

D8535C00001
3508

CLINICAL STUDY AGREEMENT

between

ASTRAZENECA PHARMA INDIA LIMITED

and

**SWAMI RAMA HIMALAYAN UNIVERSITY (A UNIT OF
HIMALAYAN INSTITUTE OF MEDICAL SCIENCES)**

and

Dr. ANKIT BATRA

Study Code: D8535C00001

Study Name: CAMBRIA 2 “A Phase III, Open-Label, Randomised Study to Assess the Efficacy and Safety of Camizestrant (AZD9833, a Next Generation, Oral Selective Estrogen Receptor Degradar) Versus Standard Endocrine Therapy (Aromatase Inhibitor or Tamoxifen) as Adjuvant Treatment for Patients with ER+/HER2- Early Breast Cancer and an Intermediate-High or High Risk of Recurrence Who Have Completed Definitive Locoregional Treatment and Have No Evidence of Disease”

Study Site number: 3508

Clinical Study Agreement (CSA) with Institution and Investigator
Version: 14.0
Form Doc Number: TMP-0010284
Parent Doc Number: SOP-0066820




Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



CLINICAL STUDY AGREEMENT

PARTIES

1. AstraZeneca Pharma India Ltd. , a company incorporated in India, whose registered office is at Block N1, 12th Floor, Manyata Embassy Business Park, Rachenahalli, Outer Ring Road, Bangalore – 560045, Karnataka, India (the “**Company**”) and
2. Swami Rama Himalayan University (SRHU), a University established under section 2(f) of UGC Act, 1956 and enacted vide Uttarakhand Act no. 12 of year 2013, having its registered office at Swami Ram Nagar, Jolly Grant, Dehradun, Uttarakhand- 248016 for its constituent college “Himalayan Institute of Medical Sciences (hereinafter referred as the “**Institution**”); and
3. Dr.Ankit Batra, Assistant Professor, Medical Oncology, Himalayan institute of medical sciences (a constituent college of SRHU), Swami Rama Himalayan University, Swami Ram Nagar, Jolly Grant, Dehradun, 248016, Uttarakhand India (the “**Principal Investigator**”)

together the “**Parties**” and each a “**Party**”.

BACKGROUND

- (a) The Company intends to conduct the Study at Himalayan Institute of Medical Sciences, which is a constituent medical college of Institution i.e. of Swami Rama Himalayan University, Dehradun.
- (b) The Institution has the appropriate facilities and personnel to conduct the Study. The Institution has designated the Principal Investigator to take responsibility for the day-to-day conduct of the Study, and the Principal Investigator has the necessary qualifications, training, experience and expertise to carry out such tasks.
- (c) The Company wishes to engage the Institution and the Principal Investigator to conduct the Study on its behalf.

EFFECTIVE DATE

The effective date of this Agreement shall be the date on which the last of the Parties signs this Agreement.

AGREED TERMS

1. DEFINITIONS

Unless otherwise specifically provided in this Agreement, capitalised terms shall have the meanings set forth in Appendix A

2. CONDUCT OF THE STUDY

- 2.1. The Company hereby engages the Institution and the Principal Investigator to conduct the Study.
- 2.2. The Institution and the Principal Investigator shall conduct the Study at the Study Site in accordance with this Agreement, the Protocol, Study associated documents, ICH GCP Guidelines and all Applicable Laws.
- 2.3. The Institution and/or the Principal Investigator will not deviate from the Protocol unless in order to eliminate an immediate hazard to Participants. The Institution and/or Principal Investigator shall




Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS



promptly notify the Company upon becoming aware of the deviation. The Company and/or Principal Investigator will notify the Ethics Committee of deviations in accordance with Applicable Laws.

3. RESPONSIBILITIES OF THE COMPANY

3.1. AstraZeneca AB, a company incorporated in Sweden whose registered office is at 151 85 Södertälje, Sweden, has assumed the role of sponsor of the Study, and has engaged the Company to conduct and manage the Study in accordance with this Agreement, the Protocol, Study associated documents, ICH GCP Guidelines and all Applicable Laws. AstraZeneca AB has also appointed Fortrea Development India Private Limited, a company registered in India with its registered offices at Building No. 1, Unit No. 601, Raheja Mindspace Plot Nos. Gen/2/1/D, Gen/2/1/E & Gen2/1/F at MIDC Trans Thane Creek Industrial Area within the village limits of Bonsari, Kukshet, Shiravane, Taluka and Registration Sub-District of Thane, Navi Mumbai, Maharashtra 400706, India to act as the Local Clinical Trial Applicant and provide legal representation of the sponsor for the study in addition to responsibility for all regulatory requirements.

4. RESPONSIBILITIES OF THE PRINCIPAL INVESTIGATOR

4.1. The Principal Investigator shall be responsible for oversight and overall Study conduct including day-to-day conduct of the Study, training, leading and supervising Study Site Staff.

4.2. The Principal Investigator shall:

4.2.1 ensure that he/she is appropriately qualified by training and expertise, and obtain and maintain all contractual, regulatory and ethical approvals, notifications and authorisations required (including approvals from entities by which he/she is employed or to which he/she is affiliated), to enter into this Agreement and conduct the Study in accordance with Applicable Laws (and provide evidence of the same to the Company on request);

4.2.2 provide appropriately qualified Study Site Staff, and ensure that they are supervised and are made aware of, and comply with the terms of this Agreement, and, as appropriate, with all versions of the Protocol, Study associated documents, informed consent forms and Applicable Laws;

4.2.3 obtain and maintain all Ethics Committee approvals (if applicable) required for the conduct of the Study, keep the company informed of the progress of all applications for the same and provide company with copies of such approval(s) on request;

4.2.4 ensure that any amendments to the Protocol are approved by the Ethics Committee and/or the Regulatory Authority prior to implementation in accordance with Applicable Laws, and ensure to maintain all approvals from the relevant Regulatory Authority, if not instructed otherwise by Company;

4.2.5 once all necessary regulatory and ethical authorisations, notifications and approvals have been obtained, use his/her reasonable endeavours to enrol the target number of Participants into the Study. However, the Participant enrolment period may be extended or shortened and the number of Participants that Principal Investigator may enrol in the Study may be changed, at the Company's sole discretion;

4.2.6 ensure that informed consent is obtained from each Participant, and maintained, in accordance with the Protocol and Applicable Laws, such consent to include authorisation for the use and disclosure of the Participant's protected health information in accordance with Applicable Laws;

4.2.7 report to the Sponsor all Adverse Events and Other Safety Reportings in the form and within the time frame set out in the Protocol and in accordance with all Applicable Laws;



Ankit
Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



4.2.8 provide such other assistance in connection with the Study as the Company may reasonably request from time to time;

4.2.9 ensure that each Participant: a) receives Participant engagement communications and ongoing/Post Study communications promptly upon obtain approval by the Ethics Committee and/or the Regulatory Authority, as applicable, prior to Study Closure; b) receives the post Study communications provided by the Company or its Designee no later than 12 months after Study Closure.

4.2.10 ensure that computerized system used at Study Sites fulfil GCP requirements. In the event that the electronic Medical Records (eMR) system is not appropriately validated, paper copies will be printed, dated and signed by the Principal Investigator;

4.2.11 report to the Sponsor all non-compliance with the Protocol and other applicable regulations and laws, e.g. Serious Breach, enabling the Sponsor to meet requirements for the expedited reporting when and where required.

4.3. Principal Investigator and/or Study Site Staff may be invited to attend and participate in meetings relating to the Study. The Parties agree that there will be no additional compensation for attendance or participation at such meetings by the Principal Investigator or any Study Site Staff. If the Principal Investigator and/or Study Site Staff are required to perform any additional tasks, over and above those required for the conduct of the Study, the terms and obligations for the provision of such services shall be subject to a separate agreement.

