**AGREEMENT**

between

University Medical Centre Utrecht (“Sponsor” )

Heidelberglaan 100 (Room number: Str. 3.116), 3584 CX Utrecht, The Netherlands

and

[Name of party in full] (hereinafter: “NHS Organisation” / “Participating Site” **)**

**and**

Imperial College of Science Technology and Medicine (“Imperial”)

Exhibition Road, South Kensington, London, SW7 2BX

Each separately referred to as the "Party", each collectively referred to as the "Parties".

WHEREAS:

* Imperial was a lead applicant to the National Institute for Health Research for a project entitled “**A Randomised, Embedded, Multi-factorial, Adaptive Platform Trial for Community-Acquired Pneumonia (REMAP-CAP) – Influenza**
* Imperial has been provided with an NIHR award from the Secretary of State for Health and Social Care (“the Funder”) and has received a contract to carry out the Study;
* Utrecht and Imperial, together with other parties, have entered/are about to enter in a certain collaboration agreement under which Utrecht has agreed to be a regulatory sponsor for the Study and has delegated certain Study related responsibilities to Imperial and, under which Imperial has agreed to make payments to the participating sites;
* The Sponsor and the Participating Site entered into the Model agreement for non-commercial research in health service on (date….) which sets out their respective responsibilities for the Study, attached as Section B here to (the “Site Agreement”);
* The Parties wish to agree the terms on which Imperial will reimburse the Participating Site.

IT IS NOW AGREED AS FOLLOWS

* 1. The Parties agree to financing of the Study as set out in Schedule A hereto.
	2. Where payments are agreed:
		1. The Parties agree that prior to receiving payment the Participating Site shall submit an invoice in accordance with Schedule A setting out the costs incurred and payment claimed.
		2. Payment by Imperial shall be without prejudice to any claims or rights which Imperial may have against the Participating Site and shall not constitute any admission by Imperial as to the performance by the Participating Site of its obligations under the Site Agreement and this Agreement.

## Term

* 1. This Agreement will commence on the date the final signatory signed the Agreement and shall remain in effect until completion of the Study (which means the conclusion of all Protocol required activities for all enrolled Participants) and close-out of the Participating Site or earlier termination in accordance with clause 10 of the Site Agreement.

IN WITNESS WHEREOF, the Parties have hereto requested their duly authorized

representatives to execute this Agreement, as of the date written above.

Signed on behalf of the **University Medical Centre Utrecht**

Signature: Signature:

Name: Monique C. van der Linden, MSc Name: Prof. Dr. N.J. de Wit

Title: Director of division Julius Center for Title: Chair division Julius Centre for

Health Sciences and Primary Care Health Sciences and Primary Care

Signed on behalf of the **[NHS Organisation” / Participating Site]**

Signature:

Name:

Title:

Date:

Signed on behalf of Imperial College of Science Technology and Medicine

Signature:

Name:

Title:

Date:

### Section A

### Financial Arrangements

The overall, study-wide recruitment for this Study is competitive with a maximum figure of 4800 participants. Once this target has been reached, Imperial will notify the Participaitng Site. No additional per participant payments will be made by Imperial to the Participating Site for patients consented after such notification becomes effective, in accordance with clause 13.3. of the Site Agreement.

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| --- | --- | --- |
|  | **Area of Cost**  | **Payment (£ Sterling)** |
|  | Per Patient Fees (positive influenza patients) | £400 per patient |
|  | Monitoring, archiving and close out | £1,345 (one off payment) |
|  | Site set up (new site) | £1570 (one off payment) |

* Payments by Imperial during the course of the Study are dependent on continued availability of funds from the Funder. In the event of a change to the availability of funds, the Participating Site will be notified and a decision would be made about the continuation of the Study at the Participating Site.
* Imperial reserves the right to amend/withhold final payments in cases where the Participant Site has not performed their duties according to the terms of the Protocol and/or this Site Agreement.
* The Participaintg Site is expected to keep accurate accounts of all costs incurred in the performance of the Site Agreement. Financial records, including substantiating documents, shall be retained by the Participating Site for a period of five (5) years from the date of submission of the final expenditure report, except that records pertaining to audits, appeals, litigation or settlement of claims arising out of performance of the Site Agreement shall be retained until such audits, appeals, litigation or claims have been disposed of.
* All costs incurred under the Site Agreement may be subject to audit by Imperial. The Participating Site shall allow the appropriate Imperial representatives (including the Funder) access to records where necessary to support costs relating to this Agreement and the Site Agreement.
* Payment shall be made in Pounds Sterling according to this Schedule A on presentation of VAT (if applicable) invoices from the Participaing Site.
* Details of requested payments, including Trial number (where applicable) and amounts requested, must be submitted with each invoice.
* At the end of the Study any outstanding amounts must be submitted by the Participating Site within the timeframe reasonably requested by Imperial, after which any outstanding invoices will not be paid.

If VAT is payable, then Imperial shall pay the VAT in addition to the payment of the agreed costs on presentation of a VAT invoice in which the VAT is stated as a separate item. Such invoices should quote the Participating Site’s VAT registration number. If VAT is not payable, then Imperial shall issue a VAT exemption certificate.

**Schedule of payments and details of payment arrangements**

Invoices to be submitted [Insert FREQUENCY OR INTERVAL, timing and start e.g. quarterly in arrears following the start of recruitment at the Trial Site] to:

Accounts Payable
Imperial College London
Level 3, Sherfield Building
Exhibition Road
London, SW7 2AZ
Email address: apinvoices@imperial.ac.uk

Invoices must quote Imperial’s account number PA5278 and Imperial’s Purchase Order number which will be sent to (include name /email address of the Participating Site by Imperial following the execution of the Agreement.

Or arrange BACS Transfer to: [Insert BANK NAME].

Sort code: [Insert SORT CODE]

Account: [Insert ACCOUNT NUMBER]

And send the relevant paperwork toat the above address.

Invoices must be paid promptly within thirty (30) days of receipt. No payment shall be made in the case where invoices are not presented in a complete, accurate and timely fashion and funding has been irrecoverably reclaimed by the Funder as a result of such delay or inadequacy.

**Section B**

**Copy of the Site Agreement**