[redacted]

AGREEMENT FOR THE PERFORMANCE OF THE TRIAL

EU RESPONSE - DisCoVeRy

Project ID: EudraCT-2020-000936-23

INVOLVING

European Clinical Research Infrastructure Network (ECRIN-ERIC)

[redacted]

Hereinafter referred to as "ECRIN"

and

FUNDACIÓN PÚBLICA ANDALUZA PARA LA GESTIÓN DE LA INVESTIGACIÓN EN SEVILLA

Hereinafter referred to as "ECRIN PARTNER"

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THIS AGREEMENT IS MADE BY AND BETWEEN (hereinafter referred to as the **"Agreement"**):

European Clinical Research Infrastructure Network (ECRIN-ERIC), registered under SIRET n°801 933 235 00021, established in 5-7 rue Watt, 75013 Paris, France, represented by Prof. Dr. Jacques Demotes, Director General of ECRIN-ERIC.

Hereinafter referred to as **"ECRIN".**

AND

Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla (FISEVI), registered under CIF [redacted] and legal address at Avda Manuel Siurot s/n HUVR-FISEVI, Edificio de Laboratorios Sexta planta 41013 Sevilla, represented by José Cañon Campos, Managing Director and legal representative of FISEVI.

And Clara Rosso in her capacity of Coordinator od the Clinical Trial Unit os Hospital Virgen del Rocío (CTU-HUVR).

Hereinafter referred to as **"ECRIN PARTNER".**

Hereinafter individually or collectively referred to as the "Party" or the "Parties".

WHEREAS

A clinical trial entitled: **Multi-centre, adaptive, randomized trial of the safety and efficacy of treatments of COVID-19 in hospitalized adults** (hereinafter referred to as the "Clinical Trial") is to be conducted in different European countries pursuant to the protocol current version (hereinafter referred to as the "Protocol").

The Clinical Trial receives private funding from The Sponsor. AstraZeneca is interested in the development of scientific knowledge concerning its products. The Company is willing to collaborate with Sponsor to support the Clinical Trial on the terms and conditions set in a specific agreement between AstraZeneca and Inserm. In this way, Inserm will receive additional funding from AstraZenaca. This funding will partially cover ECRIN's activities.

Inserm is the Sponsor of the Clinical Trial in the European Union (EU).

The Sponsor has delegated specified tasks to ECRIN, as stated in a separate Agreement signed by the Sponsor and ECRIN on 23/02/2021.

ECRIN will perform the tasks delegated by the Sponsor in the different EU countries through subcontracting to its Partners as stated in the above-mentioned agreement.

FISEVI (hereinafter referred to as ECRIN PARTNER), hereby agrees to undertake the tasks specified for ECRIN PARTNER in the Tasks list (see appendix 1) in **Spain** according to the Protocol current version (see Appendix 3) subject to the terms and conditions of this Agreement.

For the avoidance of doubt, ECRIN PARTNER is considered as **subcontractor**.

The purpose of this Agreement (hereinafter referred to as the "Agreement") is:

- To state the tasks (hereinafter referred to as the Tasks) subcontracted by ECRIN to ECRIN PARTNER;
- in particular, to set forth the terms and conditions governing the performance of the Tasks in Spain.

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. PERFORMANCE OF THE CLINICAL TRIAL RELATED TASKS

The Clinical Trial-related tasks shall be conducted by the participating Parties:

1.1 In all respects in accordance with their respective roles and responsibilities as described in the present agreement and in lines 52-82 of the Task List (see Appendix 1).

1.2 In accordance with the protocol (see Appendix 3).

1.3 In accordance with the requirements laid down by laws and regulations applicable in the participating countries.

1.4 Each Party has a duty to inform the other Party as soon as possible of any difficulties encountered in carrying out the Tasks assigned to it and which may compromise the objectives of the Clinical Trial.

2. DUTIES

2.1. Obligations of ECRIN

2.1.1. ECRIN shall be responsible for the coordination of the Clinical Trial in the following countries: Portugal, Slovakia, Czech Republic, Ireland, Poland, Turkey, Spain, Greece, Norway and Hungary.