5. RESPONSIBILITIES OF THE INSTITUTION

5.1. The Institution shall:

5.1.1 provide appropriate premises, facilities and equipment for the Study, including the Study Site, and provide such assistance, resources and cooperation as the Company may reasonably request in connection with the Study;

5.1.2 provide, or ensure that the Principal Investigator provides, appropriately qualified Study Site Staff and ensure that they are made aware of, and comply with, the terms of this Agreement, all versions of the Protocol, and Applicable Laws;

5.1.3 notify the Company immediately if the Principal Investigator ceases to be employed by or associated with the Institution, or is otherwise unable to act or continue to act as the Principal Investigator.

6. STUDY DRUG AND MATERIALS

6.1. The Company shall use commercially reasonable efforts to supply (or procure the supply), at no cost to Institution or Principal Investigator, the quantities of Study Drug required to conduct the Study in accordance with the Protocol, Study associated documents and Applicable Laws.

6.2. The Institution and the Principal Investigator shall ensure that the Study Drug is stored, dispensed and administered under proper conditions and in accordance with the Protocol, the Applicable Laws and, where relevant, the Company's instructions.

6.3. The Institution and/or Principal Investigator shall promptly report to the Company any adverse findings in relation to any Study Drug delivered to it, and the Company shall take such steps as are reasonably practicable in the circumstances to provide replacement Study Drug or otherwise to minimise the impact on the Study. If the Company and/or any Regulatory Authority deem that a recall of Study Drug is required, the recall strategy shall be developed by the Company and followed by the Institution and the Principal Investigator with strict regard to the requirements in terms of timing and/or any other conditions imposed.


Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
RIMS, Dehradun



6.4. The Study Drug must be used only for the purposes outlined in the Protocol and, neither the Institution nor the Principal Investigator shall use, supply or otherwise make available any Study Drug for any other purposes, nor engage in any promotion or commercialisation of Study Drug for any unauthorised indication.

6.5. The Principal Investigator shall maintain complete and accurate records relating to the Study Drug consistent with the Protocol and as required by Applicable Laws. At the completion or termination of the Study or earlier termination of this Agreement all remaining Study Drug shall, at the Company's option, be returned to the Company (at Company's expense) or disposed of in accordance with Applicable Laws.

6.6. The Company will timely provide the Institution and the Principal Investigator with the Study Drug and Materials required for the conduct of the Study as per Appendix C. The Company shall retain all rights, title and interest in and to the Materials unless otherwise agreed by the Company in writing. The Materials may only be used by the Institution, the Principal Investigator and the Study Site Staff to the extent required for the conduct of the Study.

6.7. The Institution and the Principal Investigator shall be responsible for keeping any Materials in good repair and in such condition as they were on the date of delivery (fair wear and tear excepted). The Materials shall be kept and operated in a suitable environment and used only for the purpose for which they are intended, by trained staff in accordance with any instructions provided by the Company.

6.8. At Study Site Closure or at Company's earlier request, Institution and Principal Investigator shall promptly return all Materials to the Company, unless the Parties agree that Institution or Principal Investigator shall acquire the Materials for their fair market value. Any such acquisition of Materials shall be subject to a separate agreement between the relevant parties.

7. STUDY DOCUMENTATION

7.1. The Institution and the Principal Investigator shall compile and maintain all Study Documentation, the investigator Study file (including but not limited to copies of CRFs, data queries and Adverse Event reports (if applicable)) and all other documents required under this Agreement, in accordance with this Agreement, the Protocol, Study associated documents and Applicable Laws.

7.2. The Institution and the Principal Investigator shall make the Study Documentation available for the Company and the Regulatory Authorities in accordance with Applicable Laws. The Study Documentation shall be retained for a minimum of twenty-five (25) years, or longer in accordance with the Applicable Laws, after the end of the Study unless the local regulations differ.

8. MONITORING AND AUDIT BY THE COMPANY

8.1. The Institution and the Principal Investigator shall permit the Company or its Designee to access the Study Site during normal business hours and on reasonable notice in order for the Company to monitor that the Study has been and is being conducted in accordance with the Protocol and Applicable Laws.

8.2. The Institution and the Principal Investigator agree to cooperate fully with the Company during monitoring and audits, including making all Study Documentation available for review by the Company or its Designee (subject to reasonable safeguards for the protection of personal data and medical confidentiality as set out in Clause 13).

8.3. The Institution and the Principal Investigator shall ensure that all questions and action items arising from monitoring and audit pursuant to this Clause 8 are resolved within such reasonable period as the Parties may agree.


Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



9. INSPECTION BY THE REGULATORY AUTHORITIES

9.1. A Party shall notify all other Parties as soon as reasonably possible (and in any event within two working days) following:

9.1.1 receipt of any request from a Regulatory Authority for an inspection of the Study Site (or the conduct of any inspection if without notice); or

9.1.2 receipt of any written or oral enquiries from a Regulatory Authority, regarding any aspect of the activities pursuant to this Agreement or the conduct of the Study, and shall provide copies of inspection report and all associated correspondence with the Regulatory Authority.

9.2. To the extent reasonably practicable, the Institution and the Principal Investigator shall allow the Company or its Designee to attend any inspection by a Regulatory Authority. If the Company or its Designee are not allowed to attend any such inspection, the Institution and/or Principal Investigator shall provide the Company with a detailed summary of the Inspection as soon as reasonably practicable thereafter.

9.3. The Institution and Principal Investigator shall notify the Company of any violation or deficiency noted by a Regulatory Authority. The Parties shall cooperate with each other in relation to the preparation of any response.

10. PAYMENTS

10.1. In consideration of the services rendered under this Agreement, the Company shall pay the Institution and the Principal Investigator in accordance with Appendix B.

10.2. Payment will not be made until the Company has received an invoice or such any other documentation as set out in Appendix B evidencing that the relevant services have been completed. PROVIDED THAT if any amount included in the invoice is disputed, the Company shall not be required to pay the disputed amount until the dispute is resolved in accordance with this Agreement.

10.3. The Parties acknowledge that the amounts to be paid by the Company under this Agreement are reasonable, represent fair market value and are for services actually performed by the Institution, the Principal Investigator and/or Study Site Staff for the work under this Agreement and that neither the Institution, the Principal Investigator nor the Study Site Staff have received any other compensation or inducement from the Company in connection with the Agreement or their participation in the Study.

10.4. The Company shall deduct or withhold from the amounts payable any taxes that it is required by Applicable Laws to deduct or withhold. All payments made by the Company under this Agreement are inclusive of value added taxes, sales taxes or similar taxes. The Institution will be responsible for all such taxes with respect to payments under this Agreement.

10.5. The Institution and the Principal Investigator shall keep and maintain accurate and reasonably detailed financial records in connection with the activities performed under this Agreement. Upon request, the Company shall have the right to audit such financial records to test compliance with this Agreement.

11. INTELLECTUAL PROPERTY

11.1. Except as expressly set out in this Agreement, no Party shall acquire any right, title or interest in or to the Intellectual Property of any of the other Parties or their licensors.

11.2. The Company shall own all rights and title in any Intellectual Property arising from the Study or relating to the Study Drug, any Developed Technology and the Study Documentation, except to the extent that the Institution and Principal Investigator are required to retain any Study Documentation in


Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology



accordance with GCP and the Applicable Laws. The Institution and the Principal Investigator shall promptly disclose any such Intellectual Property to the Company in writing or in such other format as the parties may agree.

11.3. To the extent capable of prospective assignment, the Institution and the Principal Investigator hereby assign and shall procure that the Study Site Staff shall assign to the Company (or its Designee) all their rights, title and interest in and to all Intellectual Property falling within Clause 11.2 above. To the extent that any such Intellectual Property cannot prospectively be assigned, the Institution and the Principal Investigator shall assign, and shall procure that the Study Site Staff shall assign, such Intellectual Property to the Company (or its Designee) on creation.

11.4. The Institution and the Principal Investigator shall, and shall ensure that the Study site staff shall take all steps as the Company may reasonably require from time to time in order to enjoy the full benefit of the rights assigned under this Clause 11.

