred to as "**Contracting Institution**")

and

A. The Azienda Ospedaliero Universitaria Policlinico Giovanni XXIII Bari , with registered office in Piazza Giulio Cesare n. 11, 70124 - Bari, P. IVA and C.F. 04846410720, legally represented by the General Director Dr.Antonio Sanguedolce (hereinafter referred to as "**Study Site**")

WHEREAS,

- the Parties each are involved in patient care, research and education;
- The Sponsor is the sponsor of the Study entitled "POS-ARI-ER: Perpetual Observational Study of Acute Respiratory Infections presenting via Emergency Rooms and Other Acute Hospital Care facilities" University Medical Center Utrecht, Heidelberglaan 100, Utrecht 3584 CX, Netherlands
- The Contracting Entity, acting in the name and on behalf of the Sponsor have entered into a separate agreement setting out the Contracting Institute's role in supporting the Clinical Study,
- Professor Sir Peter Horby, a researcher employed by Contracting Institution, is the chief investigator for the Clinical Study identified hereof;
- This Clinical Study is funded by ECRAID-Base consortium, the European Union's Horizon 2020 Research and Innovation programme, under the Grant Agreement number 965313 (hereinafter: the "**Funder**") under Funder's grant terms which are, in whole or in part, annexed hereto as Annex 4 if and to the extent applicable to Study Site;
- Sponsor has assigned certain of its responsibilities to Contracting Institution as further specified in the agreement between the parties including a power of attorney, annexed hereto as Annex 2;
- the Hygiene Operating University Unit (U.O.C.) of the Study Center, directed by Prof.ssa Cinzia Annatea Germinario has facilities and personnel with the requisite skills, experience, and knowledge required to support the performance of the Clinical Study by the Site Investigator;
- the Contracting Institution wishes to engage the Study Site and Site Investigator U.O.C. Hygiene University Center, Prof. Sivio Tafuri to perform part of the Clinical Study;
- and Site Investigator and Study Site, having reviewed the Protocol and relevant Clinical Study information, are willing to participate in the Clinical Study.

In consideration of the undertakings and commitments set forth herein, the Parties agree to enter into this Clinical Study Site Agreement.

1. DEFINITIONS

The following words and phrases have the following meanings:

a. "**Agreement**" means this agreement comprising its recitals, clauses, schedules and any annexes attached hereto, including the Protocol and including any written amendments to the Agreement agreed between the Parties;

b. "**Auditor**" means a person who is authorised by Contracting Institution, Sponsor and/or Funder to carry out a systematic review and independent examination of clinical study related activities and documents to determine whether the evaluated Clinical Study related activities were conducted, and the data were recorded, analysed and accurately reported according to the Protocol, (if applicable) the standard operating procedures of Sponsor and Contracting Institution, ICH-GCP and the applicable regulatory requirements;

c. "**Authorisation**" means the authorisation of a clinical study, or any protocol amendments;

d. "**Clinical Study**" means the investigation as defined in the cadre above, (also) to be conducted at the Study Site in accordance with the Protocol;

e. "**Clinical Study Subject**" means a person enrolled to participate in the Clinical Study;

f. "**Competent Authority**" means the authority appointed to evaluate the Clinical Study in accordance with applicable laws and regulations

g. "**Confidential Information**" means any and all information, data and material of any nature belonging or entrusted to a Party, or which is a trade secret, which such Party (the "**Disclosing Party**") may disclose in any form to the other Parties (each a "**Receiving Party**") pursuant to this Agreement, the release of which is likely to prejudice the interests of the Disclosing Party;

h. "**CRF**" means the case report form in a format prepared by Sponsor and documenting the administration of the Investigational Product (if applicable) to Clinical Study Subjects as well as all tests and observations related to the Clinical Study and "**eCRF**" means a CRF in electronic form;

i. "**Effective Date**" the date this Agreement comes into effect, being the date of the last Party's signature to this Agreement;

j. "**Ethics Committee**" means the accredited medical research ethics committee competent to review the Clinical Study in accordance with applicable Law, and to which the Protocol has been submitted for approval;

k. "**GDPR**" means 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 (General Data Protection Regulation);

l. **"ICF"** means the Informed Consent Form as approved by the Ethics Committee, in which the Clinical Study Subject consents to his participation in the Clinical Study, including a consent, as defined in article 4 paragraph 11 of the GDPR, regarding the

processing of the Clinical Study Subject's Personal Data which shall meet the requirements relating thereto of the GDPR;

m. "**ICH-GCP**" means the ICH Harmonised Tripartite Guideline for Good Clinical Practice (CPMP/ICH/135/95 together with such other good clinical practice requirements as are specified in applicable directives of the European Parliament and the Council relating to medicinal products for human use and in guidance published by the European Commission pursuant to such Directives;

n. "**Independent Committee**" means a committee such as a Data and Safety Monitoring Board ("DSMB"), which is a group of individuals with pertinent expertise that have oversight of and reviews on a regular basis accumulating data from one or more ongoing clinical studies and that advise Sponsor and Contracting Institution regarding the continuing safety of Clinical Study Subjects and those to be recruited to the Clinical Study, as well as the continuing validity and scientific merit of the Clinical Study;

o. "**Intellectual Property Rights**" means intellectual property rights including but not limited to patents, trade-marks, trade names, service marks, copyrights, rights in and to databases (including rights to prevent the extraction or reutilisation 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;

p. "**Know How**" means all technical and other information which is not in the public domain (other than as a result of a breach of confidence), including but not limited to information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, procedures, designs for experiments and tests and results of experimentation and testing, processes, specifications and techniques, laboratory records, manufacturing data and information contained in submissions to regulatory authorities, whether or not protected by Intellectual Property Rights;

q. "**Law**" means any international, European Union and local law and regulations, as well as generally accepted international conventions applicable to the performance of the Clinical Study. Such Law including but not limited to:
   - Directives of the European Parliament and the Council relating to medicinal products for human use and in guidance published by the European Commission pursuant to such Directives and any implementation in Study Site's national Law (if applicable)
   - the GDPR, and any applicable national implementing legislation,
   - the ICH-GCP,
   - the directives on "the assessment of Clinical Trial Agreements (2011)" and on "External Review 2012)" issued by the CCMO,
   - the Declaration of Helsinki, the most recent version,
   - and/or any successors of the above mentioned Laws.

