



SITE MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ (date) of _____ (month), _____ (year), by and between the undersigned.

WHEREAS, _____ is a _____ corporation, with its principal place of doing business located at _____, hereinafter “SERRG”;

WHEREAS, SERRG is in the business of facilitating and coordinating clinical, medical or pharmaceutical trials, hereinafter “Trial” or “Trials”, as applicable, for various sponsors and clinical research organizations, hereinafter, collectively, “Sponsor” or “Sponsors”, as applicable, under multiple clinical trial or research agreements, as applicable, hereinafter “CTA”, which agreements are either cumulative for all Trials being facilitated, coordinated and managed by SERRG for a Sponsor, or specific for one or more limited Trials being facilitated, coordinated and managed by SERRG for a Sponsor;

WHEREAS, _____ is a _____, with his/her/its principal place of doing business at _____, and is either a physician, medical practice, healthcare provider, hospital, clinic, or medical care facility, inclusive of any of the employees, agents and independent contractors thereof, whomsoever, which is qualified to manage and be the principal investigator of one or more Trials for and on behalf of Sponsors, all under the auspices of SERRG, and all in accordance herewith and pursuant hereto, hereinafter, collectively, “Investigator”;

WHEREAS, SERRG desires to engage Investigator, but, only, as an independent contractor, to manage one or more Trials for and on behalf of Sponsors, all under the auspices of SERRG, and all in accordance herewith and pursuant hereto, and Investigator wishes to be so engaged, and

WHEREAS, SERRG and Investigator would like to provide a full statement of their agreement in this regard, all as is hereinafter more fully explicated.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements herein contained, the parties hereto do agree as follows, to-wit:

1. SERVICES AND SCOPE OF DUTIES TO BE PROVIDED.

1.1.1 Services to be Provided By Investigator.

Investigator agrees to provide such services, hereinafter “Services”, as are required by Sponsors and SERRG, all in accordance with the specific and applicable CTA for any particular trial being managed by Investigator, all in accordance herewith and pursuant hereto. This Agreement is made in conjunction with and pursuant to any applicable CTA governing such Trial, in general, or in particular, and which specifically applicable CTA is incorporated by reference herein and made a part hereof, with Investigator and SERRG agreeing to be fully bound by all of the terms and conditions thereof, as if fully explicated herein. In the event of any conflict between the terms hereof and the terms of such specifically applicable CTA, then the terms of such specifically applicable CTA shall prevail, in all respects, and this Agreement shall be governed thereby and subordinate thereto.

1.1.2 Scope of Duties.

Investigator’s duties hereunder shall include, but not be limited to, the following, to-wit:

1.1.2.1 providing SERRG and Sponsor with such Services as SERRG and Sponsor deem necessary and appropriate;

1.1.2.2 keeping and maintaining (or causing to be kept and maintained) appropriate records relating to all Services rendered by Investigator under this Agreement;

1.1.2.3 preparing and attending to, in connection with such Services, all necessary or appropriate reports, claims, and correspondence, all of which records, reports, claims, and correspondence shall belong to SERRG or to Sponsors, as applicable, and

1.1.2.4 performing such other duties as SERRG or Sponsors may, from time to time, reasonably direct, and which duties are consistent with the duties customarily performed by investigators similarly situated and employed.

1.1.2.5 allowing SERRG or Sponsors access to patient charts in order to perform internal audits for any Trials hereunder.

1.1.2.6 allowing SERRG and/or Sponsors of any Trials access to Investigator's offices and facilities to verify source documents obtained by SERRG and/or Sponsors from Investigator.

1.1.2.7 allowing SERRG to bring the Sponsors of any Trial to meet with Investigator or his/her/its representatives at a mutually convenient time to facilitate or coordinate any aspects of such Trial, or to carry out any of the provisions hereof, or of the CTA.

1.1.2.8 complying with all requirements of Good Clinical Practices, hereinafter "GCP", International Conference of Harmonization, hereinafter "ICH" and Code of Federal Regulations, hereinafter "CFR", and any and all future regulations, requirements and writing promulgated thereunder.

1.1.2.9 devoting all necessary time and his/her/its best efforts in the performance of his/her/its duties hereunder, all in accordance with the highest ethical standards of the Investigator's profession, or of GCP, ICH and CFR.

1.1.2.10 doing all things needful and necessary, and as required, to conduct himself/herself/itself according to the highest standards of honesty, integrity and morality, and in full compliance with the provisions hereof, and of the CTA, GCP, ICH and CFM, as well as all applicable protocols, provisions, canons of professional conduct and ethics, ordinances, laws, and statutes, and to insure that all of his/her/its employees, agents and independent contractors, whomsoever, do so as well.

1.1.2.11 agreeing to comply with all requirements of the Health Insurance and Portability and Accountability Act ("HIPAA"), and any and all future rules and regulations promulgated thereunder.

1.1.2.12 supervising any and all sub-investigators, whose services are engaged by SERRG, but which services are being provided with respect to a Trial or Trials being managed by Investigator, all in accordance herewith and pursuant hereto.

1.2 Services and Duties to be Provided By SERRG.

1.2.1 SERRG shall obtain Trials for Investigator from Sponsors in Investigator's medical specialty in accordance with the information provided in an Investigator Profile and Demographics submitted to SERRG by Investigator on an ongoing basis.

1.2.2 This Agreement shall not be fully recognized and become effective until SERRG receives the completed Investigator Profile and Demographics form, Curriculum Vitae and medical licenses and DEA information for Investigator.

1.2.3 SERRG will manage Trial operations and Trial services as directed by Trial protocol for the duration of the Trial. Operations and Services will be performed and agreed upon per protocol prior to Trial initiation.

1.2.4 SERRG reserves the right to amend this Agreement pursuant to the results of its internal monitoring and quality review of Investigator with respect to any Trial.

1.2.5 SERRG will make available to Investigator all source documents, audit and monitoring results.

1.2.6 Nothing herein contained shall represent or warrant to Investigator that SERRG is obligated to provide a minimum or maximum number of Trials for Investigator hereunder; that Investigator has a right of first refusal with respect to any Trials to be facilitated and coordinated by SERRG; that Investigator shall be the sole or exclusive agent or independent contractor for SERRG in this regard, either where Investigator conducts his/her/its business or businesses, or elsewhere, or that Investigator has been given any commitments or guaranties, irrespective of whether oral or written, in this regard, of whatsoever kind and nature.

1.2.7 SERRG agrees to comply with all requirements of the Health Insurance and Portability and Accountability Act ("HIPAA") and any and all future regulations, requirements and writing promulgated thereunder.

2. COVENANTS AND WARRANTIES OF INVESTIGATOR.

2.1 Qualifications. Investigator covenants, represents and warrants to SERRG that, as applicable, Investigator, and all of his/her/its associates, partners, members, shareholders, employees, agents, or independent contractors, whomsoever:

2.1.1 have and shall maintain, in good standing, throughout the term of this Agreement all licenses and certifications required of each of them to be professionally licensed in the state or states where Trials are to be conducted in accordance herewith and pursuant hereto;

2.1.2 have and shall maintain throughout the term of this Agreement current authorization from federal and state drug enforcement agencies to prescribe drugs and controlled substances, of any and all kinds, whatsoever, necessary in conducting Trials;

2.1.3 except, only, as has been specifically disclosed by Investigator to SERRG, in writing, the Investigator and all of his/her/its associates, partners, members, shareholders, employees, agents, or independent contractors, whomsoever, and as applicable, are not now, and have not previously been, subject to any involuntary revocation, reduction, restriction, suspension, limitation, termination, or denial of any professional license, permit, certification, or medical staff membership or clinical privilege, whatsoever;

2.1.4 have not been convicted of a criminal offense or listed by a federal agency as debarred, nor been excluded or otherwise made ineligible to participate in any Federal health care program, including, but not limited to, the Medicare and Medicaid programs, and

2.1.5 have given SERRG true, correct and complete information regarding his/her/its credentials.

2.2 Staff Membership. At all times during the term of this Agreement, Investigator will be a member of the active staff of any and all hospitals, clinics or medical facilities which Investigator may use to provide Services, with sufficient privileges at facilities to permit Investigator to perform all Services required of Investigator under this Agreement.

2.3 Performance Standards. In performing Services under this Agreement, Investigator agrees to: (i) use diligent efforts and superior professional skills and judgment; (ii) perform professional and supervisory Services in accordance with the highest recognized standards of Investigator's profession; (iii) act in a manner consistent with the principles and ethics of Investigator's profession; (iv) fully comply with the bylaws, rules and regulations of the medical staff at any facility which Investigator is using to provide Services in accordance herewith and pursuant hereto; (v) fully comply with all applicable federal, state and local laws, rules and regulations, and (vi) fully comply with all protocols, policies and procedures of SERRG and of any Sponsor.

2.4 Confidential Information. During the term of this Agreement and after its termination, Investigator agrees to keep confidential the terms of this Agreement and all confidential or proprietary information, relating to the operations of SERRG and of any Sponsor for whom Investigator is providing Services in accordance herewith and pursuant hereto, and learned by Investigator as a result of performing the Services called for hereunder, unless otherwise mutually agreed to by the parties, in writing, or as is otherwise required by law. This requirement shall not limit nor prevent Investigator from discussing patient care information to the extent otherwise permitted by law and as is necessary to properly discharge Investigator's duties required under this Agreement, or professionally to his/her/its patients.

2.5 SERRG Employees/Contractors. Investigator will not interfere with the relationship between SERRG and any of SERRG's Sponsors and also between any of SERRG's and its Sponsors' respective employees, contractors, or contract groups, provided that Investigator's reasonable and normal professional supervision and direction of SERRG's or of any Sponsors' staff or sub-investigators, to the extent reasonably necessary to provide the Services called for hereunder, shall not be deemed to constitute such interference. SERRG's and Sponsors' respective employees, contractors, and contract groups involved in the provision of Services will be hired and terminated, as applicable, by SERRG or Sponsors, and shall also be required to comply with all applicable protocols, rules, regulations, and procedures established by SERRG and/or by Sponsors, and work for compensation rates established by SERRG or Sponsors. Investigator will not alter or undermine SERRG's and/or Sponsors' policies or protocols in regard to their respective staffs, personnel or contractors, in any way, whatsoever.

2.6 Reporting. Investigator shall immediately report to SERRG in the event, on or after the date of this Agreement, of any involuntary revocation, reduction, restriction, suspension, limitation, termination, or denial of any professional license, permit, certification, or medical staff membership or clinical privilege; or any event resulting in Investigator's debarment or exclusion from, or ineligibility to participate in, any Federal health care program, including, but not limited to, the Medicare or Medicaid programs; or the filing of any malpractice lawsuits in which Investigator has been named as a defendant; or any change, whatsoever, in the covenants and warranties given by the Investigator herein.

3. EQUIPMENT PROVIDED BY SERRG.

SERRG and/or Sponsors, as applicable, will furnish the supplies, equipment and apparatus necessary, in the judgment of SERRG and/or of Sponsors, as applicable, for the provision of Services required hereunder and will keep the same in good repair. Additional equipment will be obtained by SERRG and/or Sponsors, as applicable, from time to time, if deemed necessary or desirable by SERRG and/or Sponsors, as applicable. Supplies for the provision of Services will be purchased by SERRG and/or Sponsors, as applicable, and the types of supplies and the quantities maintained will be determined by SERRG and/or Sponsors, as applicable, with consideration of input from Investigator. Whenever

Investigator desires to request new or additional supplies, equipment or repairs/replacement of existing equipment, Investigator agrees to submit such request in writing (hand written note acceptable) to SERRG.

4. FINANCIAL MATTERS.

4.1 Billing. SERRG shall be entitled to, and solely responsible for, billing and collecting for all Services provided hereunder. Investigator agrees not to bill or collect any amount from Sponsors for the Services rendered pursuant to this Agreement. At SERRG's request, Investigator shall provide reasonable assistance necessary to facilitate such billing and collection by SERRG, including without limitation providing descriptions of Investigator's Services provided hereunder and any necessary billing authorizations or assignments.

4.2 Compensation.

4.2.1 In consideration for all of the Services to be provided by Investigator pursuant to Section 1 of this Agreement or otherwise, of whatsoever kind and nature, SERRG agrees to pay Investigator five percent (5%) of the gross fees paid by Sponsor to SERRG for each and every Trial for which Investigator is specifically and expressly providing Services to SERRG, all in accordance herewith and pursuant hereto.

4.2.2 Investigator may also share, equally with all other applicable sub-investigators, ten percent (10%) of the gross fees paid to SERRG by Sponsor for any Trial or Trials for which Investigator is providing sub-investigator services with other professionals engaged by SERRG for any such Trial or Trials under respective, sub-investigator agreements, but which sub-investigator services Investigator may also be supervising hereunder, and for which sub-investigator services, if applicable, Investigator shall be separately contracted.

4.2.3 The compensation to be paid to Investigator hereunder shall be paid by SERRG to Investigator, only, as, when and if received by SERRG from Sponsor with respect to each particular Trial or Trials for which Investigator is being engaged by SERRG hereunder, and for which particular Trial or Trials SERRG is being expressly paid by Sponsor, and within fifteen (15) days of the receipt of same.

4.2.4 All payments shall be made in the name of Investigator and mailed to the legal address provided.

4.2.5 SERRG reserves the right to adjust the contract percentage to Investigator, as needed, based upon results.

4.3 Fair Market Value. The parties agree that the compensation paid to Investigator hereunder represents a fair market value compensation for the Services rendered by Investigator pursuant hereto, and that such compensation has not been determined on the basis of the volume or value of any referrals of patients, items or Services between Investigator and SERRG.

4.4 Taxes.

4.4.1 Investigator, as an independent contractor, agrees to pay in a timely manner all income taxes, FICA taxes and any other taxes or fees as required by law relating to compensation received pursuant to Section 4.2 hereof.

4.4.2 Neither Investigator, nor any individual whose compensation for services is paid by Investigator, is, in any way, directly or indirectly, expressly, or by implication, employed by SERRG or by Sponsor, nor shall any of them, including Investigator, be deemed to be employed by SERRG or by Sponsor for the purpose of any tax, withholding or contribution levied by the Federal Government or by any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Social Security Administration, or by any State or City government or agency thereof, or by any Federal, State and/or local law with respect to employment or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and Investigator accepts exclusive liability for any and all payroll taxes, income tax withholdings, and/or contributions, in any form, whatsoever, imposed by Federal, State or local governmental law, authorities and/or agencies thereof, not only with respect to Investigator, but also with respect to any and all agents and individuals whose compensation is paid by Investigator, with Investigator saving, indemnifying and holding SERRG and Sponsor, jointly and severally, harmless therefrom.

5. TERM AND TERM.

5.1 The term of this Agreement shall begin on _____, 20_____, hereafter "Commencement Date", and shall continue for a minimum period of one (1) year from the Commencement Date, and from year to year thereafter, unless terminated prior thereto, all in accordance with Section 5.2 hereof. "Contract Year" for all purposes hereof shall mean _____ to _____ of each calendar year.