2.1.2. ECRIN shall centralize and transmit Clinical Trial-related documents and information from following countries: Portugal, Slovakia, Czech Republic, Ireland, Poland, Turkey, Spain, Greece, Norway and Hungary to the Sponsor or to any person authorized by the Sponsor for the completion of the Clinical Trial as described in the aforementioned Tasks list.

2.1.3. For the avoidance of doubt, ECRIN has no obligation to transfer to ECRIN PARTNER any data or information other than data and information strictly needed by ECRIN PARTNER for the performance of the Tasks assigned to ECRIN PARTNER

2.2. Obligations of ECRIN PARTNER

ECRIN PARTNER shall be responsible for carrying out its Tasks as described in the Tasks list (see Appendix 1), lines 52-82. In particular, ECRIN PARTNER:

2.2.1. Is responsible for ensuring that the tasks related to the Monitoring as described in the Protocol current version and Monitoring Manual are fulfilled strictly in accordance with the terms of this Agreement, and all applicable international and national laws, regulations and guidelines, including without limitation, the Declaration of the Helsinki (latest updated version), "ICH Harmonised Tripartite Guideline, Guideline for Good Clinical Practice", the Directive on

Clinical Trials (2001/20/EC) of the European Parliament and of the Council of 4 April 2001 and the EU GCP Directive 2005/28/EC.

2.2.2. For all work involving the processing of personal data, electronic or otherwise, including but not limited to medical information and genetic information ECRIN PARTNER shall fully comply with prevailing data protection provisions, in particular the 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, and repealing Directive 95/46/EC (General Data Protection Regulation) and any related law and regulations applicable in Spain.

2.2.3. In particular, ECRIN PARTNER agrees and warrants:

2.2.3.1. That it will only process the data on the Sponsor's and/or ECRIN's written instructions and for the purposes stated in this Agreement.

2.2.3.2. That if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the Sponsor and ECRIN of its inability to comply.

2.2.3.3. That it will implement appropriate technical, organizational and security measures in such a manner that the personal data processing will meet the requirements of the GDPR and, as applicable, of the local laws and regulations.

2.2.3.4. That it will ensure that all employees, agents, officers and contractors involved in the handling of personal data:

(i) are aware of the confidential nature of the personal data and are contractually bound to keep these data confidential;

(ii) have received appropriate training on their responsibilities with regard to the processing of personal data.

2.2.3.5. That it will inform the Sponsor and ECRIN as soon as possible if the Sponsor's instructions violate the GDPR or other data privacy provisions within the EU or its Member States.

2.2.3.6. That it will inform ECRIN and the Sponsor as soon as possible if Sponsor's and/or ECRIN's instructions violates any provision of this Agreement.

2.2.3.7. That it will promptly notify and assist the Sponsor and ECRIN about:

2.2.3.7.1. Any legally binding request for disclosure of the personal data by a law enforcement authority.

2.2.3.7.2. Any accidental or unauthorized access.

2.2.3.7.3. Any request from a data subject with respect to personal data processed or any complaint relating to the processing of personal data. ECRIN PARTNER shall not respond to any such request or complaint, unless expressly authorized to do so by the Sponsor and/or ECRIN and shall cooperate with them and implement appropriate measures to timely assist them with respect to any action relating to such request or complaint.

2.2.3.8. That upon reasonable request of the Sponsor, and/or ECRIN, and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 2.2.3.3. Such audits initiated by the Sponsor, and/or ECRIN, unless a data security breach event occurs.

2.2.3.9. It shall maintain the personal data until the expiration or termination in any manner of this Agreement or upon the Sponsor's and/or ECRIN's request and it shall immediately cease handling them and delete or return them in a manner and format requested, deleting the existing copies, unless otherwise obliged by any applicable law.

2.2.4. That it shall fulfill its obligations under this Agreement and during the term of this Agreement and will not enter into any agreement which would in any way prevent it from performing its Tasks under this Agreement.

2.2.5. That it has disclosed any existing relationship, which may adversely impact the execution of the Tasks.

2.2.6. That it has, and shall continue to have at its own expense for the duration of this Agreement, all of the authorizations required under any applicable laws and regulations to perform the work involved in performing the Tasks at its facilities.

3. COST AND PAYMENTS

For the performance of the Tasks, both Parties agree on the costs, which are based on the assumptions described in Appendix 2.

The total budget for the execution of the Tasks by ECRIN is 24 670 euros (all tax included VAT excluded).

The agreed costs for the performance of the Tasks under this Agreement (see Appendix 2) are valid for the entire Agreement period and shall not be subject to any adjustment.

In the event that amendments to the Protocol (including but not limited to change in the number of Clinical Trial participants per trial site, addition of a Clinical Trial site) require changes to the Clinical Trial financing arrangements, such changes such change or modification shall be made in writing as an amendment to the present Agreement.

Payments will be made according to work completed. On a monthly basis and at the end of each month, ECRIN PARTNER shall submit (the) original invoice(s) and report summarizing the work performed during the month to ECRIN at the address below and by e-mail at:

The Clinical Trial's reference **EU-RESPONSE Discovery** should be mentioned on the invoice. Invoices for the work completed will be paid within thirty (30) days of receipt.

INVOICING DETAILS:
ECRIN

In the event of early termination of the Agreement, if payment (whether for salaries or otherwise) has been made by ECRIN to ECRIN PARTNER in advance for work not completed, funds received in advance at the exception of duly justified expenses already incurred by ECRIN PARTNER, shall be returned to ECRIN within thirty (30) days of the effective date of termination.

Upon early termination of this Agreement according to this article ECRIN shall pay ECRIN PARTNER for all work performed by ECRIN PARTNER up to the date of termination as well as for any costs incurred by ECRIN PARNTER provided that they can be evidenced in writing and are in line with the agreed budget and task list under the present Agreement.

Misuse of funds, if discovered or suspected, will result in immediate suspension of the Tasks and reimbursement of the already received funds shall/may be expected.

4. CLINICAL TRIAL DATA AND RESULTS

ECRIN PARTNER agrees not to make claims to possible intellectual property rights (the "IPR") from data and results obtained during the conduct of the Clinical Trial (hereinafter referred as to "Data" and "Results") and not to pursue IPR protection that would prevent or block access to or use of any data, conclusions drawn directly from those Data and Results.

5. CONFIDENTIALITY

For the purpose of this Agreement, Confidential Information should include but not limited to any and all information related to the Clinical Trial which is disclosed by ECRIN to ECRIN PARTNER as a result of this Agreement. (Hereinafter referred to as the "Confidential Information")

5.1. Confidentiality of provided information

5.1.1. ECRIN PARTNER hereby agrees that at all times during the term of this Agreement, ECRIN PARTNER with its professional staff, affiliates, independent consultants and any other cooperating partners, will hold and maintain in confidence all proprietary and Confidential Information related to the Clinical Trial, written or oral, provided by ECRIN.

5.1.2. ECRIN PARTNER undertakes to use such Confidential Information only in relation to the execution of the Tasks unless otherwise agreed with the disclosing Party.

5.1.3. ECRIN PARTNER agrees that it will not permit Confidential Information in its possession to be reproduced, disseminated or otherwise disclosed to any third party or used for any purpose not previously authorized in writing by ECRIN other than those contemplated by this Agreement.

5.1.4. In the event ECRIN PARTNER becomes legally compelled to disclose any Confidential Information, it shall immediately provide ECRIN with notice thereof prior to any disclosure, shall use its best efforts to minimize the disclosure of any Confidential Information, and shall cooperate with ECRIN.