r. "**Party**" means the Contracting Institution or the Study Site or, the Site Investigator, and "**Parties**" shall mean the two or all of them jointly;

s. "**Personal Data**" means personal data as defined in article 4(1) of the GDPR, i.e. any information relating to an identified or identifiable natural person, e.g. such information of a Clinical Study Subject;

t. "**Protocol**" means the document as defined in the cadre at the beginning of this Agreement, detailing all aspects of the Clinical Study, and for which Authorisation has been obtained, a copy of which is attached as Annex 1 to this Agreement. The Protocol includes all amendments thereto for which Authorisation has been obtained;

u. "**Research Staff**" means the person(s) who will undertake the conduct of the Clinical Study at the Study Site on behalf of the Site Investigator and under the supervision of the Site Investigator;

v. "**Samples**" means any human biological materials, including but not limited to blood, body tissue, plasma and any other material containing human cells;

w. "**Site Investigator**" means the person who will take primary responsibility for the conduct of the Clinical Study at the Study Site or any other person as may be agreed from time to time between the Parties as a replacement;

x. **"Site Parties"** mean the Study Site and Site Investigator jointly;

y. "**Study Monitor**" means one or more persons appointed by Contracting Institution to monitor compliance of the Clinical Study with ICH-GCP and the Protocol and to conduct source data verification;

z. "**Target**" means the estimated number of Clinical Study Subjects to be included in the Clinical Study as referred to in the cadre above.

2. OBLIGATIONS

2.1. The Parties agree to perform the Clinical Study in accordance with the Protocol, this Agreement and applicable Law.

2.2. The Parties represent and warrant that they each have the authority to enter into this Agreement. In case the Site Investigator is not a Party to this Agreement, Study Site shall ensure the performance of the tasks assigned to the Site Investigator under this Agreement and by no means will the Site Investigator be held liable hereunder in person in the event that he/she is not a Party to this Agreement. The Study Site will ensure the availability of and/or access to any resources necessary to perform the Clinical Study at the Study Site, facilities and Research Staff and support personnel, and the Study Site certifies that the Site Investigator holds the necessary registration and has the necessary qualifications, expertise and time to perform the Clinical Study.

2.3. The Study Site shall notify the Contracting Institution if the Site Investigator ceases to be associated with the Study Site where the Clinical Study will be conducted or if he/she is otherwise unavailable to continue as Site Investigator, and Study Site shall use all reasonable endeavours to find a qualified successor acceptable to the Contracting Institution and Sponsor. Replacement of the Site Investigator is subject to authorisation by the Ethics Committee. If subject to the foregoing no mutually acceptable replacement can be found, within reasonable time as not to hinder the safe continuation of the Clinical Study at the Study Site, and provided that

Contracting Institution and Sponsor will not unreasonably withhold its approval of the proposed replacement of Site Investigator, each Party may terminate this Agreement pursuant to clause 11.2.g below.

3. CLINICAL STUDY GOVERNANCE AND COMPLIANCE

3.1. The Contracting Institution shall be responsible for supporting the Sponsor in obtaining and maintaining Authorisation for the Clinical Study and (substantial) amendments to the Protocol.

3.2. In the event of any substantial amendments being made to the Protocol, the amendments shall be signed by the Site Investigator and shall be implemented after Authorisation and a favourable opinion of the Ethics Committee. The Site Investigator shall not consent to any change in the Protocol requested by the Ethics Committee or Competent Authority without the prior written consent of the Contracting Institution and Sponsor.

3.3. The Clinical Study shall be performed at the Study Site. The Site Investigator shall be responsible for obtaining permission from the representatives of the Study Site to perform the Clinical Study at the Study Site, which shall include the engagement of the Research Staff and, applicable, other operational units.

3.4. Contracting Institution shall be responsible for submitting the Clinical Study for listing on a free, publicly accessible clinical study registry on behalf of the Sponsor.

3.5. The Site Investigator shall submit CRF/eCRFs to Contracting Institution as outlined in the Protocol.

3.6. The Site Parties shall make and retain records regarding the Clinical Study as required by the Protocol, applicable Law, and in accordance with the Study Site's standard archiving procedures. Site Parties will retain such records for the minimum period of time required under applicable Law. If indicated by the Sponsor that such is reasonably required for regulatory purposes, Site Parties shall retain the records for a longer period of time, and to the extent applicable, at Contracting Institution's expense.

4. LIABILITIES, INDEMNIFICATION AND INSURANCE

4.1. Sponsor shall not arrange insurance cover in respect of its potential liability for damages to Clinical Study Subjects resulting from the Clinical Study in accordance with the requirements set out in the Applicable Law, unless this requirement is requested by the Ethics Committee, in which case the indemnification obligations of Sponsor under this clause 4 shall apply.

4.2. Subject to the limitations set out hereinafter, and without prejudice to clause 4.1 above, Sponsor, being the insurance holder as set out in clause 4.1 above, shall indemnify and hold harmless Study Site, its employees, the Site Investigator and the Research Staff (the "**Indemnitees**") against all claims, demands, actions or proceedings (to include any settlements or ex gratia payments made with the consent of the Parties hereto and reasonable legal and expert costs and expenses) made or brought (whether successfully or otherwise): (i) by or on behalf of any Clinical

Study Subject for personal injury or death arising out of the administration or use of the Investigational Product during or as a result of the Clinical Study, or (ii) of any clinical intervention or procedure provided for or required by the Protocol, to which the Clinical Study Subject would not have been exposed but for its participation in the Clinical Study.

