

STATEMENT OF WORK #X

To the Master Agreement between the Primary Site and the Satellite Site.

This Statement of Work #X (the "SOW") is entered into between **PRIMARY INSTITUTION** ("Primary Institution"), **SATELLITE INSTITUTION** ("Satellite Institution"), PRIMARY INVESTIGATOR ("Principal Investigator"), and SATELLITE INVESTIGATOR ("Satellite Investigator") and is pursuant to and is a part of the Master Agreement entered into between Primary Institution and Satellite institution and is effective as of **DATE**, as amended (the "Master Agreement"), and is effective as of the date of last signature below (the "SOW Effective Date").

Capitalized terms used in this SOW and not otherwise defined will have the same meaning as set forth in the Master Agreement.

The Parties hereby agree as follows:

1. **Scope:** This document constitutes a SOW as defined in the Master Agreement. The Study described in this SOW is to be conducted, in accordance with the terms and conditions of the Master Agreement.
2. **Study Details:** Specific terms for the Study to be conducted pursuant to this SOW are as set forth below:
 - a. **Study Name:** **NAME** (the "Study")
 - b. The Parties agree that the Protocol has been distributed to the Investigators named above.
 - c. **Study Drug(s):** **NAME(S)** (the "Study Drug")
 - d. **Study Sponsor:** **NAME** (the "Sponsor")
 - e. **Study Funder(s):** **NAME(S)** (the "Funder(s)")
 - f. **REB of Record at** **PRIMARY SITE REB:**
 - g. **REB of Record at** **SATELLITE SITE REB: specify only if different from PRIMARY SITE**
3. All of Satellite Site's obligations and responsibilities under this SOW shall be in accordance with the Study-specific delegation log and any other training materials provided by the Primary Site to the Satellite Site.
4. **Study Budget/Payment Terms:** The Study budget and payment terms for the Study under this SOW are set forth at Schedule 2 to this SOW, entitled "Study Budget and Payment Terms". The Parties agree that any compensation being paid to the Satellite Site under this SOW constitutes the fair market value of the services to be provided hereunder. No amounts paid under this SOW are intended to be for, nor shall they be construed as, an offer or payment

made in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, or provide a favorable formulary status, for any product or service.

All parties agree to the following payment terms:

INSERT TERMS/FLOW-DOWN LANGUAGE FROM FUNDERS

OR

There is no transfer of funds or budget under this SOW.

5. Flow-down terms from the Sponsor:

INSERT STUDY DRUG WARRANTY TERMS, INDEMNITY TERMS, ETC. THAT FLOW DOWN FROM THE PRIMARY AGREEMENT WITH SPONSOR

6. Modifications to Agreement: The Parties agree to the following changes to the Terms and Conditions of the Agreement:

1. *No changes listed.*

7. Term: The term of this SOW will commence on the SOW Effective Date and will continue until the earlier of Close-Out (defined below) of the Study in accordance with the Protocol or termination of this SOW in accordance with the Master Agreement.

8. Amendments: No modification, amendment, or waiver of this SOW shall be effective unless in writing and signed by a duly authorized representative of each Party, in accordance with the Master Agreement, and approved by the REB as necessary.

9. Counterparts: This Agreement may be executed in any number of counterparts with the same effect as if both parties had signed the same document. Each counterpart shall constitute as an original, and when taken together, shall constitute one and the same instrument.

The exchange of a signed copy of this Agreement by electronic transmission or facsimile, and signed by PDF signature, DocuSign, or similar, shall have the same effect as a wet ink original.

[Remainder of page intentionally left blank; signature page to follow]

ACCEPTED AND AGREED:

Signature:

Name: _____

Title: _____

Date: _____

Signature:

Name: _____

Title: _____

Date: _____

Signature:

Name: _____

Title: _____

Date: _____

Signature:

Name: _____

Title: _____

Date: _____

**SCHEDULE A TO SOW #
PROTOCOL**

The protocol has been provided to all parties under separate cover and is incorporated herein by reference, as amended.

DRAFT

**SCHEDULE B TO SOW #
STUDY BUDGET AND PAYMENT TERMS**

Budget Details:

Payments:

All payments will be made by EFT/CHEQUE at the following details:

INSERT

Payment notifications should be sent to:

INSERT

Payments shall be made on the following timelines: