NETWORK PARTICIPATION AGREEMENT

This **NETWORK PARTICIPATION AGREEMENT** (this "Agreement") is made and entered into as of _____, 2019 (the "Effective Date") by and between MOREHOUSE SCHOOL OF MEDICINE ("Morehouse"), a Georgia non-profit corporation, and _____, (the "Participant") with a clinical practice located at _____ (the "Practice").

RECITALS

WHEREAS, Morehouse has established the Clinical Research Pathways© and Registry ("**CRP**") or the "Network") for the purpose of promoting treatment effectiveness in African Americans through practice-based education programs for Network physicians and their patients and to promote the participation of Network physicians and their patients in the conduct of practice-based clinical research;

WHEREAS, the Participant, operates a clinical practice in the State of Georgia either directly or through the duly licensed and qualified physicians listed on Exhibit A (the "Physicians") and provides medical services to communities served by the Practice, and desires to participate in the Network, to participate in clinical research studies coordinated by Morehouse through the Network, to utilize the administrative services of Morehouse in connection with such research, and to participate in the clinical trial subject registries maintained by the Network;

WHEREAS, Morehouse and the Participant each acknowledges that in the conduct of each clinical research study for an investigational drug, device or method (each a "Study") undertaken pursuant to this Agreement, each party will be subject to the terms of a clinical trial agreement, including all attachments, exhibits and amendments thereto (each a "Clinical Trial Agreement"), with the Study sponsor or its authorized representatives, including but not limited contract research organizations (the "Sponsor") and the Study protocol (each a "Protocol");

WHEREAS, to facilitate the participation in such Studies coordinated through the Network, Morehouse and the Participant wish to enter an agreement whereby Morehouse will serve as the agent for the Participant and the Physician(s), if applicable, with the limited authority to enter into Clinical Trial Agreements on behalf of the Participant and the Physician(s), if applicable, coordinate the Studies, and maintain the clinical trial subject registries;

WHEREAS, in addition to the requirements under the Clinical Trial Agreements and Protocols, Morehouse and the Participant wish to set forth in writing certain general understandings and agreements with respect to the Studies to be conducted by the Participant and/or Physician(s) (if applicable) hereunder.

NOW THEREFORE, in consideration of the representations, warranties, covenants and undertakings by each party as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 – NETWORK PARTICIPATION

1.1 The Participant hereby agrees, and/or shall cause each of the Physician(s) to agree, to be a participating physician in CRP, whereby each such Network physician shall participate in certain Studies and education and training programs sponsored by the Network, and agrees to use his/her best efforts to encourage eligible patients to participate in the clinical trial subject registries that may be maintained by the Network from time to time, under the terms and conditions contained herein and such other ancillary agreements that the Participant may enter into in connection with the Network.

1.2 In connection with the Participant's participation in the Network and subject to the limitations set forth in this Agreement, the Participant hereby authorizes Morehouse to act as his/her/its agent and to undertake the following duties:

(a) Identify potential opportunities for the Network physicians to participate in Studies with Sponsors through the Network;

(b) Negotiate and execute Clinical Trial Agreements on behalf of the Participant and/or the Physician(s); and

(c) Accept payment from Sponsors (collectively, the "Study Fees") on behalf of the Participant and/or the Physician(s) for clinical research services undertaken pursuant to the Clinical Trial Agreements, a portion of which shall be for the administrative services rendered by the Network that shall be retained by Morehouse ("Network Fees").

Neither the Participant nor Morehouse shall be responsible or liable for any actions of the other party (or such party's employees and contractors) taken outside the scope of this Agreement.

1.3 The agency-principal relationship established by this Agreement shall continue in full force and effect unless and until modified in accordance with this Article 1.3 or terminated in accordance with Article 10 of this Agreement. Morehouse may rely on and act on such agency relationship until the effective termination date hereof or as otherwise mutually agreed to by the parties. The scope of Morehouse's authority hereunder may be expanded or limited as mutually agreed by the parties in a written amendment hereto. If such authority is expanded or limited, Morehouse shall immediately notify each applicable Sponsor in writing of Morehouse's additional or limited authority to act as agent on behalf of the Participant.

1.4 The Participant specifically acknowledges and agrees that during the term of this Agreement: (a) Morehouse shall have the exclusive right to enter into Clinical Trial Agreements on behalf of the Participant and the Physician(s) for the conduct of Studies; (b) the Participant shall not, and shall cause the Physician(s) not to, participate in any other association, collaboration, or consortium apart from the Network in the conduct of clinical research without

the prior written consent of Morehouse; (c) if the Participant or any of the Physicians becomes aware of a Study because of Morehouse's development efforts as described in Article 1.2 above, the Participant agrees that should Participant or any of the Physicians desire to participate in any such Study, the Participant and the Physician(s) will participate in such Study only through the Network; and (d) nothing in this Agreement is intended to limit the Participant's or any Physician's right to participate in independent clinical research in any manner that is not inconsistent with the terms of this Agreement. Furthermore, the Participant acknowledges that nothing herein is intended to in any way limit Morehouse's right or ability to provide similar services on behalf of any other research site, facility, entity or individual.