5.2 Provided, however, that this Agreement may be terminated: (i) at any time, by mutual agreement, in writing, or (ii) by either party giving not less than one (1) day "for cause", or (iii) thirty (30) days "without cause", prior written notice of such termination to the other party hereto, and in any such event, SERRG shall be only obligated to continue paying Investigator the compensation due him/her/it under this Agreement up to termination date stated in said written notice.

5.2.1 Notwithstanding the termination of this Agreement, the parties hereto shall be required to carry out any provision hereof which contemplate performance by them subsequent to such termination, and such termination shall not affect any liability or obligation which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

5.2.2 Investigator shall fully cooperate with SERRG in all matters relating to the winding up of his/her/its pending Trial or Trials on behalf of SERRG and the orderly transfer of any such Trial or Trials to other Investigators designated by SERRG, and to that end, SERRG shall be entitled to such Services of Investigator which SERRG may reasonably require during all or any part of the notice period following any such notice of termination.

5.2.3 "For cause" shall be defined, for all purposes hereof, whatsoever, as the following, which shall be equally applicable to Investigator and to any of his/her/its associates, partners, members, shareholders, employees, agents, and independent contractors, whomsoever:

5.2.3.1 any felonious acts, crimes, or offenses involving moral turpitude;

5.2.3.2 any acts or conduct, whether professional or nonprofessional in nature, which, in SERRG's sole judgment and absolute discretion, may bring or have brought disrepute upon the SERRG or Sponsors;

5.2.3.3 gross professional neglect, in SERRG's sole judgment and absolute discretion;

5.2.3.4 Investigator's death;

5.2.3.5 Investigator's permanent disability, which prevents, or makes inadvisable his/her/its continued performance, as contemplated by this Agreement, as SERRG determines, in its sole judgment and absolute discretion;

5.2.3.6 Investigator's retirement or cessation of doing business, in whole, or in part;

5.2.3.7 the breach by Investigator of this Agreement, to include any failure by Investigator to perform all covenants, promises and undertakings made by Investigator herein, as well as any breach of any representation or warranty made by Investigator herein, all as SERRG determines, in its sole judgment and absolute discretion;

5.2.3.8 Investigator's failure to obtain, loss or suspension of any applicable professional board certification or licensure, in any form or manner, whatsoever;

5.2.3.9 the cancellation, revocation or suspension of Investigator's right or license to practice professionally in the State of Georgia, or in any other state in which Investigator is so duly licensed;

5.2.3.10 the placement or imposition of any restrictions or limitation, by any governmental authority having appropriate jurisdiction, upon the Investigator, so that Investigator cannot fully, professionally engage in the Services required by SERRG hereunder;

5.2.3.11 Investigator's failure or refusal to comply with the protocols, rules, policies, standards, and regulations of SERRG and/or of any Sponsor for whom Investigator is providing Services in accordance herewith and pursuant hereto, from time to time established, all as SERRG or such Sponsor determine, in their sole judgment and absolute discretion;

5.2.3.12 Investigator's failure to fulfill any of the duties and responsibilities outlined or described herein, all as SERRG or Sponsor determines, in their sole judgment and absolute discretion, or

5.2.3.13 Investigator's loss of staff privileges at any facility where Investigator provides Services required hereunder.

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

In the performance of the duties and obligations of the Investigator, it is mutually understood and agreed that Investigator is at all times acting and performing hereunder as an independent contractor, and Investigator shall not be deemed an employee of SERRG or of any such Sponsor, nor of their respective employees, contractors, or contract groups, by virtue of the Services provided hereunder. Neither SERRG nor such Sponsors, nor their respective employees, contractors, or contract groups shall have or exercise any control or direction over the methods by which Investigator performs his/her/its Services hereunder. The sole interest and responsibility of SERRG and of such Sponsors, and of their respective employees, contractors, or contract groups hereunder, are to ensure that the Services rendered by Investigator pursuant to this Agreement are done in a lawful, ethical, and professional manner.

7. INSURANCE.

Investigator shall, at his/her/its sole cost and expense, procure and maintain during the term of this Agreement professional liability insurance on behalf of Investigator, with regard to any and all professional services rendered by Investigator for which Investigator, SERRG and/or Sponsors may be held liable or accountable, in any way, whatsoever, and with regard to any and all Services provided by Investigator hereunder, in the amount of One Million Dollars (\$1,000,000.00) per annual occurrence and Three Million Dollars (\$3,000,000.00) in the annual aggregate, naming SERRG and Sponsors as additional insured thereunder, as their respective interests may appear. The professional liability

insurance contract providing coverage for Investigator, and Investigator shall include a sixty (60) day notice provision on the part of the insurance carrier of its intent to cancel coverage with respect to Investigator, should such carrier deem termination necessary for any reason. Satisfactory evidence of the insurance coverage required herein shall be furnished by Investigator to SERRG and Sponsors upon the reasonable request of SERRG and Sponsors.

8. NON-INTERFERENCE.

8.1 Investigator agrees that during the term of this Agreement, and for a period of twelve (12) months thereafter, Investigator will not attempt, directly or indirectly, to hire or entice away any independent contractor, contract group, agent, or employee of SERRG, or of Sponsor, or to induce any such independent contractor, contract group, or employee to terminate employment or its contractual relationship with or by SERRG or Sponsor.

8.2 In addition, during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement for any reason, whatsoever, Investigator agrees not to, directly or indirectly, solicit, or provide Services to, any independent contractor, contract group, agent, or Sponsor for whom Investigator has provided Services under the auspices of SERRG hereunder during the last twelve (12) months of this Agreement and prior to its termination for whatever cause.

8.3 Investigator acknowledges and agrees that it is impossible to measure in money the damages that will accrue to SERRG and/or Sponsor, as applicable, if Investigator breaches any of his/her/its covenants, agreements, representations or warranties set forth in this Section 8. In any action or proceeding instituted by or on behalf of SERRG and/or Sponsor, as applicable, to enforce any term of this Section 8, Investigator hereby waives any claim or defense thereto that SERRG and/or Sponsor, as applicable, have an adequate remedy at law or that SERRG and/or Sponsor, as applicable, have not been, or are not being, irreparably injured thereby. The rights and remedies pursuant to this paragraph are cumulative, and in addition to, and shall not be deemed to exclude, any other right or remedy which SERRG and/or Sponsor, as applicable, may have pursuant to this Section 8, or otherwise, at law or in equity, including, without limitation, the rights and remedies available to SERRG and/or Sponsor, as applicable, pursuant to the applicable provisions of the laws of the State of Georgia

9. RESOLUTION OF DISPUTES.

9.1 Covered Claims. This dispute resolution procedure applies to any and all disputes by and between SERRG or Sponsor and Investigator, and their respective partners, members, Investigators, officers, directors, agents, employees, independent contractors, shareholders, successors, and assigns, whomsoever, whether by virtue of contract, tort or otherwise (hereinafter referred to as a "Covered Claim"), including, but not limited to, disputes arising out of or relating to the following matters:

9.1.1 The contractual relationship between SERRG and Investigator or the termination thereof;

9.1.2 This Agreement, including, but not limited to, its enforceability, scope or terms;

9.1.3 Any previous disputes, relationships, agreements, negotiations or discussions between the parties;

9.1.4 Whether any dispute or claim must be arbitrated and the validity of the arbitration provision below;

9.1.5 Any claim that could be asserted in court or before an administrative agency, including, without limitation, claims for breach of any contract or covenant, express or implied; assault, battery, invasion of privacy, defamation of character, breach of fiduciary duty, oppression, infliction of emotional distress, tortious interference with contract or business relations, or other tort claims, including any claim that an employee was injured or damaged because of the negligence of SERRG, Sponsor or Investigator, and/or for any wrongful discharge and/or for violation of common law;