4.3. Without prejudice to clause 4.1 above, Sponsor's indemnification and defence of the Indemnitees shall not apply to any claim or proceeding pursuant to clause 4.2, and Sponsor shall not be liable:

(a) to the extent that said personal injury (including death) is caused by any of the Indemnitees' failure to comply with this Agreement or the Protocol; or

(b) to the extent that said personal injury (including death) is caused by gross negligence, wilful recklessness or wilful conduct or wilful misconduct of any of the Indemnitees.

4.4. Parties shall keep each other reasonably informed of developments in relation to any such claim or proceeding. Parties will consult with each other on the nature of any defence to be advanced.

4.5. Parties will each give to the other such help as may reasonably be required for the efficient conduct and prompt handling of any claim or proceeding made or brought by or on behalf of Clinical Study Subjects (or their dependants).

4.6. Except in the event of intentional behaviour or gross negligence of a Party, in no event will a Party's liability towards the other Party include any indirect damages (indirect damages meaning: loss of profit, loss of revenue and loss of business opportunities).

4.7. The aggregate liability of the Site Parties for a claim or proceeding of Sponsor under this Agreement shall be limited to EUR 500.000, except and to the extent such claim or proceeding is made for damages caused by: **A)** gross negligence, wilful recklessness or wilful conduct or wilful misconduct of any of the Site Parties and cannot be so restricted or excluded by Law, or **B)** claims or proceedings between the Parties arising from the joint and several liability in connection with the joint controllership of the Parties under the GDPR as further laid down in clause 7 below.

4.8. Parties shall take out and/or maintain an insurance cover, or have a system of self-insurance in place, in amounts sufficient to cover their potential liability under this Agreement.

5. CLINICAL STUDY SUBJECT RECRUITMENT AND ENROLLMENT

5.1. The Site Parties shall use reasonable endeavours to recruit the Target of Clinical Study Subjects to the Clinical Study as indicated in the cadre above. Site Investigator shall make sure that the Clinical Study Subjects (and/or their legal representatives, if applicable) will, in accordance with applicable Law, be duly informed prior to their participation in the Clinical Study, in a language the Clinical Study Subjects

(and/or their legal representatives, if applicable) can fully understand on all aspects of the Clinical Study which are deemed relevant in their decision to participate, and give informed consent. Site Investigator shall inform each Clinical Study Subject of the collection, the use and the transfer of Personal Data and the Clinical Study Subjects rights in respect of such processing as set forth in articles 13 and 14 GDPR, as well as the essence of the arrangement between the Parties as joint controllers referred to in article 26 paragraph 1 GDPR.

5.2. If circumstances or events have occurred or will occur that will substantially delay or are likely to substantially delay the progress of recruitment or enrolment of the Clinical Study Subjects, the Site Investigator shall without undue delay inform Contracting Institution in writing. In each such event Parties shall discuss the consequences of the delay and each Party shall undertake reasonable endeavours to agree on measures to handle the delay.

5.3. In the event that the Clinical Study is a multi-centre clinical study, the Site Investigator acknowledges and agrees that recruitment may be competitive and Contracting Institution may stop further recruitment of Clinical Study Subjects at the Study Site when the recruitment target for all investigational sites for this Clinical Study has been met, even if the Study Site has not yet recruited the Target.

6. QUALITY ASSURANCE AND CONTROL

6.1. The Site Parties shall permit the Study Monitor, Auditor and any official with a legal right to inspect and access all relevant documentation and source data for monitoring of the progress of the Clinical Study, the proper collection and recording of Clinical Study data, the welfare of the Clinical Study Subjects, and altogether the good quality of the Clinical Study and compliance with applicable Law and, if applicable and communicated to the Site Parties in writing, Sponsor's and Contracting Institution's standard operating procedures. The Study Monitor and Auditor's access will be arranged at mutually convenient times and on reasonable notice with no additional costs for the Study Monitor, Auditor or Contracting Institution. The Study Monitor and Auditor will comply with all internal policies and regulations of the Site Parties during such inspection, to the extent these are sufficiently communicated to the Study Monitor or Auditor. For the avoidance of any doubt, Contracting Institution shall be responsible for the confidential handling of all Personal Data of Clinical Study Subjects and other patients which the Study Monitor or Auditor (where the Auditor is appointed by the Contracting Institution) comes across during their monitoring or auditing activities, and Sponsor shall be responsible for the confidential handling of all Personal Data of Clinical Study Subjects and other patients which any Auditor it has appointed comes across during the auditing activities.

6.2. Before the start of the monitoring or auditing visits, Contracting Institution shall provide the Site Parties with the name of the appointed Study Monitor or Auditor, including as notified to the Contracting Institution by the Sponsor and hereby warrants that such Study Monitor or Auditor appointed by the Contracting

Institution shall (where external to the Contracting Institution) timely sign a confidentiality statement regarding the above by means of a specific letter.

6.3. The Site Parties shall promptly inform the Sponsor and the Contracting Institution in writing of any intended or actual inspection, written enquiry and/or visit to the Site Parties by any regulatory authority in connection with the Clinical Study and forward to the Sponsor and Contracting Institution copies of any correspondence from any such regulatory authority relating to the Clinical Study. The Site Parties, unless expressly denied by the regulatory authorities, shall allow Contracting Institution's or Sponsor representatives to be present during any such visit.

6.4. The Site Parties shall take appropriate measures and/or corrective actions without delay as Sponsor or Contracting Institution may reasonably require in order to solve all problems found and reported by the Study Monitors, Auditor or officers from regulatory authorities or during an inspection under clause 6.2.

6.5. The Site Parties shall permit authorized representatives of the Ethics Committee and Competent Authorities to have access to and verify information relating to the Clinical Study, as required by and in accordance with applicable Law. Parties acknowledge that the Clinical Study is subject to inspection by regulatory authorities worldwide and that such inspections may occur after the completion of the Clinical Study.