11.5. The Company hereby grants to the Institution a perpetual, royalty-free non-exclusive licence to use the Intellectual Property arising only from the Study for internal research and educational purposes only, and with no right to grant sub-licences. The provisions of Clauses 12 and 14 of this Agreement shall continue to apply in relation to any such licence.

12. CONFIDENTIAL INFORMATION

12.1. Subject to Clauses 12.2 and 12.3, each Party shall at all times keep confidential the Confidential Information. Each Party shall safeguard the other Party's Confidential Information with at least the same level of care as it affords to its own Confidential Information, and shall not use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement. The Institution and the Principal Investigator shall procure that all all Study Site Staff shall be bound by obligations of confidentiality at least as restrictive as those contained in this Agreement.

12.2. The obligations on each Party set out in Clause 12.1 shall survive for ten (10) years after the expiry or termination of this Agreement, but shall not apply to any information which:

12.2.1 was in that Party's possession (with full right to disclose) prior to receiving it from another Party, as demonstrated by written records;

12.2.2 is public knowledge otherwise than as a result of any breach of this Clause or any similar Clause in any other relevant agreement; or

12.2.3 it can demonstrate was developed independently without reference to the Confidential Information, or was received from a third party who had the right to disclose such information in a non-confidential manner.

12.3. A Party may disclose Confidential Information to the extent required by a court of competent jurisdiction, by a governmental, supervising or regulatory body, or otherwise in order to comply with Applicable Laws (including freedom of information legislation), provided always that (i) to the extent it is legally permitted to do so, the disclosing Party gives the affected Party as much notice of such disclosure as possible; and (ii) the disclosing Party complies with the affected Party's reasonable directions for taking legally available steps to resist or narrow such requirement (at the affected Party's reasonable expense) and in any event restricts the disclosure to only those parts of the Confidential Information lawfully required to be disclosed.

12.4. The Parties acknowledge that damages alone would not be an adequate remedy for the breach of any of the terms of Clause 12, and that in the event of a breach or threatened breach the Party that initially disclosed the Confidential Information shall be entitled to seek equitable relief and/or injunctive relief


Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



concerning any threatened or actual breach (in addition to any other rights and remedies it may have under this Agreement or otherwise).

13. PERSONAL DATA PROTECTION AND BIOLOGICAL MATERIALS

13.1. The Parties agree to adhere to the principles of medical confidentiality in relation to Participants involved in the Study and to comply at all times with their respective obligations under all data protection Applicable Laws in relation to this Agreement and the protection of the Personal Data of Participants and Study Site Staff. Both the Company and the Institution and the Principal Investigator shall maintain appropriate technical and organisational security measures to protect the Participants' and the Study Site Staff's Personal Data they process in relation to this Agreement

13.2. The Institution and the Principal Investigator shall ensure that any collection, handling, transportation and retention of Biological Materials in connection with the Study is carried out in accordance with the Protocol, the informed consents of Participants, and all Applicable Laws and in such a way as to ensure that the security, integrity, quality and identity of the Biological Materials is maintained at all times.

13.3. The Parties shall agree that Institution and the Principal Investigator will be coding (i.e. pseudonymizing) the Participants' data and will only share coded Participants' data with the Company.

14. RIGHTS TO PUBLICATION

14.1. The Institution and the Principal Investigator shall be entitled to publish the results of, or make presentations related to, the Study, as indicated in this Section 14. If this Study is part of a multi-centre clinical trial, Institution and Investigator agree not to independently publish the results of the Study until first occurrence of one of the following: (i) multi-centre primary publication is published; (ii) no multi-centre primary publication is submitted within two (2) years after conclusion, abandonment, or termination of the Study at all Study Sites; or (iii) Sponsor confirms in writing there will be no multi-centre primary Publication. All such publications or presentations shall (i) be consistent with academic standards and International Committee of Medical Journal Editors (ICMJE) guidelines, (ii) not be false or misleading, (iii) comply with all Applicable Laws, (iv) not be made for any commercial purpose.

14.2. The Institution and the Principal Investigator shall provide the Company with copies of any materials relating to the Study, or the Developed Technologies that either intends to publish (or submit for publication) or make any presentations relating to, at least thirty (30) days in advance of publication, submission or presentation.

14.3. At the request of the Company, the Institution and the Principal Investigator:

14.3.1 shall not include in or shall remove from any proposed publication any Confidential Information, errors or inaccuracies; and

14.3.2 shall withhold publication, submission for publication or presentation for a period of ninety (90) days from the date on which the Company receives the material to allow the Company to take such measures as the Company considers necessary to preserve its proprietary rights and/or protect its Confidential Information.

14.4. The Institution and the Principal Investigator shall include the following acknowledgement in all publications and presentations relating to the Study, the Study Documentation or the Developed Technologies, as well as in any financial disclosure information relating to the Study: " AstraZeneca Pharma India Limited sponsored this clinical trial." A copy of any publications and presentations relating to the Study, the Study Documentation and/or the Developed Technologies shall be provided to the

[Handwritten signature]
Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology



Company on publication or presentation, and the Company shall be entitled to make copies of and distribute the publication or presentation as it considers necessary.

14.5. Subject to Clause 14.4, no Party shall mention or otherwise use the name, trade mark, trade name or logo of any other Party in any publication, press release or promotional material with respect to the Study without the prior written approval of such Party; provided, however, that the Company shall have the right to identify the Institution, the Principal Investigator and the responsible Study Site Staff in any Study recruitment activities or other Study-related meetings.

14.6. The Company has a long-standing commitment to transparency, and the Institution and the Principal Investigator acknowledge that the Sponsor shall post the Study on clinical trial registries and publish the results on clinical trial results databases in such format (including www.astrazenecaclinicaltrials.com), and/or provide such results to the Regulatory Authorities and in accordance with Applicable Law.

14.7. If the Company invites the Principal Investigator to be an author of a Company-managed publication, the Principal Investigator shall agree to comply with ICMJE authorship criteria. The Principal Investigator shall direct, draft and/or review the proposed publication, approve the final version of the publication to be published and retain full responsibility for its content. Company financial support for this research, any other financial relationship with Company, as well as any other relevant financial relationships as required by the journal or congress shall be disclosed in the publication. Any authorship, medical writing, editorial or logistical support provided to the Principal Investigator or the Institution by the Company in respect of publication shall be subject to the Company's publications policy, details of which are available at www.astrazeneca.com. No compensation shall be provided in respect of any such authorship.

15. INSURANCE AND INDEMNITY

15.1. Each of the Parties shall ensure that adequate provision is made by way of insurance or indemnity arrangements sufficient to meet their obligations and liabilities under this Agreement and the Applicable Laws, in particular towards Participants for personal injury arising as a result of participation in the Study.

15.2. The Company agrees to indemnify the Institution and the Principal Investigator against all direct costs, claims, liabilities, penalties or expenses (including reasonable legal fees and disbursements), (collectively "**Losses**") arising out of or relating to the conduct of the Study.

15.3. The Company's indemnity under Clause 15.2 will not apply to the extent that such Losses arise from or relate to (a) any breach of this Agreement or Applicable Laws by the Institution and the Principal Investigator, or (b) any negligence, recklessness or willful act or omission by the Institution, the Principal Investigator or the Study Site Staff in the performance of their obligations under this Agreement.

15.4. If any third party makes a claim, or notifies an intention to make a claim, against the Institution or the Principal Investigator which may reasonably be considered likely to give rise to a liability under this indemnity (a "**Claim**"), the Institution and/or the Principal Investigator shall:

15.4.1 as soon as reasonably practicable, give written notice of the Claim to the Company, specifying the nature of the Claim in reasonable detail;

15.4.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Company, such consent not to be unreasonably withheld; and

15.4.3 take such action as the Company may reasonably request to avoid, dispute, compromise or defend the Claim (including granting the Company full conduct and control of the Claim)

Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



15.5 Subject injury, company agrees that subjects or the subjects nominee(s) shall be entitled to financial compensation as well as reimbursement of reasonable and necessary medical expenses from the company in case of subject injury or death during the conduct of the study in accordance with laws in force, including New Drugs and Clinical Trial Rules 2019, & its amendment as may be amended from time to time.