9.1.6 Any dispute based on an allegation of fraud or misrepresentation;

9.1.7 Any claim for discrimination, including, but not limited to, discrimination because of sex, pregnancy, race, national or ethnic origin, age, religion, creed, marital status, sexual harassment, sexual orientation, mental or physical disability or medical condition, or other characteristics protected by statute;

9.1.8 Any claim based upon a violation of any federal, state or local statute or ordinance, including but not limited to the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, the state workers' compensation law or any "whistle blower" law;

9.1.9 Any claim of retaliation or discrimination for opposing the violation of any statute or ordinance described in Section 9.1.8 hereof; or

9.1.10 Any claim for commissions or wages.

9.2 Claims Not Covered. This dispute resolution procedure does not cover:

9.2.1 Claims for workers' compensation benefits;

9.2.2 Claims for unemployment compensation benefits;

9.2.3 Claims for benefits based upon SERRG's or Sponsor' employee welfare benefit plans, if the plan contains a final and binding appeal procedure for the resolution of disputes under the plan; or

9.2.4 Claims by SERRG, Sponsor or Investigator for injunctive and/or other equitable relief, including, but not limited to, claims to enforce a covenant not to compete or for unfair competition or use or unauthorized disclosure of trade secrets or confidential information, or invention, inclusive of enforcement of any breach of the provisions of Section 2.4, Section 8.3, Section 13.7, and Section 25.3 hereof.

9.3 Negotiation. The parties shall attempt, in good faith, to resolve any dispute involving Covered Claims promptly by negotiations between the parties who have authority to settle the controversy. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within twenty (20) days after delivery of said notice, both parties shall meet at a mutually acceptable time and place (by mutual agreement, such meeting may be held by telephone) and thereafter as often as they deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of the disputing party's notice, or if the parties fail to meet within twenty (20) days, either party may initiate the mediation of the controversy or claim as provided in the Section 9.4 below.

9.4 Mediation. If any dispute involving Covered Claims has not been resolved by negotiation as provided in Section 9.3 hereof, the parties shall endeavor to resolve the dispute by mediation. Unless the parties agree otherwise, the mediation shall be conducted in accordance with the Employment Mediation Rules of the American Arbitration Association ("AAA") by a mediator who is selected by the mutual consent of the parties to this Agreement. If the parties encounter difficulty in agreeing on a neutral third party they will seek the assistance of the AAA in the selection process. Unless otherwise agreed by the parties, the place of mediation shall be in Columbus, Georgia.

9.5 Arbitration.

9.5.1 Any dispute involving Covered Claims that has not been resolved by mediation, as provided in Section 9.4 hereof, within sixty (60) days of the initiation of such procedure, shall be finally settled by arbitration conducted expeditiously in accordance with the National Rules for the Resolution of Employment Disputes of the AAA by a sole arbitrator to be selected by the mutual consent of the parties to this Agreement. In addition, the arbitration shall be conducted in accordance with the applicable federal or state rules of civil procedure, evidence and appellate procedure. In cases premised on federal jurisdiction, the Federal Rules of Civil Procedure, the Federal Rules of Evidence and the Federal Rules of Appellate Procedure shall apply. In cases not premised on federal jurisdiction, the applicable state rules of civil procedure, evidence and appellate procedure shall apply. However, no arbitration of any dispute as required hereunder shall include class action claims. If the parties encounter difficulty in agreeing on an arbitrator, they agree that the AAA shall select the arbitrator.

9.5.2 Notwithstanding the foregoing, if any party has failed or refused to participate in a non-binding dispute resolution procedure under Sections 9.3 or 9.4 hereof, the other party may initiate arbitration before expiration of the within time periods. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16. The arbitrator shall decide any motions for summary judgment or partial motions for summary judgment submitted by the parties to the dispute in accordance with Rule 56 of the applicable federal or state rules of civil procedure. The award shall be based upon applicable law and judicial precedent, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Columbus, Georgia. The arbitrator shall write an opinion stating all findings of fact and conclusions of law with respect to the arbitration decision and decisions regarding any motions for summary judgment or motions for partial summary judgment. The parties agree that the arbitrator's rulings shall be appealable on the same grounds as a judgment rendered by a court of law ("trial court"). The parties acknowledge that the arbitrator's decision will be reviewed under the same standard of review used in reviewing a trial court's decision and will be governed by the applicable federal or state rules of appellate procedure.

Initials: _____(SERRG) _____(Investigator)

9.6 Discovery. Either party may conduct discovery of the other by deposition, interrogatories, requests for production of documents and things, and requests for admissions. Neither party, however, may require more than three (3) oral depositions. Discovery will be conducted in accordance with the applicable federal or state rules of civil procedure and will be concluded within ninety (90) days after service of the answer to the arbitration demand. Unresolved discovery disputes will be presented to the arbitrator for final resolution.

9.7 Costs and Fees. The parties shall bear their respective costs in connection with the dispute resolution procedures (non-litigation) described in Sections 9.3, 9.4 or 9.5 hereof, except that the parties hereto shall share, equally,

the filing fees, as well as other fees and expenses of any neutral third party or arbitrator and the costs of any facility used in connection with mediation or arbitration procedures. All other costs and expenses associated with the arbitration, including but not limited to any attorneys' fees, shall be borne by the party incurring the expense. However, if a party is entitled to attorneys' fees under any federal, state or local statute or law, the arbitrator will award those fees pursuant to the governing law, at its discretion.

9.8 Invalidity. The invalidity, illegality or unenforceability of any provision of this Section shall not affect the validity, legality or enforceability of the remaining provisions of this Section.

9.9 Notice. With respect to the non-binding procedures provided in Sections 9.3 and 9.4 hereof, if a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations relating to any non-litigated procedure provided herein are confidential and shall be treated as compromise and settlement negotiations for purposes of the rules of evidence of all applicable jurisdictions.

9.10 **WAIVER OF TRIAL BY JURY.** **THE PARTIES TO THIS AGREEMENT DESIRE TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL OF ANY COVERED CLAIMS OR DISPUTES ARISING HEREUNDER OR RELATING OR CONNECTED IN ANY MANNER TO THIS AGREEMENT OR INVESTIGATOR'S EMPLOYMENT OR ANY OTHER RELATIONSHIPS BETWEEN INVESTIGATOR, SERRG AND/OR SPONSORS, IN THE EVENT THAT THE ARBITRATION AGREEMENT IN THIS SECTION IS INAPPLICABLE OR IS DECLARED BY A COURT OF LAW TO BE UNENFORCEABLE OR INAPPLICABLE FOR ANY REASON, WHATSOEVER. THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AND FOR THEIR SUCCESSORS AND ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY COVERED CLAIM, INCLUDING ANY COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS, INCLUDING ANY AND ALL CLAIMS OF INJURY OR DAMAGES, BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND THE RELATIONSHIPS WHICH ARISES HEREFROM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS KNOWINGLY, FREELY, AND VOLUNTARILY GIVEN, IS DESIRED BY ALL PARTIES, AND IS IN THE BEST INTERESTS OF ALL PARTIES.**

Initials: _____(SERRG) _____(Investigator)

10. INDEMNIFICATION.

10.1 Each of the parties hereto shall save, indemnify and hold harmless the other from and against any and all liabilities, costs, damages, expenses, and attorney fees, resulting from, or attributable to, any and all of their respective acts and/or omissions in the performance of their respective duties under this Agreement, or otherwise.

10.2 The indemnifications given by one party to the other herein shall extend beyond the period of this Agreement for all claims which may arise at any time for the respective acts and/or omissions of the parties hereto, during or as a result of the services performed during this Agreement, or otherwise. Each party hereto agrees that the indemnities which they give, one to the other, are not limited to claims actually made against one another during the term of this Agreement.