5.1.5. The obligations set forth in this Article shall not apply to information for which the Party it is able to prove that:

- The Confidential Information becomes publicly available by means other than a breach of confidentiality obligations;
- the disclosing Party subsequently informs the recipient that the Confidential Information is no longer confidential;
- the Confidential Information is subsequently communicated to the recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidentiality;
- that the disclosure or communication of the Confidential Information is foreseen by law or by other provisions of this Grant Agreement or the supplementary agreement;
- that the disclosure or communication of Confidential Information is required by the Laws and Regulations.

5.1.6. At all times during the term of this Agreement ECRIN/ECRIN PARTNER and its professional staff, affiliates, independent consultants and any other cooperating partners are bound by the obligations defined in paragraphs 5.1.1 up to 5.1.5 with respect to the Confidential Information related to the Clinical Trial, written or oral, provided by the other Party.

5.2. Confidentiality of results

5.2.1. ECRIN PARTNER including its professional staff, agrees not to disclose or transfer or publish or commit to any third party the data, in whole or in part, and the results of the Clinical Trial which are Confidential Information.

5.2.2. In the event ECRIN PARTNER's independent consultants or any other cooperating partners (hereinafter "PARTNERS") shall be involved, ECRIN PARTNER will undertake that such PARTNERS are obliged to respect the commitment specified in this Agreement to the same extent.

5.2.3. In any case, all Confidential Information containing personal data shall be handled in accordance with all applicable laws, including, but not limited to the General Data Protection Regulation (EU) 2016/679 and the locally applicable laws and regulations on Data Protection.

5.2.4. The terms and conditions of these obligations of confidentiality and restricted use contained herein are applicable during the term of the Agreement and shall survive its date of termination, whether by expiration or by earlier termination.

6. SUBCONTRACTING

6.1 ECRIN PARTNER represents and warrants to ECRIN that shall not sub-contract part of its Tasks to a third party in the framework of this Agreement without notifying ECRIN through a written notice and having received ECRIN's written consent and, if necessary, the authorization of the Sponsor. The prior information shall be notified to ECRIN at least thirty (30) days before the date of signature of any subcontracting agreement.

6.2 Notwithstanding such ECRIN consent, ECRIN PARTNER shall ensure that:

- Its agreement with the subcontractor(s) is made on terms that reflect the requirements of this Agreement.
- The subcontractor shall not claim any intellectual property right or right of use of Data and Results pertaining to the Clinical Trial.

6.3 In any event, ECRIN PARTNER shall remain fully liable for the completion of the share of the Tasks that it entrusts to said third party subcontractor as well as for the acts and omissions of any such permitted third party.

7. LIABILITY AND INDEMNITY

7.1 ECRIN PARTNER is exclusively and fully liable for its assigned Tasks related to the Clinical Trial and for the implementation of all technical, organizational, human, material, legal operations, and safety rules required by the performance of its tasks.

7.2 ECRIN PARTNER shall take out appropriate insurance cover (professional liability insurance or any other equivalent insurance/indemnisation coverage) in respect of its potential liability and shall produce to ECRIN, on request, a copy of the insurance certificate as evidence to confirm that it has such coverage. Failure to maintain adequate insurance coverage does not relieve or reduce ECRIN PARTNER liability under this Agreement.

7.3 ECRIN PARTNER undertakes to carry out its assigned Tasks with outmost care, observing approved and recognized scientific standards.

7.4 Eeach Party shall indemnify and hold the other Party its Affiliates, and its respective officers, directors, employees, contractors, and agents ("the Party's Indemnitees"), harmless from any and all claims, demands, damages, liabilities and costs incurred by that Party which directly or indirectly result from, or arise in connection with, a. any negligent act or omission or willful misconduct of the other Party and/or of its Indemnitee pertaining to its activities and obligations under this Agreement

7.5 Without limiting either party's indemnification obligations hereunder, neither party shall be liable to the other party for any indirect, incidental, consequential, special or punitive damages, whether liability is asserted in contract, tort (including negligence), strict liability, or any other theory or form of action, even if such party has been advised of the possibility thereof. Nothing herein is intended to exclude or limit any liability for willful misconduct or any liability for death or personal injury caused by a Party's negligence or willful misconduct. Affiliates of a Party shall not be considered third parties for the purposes of the present Article.