16. COMPLIANCE, TRANSPARENCY, ANTI-BRIBERY, ANTI-CORRUPTION AND CONFLICTS OF INTEREST

16.1. The Parties will ensure that neither they, nor any of their officers or employees, directly or indirectly offer, make, accept or request any Payments or Transfers of Value to or from any official or other person, that is intended or could be seen, to influence any decision to obtain or retain business, to gain an improper advantage, or to induce such official or other person to perform a function in violation of any statute, rule, or regulation, including but not limited to inducements, bribes, kickbacks and facilitation payments.

16.2. The Institution and the Principal Investigator warrant that neither they nor any of their Study Site Staff have engaged in any conduct that has resulted or may result in a criminal conviction, nor are currently excluded, debarred, suspended, or otherwise ineligible to participate in the Study and/or government health care programs in any country. The Institution and the Principal Investigator agree to notify the Company immediately in the event they become aware that they or any of their Study Site Staff are being investigated by any Regulatory Authority.

16.3. The Institution and the Principal Investigator acknowledge and agree (and shall be responsible for obtaining consent from the Study Site Staff) that the Company and/or its Affiliates may store, use and publicly disclose information (including personal data) about the Institution, the Principal Investigator, the Study Site Staff, the Head of Clinic and certain Payments or Transfers of Value provided to them in relation to the Study as required by Applicable Laws. Certain Payments or Transfers of Value may also be disclosed on public websites

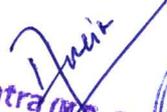
16.4. The Institution and the Principal Investigator declare that neither the Principal Investigator, nor any member of the Study Site Staff, is subject to any conflicting obligations or legal impediments and/or has any financial, contractual or other interests in the outcome of the Study that might interfere with the performance of the Study or that is likely to affect the reliability and robustness of the data generated in the Study. The Principal Investigator shall inform the Company immediately upon learning of the existence of any financial arrangement or interest between the Principal Investigator and the Company.

16.5. If during the term of this Agreement or within 2 years of its termination the Principal Investigator (i) joins or participates in any committee that sets formularies or develops clinical guidelines, or (ii) is involved in any decision or recommendation relating to the adoption of any products of the Company or its Affiliates for clinical use in any local or national health care service, the Principal Investigator will disclose to such committee the existence and nature of this Agreement and will follow the disclosure obligations and procedures set forth by the committee.

17. TERM AND TERMINATION

17.1. This Agreement will remain in effect until (a) termination or completion of the Study, close-out of the Study Site, receipt of all Study Documentation by the Company, and completion of the obligations of the Parties under the Protocol, or (b) earlier termination in accordance with this Agreement.

17.2. Any Party may terminate this Agreement with immediate effect at any time upon written notice to all other Parties if:


Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



17.2.1 on reasonable grounds it believes the Study should cease in the interest of the health, safety or well-being of Participants;

17.2.2 any Party or any of their employees, agents, or sub-contractors commits any of the acts referred to in Clause 16.1 or any offence under the applicable transparency or anti-corruption laws in relation to this Agreement or the Study, or any breach of the warranty given in Clause 16.2;

17.2.3 any other Party commits a material breach of any of its obligations under the Agreement and fails to remedy such breach (where possible) within thirty (30) days of written notice from a non-defaulting Party; or

17.2.4 any step, application, order, proceeding or appointment is taken or made by or with respect to any other Party for distress, execution, composition or arrangement with creditors, winding up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, if that Party is unable to pay its debts or if any event occurs which, under the applicable law of any jurisdiction to which it is subject, has an effect similar to that of any of the events referred to in this Clause 17.2.4.

17.3. The Company may terminate or suspend the Study and/or terminate this Agreement immediately for any reason whatsoever upon written notice to Institution and Principal Investigator.

17.4. The Company shall have no liability to the Institution or the Principal Investigator for any fees, reimbursements or other compensation or for any loss, cost, claim or damage resulting, directly or indirectly, from such termination. For the avoidance of doubt, (except in the case of termination of this Agreement as a result of an uncured breach of this Agreement by the Institution or Principal Investigator) the Company shall, upon receipt of invoices and other supporting documentation, pay to the Institution and/or Principal Investigator all costs incurred and falling due for payment up to the date of termination and all non-cancellable costs committed before receipt of notice of termination, provided that such commitments are reasonable and necessarily incurred by the Institution or Principal Investigator for the performance of the Study prior to the date of termination and agreed with the Company.

17.5. Upon notice of termination of this Agreement:

17.5.1 the Parties shall take all reasonable steps to minimise any inconvenience or harm to the Participants; and

17.5.2 the Institution and the Principal Investigator shall:

- (a) immediately cease enrolment of Participants into a Study; and
- (b) promptly provide to the Company all Study Documentation (except where required to be retained pursuant to Applicable Laws), the Company's Confidential Information and any Materials provided by the Company in connection with a Study.

17.6. The following Clauses shall survive the termination or expiry of this Agreement to the extent necessary to preserve such rights and obligations: Clause 4.2.9 (Study Communication); Clause 6 (Study Drug and Materials); Clause 7 (Study Documentation); Clause 8 (Monitoring and Audit by Company); Clause 9 (Inspection by the Regulatory Authorities); Clause 10 (Payments), in respect of any rights to payment arising prior to termination; Clause 11 (Intellectual Property); Clause 12 (Confidential Information); Clause 13 (Personal Data and Biological Materials); Clause 14 (Rights to Publication); Clause 15 (Insurance and Indemnity); Clause 16 (Compliance, Transparency, Anti-Bribery, Anti-corruption and Conflicts of Interest); Clause 17 (Term and Termination); and Clause 18 (General).

18. GENERAL

18.1. **Force Majeure** - No Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any Force Majeure Event. In the event of a Party being

Ankit
Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HHS, Dehradun



so delayed or prevented from performing its obligations, such Party shall: (i) give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause of such delay or prevention and its estimated duration; (ii) use commercially reasonable efforts to mitigate the effects of such delay or prevention upon the performance of its obligations under this Agreement; and (iii) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

18.2. Assignment, Subcontracting - The Principal Investigator and the Institution may not assign, delegate, subcontract, sublicense or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written consent of the Company. The Company shall be entitled to assign, delegate, sublicense or otherwise transfer its rights and obligations under this Agreement to any Affiliate, any external service providers such as contract research organisations retained to assist the Company in managing and monitoring the Study, and to any successor in interest to all or substantially all of the business to which this Agreement relates. The Company shall always have the right to perform any or all of its obligations and exercise any or all of its rights under this Agreement through any of its Affiliates. Any assignment in violation of this Agreement shall be null and void.

18.3. No Partnership - Nothing in this Agreement shall create, or be deemed to create a partnership, joint venture, employer/employee, contractor/contractee, or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

18.4. Waiver - No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict its further exercise. In addition, no single or partial exercise of any such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

18.5. Construction - The Parties acknowledge and agree that they have reviewed, negotiated and jointly drafted this Agreement and that it should be construed without regard to the Party or Parties responsible for its preparation.

18.6. Invalidity - If any provision of this Agreement is held by any court or other competent authority to be illegal, invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions, and if possible, the affected provision should be modified to the minimum extent necessary to make it valid, legal and enforceable.

18.7. Inconsistency - In the event of any inconsistency between this Agreement and the Protocol, the terms of the Protocol shall prevail with respect to the conduct of the Study and the treatment of Participants in connection therewith; in all other respects, the terms of this Agreement shall prevail.