10.3 Each of the parties hereto will be charged with any and all losses, costs, expenses, and attorney fees to which the other party shall be subject by reason of their negligence, nonfeasance or misfeasance in the performance of their respective duties under this Agreement, or otherwise, and each will also be chargeable with all reasonable expenses and attorney fees incurred in enforcing this liability. Each of the parties hereto shall also save, indemnify, and hold the other party hereto harmless against any and all losses or damages caused by the respective acts of a party hereto, which are not authorized by this Agreement, or which arise by virtue of a breach of any of the provisions hereof, or by virtue of any matter outside the scope of this Agreement, but for which the other party hereto may be held liable or accountable.

11. BOOKS AND RECORDS.

Until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, the parties shall make available, upon request, to the Secretary of the Department of Health and Human Services, the Comptroller General, or of any of their duly authorized representatives, this Agreement and any other contracts, books, documents, and records that are necessary to certify the nature and extent of the costs with respect to the Services provided under this Agreement.

12. NO REFERRAL CONTINGENCY.

The parties expressly acknowledge that it is their intent to comply fully with all federal, state and local laws, rules and regulations. It is not a purpose or a requirement of this Agreement, or of any other agreement between the parties, to offer or receive any remuneration or benefit of any nature to solicit, require, induce, or encourage the referral of any patient or service, payment of which may be made, in whole, or in part, by Medicare or Medicaid, or otherwise. In the event of any legislative or regulatory change or determination, whether federal or state, that has, or would have, a significant adverse impact on either party hereto in connection with the performance of the Services hereunder, or should either party be deemed in violation of any statute or regulation for any reason arising out of this Agreement, then this Agreement shall be renegotiated to comply with the then-current law, and failing same terminated at the election of either party, all in accordance with Section 5.2(ii) hereof.

13. CONFIDENTIAL INFORMATION.

13.1 The parties hereto recognize and agree that due to the complex and competitive nature of the business, the confidentiality of information concerning both parties is of critical importance. Neither party hereto shall, either during or after the term of this Agreement, disclose to any third party, whomsoever, any proprietary or confidential information or trade secrets, as well as all information relative to the Services, work or the business of either party hereto, or of Sponsor, without the prior written consent of either party hereto, or of Sponsor.

13.2 Investigator acknowledges and agrees that SERRG's special competence in the business of facilitating and coordinating Trials is critical to its growth. SERRG's competitive advantage and growth further depend on its exclusive possession of certain proprietary information concerning SERRG's operations, processes, methods, and accumulated experience incidental to the Trials, including, without limitation, those matters not generally known to the public or to the industry in which SERRG is or may become engaged and which pertain to Trials, research, development, advertising, promotions, marketing, distributing, Sponsor and Investigator lists, concepts, ideas, trade secrets and market research (collectively "Confidential Information").

13.2.1 In consideration of Investigator's employment as an independent contractor hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Investigator covenants, agrees, represents and warrants that:

13.2.1.1 All of the Confidential Information is a valuable asset of SERRG and/or Sponsor, as applicable, and, at all times, and as applicable, will be and remain SERRG's and/or Sponsor's sole and exclusive property.

13.2.1.2 Investigator shall, at all times, hold the Confidential Information as secret.

13.2.1.3 Investigator shall neither directly nor indirectly exploit or permit the exploitation, copying or summarizing of any of the Confidential Information, except in the performance of Investigator's duties for SERRG and/or Sponsor or as SERRG and/or Sponsor otherwise direct.

13.2.1.4 During the term of Investigator's employment as an independent contractor hereunder by SERRG and after termination of that employment, with or without cause, Investigator shall not, directly or indirectly, individually or in combination or association with any other person or entity, divulge or disclose to any third party any of the Confidential Information without, in each instance, the prior written consent of SERRG and/or Sponsor, as applicable.

13.2.1.5 Upon termination of Investigator's employment as an independent contractor hereunder with SERRG, with or without cause, Investigator shall immediately deliver to SERRG all drawings, blueprints, sketches, notebooks, reports, formulae, notes, manuals, and other documents reflecting the Confidential Information and all other materials furnished to or acquired by Investigator as a result of or during his/her/its employment as an independent contractor hereunder by SERRG.

13.2.1.6 In the event that any of the restrictions and limitations of this Section 13 shall be deemed to exceed the time or activity limitations permitted by applicable law, then such provisions shall be reformed to the maximum extent permitted by applicable law.

13.2.1.7 Investigator's representations and warranties herein shall be revived continuously during the period of Investigator's employment as an independent contractor hereunder by SERRG.

13.3 As aforesaid, each party hereto agrees that he/she/it shall not during, or at any time after the termination of this Agreement, directly or indirectly, disclose or use any proprietary or confidential information or trade secrets, for any reason, whatsoever, without the prior written consent of the other party hereto, or of Sponsor, provided that the following disclosures shall be permitted without prior written consent hereunder:

13.3.1 information furnished to any licensing authority or government agency;

13.3.2 information supplied pursuant to legal process; and

13.3.3 information reviewed by either party or by Sponsor's accountants and professional advisors.

13.4 No party hereto shall disclose to any third party any and all information about new studies received from SERRG and/or from Sponsor, as applicable.

13.5 The term “trade secrets” for all purposes hereof shall be as defined in O.C.G.A. §10-1-761, et. seq.

13.6 The provisions of this Section 13 are applicable to both SERRG and Investigator and shall not conflict with the provisions of Section 2.4 hereof, which latter provisions are strictly applicable to Investigator.

13.7 Investigator acknowledges and agrees that it is impossible to measure in money the damages that will accrue to SERRG and/or Sponsor, as applicable, if Investigator breaches any of his/her/its covenants, agreements, representations or warranties set forth in this Section 13. In any action or proceeding instituted by or on behalf of SERRG and/or Sponsor, as applicable, to enforce any term of this Section 13, Investigator hereby waives any claim or defense thereto that SERRG and/or Sponsor, as applicable, have an adequate remedy at law or that SERRG and/or Sponsor, as applicable, have not been, or are not being, irreparably injured thereby. The rights and remedies pursuant to this paragraph are cumulative, and in addition to, and shall not be deemed to exclude, any other right or remedy which SERRG and/or Sponsor, as applicable, may have pursuant to this Section 13, or otherwise, at law or in equity, including, without limitation, the rights and remedies available to SERRG and/or Sponsor, as applicable, pursuant to the applicable provisions of the laws of the State of Georgia.

14. HIPAA.

14.1 Use and Disclosure Obligations. Investigator agrees to use and disclose Information (as defined herein) only to the extent necessary to perform the specific obligations defined under this Agreement. The term “Information” shall mean “protected health information” as defined in 45 C.F.R. § 164.501 that is provided by SERRG or Sponsor to Investigator, or that Investigator creates or receives on behalf of SERRG or Sponsor pursuant to this Agreement. Investigator agrees not to use or further disclose Information, other than as permitted or required by this Agreement, or as required by law. Nothing in this Agreement shall be construed to authorize Investigator to use or disclose Information in a manner that would violate HIPAA Privacy Rules, 45 C.F.R. § 164.101 et. seq., if done by a HIPAA covered entity.

14.2 Exceptions. Notwithstanding the foregoing, Investigator may use Information to fulfill any present or future legal responsibilities of Investigator that are permissible under applicable state and federal privacy laws, and may disclose such Information if: (i) the disclosure is required by law as provided for in 45 C.F.R. § 164.501, or (ii) Investigator obtains reasonable assurances from the person to whom the Information is disclosed that the Information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Investigator of any instances of which the person is aware, wherein the confidentiality of the Information has been breached.

14.3 Safeguards. Investigator will use commercially reasonable efforts to prevent the use or disclosure of Information other than as provided for in this Agreement.