1.5 Each person serving as a Network physician hereunder shall be entitled to hold the position and use the title of "Adjunct Faculty" of Morehouse, subject to completing such documentation and meeting the eligibility criteria established by Morehouse and satisfying the ongoing requirements of that position.

1.6 By entering into this Agreement, each party agrees to, and the Participant shall cause each of the Physician(s) to, comply with all applicable federal, state and local laws, rules and regulations, including but not limited to: (a) International Conference on Harmonisation ("ICH") Guideline on Good Clinical Practice, (b) Federal Food Drug and Cosmetics Act, (c) regulations and guidances governing the protections of human subjects, including but not limited to the Declaration of Helsinki, 45 CFR 46, 21 C.F.R. 50, and (d) Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto (collectively, "HIPAA"), (e) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations, (f) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn), and (g) Federal False Claims Act (31 U.S.C. 3729).

ARTICLE 2 - CPN REGISTRIES

2.1 Morehouse from time to time may establish clinical research registries of individuals who may be interested and potentially eligible for participation in certain types of Studies coordinated through the Network. Initially, the Network shall maintain a hypertension registry and a heart failure registry.

2.2 The Participant agrees to use best efforts to seek the enrollment of at least fifty (50) of patients into one of the Network registries within three (3) months following the Effective Date. Upon such patient enrollment, the Participant (and/or the Physician(s) and their Study personnel) shall be entitled to receive the honoria then in effect for such Network registry enrollment activities, as authorized by the Network's Advisory Board.

2.3 Morehouse agrees to provide to the Participant with software applications and/or other registry related materials to assist the Participant and the Physician(s) and other Study staff in the enrollment of patients into the registries.

2.4 Morehouse agrees to notify the Participant of the expansion or termination of any Network registry, as well as each new Network initiative regarding Network registries.

2.5 The Participant agrees to participate, and shall cause the Physician(s) and other Study personnel to participate, in Network sponsored education programs regarding the Network registries.

ARTICLE 3 – CLINICAL STUDIES

3.1 When Morehouse becomes aware of a potential Study that may be of interest and value to the communities served by the Network and the Network physicians, Morehouse will circulate a memorandum to the Participant and the Network physicians to determine interest in participation in the Study. If there is sufficient interest among the Network physicians, Morehouse shall commence negotiations of the Clinical Trial Agreement with the Sponsor for such Study, and seek input from certain Network physicians regarding the Clinical Trial Agreement from time to time. Following the negotiation of a Clinical Trial Agreement with a Sponsor for such Study, Morehouse shall submit to the Participant a letter, with a copy of the Study Protocol, setting forth the specific terms of the Clinical Trial Agreement (each a "Study Agreement"), including but not limited to the subject eligibility criteria, enrollment size, duration of the Study, publication rights and study fee. Each applicable Study Agreement shall be sent to the Participant for review and consideration, and the Participant may accept or decline to participate in such Study in accordance with the procedure set forth in the applicable Study Agreement.

3.2 The Participant acknowledges that the Participant is not authorized to, and shall not, commence a Study at the Practice and shall not permit the Physician(s) or staff to commence a Study unless and until:

(a) the Protocol and the investigator brochure(s) of the participating Network physician(s) have been submitted to the Morehouse/Clinical Research Center Institutional Review Board (the "IRB") in accordance with applicable law;

(b) a written and dated approval or favorable opinion from the IRB with respect to such Protocol, the informed consent form for patients participating in the Study (collectively, the "Study Subjects"), the Study Subject recruitment procedures, and any other written information to be provided to the Study Subjects enrolled in such Study has been obtained;

(c) a Study Subject authorization form for the Study that has been drafted to Morehouse's satisfaction to comply with HIPAA; and

(d) the Participant has received from Morehouse a duly executed Study Agreement for the Study, which includes a written acknowledgement that the Clinical Trial Agreement for the Study has been entered into with the Sponsor.

3.3 Following the receipt of the initial approval and/or favorable opinion of the IRB with respect to the materials in Article 3.2 above, the Participant shall make revisions to the Protocol: (a) only in accordance with procedures outlined in the applicable Protocol, or (b) with the written consent of Morehouse and the Sponsor. Prior to implementing any revision to the Protocol, the Practice shall, or shall cause the Physician(s) to, notify and obtain the review and

approval of the IRB. The Participant agrees to notify Morehouse and the Sponsor of any such request for a modification to the Protocol.

3.4 The Network physician who is designated to act as the principal investigator of the Study to be conducted at the Practice, shall personally supervise the conduct of the Study at the Practice, and the Participant may appoint such other individuals as the Participant may deem appropriate to assist in the conduct of the Study with the prior written approval of Morehouse and the IRB, in accordance with the Protocol and applicable law.