6.6. It is expressly agreed between the Parties that:

a) Contracting Institution will not compensate the Site Investigator nor any member of the Research Staff for the assistance or guidance of representatives of the Ethics Committee, Competent Authority or other regulatory authority and

b) the assistance or guidance of Study Monitors or Contracting Institution's Auditors by the Site Investigator and the Research Staff shall not be compensated by Contracting Institution, unless expressly agreed otherwise in writing.

7. CONFIDENTIALITY AND DATA PROTECTION

Confidential Information

7.1. The Receiving Party shall ensure that only those of its officers and employees concerned with the carrying out of this Agreement have access to the Confidential Information of the Disclosing Party. The Receiving Party shall take all practicable steps to ensure that such persons abide by the same obligations of confidentiality as apply to the Receiving Party under this Agreement. The Receiving Party undertakes to treat as strictly confidential and not to disclose to any third party any Confidential Information of the Disclosing Party, except where disclosure is required by a regulatory authority or by law, in which case the Receiving Party shall inform the Disclosing Party in writing of such requirement and the information to be disclosed. Notification will be within a reasonable time prior to being required to make the disclosure or if such time is not available, immediately upon becoming known of the requirement to disclose Confidential Information. The Receiving Party

undertakes not to make use of any Confidential Information of the Disclosing Party, other than in accordance with this Agreement, without the prior written consent of the Disclosing Party. For purposes of this Agreement and subject to clause 10 (Publication and Authorship), the Clinical Study results generated by Site Parties as disclosed through the CRF shall be considered Confidential Information of Contracting Institution and Sponsor and this clause 7 shall not provide Site Parties the rights granted hereunder to the Disclosing Party, where it relates to such Clinical Study results owned by Contracting Institution and Sponsor.

7.2. The obligations of confidentiality and non-disclosure set out in clause 7.1 shall not apply to information which the Receiving Party can show by competent evidence:

a. is or becomes part of the public domain by any other means than a wrongful act or breach of this Agreement by the Receiving Party;
b. was or becomes in the Receiving Parties' lawful possession prior to the disclosure without restriction on disclosure;
c. has been independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party;
d. has been obtained by the Receiving Party from a third party without breach of a confidentiality obligation; or
e. is published in accordance with clause 10 hereof.

Medical confidentiality, data protection and data controlling

7.3. The Study Site and Contracting Institution/Sponsor are considered joint controllers for the processing of the Personal Data and will both handle all Personal Data in accordance with the GDPR 2016/679 and any other to the performance of the Clinical Study applicable laws or regulations covering the protection of Personal Data (collectively "**Data Protection Law**"). Parties, will fully cooperate with each other as joint controllers and shall take the necessary measures in order to comply with the Data Protection Law, such cooperation shall duly reflect the respective roles and relationships of the joint controllers vis-à-vis the Clinical Study Subjects as data subjects, in particular as regards the exercising of the rights of these data subjects and the Parties' respective duties to provide the information referred to in Articles 13 and 14 of the GDPR. Each joint controller shall maintain a record of processing activities under its responsibility.

7.4. The Study Centre and the Contracting Body/Sponsor qualify as independent data controllers pursuant to art. 4 paragraph 7) of the GDPR, therefore each Party shall be responsible for its own processing of Personal Data in accordance with all Data Protection Law and with the ICFs obtained from Clinical Study Subjects and to the extent applicable, Personal Data consents obtained from the Site Investigator and Research Staff.

7.5. Both Contracting Institution and Study Site shall implement appropriate technical and organizational measures to meet the requirements of the GDPR.

7.6. If any Party becomes aware of a Personal Data breach in connection with this Clinical Study or the performance of this Agreement, that Party shall promptly

notify the other Party/-ies, and, the Party that is the controller of the relevant Personal Data shall also document the Personal Data breach and report the breach to the applicable regulatory authorities. In such case, Parties will fully cooperate with each other in order to fulfil the (statutory) notification obligations timely. A Personal Data breach refers to: a personal data breach as defined in article 4 paragraph 12 GDPR and further determined by articles 33 and 34 of the GDPR.

7.7. Each Party agrees to co-operate with any competent supervisory authority and to allow such supervisory authority to audit each Party's compliance with the GDPR.

7.8. The Parties agree to adhere to the principles of medical confidentiality in relation to Clinical Study Subjects.

7.9. Contracting Institution shall provide an Ethics Committee approved ICF or a declaration of non-objection (if applicable), depending on the decision the Ethics Committee to Site Parties.

7.10. Contracting Institution acknowledges that Clinical Study Subjects – and/or their legal representatives on their behalf – may withdraw, in whole or in part, their initial informed consent. Site Investigator shall promptly notify Contracting Institution of any such withdrawal of the informed consent of a Clinical Study Subject, which may affect the use of such Clinical Study Subject's Personal Data under this Agreement. The Site Investigator will communicate with Contracting Institution on behalf of the Clinical Study Subject. However, the procedure followed upon such withdrawal of a Clinical Study Subject's consent will be according to the instructions, to the extent laid down in the Protocol and the ICF, and in accordance with the Applicable (Data Protection) Law.

7.11. Contracting Institution shall refrain from tracing and/or identifying any Clinical Study Subject, except where Contracting Institution is under a legal obligation to do so. In the event any Clinical Study Subject, for any other than aforementioned reason, becomes identifiable to Contracting Institution, Contracting Institution agrees to preserve, at all times, the confidentiality of information pertaining to such Clinical Study Subjects.