14.4 Reporting Obligation. Investigator will report within thirty (30) days to SERRG and Sponsor any use or disclosure of Information wherein Investigator becomes aware that use or disclosure is not permitted by this Agreement.

14.5 Agents and Subcontractors. Investigator will ensure that any individuals or entities, whomsoever, to whom he/she/it provides Information agree to the same restrictions and conditions that apply to Investigator with respect to the Information.

14.6 Individual Rights. Investigator will make available to SERRG and/or Sponsor the Information necessary for SERRG and/or Sponsor to give individuals their rights of access, amendment, and accounting in accordance with applicable federal regulations. Investigator also will incorporate any amendments made or agreed to by SERRG and/or Sponsor with respect to Information in the possession of Investigator.

14.7 Access to Records. Investigator will make Investigator’s books and records relating to the use and disclosure of Information available to the Secretary of the U.S. Department of Health and Human Services as is reasonably necessary for the purpose of the Secretary’s determining compliance with applicable law.

14.8 Return/Destruction of Information. Investigator agrees that, upon termination of this Agreement for any reason, whatsoever, Investigator will return or destroy all Information which Investigator still maintains in any form and will not retain any copies of such Information. Notwithstanding the foregoing, if such return or destruction is not feasible, Investigator will extend the protections of this Agreement to the Information and limit further uses and disclosures to those purposes that make the return or destruction of the Information infeasible.

14.9 Breach/Cure. The parties recognize that in the event SERRG and/or Sponsor knows of a pattern of activity or practice of Investigator that constitutes a breach or violation of a material term of Investigator's obligation under this Section 14, SERRG and/or Sponsor shall notify Investigator, in writing, of such breach or violation, and Investigator shall have thirty (30) days from the date of receipt of such notice to cure the alleged breach or violation. If Investigator is unable timely to cure a breach or violation, then SERRG shall be authorized to terminate this Agreement, pursuant to Section 5.2 (ii) hereof.

14.10 Privacy Regulations. The purpose of this Section 14 is to comply with the business associate requirements of the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations," 45 CFR Part 160 and Part 164, Subparts A and E), contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (45 CFR, parts 142 and 160-164).

14.10.1 Under the provisions of this Agreement, SERRG may receive and use Protected Health Information ("PHI") in the course of carrying out its obligations hereunder.

14.10.2 The Privacy Regulations require that Investigator obtain written assurances from SERRG that it will appropriately safeguard the PHI.

14.10.3 Definitions.

14.10.3.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

14.10.4 General Permitted Uses and Disclosures, and Obligations of Business Associates.

14.10.4.1 SERRG may use or disclose PHI to perform functions, activities, or legal services for, or on behalf of, Investigator or Sponsors, all as specified in the Privacy Regulations, this Agreement and as otherwise required by law. SERRG will not use or disclose PHI in a manner: (i) inconsistent with Investigator obligations under the Privacy Regulations, or (ii) that would violate the Privacy Regulations, if disclosed or used in such a manner by Investigator.

14.10.4.2 SERRG may use and disclose PHI for its own management and administration functions. PHI disclosed to SERRG by Investigator will be treated as confidential, and will be disclosed only upon the request of Investigator, or as otherwise required by law.

14.10.5 Safeguards for the Protection of PHI.

SERRG will implement and maintain commercially appropriate security safeguards to ensure that PHI is not used or disclosed by SERRG, its employees, agents, or subcontractors in violation of this Agreement.

14.10.6 Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.

14.10.6.1 SERRG agrees to report in writing to Investigator's Privacy Officer any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

14.10.6.2 SERRG agrees to mitigate, to the extent practicable, any harmful effect that is known to SERRG of a use or disclosure of PHI by SERRG in violation of the requirements of this Agreement.

14.10.7 Use by and Disclosure to Subcontractors, Agents, and Representatives.

SERRG will require any subcontractor, agent, or other representative that is authorized to receive, use or have access to PHI under this Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to SERRG under this Agreement.

14.10.8 Individual Rights and Accounting Disclosures.

14.10.8.1 Investigator shall maintain a record of his/her/its disclosures of PHI to SERRG. The record shall contain: (a) the name of the resident; (b) the date of the disclosure, and (c) a brief description of the purpose of the disclosure.

14.10.8.2 SERRG shall document its disclosures of PHI and information related to such disclosures as required under the Privacy Regulations in order for Investigator to respond to a request by an individual for an accounting of disclosures of PHI.

14.10.8.3 As directed by Investigator, SERRG shall make available PHI to the individual in accordance with 45 CFR Section 164.524.

14.11 Audit, Inspection and Enforcement.

SERRG agrees to make its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from the Investigator, or created or received by SERRG on behalf of Investigator, available to Investigator to monitor compliance with the Privacy Regulations. SERRG will promptly correct any violation of the Privacy Regulations or this Agreement found by Investigator, according to Investigator guidelines, and will certify in writing that the correction has been made. Investigator's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Investigator enforcement rights under this Agreement.

14.12 Obligations of Investigator to Inform Business Associate of Privacy Practices and Restrictions.

14.12.1 Investigator shall make his/her/its Notice of Privacy Practices available to SERRG upon request, as well as any changes to such Notice.

14.12.2 Investigator shall notify SERRG of any changes in, revocation of, any authorizations by individuals to use or disclose PHI, if such changes affect SERRG's permitted or required uses and disclosures.

14.12.3 Investigator shall notify SERRG of any restriction to the use or disclosure of PHI that Investigator has agreed to in accordance with the Privacy Regulations, if the restriction affects SERRG's permitted or required uses and disclosures.

14.13 Term and Termination.

14.13.1 Term. This Section 14 will become effective upon execution of this Agreement and will continue until this Agreement is terminated by either party in accordance herewith.

14.13.2 Termination for Cause. Upon Investigator knowledge of a material breach of the Privacy Regulations or this Agreement by SERRG, Investigator may either:

14.13.2.1 Provide an opportunity for SERRG to cure the breach or:

14.13.2.2 Immediately Terminate the Agreement in accordance with Section 5.2(ii) hereof.

14.13.3 Reporting Terminations for Cause. At Investigator discretion, Investigator may report the violation to the Secretary of Health and Human Services.

14.13.4 Effect of Termination. SERRG has determined that returning or destroying the PHI it receives pursuant to this Agreement is infeasible. SERRG shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as SERRG maintains such PHI.

14.14 Miscellaneous.

14.14.1 Regulatory References. A reference in this Agreement to the Privacy Regulations means the Privacy Regulations in effect or as amended.

14.14.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Investigator to comply with the requirements of the Privacy Regulations.

14.14.3 Survival. The respective rights and obligations of SERRG and Investigator under this Section 14 will survive termination of the Agreement, indefinitely, regardless of the cause giving rise to the termination.

14.14.4 Interpretation. Any ambiguity in this Section shall be resolved to permit Investigator to comply with Privacy Regulations.

15. MISCELLANEOUS.

15.1 Severability. The invalidity of any provision of this Agreement will not affect the validity of any other provision.

15.2 Notices. Any notices, consents or other communications required or permitted to be sent or given hereunder by either party shall, in every case, be in writing and shall be deemed properly served if: (a) delivered personally; (b) sent by registered or certified mail, in all such cases with first class postage prepaid, return receipt requested; (c) delivered to a nationally recognized overnight courier service, or (d) sent by confirmed facsimile transmission (with a copy sent by first-class mail) to the other party at the addresses set forth below:

Investigator: _____

SERRG: _____

With a Copy to: SERRG, Inc.
5210 Armour Road, Suite 300-B
Columbus, Georgia 31904

15.3 Entire Agreement/Modification. This Agreement contains the entire understanding of the parties and can be modified only by a written document signed by each party. Neither party to this Agreement has made any

representation or warranty relating to this Agreement or the subject matter of this Agreement except those specifically contained in writing in this Agreement. This Agreement supercedes, in all respects, any and all other agreements, whatsoever, oral or written, by and between the parties hereto entered into prior to the date hereof, and constitutes a novation thereof.