3.5 If the Network physician designated to act as the principal investigator for the Study at the Practice is unwilling or unable for any reason to continue serve in such capacity at any time during the Study, the Participant shall promptly provide written notice thereof to Morehouse. If for any reason, the Participant (or a Physician) is unable or unwilling to serve as the principal investigator for a Study for the duration of the Study, Morehouse shall have the right to designate another Network physician to serve as the replacement investigator, subject to the written consent of the Sponsor. If the Participant is an institution or practice entity, the parties shall seek to assign the Study to another Physician listed on Exhibit A if feasible. The Participant acknowledges and agrees that the Participant may not continue a Study at the Practice following the termination of this Agreement for any reason without the prior written consent of Morehouse and the Sponsor. In connection with the Participant's (or a Physician's) withdrawal from any ongoing Study at the Practice for any reason, at Morehouse's request, the Participant agrees, or shall cause the withdrawing Network physician to, assist Morehouse in the selection of a replacement investigator, the transition of the Study to the replacement investigator, and/or the termination of the Study at the Practice.

3.6 The Participant shall, or shall cause the Physician(s) to, fulfill his/her responsibilities with respect to each Study in accordance with the applicable Protocol, the applicable Clinical Trial Agreement and this Agreement, except as otherwise required by generally accepted standards of good clinical practice and applicable law. Without limitation to the foregoing, in the conduct of the research undertaken pursuant to this Agreement, the Participant agrees to:

(a) cooperate with and assist Morehouse in the negotiation of the Clinical Trial Agreements with Sponsors (including their authorized representatives), including the preparation of the Study Budget (as defined below), the preparation of the Study Subject HIPAA authorization form, and the selection of the Study personnel;

(b) obtain from each Study Subject his/her informed consent and HIPAA authorization in advance of his or her participation in the Study;

(c) comply with applicable governmental requirements and the Protocol, except for deviations from the Protocol or other written instructions of the Sponsor as required for patient safety in the reasonable and sole judgment of the Participant or the Physician(s) (if applicable) under applicable standards of medical care in the Practice location. The Participant or an appropriately designated person thereof shall notify Morehouse, the IRB, and the Sponsor within twenty four (24) hours of any adverse reaction of any Study Subject or Protocol deviation in the course of a Study of

which he/she becomes aware and otherwise in accordance with the Protocol and applicable law;

(d) comply with all applicable policies of the Network, Morehouse, and the IRB, including but not limited to all applicable conflicts of interest disclosure policies;

(e) assist Morehouse with the timely preparation and filing of all documentation and information necessary to obtain the Study Fees and to complete and close a Study;

(f) prepare and maintain Study records and case histories on case report forms supplied by the Sponsor, and retain such Study data and records after completion of the Study in the manner described herein;

(g) cooperate with the IRB in connection with its initial and ongoing review and monitoring of each Study;

(h) actively participate, and to cause the Physician(s) and Study personnel to participate, in all education, quality assurance and compliance programs developed and implemented by the Network regarding the conduct of clinical research activities through the Network;

(i) provide Morehouse with copies of all correspondence that the Participant (or the Physician(s) or Study personnel) may receive or provide to any Sponsor or governmental agency in the conduct of any Study hereunder;

(j) immediately notify Morehouse of any change in the Physicians listed on Exhibit A, as amended from time to time, if applicable; and

(k) maintain appropriate records regarding the receipt, storage, dispensing, use and return of the Study materials, including the investigational drugs and/or devices, in accordance with the applicable Clinical Trial Agreement, Study Agreement, Protocol and applicable laws.

3.7 Morehouse shall fulfill its responsibilities with respect to each Study in accordance with the applicable Clinical Trial Agreement, Study Agreement and this Agreement. Without limitation to the foregoing, in the conduct of the provision of administrative services hereunder, Morehouse agrees to:

(a) negotiate each Clinical Trial Agreement with a Sponsor or their duly authorized representatives, and any amendments thereto, and the Study Subject HIPAA authorization form, each in consultation with the Participant;

(b) assume responsibility for all other contracting matters associated with the conduct of each Study;

(c) provide administrative staff support to the Practice as agreed on a study-by-study basis, in the manner consistent with applicable Study Budget;

(d) provide financial management of each Study on behalf of the Participant;

(e) establish patient registries in the manner set forth in Article 2;

(f) coordinate clinical research education, quality assurance and compliance programs for the Network physicians, their Study personnel and patients; and

(f) periodically communicate with Network physicians, governmental authorities, potential funding sources and the general public regarding the status of all clinical research activities conducted and patient registries maintained by the Network hereunder.

ARTICLE 4 – COMPENSATION

4.1 The parties acknowledge that the Participant will be entitled to receive the Study Fees generated from the conduct of each Study in accordance with a budget (each a "Study Budget") contained in each Clinical Trial Agreement. Each party further acknowledges that each Study Budget shall take into account the Study Fees and the Network Fees, as determined in the manner set forth in Exhibit B hereto. The Participant acknowledges and agrees that Morehouse shall: (a) receive all Study Fees to be paid by the Sponsors under the Clinical Trial Agreements; (b) pay out of such Study Fees in accordance with the Study Budgets all Study related expenses, including applicable IRB charges; (c) retain its Network Fee; and (d) remit to the applicable Sponsor any unearned advances or fees paid to the Network in connection with a Study. All Study Fees due the Participant hereunder shall be paid in accordance with the applicable Study Agreement; and except as specifically set forth in a Study Budget, Morehouse shall have no obligation to pay any Physician for any service he/she may perform in connection with a Study on behalf of the Participant.

