

AMENDED AND RESTATED
JOHNS HOPKINS SCHOOL OF MEDICINE (JHUSOM) AND MEDSTAR RESEARCH
INSTITUTE (MRI) IRB REVIEW AGREEMENT (the "Agreement")

I. Recitals. JHUSOM faculty must submit all human subjects research protocols for review by a designated JHM IRB before a research project may be initiated. MRI, the research subsidiary of the nonprofit MedStar Health, Inc. (MedStar), must fulfill MedStar IRB requirements for patient safety, compliance, and liability for all projects conducted at a MedStar Hospital or clinical entity. JHUSOM faculty who conduct human subjects research at the Good Samaritan Hospital (or other MedStar Hospital or facilities), therefore, have been required to have a project reviewed and approved by a JHM IRB and a MedStar IRB. In order to minimize burdens on both parties, this document outlines the agreement between JHUSOM and MRI to delegate IRB review authority and remove the requirement for dual IRB review for research projects conducted by JHUSOM faculty at MedStar Hospitals or facilities.

The JHUSOM and MRI agree to accept review by their respective IRBs for projects conducted by JHUSOM faculty at MedStar Hospitals or facilities under the following terms.

The original agreement of the parties was effective 4/2/04. The parties wish to add clarification language and correct numbering in the document and agree to amend and restate the agreement as follows:

II. Projects funded by federal agencies, non-profit foundations, non-profit societies, or not funded.

The JHM IRB will conduct all reviews for these projects. Subject to MedStar Hospital or facility policies and requirements, MRI will accept JHM IRB review as the IRB of record for projects that will be funded from these sources or that do not have funding, that will be conducted by JHUSOM faculty at a MedStar Hospital or clinical site, and that will approach MedStar Hospital patients as study participants. As the IRB of record, the JHM IRB shall conduct all review and oversight activities in accordance with applicable regulatory requirements including the human subjects protection requirements of JHM IRB's OHRP-approved FWA and will assure that the following required ancillary committee reviews will be conducted as appropriate to the protocol: Pharmacy & Therapeutics Committee, Institutional Biosafety Committee, and Radiation Safety Committee. The JHM Office of Human Subjects Research (OHSR) will promptly notify MRI when such protocols that will be conducted at a MedStar Hospital or facilities are approved by a JHM IRB. The JHM IRB will promptly report to MRI officials and to MedStar Hospital or facility officials where the clinical research is conducted:

- any serious or continuing investigator noncompliance with the IRB requirements related to the approved research,
- any suspension or termination for cause of IRB approval,
- any injuries to human subjects related to the approved research which are reported to the IRB,

- any unanticipated problems involving risks to subjects or others related to the approved research which are reported to the IRB and,
- any other substantive matter related to the conduct of the study, such as notification of an FDA audit of a JHM IRB approved research protocol or of a participant complaint.

III. Projects funded by commercial or for-profit sponsors.

The MRI IRB will conduct all reviews for these projects. JHUSOM will accept MRI IRB review as the IRB of record for projects that will recruit participants from the MedStar Hospital or facility where the research is to be conducted and that are funded by commercial or for-profit sponsors. All recruitment of research participants by JHUSOM shall be in accordance with MRI, MedStar Hospital, and facility policies and procedures. As the IRB of record, the MRI IRB shall conduct all review and oversight activities in accordance with applicable regulatory requirements and the human subjects protection requirements of MRI's OHRP-approved FWA and will assure that the following required ancillary committee reviews will be conducted as appropriate to the protocol: Pharmacy & Therapeutics Committee, Institutional Biosafety Committee, and Radiation Safety Committee. The MRI IRB will promptly notify the JHM OHSR when such protocols are approved by the MRI IRB. The MRI IRB will promptly report to JHUSOM officials:

- any serious or continuing investigator noncompliance with the IRB requirements related to the approved research,
- any suspension or termination for cause of IRB approval,
- any injuries to human subjects related to the approved research which are reported to the IRB, and
- any unanticipated problems involving risks to subjects or others related to the approved research which are reported to the IRB, and
- any other substantive matter related to the conduct of the study, such as notification of an FDA audit of a JHM IRB approved research protocol or of a participant complaint.

IV. Projects funded by commercial or for-profit sponsors and that involve a financial conflict of interest on the part of a JHUSOM faculty member.