15.4 Waiver. The waiver by SERRG or Investigator of a breach of this Agreement will not operate as a waiver of any subsequent breach. No delay in acting with regard to any breach of this Agreement will be construed to be a waiver of the breach.

15.5 Assignment and Binding Nature. This Agreement will not be assigned by either party without the prior written consent of the other, provided, however, that SERRG may assign this Agreement to a subsidiary which is wholly-owned by SERRG or to any entity or person acquiring all or substantially all of the assets of or interests in SERRG. This Agreement will work to the benefit of and be binding upon the parties and upon any successors and assigns permitted under the preceding sentence.

15.6 Governing Law. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Georgia.

15.7 Headings. The section headings contained in this Agreement are for reference purposes only and will not affect the meaning of this Agreement.

15.8 Business Interruption. If all or a substantial portion of the operation of SERRG or Investigator is interrupted by war, fire, labor troubles, riots, the elements, earthquakes, acts of God, eminent domain, or without limiting the foregoing, any other cause beyond SERRG's or Investigator's power, the provisions of this Agreement will be suspended for the duration of the interruption. If the interruption continues for more than ten (10) days, SERRG or Investigator will have the right to terminate this Agreement upon five (5) days' written notice to SERRG or Investigator.

15.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument. It shall not be necessary, in making proof of this Agreement, to account for more than one of such counterparts, nor shall it matter that any party hereto shall have signed the within Agreement at a later time, and on a separate signature page, which separate signature page, either original or facsimile thereof, when attached hereto shall constitute part of one and the same agreement.

15.10 Survival of Covenants. Any provisions of this Agreement creating an obligation extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for termination.

15.11 Number and Gender. All words, as applicable, used herein shall include the plural as well as the singular. Words used in the masculine gender shall include the feminine and neuter, and words used in the neuter include the masculine and feminine.

15.12 Time is of the Essence. Time is of the essence of this Agreement, and in case any party hereto shall fail to perform this Agreement at the time fixed for the performance of same, the other party hereto may, at its election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved party to proceed as this Agreement and the law in such instances provide.

16. STATUS OF INVESTIGATOR.

16.1 This Agreement calls for the performance of the nonexclusive Services of the Investigator as an independent contractor, and Investigator will not be considered as an employee of SERRG or Sponsors, for any purpose, whatsoever. The parties hereto intend that an independent contractor/employer relationship is to be created by this Agreement. SERRG and Sponsors are interested only in the results to be achieved, and the conduct and control of the nonexclusive, professional duties and responsibilities of Investigator arising herefrom will lie solely with Investigator, subject, however, to Investigator's full and faithful compliance with the provisions hereof.

16.2 It is mutually understood and agreed that in the performance of the Services, duties, and obligations imposed upon him/her/it through this Agreement, the Investigator shall, at all times, be acting and performing as an independent contractor practicing his/hers/its profession, and SERRG shall neither have, nor exercise, any control or direction over the method or manner by which Investigator performs his/her/its Services, subject, however, to Investigator's full and faithful compliance with the provisions hereof. Investigator is, however, responsible for fully abiding by all protocols, rules, regulations, and procedures set up by SERRG and/or Sponsors. Investigator acknowledges that, in order to assure compliance with applicable rules and regulations of SERRG and/or Sponsors, Investigator may be subject to quality assurance review and procedures conducted by, or on behalf of, SERRG and/or Sponsors.

16.3 Nothing in this Agreement is intended to or shall mean that Investigator is a Partner, Employee, Member, Investigator, Officer, Director, or Shareholder of SERRG or of Sponsors.

17. SERVICES FOR OTHERS.

It is agreed that Investigator may engage in any other professional activities or businesses during the term of this Agreement, as he/she/it deems appropriate, so long as such activities or businesses do not conflict with Investigator's contractual obligations hereunder, to include, but not be limited to, the provisions of Section 8 hereof.

18. CONDUCT.

18.1 Investigator shall perform his/her/its nonexclusive, professional duties under the terms of this Agreement in accordance with the highest standards of professional ethics and conduct, as may, from time to time, be applicable during the term of this Agreement, and in accordance with all the applicable laws.

18.2 Investigator agrees to comply with all existing protocols, laws, ordinances, rules, and regulations that govern or regulate, in any way, whatsoever, Investigator's personal and professional conduct or actions.

18.3 It is understood that the Investigator shall have the sole and exclusive right of management over his/her/its professional practice, including, without limitation, the determination of the professional standards to be observed, and the office hours to be maintained pursuant hereto. Said decisions are to be made by Investigator pursuant to the applicable canons of professional ethics, and any protocols, rules, regulations, laws, or ordinances applicable thereto, with Investigator fully abiding by and honoring same.

19. SIGNAGE.

The parties hereto shall not use the other party's name on any office door or letterhead, or at any time, place or manner, or in any way whatsoever, without the specific prior written approval of such other party. Upon termination of this Agreement, for any reason, whatsoever, the parties hereto shall discontinue using any such approved use of the other party's name upon their office door or letterhead, or at any other time, place or manner, or in any way, whatsoever, with each of the parties hereto, saving, indemnifying and holding the other party harmless from the improper and disallowed use of the other party's name, contrary to the provisions hereof.

20. OUT-OF-POCKET EXPENSES, DEBTS AND LIABILITIES.

Except, only: (i) as is otherwise expressly provided for herein, or (ii) with the prior written approval of SERRG, Investigator shall be responsible for any and all of his/her/its out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his/her/its duties and responsibilities hereunder, and Investigator agrees to fully save, indemnify and hold SERRG harmless therefrom and on account thereof. Except, only: (i) as is otherwise expressly provided for herein, or (ii) with the prior written approval of SERRG, Investigator shall not incur, on behalf of SERRG or Sponsors, in any form, manner or way, whatsoever, any debts, liabilities or obligations, of whatsoever kind and nature, and shall save, indemnify and hold SERRG and Sponsors harmless therefrom and on account thereof.

21. RESPECTIVE ACTIVITIES.

21.1 It is understood that, except, only, as is otherwise expressly provided for herein, each of the parties hereto shall have the sole and exclusive right of management over their respective professional duties and obligations hereunder, or otherwise.

21.2 Except, only, as is otherwise specifically provided for herein, each of the parties hereto agrees to fully indemnify, save and hold the other party harmless, in all matters, of whatsoever kind and nature, arising with regard to the respective professional activities which they conduct, and each of the parties hereto shall be responsible for any and all expenses, respectively, incurred by them in the scope of their respective professional practices, responsibilities, or activities, hereunder, or otherwise, fully saving, indemnifying and holding the other party harmless therefrom and on account thereof.

22. AUTHORITY.

Except, only, as is otherwise expressly provided for in Section 27 hereof, or except, only, with the prior written approval of the other party hereto, neither of the parties hereto shall have any authority to enter into any contract, obligation or liability binding upon the other party hereto, nor to create any liability or obligation on the part of the other party hereto. Except, only, as is otherwise expressly provided for in Section 27 hereof, or except, only, with the prior written approval of the other party hereto, no party hereto shall have any authority to make any agreements, debts, liabilities, or obligations for the other party hereto, nor to bind the other party hereto, in any way, whatsoever. Except, only, as is otherwise expressly provided for in Section 27 hereof, or except with the prior written approval of the other party hereto, nothing in this Agreement shall authorize or empower any party hereto to assume or create any obligation or responsibility, whatsoever, expressed or implied, on behalf of, or in the name of, the other party hereof, or to bind the other party hereto, in any manner, whatsoever, or to make any representation, warranty or commitment on behalf of the other party hereto. Any party hereto, who violates the provisions hereof, shall fully save, indemnify and hold the other party hereto harmless therefrom and on account thereof.