4.2 The Participant acknowledges and agrees that neither the Participant nor any Physician or Study personnel shall be entitled to receive any compensation from the Sponsor in the performance of any Study hereunder, except as expressly provided in a Clinical Trial Agreement or a Study Agreement. The Participant expressly acknowledges and agrees, and shall cause the Physician(s), not to charge a Study Subject or any his/her third party payor for any test or services performed in connection with a Study unless expressly permitted under the applicable Clinical Trial Agreement or Study Agreement. Furthermore, the Participant agrees, and shall use best efforts to cause the Physician(s) and other Study personnel to agree, not to solicit or accept any remuneration from a Sponsor, Study Subject, third party payor or other person, in connection with the performance of a Study, expect as otherwise expressly permitted based on the applicable Study Budget. Notwithstanding the foregoing, nothing herein is intended to prevent the Participant from seeking compensation from a Study Subject or applicable third party payor for medical services provided by the Participant (or the Physician(s)) to a patient outside the scope of a Study conducted hereunder.

ARTICLE 5 – STUDY SUBJECTS

5.1 The Participant shall be responsible for the recruitment of Study Subjects for each Study in accordance with the applicable Protocol and applicable law. The Participant shall not, and shall cause the Physician(s) and Study personnel not to, coerce or unduly influence a Study Subject to participate in a Study.

5.2 With respect to each Study Subject, the Participant shall, or cause the Physician(s) to, obtain the informed consent of such Study Subject prior to the Study Subject's participation in Study in the form approved by the IRB, which informed consent shall meet the requirements set forth in Article 5.3 below. None of the oral or written information provided by the Participant or the Physician(s) to any Study Subjects concerning the Study, including the written informed consent form shall contain exculpatory language (e.g. language that would cause a subject to waive or appear to waive any legal rights or releases or appear to release the Participant, the Physician(s), Morehouse, the Network, the Sponsor, and their respective agents from liability for negligence), without Morehouse's prior consent.

5.3 The Participant acknowledges and agrees to the following requirements in connection with the informed consent to be obtained from the Study Subjects:

(a) To the extent practicable, the Study Subject informed consent form shall be written non-technical language that is intended to be understandable by the Study Subjects or their legal representatives;

(b) The Participant shall, and shall cause the Physician(s) to, comply with all applicable regulatory requirements, generally accepted standards of good clinical practices and applicable ethical principles originating from the Declaration of Helsinki applicable to the informed consent form and the completion thereof by each Study Subject;

(c) The Participant shall, in conjunction with the Network, revise the informed consent form whenever material new information becomes available that may be relevant to a Study Subject's consent, and obtain the approval of the IRB with respect to such revised form prior to its use in the Study; and

(d) The Participant shall, or shall cause the Physician(s) to, inform Study Subjects who are already enrolled in the Study in a timely manner of any revisions to the informed consent form, and seek to obtain such Study Subject's consent for his/her continued participation in the Study, if required under applicable law.

5.4 The Participant also agrees, or shall cause the Physician(s), to obtain from each Study Subject prior to his/her participation in a Study such Study Subject's authorization regarding the use and disclosure of his/her protected health information ("Protected Health Information") as such term is defined under HIPAA. The Participant shall cooperate with the Network in the preparation of the HIPAA authorization form for each Study, to ensure that such authorization form is consistent with the informed consent form, Protocol and Study Agreement for such Study.

ARTICLE 6 - STAFF, FACILITIES AND STUDY MATERIALS

6.1 The Study shall be conducted at the Practice under review of the IRB and under the supervision of the physician identified as the principal investigator for the Study at the Practice. The Participant shall, or shall cause the Physician(s) to, perform the research and related duties required under the Clinical Trial Agreement and Study Agreement for each Study in an efficient and professional manner and shall use the Participant's reasonable efforts to complete each Study within the time period estimated therefor in the Protocol and/or the Study Agreement.

6.2 The Participant shall use reasonable efforts to use such equipment, facilities and other resources as provided for in the applicable Study Budget.

6.3 The Participant shall be responsible for the direction and supervision of all personnel involved in the conduct of the Study at the Practice, including, without limitation the employees and independent contractors of the Practice (including Study personnel and the Physician(s), if applicable). The Participant shall maintain a list of such personnel indicating any significant duties related to the Study that may be delegated to each such personnel. The Participant shall take appropriate steps to inform all Study personnel, including the Physician(s), of their obligations and to obtain their agreement to abide by the applicable terms and conditions of this Agreement, and each Clinical Trial Agreement and Study Agreement. The Participant shall use reasonable efforts to cause such Study personnel, including the Physician(s), to comply with the applicable terms of this Agreement, and each Clinical Trial Agreement and Study Agreement.