8. INSPECTION AND AUDIT

8.1 Should ECRIN PARTNER become aware of an upcoming inspection or audit related to the Clinical Trial, ECRIN PARTNER should inform ECRIN and Sponsor in writing within 72 hours.

8.2 ECRIN PARTNER hereby allows any Regulatory Authorities may inspect the facilities and all related documents being used by ECRIN PARTNER for the performance of the Tasks.

8.3 ECRIN PARTNER agrees that, during an audit or an inspection by a Regulatory Authority it will not disclose information and materials that are not required to be disclosed to such Regulatory Authority without the prior written consent of ECRIN in accordance with paragraph 5.1 of the present.

8.4 ECRIN PARTNER shall provide ECRIN with a copy of all correspondence related to such audit or inspection and a summary of the audit findings or the inspection report.

8.5 If any inspection, audit or examination by a Regulatory Authority results in a finding that ECRIN PARTNER has failed to comply with the terms of this Agreement, ECRIN PARTNER promptly take such measures at its own cost and expense as are necessary to correct such default identified in any such inspection, audit or examination.

9. MODIFICATION

9.1 This Agreement, including the attached Annexes, constitutes the entire and only Agreement between the parties relating to the Clinical Trial.

9.2 Any agreement to change the terms of this Agreement and its Appendices in any way shall only be valid if the change is made in writing and approved by mutual agreement of authorized representatives of all the Parties. Such amendments shall be assigned by all the Parties and annexed to this Agreement.

10. INTUITU PERSONAE

The Agreement is executed *intuitu personae*. Consequently, ECRIN PARTNER is not authorized to transfer all or part of the rights and obligations hereunder to a third party without the prior and written agreement of ECRIN and of the Sponsor.

11. TERM AND TERMINATION OF THE AGREEMENT

11.1 This Agreement shall enter into force as from the date of signature of the last Party to sign (effective date) and shall remain in effect up to 04/03/2024. The Agreement may be extended by amendment. Any and all extensions shall be subject to the drafting of an amendment to be signed by an authorized representative of each Party.

11.2 This Agreement can be terminated by prior written notice in case of:

- Early termination of the Study.
- Any technical, administrative cause (e.g., Study not authorized, suspended or prohibited by the Authorities) or methodological impossibility to pursue the Study
- Termination for Breach.
- Termination for a major reason, in case of the repeatedly overdue payment of the agreed remuneration by ECRIN to ECRIN PARTNER.

Exceptionally in case of non-compliance of ECRIN with its payment obligations, ECRIN PARTNER shall terminate the present Agreement by prior written notice of thirty (30) days.

11.3 In the event of a breach by any Party of any of its obligations under this Agreement, the other Party may provide written notice to the breaching Party, such notice specifying the breach and requiring that the default be remedied within thirty (30) days. If the breach has not been remedied by the breaching Party to the satisfaction of the other Parties within thirty (30) days of receipt by the breaching Party of the notice identifying the breach and requiring its remedy, the other Party may with prior written notice of two (2) months, this Agreement with respect to the Defaulting Party with immediate effect the defaulting Party concerned by the termination undertakes to communicate to the other Party or subrogated third parties, free of charge and immediately, all the files and information required to allow them to continue the implementation of the Clinical Trial.

11.4 Exercising this termination right does not exonerate the defaulting Party from fulfilling its contracted obligations until the effective date of the termination and shall not, in any case, be interpreted as a waiving by the Party or Parties requesting the termination, of damages and interest in any way whatsoever.

12. FORCE MAJEURE

For the avoidance of doubt, Force Majeure means any unforeseeable and exceptional event affecting performance of the Agreement, which is outside the control of the Parties, and which cannot be avoided in spite of the efforts which the Parties may reasonably make.