23. SUITS.

Investigator shall not, at any time, or from time, or for any reason, whatsoever, institute, bring, or cause to be brought, any suit, action, or proceeding in any court, whether civil or criminal, in the name of SERRG and/or in the name of Sponsors, and/or in the name of any of their respective Partners, Members, Investigators, Officers, Directors, or Shareholders whomsoever, in regard to any matter arising herefrom or pertaining hereto, without the prior written consent of SERRG and Sponsors.

24. NO VESTED INTEREST.

Nothing herein contained shall be construed to give Investigator any interest in the tangible or intangible assets of SERRG and/or of the Sponsors, of whatsoever kind and nature.

25. INVENTIONS.

25.1. For purposes of this Agreement, the term "Inventions" means discoveries, concepts and ideas, of whatsoever kind and nature, whether or not patentable, including, without limitation: processes, methods, formulas, and techniques, as well as improvements and know-how related thereto, arising out of or related to any present or prospective Services of the Investigator hereunder for and on behalf of Sponsors under the auspices of SERRG in which Investigator is engaged or aware as a result or consequence of his/her/its employment as an independent contractor hereunder.

25.2 In consideration of Investigator's employment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Investigator covenants, agrees, represents, and warrants that:

25.2.1 During the term of Investigator's employment by SERRG hereunder and for the period of one year following termination of that employment with or without cause, Investigator shall promptly disclose in writing to SERRG all Inventions conceived or made by Investigator, either solely or in concert with others.

25.2.2 Investigator hereby assigns to SERRG, or if and as applicable, under any applicable CTA to Sponsor, all of his/her/its right, title and interest to all such Inventions and to applications for United States and/or foreign letters patent granted on such Inventions.

25.2.3 All Inventions made or conceived by Investigator shall be SERRG's sole and exclusive property, except, only, as is otherwise expressly provided for under any applicable CTA.

25.2.4 Investigator shall, at SERRG's request and expense, or if and as applicable, under any applicable CTA at Sponsor's request and expense, execute specific assignments to any Invention and execute, acknowledge and deliver such other documents or take such further action as may be considered necessary by SERRG or Sponsor, as applicable, at any time during or subsequent to the period of Investigator's employment with SERRG, to obtain and defend letters patent in any and all countries and to vest title in such Inventions in SERRG, or if and as applicable, under any applicable CTA in Sponsor, or as applicable, in their respective successors and assigns, whomsoever.

25.2.5 Except as listed below, SERRG and Sponsor shall not assert any rights to any Inventions, discoveries, concepts, or ideas, or improvements or know-how related thereto, clearly, unequivocally, and without any question or doubt, as having been made or conceived by Investigator prior to his/her/its employment by SERRG hereunder.

25.3 Investigator acknowledges and agrees that it is impossible to measure in money the damages that will accrue to SERRG and/or Sponsor, as applicable, if Investigator breaches any of his/her/its covenants, agreements, representations or warranties set forth in this Section 25. In any action or proceeding instituted by or on behalf of SERRG and/or Sponsor, as applicable, to enforce any term of this Section 25, Investigator hereby waives any claim or defense thereto that SERRG and/or Sponsor, as applicable, have an adequate remedy at law or that SERRG and/or Sponsor, as applicable, have not been, or are not being, irreparably injured thereby. The rights and remedies pursuant to this paragraph are cumulative, and in addition to, and shall not be deemed to exclude, any other right or remedy which SERRG and/or Sponsor, as applicable, may have pursuant to this Section 25, or otherwise, at law or in equity, including, without limitation, the rights and remedies available to SERRG and/or Sponsor, as applicable, pursuant to the applicable provisions of the laws of the State of Georgia.

26. PERMISSION TO USE INFORMATION.

26.1 Investigator authorizes SERRG and Sponsors, and their respective successors and assigns, whomsoever, to use, publish or reprint, in whole, or in part, any basic information about Investigator's identity, practice and participation in Trial or Trials, including any specific details of Investigator's clinical research and Services that do not conflict with any privacy laws or agreements.

26.2 SERRG and Sponsors shall have the absolute right, and may grant others the right, to disseminate, reproduce, print, and publish Investigator's image, name, biographical, and research material as news or informational matters, and/or in connection with the Services provided by Investigator; the requirements of Sponsor arising therefrom,

and SERRG's facilitating and coordinating of such Services as between Investigator and Sponsor, as well as for any and all other purposes, of whatsoever kind and nature, in connection with SERRG's and/or Sponsor's needs, requirements or use of Investigator's Services, and Investigator waives any and all claims by reason of same, whatsoever.

26.3 This authorization shall extend only to SERRG newsletters and/or to other publications that inform the industry of SERRG's and Sponsor's research.

27. POWER OF ATTORNEY.

27.1 Investigator hereby authorizes and empowers SERRG, or any employee, agent, representative, or designee thereof, as his/her/its attorney-in-fact, to take any and all action necessary on behalf of Investigator in connection with this Agreement, to include, but not be limited to, signing any and all instruments, contracts, agreements, documents, checks, and forms, needful or necessary, to facilitate the carrying out of the provisions hereof, in any form or manner, whatsoever, and to do any and every act with respect thereto which SERRG deems needful, necessary or appropriate.

27.2 It is understood and agreed that this power of attorney shall be deemed to be a power, coupled with an interest, which cannot be revoked for the term of this Agreement. Accordingly, Investigator hereby, irrevocably, for the term of this Agreement, as coupled with an interest, designates SERRG, its employees, agents, representatives, or designees as Investigator's agents and attorneys-in-fact for the purposes stipulated in this Section 27.

27.3 Investigator grants to SERRG full power and authority to do and perform all and every act or thing, whatsoever, requisite, necessary and proper to be done in the exercise of any of the powers and rights granted in this Section 27, as fully to all intents and purposes as Investigator might or could do, if personally present, with full power of substitution or revocation, ratifying and confirming all that SERRG or its employees, agents, representatives, or designees, as agents and attorneys-in-fact for Investigator, shall lawfully do or cause to be done by virtue hereof and the rights and powers herein granted. In furtherance hereof, SERRG shall have the power to take such action and require such performance hereunder as it deems necessary.

27.4 The power of attorney herein granted is expressly limited to only those matters or things which arise by virtue of the provisions of this Agreement and which require SERRG's prompt action and response thereto.

28. INJUNCTIVE RELIEF.

Each party hereby acknowledges that the Services to be rendered hereunder are of a unique, special, and extraordinary character, and that by reason thereof, each hereby agrees that for violation of any of the provisions of this Agreement, each shall, in addition to any rights and remedies available hereunder, at law, in equity, or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction, enjoining and restraining the other, or anyone acting in concert with the other, from committing any violation of this Agreement, and each hereby consents to the issuance of such injunction, and waives any defense that there is an adequate remedy at law, which defense, each, specifically acknowledges and represents, herein, that there is not. The provisions of this Section 28 are not meant to conflict with, but to complement similar provisions found in Section 8.3, Section 13.7 and Section 25.3 hereof.

IN WITNESS WHEREOF, Investigator and SERRG have executed this Agreement on the effective day and year set forth at the beginning of this Agreement.

SERRG, INC.,
"SERRG"

"Investigator"

By: _____

By: _____

Its: _____

Its: _____

SSN or EIN _____

(CORPORATE SEAL)

(CORPORATE SEAL)