6.4 The Participant agrees to obtain and use all Study materials, including the investigational drug or device, in the manner set forth in the applicable Protocol, Study Agreement and Clinical Trial Agreement, except for deviations that the Participant or a Physician as applicable, in his/her/its sole reasonable judgment, are necessary for the safety of the Study Subjects, which shall be appropriately documented and communicated to Morehouse and the applicable Sponsor in the manner contained in the applicable Protocol, Study Agreement and/or Clinical Trial Agreement.

6.5 The Participant shall maintain, or shall cause to be maintained, records in connection with the use of the Study drug or device regarding:

(a) the delivery of the Study drug or device;

(b) the use or administration of the Study drug or device with respect to the Study Subjects;

(c) inventory of the Study drug or device at the applicable location; and

(d) the return of the used portions of the investigational drugs and/or devices to the Sponsor at the conclusion of the Study.

All such records maintained pursuant to this Article 6.5 shall include applicable dates, quantities, batch/serial/identification numbers, expiration dates and code numbers, as applicable. All Study drugs and devices shall be stored in the manner specified in the applicable Protocol, Study Agreement and/or Clinical Trial Agreement.

ARTICLE 7 – REPORTS; STUDY DATA

7.1 The Participant shall keep the Network, the applicable Sponsor and their authorized representatives advised of the status of each Study via periodic reports. The frequency of the reports shall be determined by the Protocol, the applicable Clinical Trial Agreement and Study Agreement. If requested by the Network or a Sponsor with reasonable advance notice, the Participant shall also prepare and present a final report of the Study. The Participant shall ensure the accuracy, completeness, legibility and timeliness of all such reports. The Participant shall transmit Study Data (as defined in Article 7.2 below) to the applicable Sponsor and the Network by magnetic media or other mutually agreed-upon method.

7.2 The Participant agrees that subject to the rights of the Participant (and the Physician(s)) and Morehouse, as set forth in Articles 8 and 9, all case report forms, reports, data and results (the "Study Data") generated hereunder shall become the property of the applicable Sponsor and may be used by the Sponsor for any purpose, except as otherwise specified in the informed consent form or HIPAA authorization form applicable to the Study, without further obligation or liability to the Participant. Notwithstanding the foregoing, in addition to the rights specified in Articles 8 and 9, the Participant (and the Physician(s)) and Morehouse shall have the right to use the Study Data for continuing academic research and educational purposes and for the treatment and medical care of any subjects enrolled in the Study, subject to the confidentiality provisions set forth in Article 10 below. All individual medical records of the Study Subjects shall remain the property of the Participant or the Participant's practice entity, as applicable.

7.3 The Participant shall use commercially reasonable efforts, within the bounds of applicable legal requirements, including HIPAA, to provide or make available at the Practice the Study Data and other study-related medical records, individual subject data to the applicable Sponsor, the Network, and such governmental agencies designated by the Sponsor, upon prior notice to the Network and the Practice of any such request for copies of the Study Data and/or patient records or on-site access to such the records.

7.4 The Participant shall retain a copy of the Study Data and related Study Subject medical records for the longer of: (a) the time period set forth in the applicable Clinical Trial Agreement and Study Agreement; or (b) the minimum time period required under state law regarding the maintenance of patient records. The Participant and/or the Practice shall be entitled to retain a copy of all Study Data for the purposes referenced above and for archival purposes.

ARTICLE 8 – PUBLICATION

8.1 The Participant (and the Physician(s)) may publish and disseminate the results of the Study findings hereunder, and the authorship and contents (including scientific

conclusions and professional judgments) of any papers based on the Study prepared by the Participant or the Physician(s), shall be determined in the manner described in and subject to the applicable Clinical Trial Agreement and Study Agreement.

ARTICLE 9 – INTELLECTUAL PROPERTY

9.1 It is expressly agreed that no party to this Agreement transfers by operation of this Agreement to any other party any patent right, copyright, or other proprietary right a party owns as of the Effective Date. Further, all rights or claims, whether express or implied, not expressly granted in this Agreement are explicitly reserved.

9.2 Any inventions, methods, developments, and discoveries, whether patentable or not ("Inventions"), relating to or arising from a Study or made in the performance of work under this Agreement shall be governed by U.S. patent or copyright law, as applicable, including the rights of the United States government to Inventions developed in the course of federally sponsored Studies.