Site Investigator's (and Research Staff's) personal information

7.12. Where applicable, Contracting Institution shall inform the Site Investigator, and to the extent applicable other Research Staff involved in the Clinical Study as well, of the collection, the use and the transfer of his/her/their Personal Data and his/her/their rights in respect of such processing as set forth in articles 13 and 14 GDPR, as well as the essence of the arrangement between the Parties as joint controllers referred to in article 26 paragraph 1 GDPR. Site Parties agree to help Contracting Institution obtain any express consents, as may be necessary in accordance with applicable Data Protection Law from the Site Investigator, and to the extent applicable and necessary from other Research Staff involved in the Clinical Study as well, for any intended processing of his/her/their Personal Data by Contracting Institution and Sponsor.

8. INTELLECTUAL PROPERTY

8.1. All Intellectual Property Rights and Know How owned by or licensed to any of the Parties prior to and after the date of this Agreement, other than any Intellectual Property Rights and Know How arising from the Clinical Study, are and shall not be affected by this Agreement.

8.2. Sponsor and Contracting Institution shall own the Intellectual Property Rights and Know How arising from and directly relating to the Clinical Study and the Protocol, but excluding (1) any clinical procedure and improvements thereto that are clinical procedures of the Site Investigator or of Study Site (2) any patient medical records and (3) copyrights on work published by the Site Investigator in accordance with clause 10 hereinafter, which copyrights shall either vest in the Study Site or, if made by the Site Investigator and other authors, in the Study Site and the other co-author(s) in accordance with applicable copyright laws or as mutually agreed between the Parties, or shall vest in the publisher of such work upon the transfer of copyrights by the author(s).

8.3. The Site Investigator will promptly inform Contracting Institution of any invention or discovery arising from and directly relating to the Clinical Study, and Study Site hereby assigns rights in relation to all Intellectual Property Rights in relation to such invention or discovery, and will provide reasonable assistance to Sponsor and Contracting Institution in filing or prosecuting Intellectual Property Rights, at the expense of Sponsor and Contracting Institution.

8.4. Nothing in this clause 8 shall be construed so as to prevent or hinder the Site Parties from using the Know How generated during their conduct of the Clinical Study for their normal hospital, non-commercial research and education activities, to the extent such use does not result in the disclosure or misuse of Confidential Information or the infringement of any Intellectual Property Rights of Sponsor and Contracting Institution.

8.5. Sponsor has an agreement on Intellectual Property Rights with a Funder. This agreement shall prevail over this clause 8 in case of conflict. In such case, Sponsor shall be obliged to fully inform the Study Site on all relevant aspects of such agreement within reasonable time prior to the execution of this Agreement.

9. PUBLICITY

9.1. Contracting Institution will not use the logo or name of the Study Site, Site Investigator, nor of any member of the Research Staff, for promotional purposes, in any publicity, advertising or news release without the prior written approval on a case-by-case basis of the Study Site or Site Investigator, such approval not to be unreasonably withheld. The Study Site and Site Investigator will not, and will ensure that the Research Staff will not, use the name or logo of the Sponsor, Contracting Institution or of any of its employees for promotional purposes, in any publicity, advertising or news release without the prior written approval of the Sponsor or Contracting Institution on a case-by-case basis, such approval not to be unreasonably withheld.

9.2. The Site Parties will not issue and will ensure the Research Staff will not issue any information or statement to the press or public, including but not limited to advertisements for the enrolment of Clinical Study Subjects, without, where appropriate, the review and the issue of a favourable decision from the Ethics Committee and the prior written permission of the Sponsor and Contracting Institution.

10. PUBLICATION AND AUTHORSHIP

Principles and multi-centre publication

10.1. Contracting Institution and Sponsor, Study Site and the Site Investigator each acknowledge the importance of public disclosure/publication of information collected or generated as a result of or related to the Clinical Study, under the condition that public disclosure/publication takes place under the provisions of this clause 10.

10.2. Upon completion of the Clinical Study (whether prematurely or otherwise) the Site Investigator may co-operate in producing a report of the Clinical Study detailing the methodology, results and containing an analysis of the results and drawing appropriate conclusions.

10.3. As the Clinical Study is a multi-centre study, any publication based on the results obtained at the Study Site (or a group of sites) shall not be made before the first multi-centre publication or presentation, which shall be coordinated by Contracting Institution, unless otherwise agreed in writing by Sponsor, or as provided for in this clause 10. Notwithstanding the foregoing, if a multi-centre publication is not published within twelve (12) months after completion of the Clinical Study and lock of the Clinical Study database at all research sites that are part of the multi-centre Clinical Study or any earlier termination or abandonment of the Clinical Study, the Site Investigator and/or members of the Research Staff shall have the right to publish or present the methods and results of the Clinical Study in accordance with the provisions of this clause 10.

Publications by Site Investigator

10.4. Subject to clause 10.3 above, Contracting Institution agrees that the Site Investigator and/or members of the Research Staff shall be permitted to present at symposia, national or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of its own choosing, methods and results of the Clinical Study, subject to the terms of this clause 10 and of any publication policy described in the Protocol, provided any such policy does not obstruct publication unreasonably.

10.5. Material for public dissemination will be submitted to Contracting Institution for review at least thirty-five (35) days prior to submission for publication, public dissemination, or review by a publication committee. If Sponsor and Contracting

Institution does not respond within this period, Site Parties are free to proceed with the intended publication or presentation without further delay.

10.6. The Site Investigator and/or Research Staff agree that all reasonable scientific comments made by Sponsor and Contracting Institution in relation to a proposed publication or presentation shall be considered for incorporation into the publication or presentation only where necessary for the protection of the confidentiality of information, personal data and the protection of intellectual property, provided that this does not conflict with the reliability of the data, the rights, safety and well-being of patients..