No Party shall be considered to be in breach of this Agreement if such breach is caused by Force Majeure. Each Party shall notify the other Party of any Force Majeure as soon as possible. If impossibility or delay in fulfillment due to a case of Force Majeure continues for longer than three (3) months, the latter Party may automatically terminate the Agreement at any time by written notification sent to the other Party.

13. SURVIVAL

Upon termination of expiration of the Agreement for any reason, the provisions relating to the Clinical Trial Data and Results, Confidentiality, Liability, Indemnity and Litigation shall survive termination of this Agreement.

14. WAIVER

No failure, delay, relaxation or indulgence by any Party in exercising any right conferred on such Party by this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this Agreement.

15. NOTICES

All notices or other communications required or permitted to be made or given hereunder shall be deemed so made or given when hand-delivered or sent in writing by registered or certified mail, postage prepaid and return-receipt requested, or by a recognized courier service, charges prepaid and properly addressed to the representatives of the Parties at their addresses mentioned herein:

ECRIN-ERIC	ECRIN PARTNER
European Clinical Research Infrastructure Network (ECRIN-ERIC) **BioPark, 5-7 rue Watt** **75013 Paris, France**	**Unidad de Investigación Clínica y Ensayos Clínicos** **Hospital Universitario Virgen del Rocío** **Avenida Manuel Siurot s/n** **41013 Sevilla, Spain**

16. LITIGATION

In the event of any dispute arising between the Parties in relation to the terms of this Agreement, the parties shall use their best endeavors to resolve the matter on an amicable basis.

To initiate conciliation, a Party must give notice in writing to the other Party, requesting conciliation in accordance with this clause and the other Party shall accept the request within twenty (20) days after the notification. Only after the request confirmation, the Parties shall try to appoint a single conciliator, but in the absence of agreement, each Party shall appoint one Conciliator within twenty (20) days of the confirmation. The mission assigned to the Conciliator(s) by the Parties is to suggest a solution in order to resolve amicably such dispute within twenty (20) days after the appointment of the Conciliator. The solution suggested by the Conciliator(s) is not binding for any Party. In the event the Parties are unable to grant their mutual consent to the request for conciliation. Within thirty (30) days after the dispute may arise or in case the Parties are unable to resolve the dispute informally and comply with the suggested solution of the Conciliator(s) within a reasonable time of thirty (30) days, any action brought by either party to this Agreement shall be heard by the court of competent jurisdiction.

17. GOVERNING LAW

This Agreement and all disputes arising hereunder will be governed by and interpreted in accordance with the laws of the defendant without giving effect to the principles of conflict of laws. The parties hereby consent to and agree that the competent courts, where the defendant has its statutory seat, shall have the sole and exclusive jurisdiction to resolve all such disputes.

18. GENERAL PROVISION

The invalidity of one or more provisions of this agreement does not affect the validity of the others. The invalid provision is to be replaced by a provision, which, in compliance with the legal prescriptions, suits the purpose best. The modification shall be made in writing and approved by mutual agreement of authorized representatives of all the Parties as specified in article 8.

19. APPENDICES

The following documents are appended to the Agreement and form an integral part hereof:

- Appendix 1: Tasks list (Version n° 2, 29/09/2021)
- Appendix 2: Financial annex (Version n° 1, 31/01/2022)
- Appendix 3: Protocol (Version n° 14, 19/09/2021)

20. SIGNATURE

This Agreement is executed in two counterparts, depending on the number of the parties, each of which shall be considered an original hereof but which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, have executed two (2) copies of this Agreement.

1. For and on behalf of ECRIN-ERIC

European Clinical Research Infrastructure Network (ECRIN-ERIC)
BioPark, 5-7 rue Watt
75013 Paris, France

LEGAL REPRESENTATIVE:
Prof. Dr. Jacques Demotes, Director General

2. For and on behalf of ECRIN PARTNER

FISEVI
Avda Manuel Siurot s/n, Edif Laboratorios, sexta planta
41003, Sevilla

LEGAL REPRESENTATIVE:
José Cañon Campos, Managing Director