ARTICLE 10– CONFIDENTIAL INFORMATION

10.1 In furtherance of the conduct of a Study hereunder, it may be necessary or desirable for Morehouse to disclose to the Participant and/or the Physician(s), if applicable, proprietary, trade secret and/or other confidential information of Morehouse, the Network or a Sponsor (including its authorized representatives), whether or not marked as confidential, or should reasonably be understood to be confidential (hereinafter "Confidential Information"). The Network shall use reasonable efforts to mark the Confidential Information as confidential and identify its owner thereof at the time of disclosure, or, if disclosed verbally, shall reduce to writing and deliver such Confidential Information marked as confidential to the Participant within a reasonable period of time after the verbal disclosure. All such Confidential Information shall remain the property of the disclosing party or other person named in the Confidential Information. The Participant agrees that any such Confidential Information disclosed hereunder, shall be used only in connection with the legitimate purposes of this Agreement, shall be disclosed only to those who have a need to know it (including, as applicable, the Physician(s)) and are obligated to keep same in confidence, and shall be safeguarded with reasonable care. "Confidential Information" shall not include any information that:

(a) now, or hereafter becomes, generally available to the public through no fault of the Participant;

(b) was already in the possession of the Participant without restriction as to confidentiality at the time of disclosure as evidenced by competent written records; or

(c) is subsequently received by the Participant from a third party without restriction and without breaching any confidential obligation between the third party and the disclosing party hereunder.

Confidential Information may also be disclosed to the extent required by law or legal process, provided that the Physician shall provide reasonable advance notice of same and request such confidential treatment of such disclosure from Morehouse or the owner of the Confidential Information as may be afforded by law. This obligation of confidentiality shall survive for the greater of: (a) five (5) years following the expiration or earlier termination of this Agreement, or (b) such time period set forth in the applicable Clinical Trial Agreement or the Study Agreement.

10.2 The Participant agrees not to disclose any term of this Agreement to any person without the prior written consent of Morehouse, except as required by law.

10.3 The parties acknowledge the applicability of the HIPAA privacy standards and agree that each will comply with their respective obligations as required by HIPAA. To this end, the Participant shall, or cause the Physician(s) to, obtain from each subject enrolled in the study a duly executed HIPAA authorization form, in the form mutually agreed to by the Participant and Morehouse. Furthermore, the Participant and Morehouse agree to enter into a Business Associate Agreement substantially in the form of agreement attached hereto as Exhibit C. The Participant and Morehouse further agree to use and disclose Protected Health Information only to the extent and in the manner set forth in the Business Associate Agreement, and the Study Subject HIPAA authorization and informed consent forms. The parties shall cooperate with each other in taking such steps as is deemed appropriate, to enjoin misuse, regain possession of the Protected Health Information, and otherwise protect each parties' rights and subjects' privacy.

ARTICLE 11 - REPRESENTATIONS AND WARRANTIES

11.1 The parties are making certain representations and warranties as of the date of this Agreement as set forth below in this Article 11. Each party acknowledges and agrees that these representations and warranties are a material part of this Agreement and that the other parties to this Agreement are entering into the Agreement in reliance on the representations and warranties of such party. Each party agrees to promptly notify the other parties if at anytime during the term of the Agreement, any of the representations or warranties of such party become untrue, incomplete or misleading in any respect.

11.2 Morehouse represents and warrants that: (a) it has full corporate power and authority to execute and deliver this Agreement and has the full corporate power and authority to perform the terms and conditions hereof; (b) the execution, delivery and performance under this Agreement shall not violate any provision of its Articles of Incorporation or Bylaws or any order or decree of any court or arbitrator that is or may be binding on such party or any of its assets; and (c) the execution, delivery and performance of this Agreement shall not result in the breach of any provision of or any default under any agreement to which Morehouse is a party or which is or may be binding upon Morehouse or any of its assets.

11.3 The Participant, if an individual, represents and warrants that he/she is and shall remain during the term of this Agreement: (a) duly licensed to practice medicine in the state of Georgia; (b) duly trained to perform and undertake the duties and responsibilities to conduct the Studies to be undertaken pursuant hereto; (c) eligible to participate in all governmental and commercial payor programs; and (d) to his/her knowledge is not currently the

subject of any investigation or subject of any current administrative or judicial proceeding involving the practice of medicine. The Participant further represents and warrants that the execution, delivery and performance of this Agreement shall not result in the breach of any provision of or any default under any agreement to which the Participant is a party.

11.4 The Participant, if a private practice entity or institution, represents and warrants that: (a) it has the full corporate power and authority to execute and deliver this Agreement and has the full power and corporate power and authority perform the terms and conditions thereof; (b) shall inform the Physician(s) listed on Exhibit A, as amended from time to time, of the Participant's obligations hereunder and cause the Physician(s) to comply with the applicable provisions hereof; (c) the execution, delivery and performed under this Agreement shall not violate any provision of its Articles of Incorporation or Bylaws or any order or decree of any court or arbitrator that is or may be binding or such party or any of its assets; (d) it and each Physician is duly authorized to practice medicine in the state of Georgia; (e) it and each Physician is duly trained to perform and undertake the duties and responsibilities to conduct the Studies to be undertaken pursuant hereto; (f) it and each Physician is eligible to participate in all governmental and commercial payor programs; (g) to its knowledge, neither it nor any Physician is currently the subject of any investigation or subject of any current administrative or judicial proceeding involving the practice of medicine. The Participant further represents and warrants that the execution, deliver and performance of this Agreement by the Participant and the Physician(s), if applicable, shall not result in the breach of any provision of or any default under any agreement to which the Participant or Physician(s) is a party.