10.7. During the period for review of a proposed publication referred to in clause 10.5 above, Contracting Institution shall be entitled to

a. make a reasoned request to the Site Investigator and/or Research Staff that publication be delayed for an additional period of sixty (60) days (following the thirty-five (35) day period referred to in clause 10.5 in order to enable the Contracting Institution or Sponsor to take steps to protect its proprietary information and/or information of personal data and/or Intellectual Property Rights and/or Know How and the Site Investigator and/or Research Staff shall not unreasonably withhold their consent to such a request; and

b. cause the Site Investigator and/or Research Staff to remove from the intended publication any Sponsor and Contracting Institution Confidential Information received by Site Investigator that does not constitute results of the Clinical Study.

Authorship and copyrights

10.8. Publications will be in accordance with international recognized scientific and ethical standards concerning publications and authorship, including the *Uniform Requirements for Manuscripts Submitted to Biomedical Journals*, established by the International Committee of Medical Journal Editors. Copyrights concerning publications of the Clinical Study remain with the authors of the publication, regardless of any other provisions regarding intellectual property rights.

11. TERM AND TERMINATION

11.1. This Agreement commences on the Effective Date and shall continue in force until the earlier of:

a. completion of the Clinical Study, close-out of the Study Site and completion of the obligations of the Parties under this Agreement; or

b. early termination in accordance with clauses 11.2 or 11.3 of this Agreement;

11.2 Each Party may terminate this Agreement upon written notice to the other Parties with immediate effect in the following events only:

a. if the approval by the Ethics Committee is not granted or irrevocably revoked;

b. if it can be reasonably assumed that the Clinical Study must be terminated in the interests of the health of the Clinical Study Subjects;

c. if it becomes apparent, following confirmation of the Ethics Committee or the Independent Committee, that continuation of the Clinical Study cannot serve a scientific purpose;
d. if Contracting Institution and/or the Study Site become or are declared insolvent or a petition in bankruptcy has been filed against it or if one of them is dissolved;
e. if circumstances beyond a Party's control occur that render continuation of the Clinical Study unreasonable as outlined in clause 13;
f. if one of the Parties fails to comply with the obligations arising from the Agreement and, if capable of remedy, is not remedied within 30 days after receipt of written notice from the other Party specifying the non-compliance and requiring its remedy, unless the severity of the failure to comply does not reasonably justify the premature termination of the Clinical Study; or
g. if the Site Investigator is no longer able (for whatever reason) to act as investigator for this Clinical Study and no mutually acceptable replacement has been found in accordance with clause 2.3.

11.3 Contracting Institution may terminate this Agreement upon written notification to the Site Investigator and the Study Site with immediate effect, in the following events: a) for lack of recruitment at the Study Site, in case the Clinical Study is conducted at one site only; or

b) in case of a multicentre study, if termination at the Study Site does not affect performance of the Protocol.

The foregoing provided however, that this clause 11.3a shall not apply and Contracting Institution shall have no right to terminate this Agreement if any Clinical Study Subject has signed the ICF, at the Study Site.

11.4 At close-out of the Study Site following termination or expiration of this Agreement the Site Investigator and the Study Site shall, upon first request, immediately return to Contracting Institution or destroy with confirmation thereof all Confidential Information provided by Contracting Institution in accordance with Contracting Institution's instructions, except for copies to be retained in order to comply with Site Parties' archiving obligations or for evidential purposes.

12. FINANCIAL PROVISIONS

12.1. Contracting Institution will provide reimbursement in support of the Clinical Study solely if and to the extent as set out in Annex 3 within 45 days after receipt of an invoice from the Study Site, including, when applicable, the rate of VAT in effect on the date of the invoice.

12.2. Site Parties shall responsible for providing correct and complete financial information on the invoice. The Parties shall ensure compliance with the Funding terms as set out in Annex 4.

12.3. In the event that amendments to the Protocol require changes to the financial arrangements, the Parties shall discuss the consequences and, following the Parties'

mutual agreement, the agreed amended financial arrangements shall be attached as an addendum to this Agreement.

13. FORCE MAJEURE

13.1 No Party shall be liable to the other Parties or shall be in default of its obligations hereunder if such default is the result of war, hostilities, terrorist activity, revolution, civil commotion, strike, and epidemic or because of any other cause beyond the reasonable control of the Party affected. The Party affected by such circumstances shall promptly notify the other Parties in writing when such circumstances cause a delay or failure in performance and where they cease to do so.

14. MISCELLANEOUS

14.1. A Party shall not have the right to assign this Agreement without the prior written approval of the other Party. Any approval by a Party of an assignment, transfer or encumbrance by the other Party shall not release the assigning Party of any of its obligations under this Agreement due up until such assignment. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective Parties and their successors and assignees. Study Site acknowledges that the sponsorship of the Clinical Study may be assigned to Stichting European Clinical Research Alliance on Infectious Disease (Ecraid) upon notification to Contracting Institution. Upon receipt of this notification, Contracting Institution shall inform Study Site about the assignment of sponsorship.

14.2. Site Party may not sub-contract the performance of all or any of their obligations under this Agreement without the prior written consent of Contracting Institution, such consent not to be unreasonably withheld or delayed. Any Party who so sub-contracts shall be responsible for the acts and omissions of its sub-contractors as though they were its own.

14.3. Nothing in this Agreement shall be construed as creating a joint venture, partnership or contract of employment between the Parties.

14.4. Should there be any inconsistency between the Protocol and the terms of this Agreement, or any other document incorporated therein, the Protocol shall prevail in case such inconsistency concerns clinical matters and the Agreement shall prevail the inconsistency concerns non-clinical matters. For the avoidance of doubt, Termination and Publication provisions of this Agreement shall always prevail above the Protocol.

14.5. The clauses 4 (Liabilities, Indemnification and Insurance); 6 (Quality Assurance and Control); 7.3-7.11 (Medical confidentiality, data protection and data controlling); 8 (Intellectual Property); 9 (Publicity); 10 (Publication and Authorship); 11.4 (Term and Termination); 12 (Financial Provisions); this clause 14.5 (Surviving Clauses); 14.6 (Governing Law); or other clauses contemplating performance after termination, shall survive termination or expiry of this Agreement. The provisions of clauses 7.1 and 7.2 (Confidential Information) shall remain in force for a period of five (5) years from the date of such termination or expiry.