18.8. Notices - Any notice to be given by either Party under or in connection with this Agreement must be in writing and shall be: (a) delivered by hand or by courier; (b) sent by pre-paid recorded (i.e. signed for) post; or (c) sent by e-mail/fax, to the addresses set out at the start of this Agreement or such addresses or numbers as may be notified to the other Party from time to time. Notices sent in accordance with this Clause are to be deemed to have been received (i) if delivered by hand or by courier, when left at the address referred to above; (ii) if sent by post, three business days after posting; (iii) if sent by e-mail/fax, when delivered or transmitted.

18.9. Entire agreement - This Agreement together with the Appendices (all of which are incorporated by reference) constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, whether written or oral, with respect to that subject matter.

18.10. Amendments - Any amendment or modification to this Agreement must be in writing and signed by authorised representatives of each Party.

Ankit
Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept of Medical Oncology



18.11. **Counterparts** - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one and the same agreement.

18.12. **Governing law** - This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India without regard to the conflicts of law principles thereof. The Parties irrevocably agree that the courts of India shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter (including non-contractual disputes or claims).

Execution

THIS AGREEMENT IS EXECUTED by the authorized representatives of the Parties as of the dates indicated below.

SIGNED FOR AND ON BEHALF OF

AstraZeneca Pharma India Ltd.



Signature

Date: 07 Feb 2025

Name: Mr. Sandeep AV

Title: Senior Director, Oncology Country Head –
Oncology Site Management & Monitoring, India

SIGNED FOR AND ON BEHALF OF

**Swami Rama Himalayan University (SRHU)
Himalayan Institute of Medical Sciences**



Signature

Date: 20 Feb. 2025

Name: Commander Challa Venkateswar (Retd.)



Title: Registrar

SIGNED BY

Principal Investigator



Signature

Date: 19/02/2025

Name: Dr. Ankit Batra

Title: Assistant Professor Department of Medical
Oncology

**Dr. Ankit Batra (M.D.,D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun**

APPENDIX A - DEFINITIONS

“**Adverse Event**” shall have the meaning set out in the Protocol.

“**Affiliate**” means any business entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a Party, with “control” meaning in the case of a company, direct or indirect ownership of 50% or more of the voting interest in such company, and in the case of a partnership the right to a share of more than half the assets, or of more than half the income of the partnership.

“**Applicable Laws**” means all applicable international, national, regional and local laws, rules, regulations and guidance including without limitation Regulatory Authority rules and regulations, decisions and industry codes (including any modification or re-enactment thereto) applicable to the Study and the activities or interactions under this Agreement, including Good Clinical Practice, and all generally accepted standards of good laboratory practice, good clinical practice and good medical practice.

“**Biological Materials**” means any human biological materials, including but not limited to blood, body tissue, plasma and any other material containing human cells.

“**Confidential Information**” means (i) the terms of this Agreement; and (ii) any business, employee, Participant or customer information or data in any form which is disclosed or otherwise comes into possession of a Party, directly or indirectly, as a result of this Agreement and which is of a confidential or proprietary nature (including, without limitation, the Study Documentation, any information relating to business affairs, operations, products, processes, methodologies, formulae, plans, intentions, projections, know-how, Intellectual Property, trade secrets, market opportunities, suppliers, customers, marketing activities, sales, software, computer and telecommunications systems, costs and prices, wage rates, records, finances and personnel).

“**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

“**Case Report Form**” or “**CRF**” means a printed document (“pCRF”), optical or electronic document (“eCRF”) or database designed to record all of the information to be reported to the Company on each Participant, as required by the Protocol.

“**Designee**” means any person designated by the Company in writing who undertakes activities on

behalf of the Company in relation to the Study, which may include an Affiliate.

“**Developed Technology**” means any inventions, discoveries, improvements or developments made by the Principal Investigator or any Study Site Staff (whether solely or jointly with others) in the course of or as a result of the Study and that are directly related to the Study Drug, or the use thereof.

“**End of Study**” – means point in time as defined in Clinical Study Protocol.

“**Ethics Committee**” means the independent institutional, regional, national or supranational committee or review board-responsible for ensuring the protection of rights, safety and well-being of human Participants in a clinical study, and for reviewing and approving/providing an opinion on the Protocol, the suitability of the investigator(s), the Study Site(s), the Participant recruitment materials and methods, and informed consent forms.

“**Force Majeure Event**” means any circumstance beyond a Party’s reasonable control, including acts of war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, fire, flood, acts of God, strike, lock-out or other industrial disputes (whether or not involving employees of the relevant party) or legislative or administrative interference and which could not have been avoided or mitigated by the exercise of reasonable care by that Party.

“**Good Clinical Practice**” or “**GCP**” means the International Conference on Harmonisation Guideline for good clinical practice (including any modification or re-enactment thereto).

“**Head of Clinic**” means Head of the Clinic/Institution or some other responsible person for signing off the contracts on their behalf.

“**Institution**” means the Institution contracted to provide appropriate premises, facilities and equipment for the Study conduct in accordance with Applicable Laws.

“**Intellectual Property**” means any and all rights in and to ideas, formulae, inventions, discoveries, know-how, data, databases, documentation, reports, materials, writings, designs, computer software, processes, principles, methods, techniques and other information, including patents, trademarks, service marks, trade names, registered designs, design rights, copyrights and any rights or property similar to any of the foregoing in any part of the world, whether registered or not, together with the right to apply for the registration of any such rights.

“**Materials**” means any equipment, materials (excluding Study Drug), documents, data, software

and information supplied by or on behalf of, or purchased at the expense of, the Company, in connection with the Study, as described and set out in the Protocol and this Agreement.

“**Other Safety Reporting**” shall have the meaning set out in the Protocol.

“**Participant**” means a person recruited to participate in the Study in accordance with the Protocol and Applicable Laws.

“**Participant engagement communications and ongoing/Post study communications**” means Participant engagement communications such as the Thank you cards, Ongoing Communication cards and Unblinding Communication Cards

“**Payment or Transfer of Value**” means a direct or indirect transfer of *anything* of value, whether cash or in kind in connection with the development or sale of medical products. “Value” shall mean the discernible economic value on the open market. A direct Payment or Transfer of Value is one made directly by a company for the benefit of a recipient. An indirect Payment or Transfer of Value is one made by a third party on behalf of a company for the benefit of a recipient where the identity of the company is known to, or can be identified by, the recipient.

“**Personal Data**” means any information relating to an identified or identifiable natural person (“Data Participant”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Principal Investigator**” means the Principal Investigator contracted to take responsibility for the day-to-day conduct of the Study and to lead, train and supervise the Study Site Staff in accordance with Applicable Laws.

“**Protocol**” means the clinical study protocol that has been approved by the relevant Ethics Committee, which describes the Study, including all amendments thereto as the Parties may from time to time agree in writing.

“**Regulatory Authority**” means any international, national, regional or local agency, authority, department, inspectorate, minister, ministry official, parliament, public or statutory person (whether autonomous or not) of any government of any country having jurisdiction over any of the activities contemplated by this Agreement, the Study, or the Parties.

“**Serious Breach**” means any deviation of the approved protocol version or the clinical trial regulation that is likely to affect the safety, rights of trial participants and/or data reliability and robustness to a significant degree in a clinical trial.

“**Site Closure**” means the date of receipt by the Principal Investigator of the site closure visit report from the Company.

“**Sponsor**” means the Company, identified as Party of this contract, which takes responsibility for the initiation, management or conduct of the Study in accordance with Applicable Laws.

“**Study Closure**” means the date of publishing the Clinical Study Report as communicated by the Company.

“**Study Documentation**” means all records, accounts, notes, reports, data and ethics communications (submission, approval and progress reports), collected, generated or used in connection with the Study and/or Study Drug, whether in written, electronic, optical or other form, including all recorded original observations and notations of clinical activities such as CRFs and all other reports and records necessary for the evaluation and reconstruction of the Study.

“**Study**” means the Sponsor’s clinical study stated on the front page of this Agreement, as further described in the Protocol.

“**Study Drug**” means the investigational medicinal product(s), any placebo and any comparator drug(s) including medical devices used for their administration being studied or tested in the Study as set out in the Protocol.