11.5 The Participant and Morehouse hereby represent and warrant to the other party that the warranting party (and its Study personnel, including the Physician(s)) is not and has not ever been debarred under the Generic Drug Enforcement Act of 1992, as amended, and has not used, and will not use the services of any person or entity debarred under the Generic Drug Enforcement Act of 1992, as amended, in any capacity in connection with any of the services or work provided hereunder and that this classification may be relied upon in any applications to the FDA for drug approval. It is understood and agreed that this certification imposes a continuing obligation upon all parties to notify the other party of any change in the truth of this certification during the term of this Agreement.

11.6 For each Study sponsored in whole or part by any agency or branch of the U.S. government, the Participant acknowledges that the Participant, the Study personnel (including the Physician(s)) and the Practice are subject to and shall remain compliant with the special certifications set forth on Exhibit D hereto.

11.7 The Participant and Morehouse further represent and warrant to each other that such party (and its Study personnel, including the Physician(s)), has no financial or fiduciary relationship with any third party that would create or appear to create a conflict of interest in the conduct of any Study to be conducted by Participant (or the Physician(s)) hereunder.

ARTICLE 12 – TERM AND TERMINATION

12.1 This Agreement shall commence on the Effective Date of this Agreement and shall continue in effect until terminated in accordance with this Article 12.

12.2 This Agreement may be terminated:

(a) By written mutual agreement of the parties hereto;

(b) By either party for any reason upon thirty (30) days written notice to the other party;

(c) By Morehouse immediately upon written notice to the Participant in the event: (i) the Participant or any Physician is prohibited from continuing in the conduct of a Study, based on the breach by the Participant or any Physician of the applicable Clinical Study Agreement or Study Agreement; (ii) the IRB revokes its approval of the Studies in which the Participant is participating, based upon the misconduct of the Participant or the Study personnel under the Participant's supervision (including the Physician(s)); (iii) the Participant's representations under Articles 11.3 - 11.7 are false or no longer true; (iv) the Participant or any Physician commits a fraudulent act in the conduct of a Study; or (iv) the Participant or any Physician has committed a material breach or default of the terms of this Agreement, including repeated failure to abide by applicable policies or law in the conduct of Studies hereunder, and has failed to cure such material breach or default within twenty (20) days of written notice of such breach or default from Morehouse; or

(d) By the Participant upon written notice to Morehouse if Morehouse has committed a material breach or default of the terms of this Agreement and has failed to cure such material breach or default within twenty (20) days of written notice of such breach or default from the Participant.

12.3 The parties acknowledge and agree that the expiration or termination of a Clinical Trial Agreement or Study Agreement shall not automatically result in the termination of this Agreement or any other Clinical Trial Agreement or Study Agreement.

12.4 Upon the effective date of termination of this Agreement, there shall be an accounting prepared by the Network that shall be submitted to the Participant within sixty (60) days. Morehouse shall make payment to the Participant of all Study Fees the Participant is due within ten (10) days of its receipt of any such Study Fees from the applicable Sponsor, subject to offset of any unearned advances made by the applicable Sponsor(s), and other obligations properly incurred by Morehouse or the Network that have not been repaid or are not reasonably cancelable prior to the effective date of termination of this Agreement. Upon the termination of this Agreement, the Participant shall return or cause to be returned to the applicable Sponsor (or its designee) all unused Study materials, including unused amounts of the investigational drug or device, and the case report forms. Furthermore, the Participant agrees to cooperate with Morehouse with: (a) the transfer or termination of any Study in progress of as of the effective date of termination of this Agreement, and (b) the return or destruction of any Confidential Information as specified by Morehouse; and shall cause the Study personnel (including the Physician(s)) to assist in the transition of the Study conducted at the Practice in a manner consistent with this Section 12.4.

ARTICLE 13 - INSURANCE; INDEMNIFICATION

13.1 Throughout the term of this Agreement and for a period of three (3) years hereafter, the Participant shall maintain, or cause to be maintained, policies of insurance or a self-insurance program in the amounts of not less than one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) aggregate covering the Participant, the Physician(s), the Study personnel and the Practice for any injury, personal injury or death that may occur in connection with the research activities conducted pursuant to this Agreement. Such insurance policy or polices shall include coverage for personal and bodily injury and broad form property damage. The Participant shall deliver to Morehouse certificate(s) of insurance evidencing such insurance coverage upon execution of this Agreement and upon the annual renewal thereof or the reasonable request of Morehouse. The Participant shall provide to Morehouse thirty (30) days' prior written notice of any change in or cancellation of such insurance coverage.

13.2 The Participant shall indemnify, defend and hold harmless Morehouse, the Network and their respective directors, trustees, officers, employees and agents, and their affiliates (collectively, the "Indemnitees"), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits and claims of any kind and nature whatsoever (including reasonable attorneys' fees and expenses) (collectively, any "Claims") that may be imposed on, incurred by or asserted against any or all of the Indemnitees relating to or arising from this Agreement, to the extent that any such Claim does not result from a breach of such Indemnitee's warranties, representatives, covenants or obligations under this Agreement.