As specified in III above, the MRI IRB will conduct all reviews for these projects and the JHUSOM will accept MRI IRB review as the IRB of record for projects that will recruit participants from the MedStar Hospital or facility where the research is to be conducted and that are funded by commercial or for-profit sponsors. In such projects, if the JHUSOM faculty member may have a financial conflict of interest, the JHUSOM faculty member shall submit information to the JHUSOM Committee on Conflict of Interest (CCOI) and to the MRI Office of Research Programs which will perform IRB review of the financial conflict of interest associated with commercial or for-profit sponsored research protocols. The JHUSOM CCOI staff will communicate with MRI officials about either the disallowance of the conflict of interest or the recommended management of the conflict of interest. The MRI IRB must accept the CCOI

recommendations as to the disallowance of the conflict of interest or the minimal terms to manage the conflict associated with the project, but may determine that additional management is required. The MRI IRB will notify both the OHSR and the JHUSOM CCOI of its decisions on projects that involve a JHUSOM faculty member financial conflict of interest.

V. Projects initiated using commercial or other for-profit entity funding, for which subsequent non-profit funding is obtained. As specified in III above, the MRI IRB will conduct the initial review for projects that are to be funded by commercial or for-profit sponsors. If, after MRI IRB approval of such a project, the principal investigator indicates that (i) additional funding has been obtained from a federal agency, non-profit foundation, or non-profit society and the JHUSOM is the recipient of the funding award, or (ii) the project is no longer funded, JHUSOM will continue to accept MRI IRB review and approval of the project. As the IRB of record for the review, the MRI IRB will conduct review of the applicable federal funding application to certify that the review required under 45 CFR 46.103(f) has been conducted.

VI. Projects and the Federal Privacy Rule. Under this Agreement each party will retain its separate and independent obligation to ensure that information about patients and research subjects at the party's covered facilities is obtained, used, and disclosed in compliance with the requirements of the federal Privacy Rule (45 C.F.R. Parts 160 and 164) promulgated under the Health Insurance Portability and Accountability Act. The JHUSOM and MRI therefore agree that, when required under the Privacy Rule, subject authorization for use and disclosure of information in research shall be obtained in a form approved by the hospital or site where the research will take place. Each party will assure that the other has its standard form or terms for authorization so that the form or terms become part of the informed consent process. The JHUSOM and MRI further agree that in accordance with applicable regulatory requirements of the Privacy Rule, the IRB of record may review and approve waivers of the authorization requirement or alterations in the required form of authorization.

VII. Record Retention and Production. Relevant minutes of IRB meetings will be made available to the requesting party to this Agreement upon request. This Agreement must be kept on file at both institutions and provided to OHRP upon request.

VIII. Term and Termination. The initial term of this Agreement shall be from the 1st day of April 2004 and shall continue until the 30th day of April 2005 unless otherwise terminated by either party as provided herein. Unless earlier terminated, this agreement shall continue for successive one year terms. Either party may terminate this Agreement upon 30 days written notice to the other party or may immediately terminate this Agreement upon any material breach of its terms.

IX. Indemnity. Each party (as the "Indemnitor") agrees to indemnify the other, its directors, officers, employees, contractors, and agents from and against any and all claims, suits, damages, fines, penalties, liabilities and expenses (including reasonable attorneys' fees for inside and outside counsel and disbursements) resulting from or arising out of or in connection with (i) any breach of the Indemnitor's obligations under this Agreement, (ii) any

negligent act or omission or any willful misconduct of any employee, contractor, agent, or representative of the Indemnitor related to Indemnitor's obligations under this agreement, and (iii) any misrepresentation, breach or, inaccuracy of the Indemnitor's representations and warranties contained in or made pursuant to this Agreement. The respective obligations of the parties under this Section VI shall survive any termination or expiration of this Agreement.

X. Miscellaneous. JHUSOM and MRI agree to amend their Federal Wide Assurances (FWA) on file with the Office of Human Subjects Research (OHRP) to reflect the agreement terms under which they will permit each institution to utilize one IRB review. Any future changes in the agreement will be provided to OHRP.

Endorsement of JHUSOM:

Authorized Institutional Official:

Signature: Michael J. Klag

Date: 7/28/05

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Endorsement of MRI

Authorized Institutional Official:

Barbara Howard

Date: 7/19/05

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