14.6. This Agreement shall be exclusively governed by, and construed in all respects in accordance with the laws where the Study Site has its statuary seat without regard to any of its conflicts of laws rules. Any claims, controversies or disputes arising out of or in connection with this Agreement which cannot be settled amicably between the Parties, shall be subject to the exclusive jurisdiction of the competent court where the Study Site has its statuary seat.

14.7. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

14.8 This Agreement may be executed in both an English language version and and in a translated version in Italian for reference purposes and is signed electronically or digitally in accordance with applicable law. In the event of any conflict in interpretation between the English language version of this Agreement and version in Italian, the English language version shall prevail. The study site will carry an Italian sworn translation of the contract.

15. HUMAN SAMPLES

15.1 According to the Protocol, Human Samples (mucus sample taken with nasal-pharyngeal swab) (hereinafter "Samples") taken by the Subjects of the Clinical Study must be sent to the Contracting Institution/ Sponsor or other body indicated by the Contracting Institution (hereinafter referred to as " the Contracting Institution Designee") in anonymous form and their withdrawal must be indicated in the informed consent.

15.2 The Contracting Institution, and where applicable the Sponsor and/or the Contracting Institution Designee, shall have the right to store, transfer and use the Samples only in accordance with the applicable Law (concerning the protection of privacy), the Protocol and informed consent. The Parties to the Study Site shall immediately notify the Contracting Institution of any withdrawal or modification of the informed consent of a Clinical Study Subject that may affect the use of the Samples of that Clinical Study Subject under this Agreement. In this case, the Contracting Institution and/or the Contracting Institution Designee shall destroy (and in the event that the Samples have been transferred to the Sponsor, shall request the destruction to the Sponsor), with written confirmation of this, or return the Samples concerned, where necessary and possible.

15.3 Upon interruption or at the end of the Clinical Trial, and in any case at any time when it is no longer necessary for the Contracting Institution, or the Designated Contracting Institution Designee, to retain the Samples for the purposes defined in the informed consent, or in accordance with any applicable Law or regulation, the rest of the Samples held by the Contracting Institution, Sponsor or the Contracting Institution Designee will be returned to the Parties to the Study Site, or destroyed

by the Contracting Institution/Contracting Institution Designee as described in the Protocol and/or in the informed consent, providing then confirmation in writing. .

15.4 To avoid any doubt, the control of the Samples always remains with the Subjects of the Clinical Study from which they were taken, while the Study Site Parties and/or the Contracting Institution/Sponsor act as custodians of the Samples, as described in the Protocol.

15.5 The costs of storage and shipment of the Samples taken by the Subjects of the Clinical Study must be sent to the Contracting Institution/ Sponsor and/ or the Contracting Institution Designee with charges to be borne by the Contracting Institution. The Contracting Institution shall bear the costs of carrying out the examinations carried out on the Samples, as provided for in the study protocol.

Annexes

Annex 1: Protocol
Annex 2: Power of Attorney
Annex 3: Financial Provisions
Annex 4: Funding Conditions

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Signed on behalf of the **Contracting Institution**

Signature: DocuSigned by: Claire Prenter 3AAE042A774C4CB...
Name: Claire Prenter
Title: Research Contracts Lead

Date: 29 April 2024

Signed on behalf of the **Study Site**

ANTONIO SANGUEDOLCE
15.05.2024
10:19:48
GMT+01:00

Signature: .....
Name: Dr. Antonio Sanguedolce
Title: Managing Director

Date: .....

The undersigned Site Investigator hereby declares that he/she has read the above Agreement between the Parties and that he/she acknowledges the provisions of the Agreement relative to his/her role, responsibilities and duties concerning the Clinical Study.

Signed by the **Site Investigator:**

Signature: .....
Name: Silvio Tafuri
Title: University Professor - U.O.C. Hygiene
Date: .....

ANNEX 1

PROTOCOL

(*the most recent version of the Protocol has been incorporated by reference only*)

ANNEX 2

POWER OF ATTORNEY

The undersigned,
Universitair Medisch Centrum Utrecht a legal entity existing under the laws of the Netherlands and governed by public law by virtue of the Dutch law "Wet op het hoger onderwijs en wetenschappelijk onderzoek"('Higher Education and Academic Research Act'), with its Sponsor place of business at Heidelberglaan 100, 3584 CX, Utrecht, the Netherlands, duly represented by Justijn J. Gombert, MSc, Division Manager of the division Julius Center and Niek J. de Wit, MD, PhD, Chairman of the Division of the division Julius Center,
hereinafter referred to as the "**Sponsor**",

Hereby appoints:
The Chancellor, Masters and Scholars of the University of Oxford, whose administrative address is University Offices, Wellington Square, Oxford OX1 2JD
hereinafter referred to as the "**Contracting Institution**",

Sponsor and **Contracting** Institution are hereinafter referred as individually as "**Party**" and collectively the "**Parties**".

1. The **Contracting** Institution is designated by the Sponsor to be the Sponsor's lawful attorney in the Sponsor's name and on the Sponsor's behalf, to do or cause to be done by virtue of this power of attorney any legal acts, which in the bona fide opinion of the **Contracting** Institution are necessary for the purposes set out in this clause 1, all limited to the context of the "POS-ARI-ER: Perpetual Observational Study of Acute Respiratory Infections presenting via Emergency Rooms and Other Acute Hospital Care Settings" with the study protocol version 1.0 (15 August 2022) and any updated version thereof (the " Clinical **Study**").

2. The **Contracting** Institution agrees to perform the tasks relating to the POS-ARI ER Clinical Study following the terms and conditions set forth in the Clinical Study Agreement.