ARTICLE 14 - NOTICES

14.1 All notices to be given by any party to any other parties shall be made in writing by hand delivery or by registered or certified mail, return receipt requested or by other method reasonably capable of proof of receipt thereof and addressed to the parties at their respective addresses set forth below to the attention of:

If to Morehouse or the Network:

Morehouse Community Physicians Network© and Registry
c/o Morehouse School of Medicine
720 Westview Drive, SW
Atlanta, Georgia 30310-1494

Attn: Priscilla Johnson, Ph.D., MSN

If to the Participant:

_____
_____
_____

or to such other address as each may designate from time to time to the others. Any notice shall be effective as of its date of receipt.

ARTICLE 15 - GENERAL

15.1 The Participant shall, and shall cause the Study personnel not (including the Physician(s)) not to, use the name of Morehouse, CPN, the Network or a variant thereof, or any Sponsor or its authorized representative for any advertising or promotional purpose without the prior written consent of Morehouse or the Sponsor, as applicable.

15.2 No right or license is granted under this Agreement by any party to any other party, either expressly or by implication, except those specifically set forth herein.

15.3 The provisions of this Agreement that are by their terms intended to survive the termination of this Agreement, including but not limited to Articles 3.5, 3.6, 4, 6.5, 7, 8, 9, 10, 12.4, and 13, shall survive any termination or expiration of this Agreement. No termination hereunder shall constitute a waiver of any rights or causes of action that either party may have based upon events occurring prior to the termination date.

15.4 In the event of a conflict between the terms and provisions of this Agreement and those of any applicable Protocol, the terms and provisions of the Protocol shall control as to all clinical matters, except with respect to Article 3.6(c). In all other matters, including matters described under Article 3.6(c), the terms of this Agreement shall control. In the event of a conflict between any term of this Agreement and any term of a Clinical Trial Agreement or Study Agreement, the terms and provisions of the Clinical Trial Agreement or the Study Agreement, as applicable, shall govern and control.

15.5 All matters affecting the interpretation, validity and performance of this Agreement shall be governed by the laws of the State of Georgia, without regard or giving effect to its conflict of law principles. Venue for any dispute arising under or out of this Agreement shall be exclusively in federal or state courts, located in Fulton County, Georgia. Each of the parties hereto hereby irrevocable consents and submits to the exclusive jurisdiction of any state or federal court setting in the Fulton County, Georgia.

15.6 This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that Morehouse shall have the right to assign its rights and obligations hereunder to any corporate affiliate until prior written notice to the Participant.

15.7 This Agreement, including the annexed Exhibit(s), sets forth the entire understanding between the parties herein, and there are no other understandings or promises, written or verbal, not set forth herein, relating to the subject matter hereof. This Agreement may not be changed or supplemented, except by a writing executed by the all of the parties hereto. Each party shall promptly notify the other parties in writing if at any time during the term of this Agreement any continuing representation or warranty of such party is no longer valid or accurate. No failure or delay in exercising any right hereunder will be considered a waiver

thereof unless expressly waived in writing by the party to be charged therewith. No waiver on one occasion will be considered a continuing or subsequent waiver.

15.8 Neither party makes any warranties for any purpose whatsoever, expressed or implied, as to the results of the Study, including the merchantability or fitness for a particular purpose of the Study, or the results of the Study under this Agreement, and the Participant acknowledges that the Participant is not authorized to make any warranty in the name of, or on behalf of the Network or Morehouse, by virtue of this Agreement.

15.9 The relationships between Morehouse and the Participant (and its Study personnel including the Physician(s)) under this Agreement are those of independent contractors, and this Agreement shall not, and is not intended to, make such parties partners, joint venturers, or agents of any party. Except as expressly authorized in Article 1 above, no party to this Agreement shall have the power to bind or obligate any other party as a result of this Agreement.

15.10 This Agreement is entered into solely between, and may be enforced only by, the parties hereto. This Agreement shall not be deemed to create any rights or causes of action in or on behalf of any third parties, including without limitation, employees, vendors and customers of a party, or to create any obligations of a party to any such third parties.

IN WITNESS WHEREOF, each of the parties first named above have caused this Agreement to be executed as of the Effective Date.

MOREHOUSE SCHOOL OF MEDICINE
DBA COMMUNITY PHYSICIANS NETWORK© AND REGISTRY

By: _____
Sandra Harris-Hooker, PhD
Vice President and Executive Vice Dean
for Research and Academic Administration

PARTICIPANT

_____
Print Name: _____
Print Title: _____
(if applicable): _____

Exhibit A
List of Participant's Physicians

(To be completed, if applicable.)

Exhibit B

Compensation Methodology

(To be completed.)

Exhibit C

Form of Business Associate Agreement

(See attached.)

Exhibit D

Special Certifications

(See attached.)