“**Study Site(s)**” means the premises where Study related activities are conducted, as identified in the Protocol.

“**Study Site Staff**” means all those investigators, sub-investigators, employees, agents, students, sub-contractors and others who are engaged by the Principal Investigator in the conduct of the Study, including any such persons at Study Site.


Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



Appendix B- Payment												
Table 1												
Head	Activity	Unit Cost	Screenin	Treatment Period				Post Treatment/Follow up period		Total Units	Total Cost (INR)	
			g Period	Month 1	Month 4	Month 7 Onwards (Q6m up to 84 months)	EOT	Safety Follow -up (28-days after last dose)	Long-term Follow up (Q12m)			
	Visit		1	2	3	4+			Telephonic Call			
Ethics Committee fee											82600	
Travel	Subject Travel Allowance	2000	2000	2000	2000	24000	2000	2000		19	38000	
Investigation	Tumor assessment & Imaging											
	IV Contrast CT scan (Chest, Abdomen, Pelvis)	19000	X			X				2	38000	
	Breast imaging (such as mammogram or MRI)	9000	As part of routine standard of care prior to surgery or within 9 months prior to Randomisation. Post randomization Yearly or as per Institutional Practice								8	72000
	Bone scan (if indicated)	2000	Must be performed within 12 months prior to randomisation. Post randomization will be performed if indicated per PI judgment								8	16000
	PET-CT (Abdomen + Pelvic+Chest+) if applicable	24000	Must be performed within 12 months prior to randomisation. Post randomization will be performed if indicated per PI judgment								8	192000
	Laboratory											
	Clinical Chemistry ②	5000	X	X	To be performed Annually		X	X		12	60000	
	Haematology: Complete blood count with differential	1200	X	X	To be performed Annually		X	X		12	14400	
	FSH (for post menopausal women)	540	X							1	540	
	Serum estradiol (for post menopausal women)	700	X							1	700	

Dr. Ankit Batra
Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
Smt. Bhabra



Urine Pregnancy Test (women of childbearing potential)	250	X	X	As clinically indicated per local regulation				2	500
Serum Pregnancy Test (women of childbearing potential)	600	X	X	As clinically indicated per local regulation				2	1200
Other procedures									
ECG	500	X	X	Repeat as Clinically Indicated				2	1000
Ophthalmic assessment ③									
visual acuity (best corrected, high and low contrast), ③	1500	X		Screening, Month 2 Day 1 (±21 days), Month 4 Day 1 (±21 days), Month 7 Day 1 (±21 days), Month 13 Day 1 (±21 days), EOT visit (+21 days; only if an abnormality had been reported at screening or during treatment) and Safety Follow-up (+21 days; only if treatment discontinuation occurred due to ocular toxicity)				7	10500
Applanation Tonometry ③	2500	X		Screening, Month 2 Day 1 (±21 days), Month 4 Day 1 (±21 days), Month 7 Day 1 (±21 days), Month 13 Day 1 (±21 days), EOT visit (+21 days; only if an abnormality had been reported at screening or during treatment) and Safety Follow-up (+21 days; only if treatment discontinuation occurred due to ocular toxicity)				7	17500
Ocular Coherence Tomography (OCT), ③	2500	X		Screening, Month 2 Day 1 (±21 days), Month 4 Day 1 (±21 days), Month 7 Day 1 (±21 days), Month 13 Day 1 (±21 days), EOT visit (+21 days; only if an abnormality had been reported at screening or during treatment) and Safety Follow-up (+21 days; only if treatment discontinuation occurred due to ocular toxicity)				7	17500
Chemotherapy ⑤									
Abemaciclib	30000		X	X	X	X	X	15 for 84 months	2520000
LHRH Agonist (Goserelin, euprorelin [also known as leuprolide], or triptorelin)	40000		X	X	X	X	X	15 for 84 months	3360000
Total (Per patient Grant) INR	410290								6352840

17 (29)

Ankit
Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



List of Investigations per protocol

<p>1. Investigator Grant (Investigator's professional fee for following activities): ICF, Eligibility, Tumor tissue biopsy sample shipping/handling, Demography (including initial disease characteristics and tobacco use), Blood Draw for Central Labs & PK, Lab Handling for Central Labs & PK, Lab Handling for Local Labs, Adverse Events Assessment, Review Concomitant Medications/medical history & concomitant procedures, Medical history, Physical Exam (full) including vital signs, Targeted physical exam (based on symptoms) including vital signs, ECOG Performance Status, Patient Follow up Contact/ Patient review for safety & Survival status, Consent for genetic analysis (Optional), ePro patient training and assessments, Efficacy assessment, Subsequent anticancer therapy and progression assessment, Disease Assessments - RECIST 1.1, IMP management & dispensation.</p>
<p>2. Clinical Chemistry: Includes following investigations: Creatinine, Bilirubin Direct ,Bilirubin Indirect, Alkaline phosphatase, ALT, AST, Albumin, Potassium Total Calcium, Magnesium, , Sodium, Glucose (Random), Total protein Urea or blood urea nitrogen. Ki67 and ctDNA analysis will be done via central labs.</p>
<p>3. Ophthalmological examination will include at least: best corrected visual acuity (high and low contrast), Applanation tonometry, OCT</p>
<p>4. Radiological Examinaton ; It includes any one of IV Contrast CT scan (Chest, Abdomen, Pelvis), Breast imaging (such as mammogram or MRI), Bone scan (if indicated) or PET-CT (Abdomen + Pelvic+Chest+) if applicable per PI judgment in accordance with study protocol</p>



18 (29)


Dr. Ankit Batra (M.D.,D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



Terms and Conditions:

1. Payments for the above-mentioned protocol specified procedures or assessments will be paid upon submission of original invoice/bills on pro-rata basis for eligible patients. Investigator Grant mentioned in Table 1 in Appendix B covers activities per schedule of the assessments for respective visits per clinical study protocol.
2. 1-monthly LHRH agonist (Goserelin or Leuprorelin) is applicable only for pre, peri- menopausal females and male patients. LHRH agonist cost will be reimbursed on receipt of correct invoices, separate from Cycle wise cost.
3. Only the tests and assessments that are performed per approved protocol will be paid for as mentioned above upon receipt of original invoice on pro-rata basis. E.g.: biopsy charge will be reimbursed only if a patient doesn't have tumour block or slides in quantity needed for eligibility assessment. PI/Institution will not be reimbursed for any additional testing, procedure or treatment not required by the approved clinical study protocol or specified in the agreement, unless such additional testing, procedure or treatment is required to manage the trial related AEs/SAEs or the same is pre-approved by AstraZeneca.
4. Any investigation or procedure not required by approved study protocol but deemed necessary to be performed by Principal Investigator for safety-wellbeing of patient, can be reimbursed only with prior written approval from site monitor or Local Study Associate Director (LSAD) unless the assessments are to rule-out any immediate medical emergencies.
5. Cost for tests and assessments performed for all screen failure patients per approved protocol will be paid on pro-rata basis. Professional fee (PI) for applicable visits would be paid per Table 1 on pro-rata basis.
6. All the data for visits and procedure included in the invoice must be entered into the electronic case report form (eCRF) for the payment to be processed.
7. All payments under this agreement are exclusive of GST. GST will be paid as applicable based on the invoice received.

Note: The other study specific cost will be as follows

- INR 10000 for Breast MRI,
- Zolodex- 3.6 mg per month cost is INR 9754 and Zolodex 10.8mg cost per month cost is INR 28890.
- The Leuprolide 11.25 mg – INR 10409/- once in 3 months, Leuprolide 22.5 mg – INR 18650, INR 16000/-once in 3 months, Triptorelin 3.75 mg: INR 7506/-month, Triptorelin 11.25mg- INR 18000/- once in 3 months, Triptorelin 22.5 mg – 28000INR /- once in 3 months , Goserelin10.8 mg is INR 29000/-once in 3 months

Dr. Ankit Batra (M.D.,D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



The Company shall be entitled to withhold compensation in respect of Subjects whose visit data is incomplete or 'lost to follow-up' as a result of any failure by the Institution or the Principal Investigator to comply with their obligations under this Agreement.