3. In performing legal acts pursuant to this power of attorney, the **Contracting** Institution may not act as a counter party to the Sponsor or act pursuant to a power of attorney granted to the **Contracting** Institution by a counter party to the Sponsor.

4. This power of attorney shall enter into force on the date it is signed and will remain valid until the completion or early termination of the Clinical Study, or end of the ECRAID-Base funding period.

5. This power of attorney shall be revoked in case the Clinical Study shall be transferred to another sponsor.

PAYMENT SCHEDULE

The Study Site will be paid by Contracting Institution per correctly included and fully evaluable patients retrospectively. The patient fee rates have been calculated based on the estimated hours required by the research Staff. Payments will be done in accordance to the payment schedule set forth below. The Contracting Institution will be responsible for making the payments to the Study Site.

	Payment	Amount	Tax	Occurrence	Prerequisite
A.	Start-up fee	€1.120,00	Excl. VAT, Incl. Overhead	Once	- if approval to start inclusion - after the 1st subject inclusion
B.	Patient fee	€68,25	Excl. VAT, Incl. Overhead	Per patient	-Applicable to included and fully evaluable subjects
C.	Sample collection	€35	Excl. VAT, Incl. Overhead	¼ of patients	- Applicable to included and fully evaluable subject and sample

A. Payment start-up fee

- The patient fee rates are based on the following estimation of the expected number of hours of a research Staff.

Item	Estimated hours	Description
Expected no. of patients enrolled (per site)	N/A	100 per year
Start-up fee	N/A	• Study set up in the hospital, including but not limited to obtaining study approval from hospital management if applicable, obtaining applicable regulatory approvals, providing requested documents required for the study start to the Contracting Institution; • Acknowledgement of the Protocol and attendance of applicable trainings (including but not limited to Site Initiation Visit (SIV).
Patient screening for eligibility	10 mins	*Screened patients who do not meet the inclusion criteria are not eligible for the patient fee.*
Informed Consent procedure and baseline data collection	40 mins	Providing information to the patient, initial patient registration in eCRF, collection of the baseline information.
Randomisation	5 mins	Including withdrawals, End of Study follow ups, final visits etc.
Patient enrolment	1hr	Completion of eCRF as described in the protocol

- Sites can invoice Contracting Institution € 1.120,00 after approval to start subject inclusion and after the first subject inclusion.

B. Payment for included study subjects

- A patient fee is paid per correctly included and fully evaluable subject enrolled in the study without an upper limit. The fee amount is based on length of subject's hospitalization. The following fees are applicable:
- Patient fee covers the following:
    - Informed Consent procedure
    - Data entry in eCRF from patient's medical file
- Invoices must be sent on a quarterly basis from the approval to start patient inclusion until the end of subject recruitment, or when the contract is ended.
- Invoices must be addressed to POS-ARI-ER Study Team
- VAT Number GB 125 5067 30
- E-Mail pos-ari-er@ndm.ox.ac.uk

- **Sample collection:**
  The tariff covers collection and storage activities.
  The shipment will be organized from the Contracting Agency with burdens to load of the same one.

Invoices have to be sent to Contracting Institution by Study Site using their own invoice format

Payments will be made to :	Azienda Ospedaliero – Universitaria Consorziale Policlinico di Bari
Reference:	Unità Operativa Semplice Affari Generali E-mail francesca.gialo@policlinico.ba.it
Account name:	Azienda Ospedaliero - Universitaria Consorziale Policlinico di Bari
Bank:	Banca Popolare Pugliese
IBAN:	IBAN IT10D0526279748T20990000520
BIC/SWIFT code:	BIC/SWIFT BPPUIT33

ANNEX 4

FUNDING CONDITIONS

To the extent applicable with respect to the activities to be performed under the Agreement, the following conditions derived from the Grant Agreement are relevant for organisations contracted for the Clinical Trial:

Relevant sections from the ECRAID-Base Grant Agreement number 965313 apply:

- Article 13 - IMPLEMENTATION OF ACTION TASKS BY SUBCONTRACTORS
- Article 17 - GENERAL OBLIGATION TO INFORM
- Article 18 - KEEPING RECORDS — SUPPORTING DOCUMENTATION
- Article 19 - SUBMISSION OF DELIVERABLES
- Article 20 - REPORTING — PAYMENT REQUESTS
- Article 22 - CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS
- Article 23a - MANAGEMENT OF INTELLECTUAL PROPERTY
- Article 24 - AGREEMENT ON BACKGROUND
- Article 25 - ACCESS RIGHTS TO BACKGROUND
- Article 26 - OWNERSHIP OF RESULTS
- Article 27 - PROTECTION OF RESULTS — VISIBILITY OF EU FUNDING
- Article 28 - EXPLOITATION OF RESULTS
- Article 29 - DISSEMINATION OF RESULTS — OPEN ACCESS — VISIBILITY OF EU FUNDING
- Article 30 - TRANSFER AND LICENSING OF RESULTS
- Article 31 - ACCESS RIGHTS TO RESULTS
- Article 32 - RECRUITMENT AND WORKING CONDITIONS FOR RESEARCHERS
- Article 33 - GENDER EQUALITY
- Article 34 - ETHICS AND RESEARCH INTEGRITY
- Article 35 - CONFLICT OF INTERESTS
- Article 36 - CONFIDENTIALITY
- Article 38 - PROMOTING THE ACTION — VISIBILITY OF EU FUNDING
- Article 39 - PROCESSING OF PERSONAL DATA
- Article 52 - COMMUNICATION BETWEEN THE PARTIES
- Article 53 - INTERPRETATION OF THE AGREEMENT
- Article 54 - CALCULATION OF PERIODS, DATES AND DEADLINES
- Article 55 - AMENDMENTS TO THE AGREEMENT
- Article 56 - ACCESSION TO THE AGREEMENT
- Article 57 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES
- Article 58 - ENTRY INTO FORCE OF THE AGREEMENT