

Office of General Counsel
University of Cincinnati Medical Center
Health Professions Bldg., Room 250
3255 Eden Avenue
Cincinnati, OH 45267-0663

Re: Sponsor's Indemnification Statement
University of Cincinnati IRB Number _____ (the "Study")

To Whom it May Concern:

The University of Cincinnati Institutional Review Board ("IRB") has agreed to review a proposal involving a study of the following drug(s) and/or device(s) _____.
(hereinafter "Study Article(s)" in human subjects. The Study Article(s) are described as follows:
_____. The study will be supported through financial or other support from
_____, a firm doing business in the United States ("Company").

As a condition of having research on this drug or device reviewed by the University of Cincinnati IRB, the Company agrees to observe and abide by all of the policies and procedures of the IRB and all provisions of applicable law. In addition, Company agrees to indemnify and hold harmless the University of Cincinnati and its Board of Trustees, the University of Cincinnati IRB, the investigator(s) and any agents, servants or employees of the above (hereinafter the "Indemnitees") from and against any and all claims and lawsuits for injuries, losses or damages of any kind alleged to have been caused by or attributed to any subject's participation the Study or use of the Study Article(s) in the Study, including the cost and expense of handling the claim or defending the lawsuits.

The indemnification and hold harmless commitment shall not operate:

- 1) If the University, Investigator(s), their agents, servants, or employees are shown not to have adhered to the written research protocol as approved by the University of Cincinnati IRB or not to have adhered to written directions furnished by the Company for use and administration of the Study Article(s), or
- 2) If the Company is not promptly notified of a claim or suit.

Company's obligation hereunder shall be contingent upon the Indemnitees' cooperating fully in the handling of any claims and in the event of suit, attending hearings and trials and assisting in securing and giving evidence. Further, the indemnification and hold harmless commitment shall not cover any loss, damage or expense arising from the negligence or willful misconduct of any Indemnitee.

In the event of a claim or lawsuit, notification should be addressed to:

Authorizing Representative of Company (Signature)

Title

Date