Reimbursement will not be given for Subjects enrolled who do not meet all inclusion and exclusion criteria, unless otherwise approved by the Company, and the Institution will not be compensated for any Protocol violations, unless otherwise approved by the Company.

The Company shall additionally compensate the Institution and the Principal Investigator for the activities set out in the table below. Compensation will be provided on a pro-rata basis, on the completion of visits as follows, from the specification below:

Subject visit	Compensation per subject (Study Budget) including both PI and CRC fees	PI Fees (per subject)	CRC Fees (per subject)
Visit 1-Screening	17000	10000	7000
Visit 2-Randomization	11000	8000	3000
Visit 3	9000	6000	3000
Visit 4	9000	6000	3000
Visit 5	11000	8000	3000
Visit 6	9000	6000	3000
Visit 7	9000	6000	3000
Visit 8	9000	6000	3000
Visit 9	9000	6000	3000
Visit 10	9000	6000	3000
Visit 11	9000	6000	3000
Visit 12	9000	6000	3000
Visit 13	9000	6000	3000
Visit 14	9000	6000	3000
Visit 15	9000	6000	3000
Visit 16	9000	6000	3000
End of Treatment (EOT)	10000	7000	3000
Safety Follow up (28 days after last dose)	9000	6000	3000
Long Term Follow up (Q12m)	4000	2000	2000
Total (INR)	179000	119000	60000

Ankit
Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun

TABLE 2. ADDITIONAL COMPENSATION

Activity	Compensation
Overhead and administration fees:	20% only on Investigator and CRC Grant (Compensation per subject) periodically.
Ethics Committee Fee	As per the fee request from Principal Investigator/Institute for the review of Protocol, Amendments and other study related documents. No payments will be made towards the SAE review.
Subject Expense for Travelling and/or reimbursement	INR 2000 per visit, upon submission of receipt/ Invoice
Additional Travel arrangements for subjects	Any travel arrangement of study subjects more than INR 2000 has to be discussed and approved in advance by AstraZeneca representative for the study. The same should be notified to Ethics Committee for their action and approval (if needed)
Attendance at Investigator's Meeting	AstraZeneca retains the rights to invite investigators for investigator's meeting. AstraZeneca will supply the meeting related travel expense, meals and hotel cost. AstraZeneca is derelict of duty for the related compensation of time consumed and income reduced. The form of travel for investigator's meeting will be in accordance with the company policy and applicable India regulation.
Pharmacy reimbursement (For Standard of Care and Comparator medication)	As per actual upon submission of original bills.
Biopsy Charges	Biopsy Charges if performed will be paid on actual basis upon submission of original bills/invoice
Involvement in audits or inspections	No more financial compensation will be provided to the site if an audit or inspection is conducted.
Study Documents Storage Fees (Archiving- Paid upon study closure)	Institution will retain and store the study documentation till 25 years after site closure at AstraZeneca's expenses. AstraZeneca agrees to pay fee for such storage for 25 years amounting to total of INR 75000 This will be paid only if at least 01 patient is randomized at the site.

Dr. Ankit Batra (M.D., D.W.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun

AEs/SAEs related payments:	<p>1. In the event of an injury occurring to the clinical trial subject, site will provide free medical management to him/her as long as required or till such time it is established that the injury is not related to the clinical trial, whichever is earlier. AstraZeneca Pharma India Limited will reimburse this cost to site on actuals.</p> <p>2. In the event of clinical trial related injury or death, AstraZeneca will pay compensation to the clinical trial subject or his/her nominee in case the clinical trial subject suffers from a study related injury or death, per the directive of the health authority of India. Fortrea Development India Private Limited has taken out an insurance to cover the clinical study-related injuries or death. In order for AstraZeneca to obtain the proceeds from the insurance for the study related injury or death, Investigator and Institute should provide the medical records and/or signed informed consent form of the clinical trial subject if requested by the Insurance company.</p>
Reporting of SAE follow ups:	Any significant change in the previously reported SAE related information (such as – i) confirmation of the diagnosis, ii) change in the severity of the medical condition to an extent that patient is moved to ICU from the ward or vice versa, iii) confirmation of the causality iv) change in patient’s medical condition leading to either stop or re-start the IP v) patient being discharged from the hospital etc.) to be reported to all stakeholders by the investigator within 24 hours of being aware of this.
Unscheduled visit for study specific reason	Cost will not be reimbursed for additional testing, procedure, treatment not required by approved clinical study protocol unless such additional testing, procedure, treatment is required to manage trial related AE/SAE or same is pre-approved by AstraZeneca on case-to-case basis.
Payment Terms	The site team or Institution (Swami Rama Himalayan University) will raise all study invoices on monthly basis with HSN/SAC Code # 998113 and payment for same will be paid to site within Within 45 days from receiving of invoices at AstraZeneca India Office

*Dr. Ankit Batra (M.D.)
Associate Professor
Dept. of Medical Onc
HIMS, Dehradun*



D8535C00001
3508

PAYMENT TERMS

Payments will be made to:	The study related payments will be paid to Swami Rama Himalayan University at Swami Rama Nagar, Jolly Grant Dehradun
Invoices will be sent to Company at:	AstraZeneca Pharma India Ltd., a company incorporated in India, whose registered office is at Block N1, 12th Floor, Manyata Embassy Business Park, Rachenahalli, Outer Ring Road, Bangalore –560045, Karnataka, INDIA
Time for payments:	Within 45 days from receiving of invoices at AstraZeneca India Office

Payments will be made against invoices issued by the Principal Investigator or Institution (or receipt of such other documentation evidencing that the relevant activity has been completed) to the following accounts:

	Institution
Bank Name:	Bank SBI G.Fund
Branch Name	HIHT Jolly Grant
IFSC Code	SBIN0010580
Account No.:	33082676422
Payee Name:	Swami Rama Himalayan University
PAN No	AAAJH0463L

All invoices should be clearly marked with the “D” code for the Study, D8535C00001

Invoices to be sent electronically to: the CRA and copy to Local Study Associate Director of the study

Or by post to: AstraZeneca Pharma India Ltd **Central Mail Room** Block N1, 12th Floor, Manyata Embassy Business Park, Rachenahalli, Outer Ring Road, Bangalore – 560045, Karnataka, India T: + 91 80 67748000

*Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun*

APPENDIX C- STUDY SPECIFIC REQUIREMENTS

1. PLANNED PARTICIPANT ENROLMENT

Number of enrolled Participants: 20

Number of randomised Participants: 15

First Participant enrolled by: First Participant was enrolled within 60 days from Principal Investigator's receipt of written approval by Company.

Last Participant completed before: 31/03/2027

2. MATERIALS PROVIDED BY COMPANY

Equipment:

- During the course of the Study, AstraZeneca or AstraZeneca's designee (i.e. a third party vendor), may provide Materials and/or Equipment to the Site for only use in this Study. Equipment is to be returned to AstraZeneca or AstraZeneca's designee upon appropriate device/system lock has completed. The equipment will be provided as below:
- Hand held electronic devices for Patient Reporting Outcomes will be provide by the ePRO vendor. Devices to be returned to AstraZeneca or its designee at the end of the study. Patient own devices might also be used in the study.

Other materials:

- Clinical Study Protocol and associated documents: Investigator Brochure, Informed Consent Forms, Patient Participation Card, Thank You Cards, Patient and HCP Facing Materials
- Electronic Instruction Manuals or documents related to study conduct (including but not limited to eCRF instruction manual, IWRS User Manuals, Lab Manual, Quick Reference Guides, ePRO Guides)
- CD-ROM or DVD of the completed CRF
- CD-ROM or DVD of the completed ePRO
- Clinical Study Report Synopsis at the end of the study

Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun

- Centrally supplied IMP (as per country specific supply agreement):
 - Camizestrant
 - AI (anastrozole or letrozole or exemestane) or tamoxifen

Insurance / Indemnity:

Not Applicable as no materials are provided by company which require insurance or Indemnity

3. MATERIALS PROVIDED BY STUDY SITE

Equipment:

The Principal Investigator or delegates are responsible for proper maintenance, calibration, validation and/or service (as applicable) of equipment listed below. The records of all activities connected to the proper maintenance, calibration and service of all equipment must be in line with local legal requirements, if applicable, and must be available to AstraZeneca audits and inspections.

Specific equipment required at the site (as per Clinical Study Protocol):

- 12 lead ECG
- Blood Pressure Measurer
- Thermometer
- Weight and Height Scale

A computer with high speed internet connection

Local lab supplies for doing local laboratories assessment per study protocol

2°C to 8°C (36°F to 46°F) refrigerator with valid calibration and electronic temperature monitoring system or at least daily monitoring of min/max temperature control for IP storage.

• -20°C deep freezer or colder like -70°C deep freezer where samples will be stored, including temperature monitoring devices and logs (including calibration)

• Refrigerated Centrifuge (optional), centrifuge (including calibration)

• Imaging: CT Scan/ PET-CT/ MRI/ Bone scan (optional)

Dr. Pinkit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun

Ocular assessment: OCT, Test Cards for visual acuity tests (best corrected, high and low contrast), Applanation Tonometer and Ocular Coherence Tomography (OCT)

Other materials:

- Luteinising hormone-releasing hormone (LHRH) agonists will be considered NIMPs and thus supplied locally by Site and reimbursed:
- LHRH agonist (goserelin, leuprorelin, or triptorelin)

4. SOURCE DATA, RECORDS AND STORAGE

Web-based Data Capture ('WBDC') and Electronic Patient Reported Outcome ('ePRO') System

Company may require the completion of a technical site assessment survey to determine that the computer and its associated hardware are technically capable for use in a Web-based Data Capture Study.

Web-based data Capture – Rave system – will be used in this study. All information in the eCRF (including data queries and comments) must be entered in English. Data reported on the eCRF that are derived from the source documents should be consistent with the source documents.

Data for each Subject should be entered into the electronic Case Report Form within 5 days of each completed visit respectively. The Principal Investigator and/or delegate should check Rave continuously to ensure that all queries raised within the system are responded to within 3 working days of query raised. Timelines for data entry and responses to queries may be shorter when the study approaches an interim analysis or data base lock. Data related to SAEs/AEs and/or endpoints must be reported as defined in the clinical study protocol.

- **WBDC, ePRO and/or other system access controls**

Access to electronic systems used in the Study will be strictly restricted to these (Study Site Staff, Company employees, Company data management centre staff, Participants depending on the system) who have been appropriately trained. Each user will be allocated access to the system for their sole use only. Principal Investigator and/or the Study Site Staff understand that access codes/tokens and passwords are for personal use only and not to be shared with others, and that an electronic signature, when used, is the legally binding equivalent of a traditional handwritten signature.

- **ePRO training of Participants**

Principal Investigator and/or Study Site Staff are responsible for training study participants in the use of the ePRO system. On-device training (Training Video, Quiz and Training Module) completion is documented in StudyWorks, but site staff is still responsible for ensuring that the study participant is comfortable with device use. It is essential that Principal Investigator and Study Site Staff comply with the subject training, compliance checks and data review requirements. Subject training should be performed by following the step by step instructions provided by the ePRO vendor. Compliance checks should be performed approximately weekly by monitoring the web-based compliance reports.

*Dr. Ankit Gupta (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun*

in StudyWorks. Site Personnel must notify the vendor of any errors they made in the assignment or end of device use, by submitting a data correction form provided by the ePRO vendor.

- **Back-up procedures for system unavailability**

In case of issues with devices site should make sure Customer Care ticket was created to inform the ePRO vendor about non-working device. eCOA Web option for handheld backup solution will be delivered by the ePRO vendor. It is primarily used as a backup system, in case of an issue with a provisioned ePRO Handheld at home.

In case of technical (or other) problems with WBDC (Rave) application, data should be entered in the medical records. The eCRF must be completed as soon as the system is available again.

If the Rave system is not available for timely reporting of Serious Adverse Events (SAE), the Investigator/study site personnel should contact the monitor and report SAE to the appropriate AstraZeneca representatives by sending Clinical Study Serious Adverse Event Report Form via e-mail or fax or phone immediately and no later than 24 hours of becoming aware. Completed form and only relevant supporting documentation are faxed/e-mailed to the AstraZeneca and the site is responsible for personal data protection. This is a back-up procedure only and the Investigator is obligated to enter missing data into Rave as soon as the system becomes available.

In case the IWRS (Interactive Web Response System) is not available, Investigator is asked to create Customer Care ticket and contact the responsible monitor.

Records and Documents

- **Medical Records**

The medical (hospital/practice) records for each Participant should contain information which is important for the Participant's safety and continued care and to fulfil the ICH GCP requirements that critical Study data should be verifiable by the Company. To achieve this, the medical records (paper and/or electronic) of each Participant should clearly describe at least:

- that the Subject is participating in the Study, eg, by including the enrolment and/or the randomisation code and the Study code or other Study identification
- the Subject's general practitioner/family doctor was informed of the Subject's Study participation/was not informed and why
- date when Informed Consent was obtained
- diseases (past and current; both the disease studied and others, as relevant)
- treatments withdrawn/withheld due to participation in the Study
- treatments given, including Investigational Product, changes in treatments during the Study and the time points for the changes



Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



- all adequate methods of contraception used in the study period as described in the Clinical Study Protocol (if applicable)
- visits to the clinic during the Study, including those for Study purposes only
- Serious Adverse Events (if any) including causality assessments
- date of and reason for discontinuation; and
- additional information according to local regulations and practice.
- Company will have the right to assess the validity of the electronic system used for medical records in order to ensure proper Source Data Verification ('SDV'). If the electronic systems are not assessed/validated as requested by ICH GCP, paper copies will be printed, dated and signed by the investigator..
- **Case Report Form as source document:**

The following variables may be directly recorded in the CRF and need not be present in Subject medical records (electronic/paper CRF = source document), provided that data is recorded in the CRF at once.

Patient Demography (Sex, Race, Ethnic group).

- **Source Data Location**

The information can be recorded on 'Source Data Assessment' or any alternative form. The source data comply with ALCOAC requirements.

- **Electronic Patient Reported Outcome Source Data**

The ePRO source data are recorded electronically in a central database hosted by the ePRO service provider and are available for review and maintenance during the Study. Principal Investigator maintains control of the data and must authorise all ePRO data changes.

Storage of Study Documents

The Study Documentation shall be retained and stored during the Study and for 25 years after Study Closure in accordance with this Agreement unless the local regulations differ.

When a WBDC system is used for the Study, Company will provide Principal Investigator with copies of the Study Site's electronic Case Report Forms and associated data (End of Study data). Principal Investigator is responsible for retaining the End of Study data in accordance with ICH Guidelines, local regulation and internal site process for archiving of electronic documents, periodically checking for viability and retrievability. As with other Study Documents, the data should be stored in a safe and secure location to prevent accidental or premature destruction. The data should be regarded as part of the Investigator's Study File, but may be stored separately.

Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
MMAS, Dehradun

D8535C00001
3508

When an ePRO system is used for the Study, AstraZeneca ePRO vendor will provide Principal Investigator with copies of the Study Site's electronic PROs and associated data on an optical media eg, Compact Disc ('CD') or digital versatile disc ('DVD'). The media should be regarded as part of the Investigator's study file, but may be stored separately.

Emergency Unblinding Tools

NA as study is open label for site staff.

Ankit
Dr. Ankit Batra (M.D., D.M.)
Associate Professor
Dept. of Medical Oncology
HIMS, Dehradun



[Handwritten mark]