Primary Care Model Clinical Trial Agreement (PC-mCTA)

Guidance

January 2021

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Introduction

The first model clinical trial agreement ("mCTA") for pharmaceutical research in NHS hospitals was drawn up and published by the Department of Health and Social Care and The Association of the British Pharmaceutical Industry (ABPI) in 2003, with the intention that a template agreement would make the contracting process more straightforward and efficient.

Since 2003, the mCTA and the related suite of commercial site agreements have been refined and developed to take account of a changing regulatory regime and clinical trial environment.

The first version of the PC-mCTA was published in 2013, with specific versions for primary care in each UK nation.

The latest PC-mCTA was published in January 2021, and follows the work done for mCTA and CRO-mCTA, in that it now provides a common template for use (in independent contractor general practices) in any of the four UK nations, whilst taking account of GDPR, The Data Protection Act 2018 and a number of other changes that have occurred since 2013.

This guidance provides an introduction to the PC-mCTA, outlining when and how it should be used, as well as providing an overview of the changes made in January 2021 to update the PC-mCTAs and summarising some of their key provisions.

Summary of Key Changes in January 2021

The January 2021 PC-mCTA is based upon the January 2021 mCTA and as such represents a significant development from the four nations specific 2013 PC-mCTAs. These developments include:

1. In place of one PC-mCTA for each of the four UK nations the PC-mCTA templates are now common for all UK nations. This follows the work undertaken for the 2018 mCTA and CRO-mCTA to create UK-wide agreement templates.

2. In place of one template per UK nation, each of which incorporated optional clauses to allow for the Agreement to be bipartite (between sponsor and general practice) or tripartite (between sponsor, general practice and Principal Investigator), there are now separate bipartite and tripartite UK-wide templates. Separating out the bipartite and tripartite templates allows the templates to meet

accessibility requirements and should reduce drafting errors in localising templates for use.

3. PC-mCTA now takes account of GDPR/DPA 2018, as well as other changes in the regulatory and policy landscapes since 2013. In particular, PC-mCTA forms a GDPR Article 28(3)-compliant data processing agreement and takes account of the legal situation following from the UK's exit from the EU.

Structure of the Guidance

This guidance is in two parts:

1. Section 1 provides an overview of how the PC-mCTA should be used.
2. Section 2 is an overview of some of the provisions within the PC-mCTA.

1. Section 1: Use of the PC-mCTA

1.1 What is the PC-mCTA?

The PC-mCTA is the standard form contract for use by industry Sponsors and independent contractor NHS general practices running contract clinical trials. The PC-mCTA is not for use with NHS general practice services that are legally part of NHS Trusts or Boards. In these circumstances, mCTA or CRO-mCTA should be used.

Two separate templates are provided, one bipartite and one tripartite. The bipartite PC-mCTA forms a contract between the research Sponsor and the independent contractor NHS general practice. The tripartite PC-mCTA adds the Principal Investigator as the third Party to the Agreement.

In the context of PC-mCTA, contract clinical trials are industry-sponsored clinical trials in which NHS patients receive Investigational Medicinal Products ("IMPs") under the duty of care of independent contractor NHS general practices.

All references in this guidance to "clinical trial" should be read as a reference to a contract clinical trial.

1.2 When should PC-mCTA be used?

The PC-mCTA is intended to be used for all phases of contract clinical trials, including Phase I trials, but should not be used for Phase I trials in healthy volunteers.

The PC-mCTA is not for use in non-commercial studies funded or sponsored by charities, government departments or Research Councils, whether or not such studies involve NHS patients and whether or not they are carried out by independent contractor general practices in their NHS capacity. The Model Agreement for Non-Commercial Research in the Health Service (mNCA) or non-commercial Organisation Information Document (as appropriate) should be used for this purpose.

The PC-mCTA is not for use between the collaborating organisations in collaborative clinical research trials. Such studies should be contracted using the Model Agreement for Collaborative Commercial Clinical Research Conducted by Companies in the Pharmaceutical and Biotechnology Industries, Universities and NHS Organisations (MICRA).

The PC-mCTA is not designed for the purposes of any contract clinical trials (Phases I to IV) performed by private institutions with patients recruited independent of their treatment within the NHS (i.e. PC-mCTA is for use in independent contractor NHS general practices only when acting in their NHS capacity).

The mCTAs are not for use in investigator-initiated trials. The Model Agreement for Non-Commercial Research in the Health Service (mNCA) should be used for this purpose.

1.3 Modifications of the PC-mCTA

The PC-mCTA has been developed through negotiation and discussion between a wide stakeholder group.

Prior to execution of a PC-mCTA, it is necessary for trial-specific information to be appended to, or options selected. The information required/options are identified on the front page of the PC-mCTA (and throughout in yellow highlight). Other than the need to add/select information as specified, it is strongly recommended by all the UK Health Departments that the PC-mCTA should be used without modification. Any request by a sponsor/CRO to modify the PC-mCTA and/or to use any agreement to contract with an NHS primary care independent contractor other than the PC-mCTA, should be disclosed in the IRAS submission (a version of the template proposed for use, with tracked changes and details justification should be provided).

In England and Wales, NHS organisations are required to use only an unmodified PC-mCTA (as appropriate and applicable). In exceptional circumstances this requirement may be waived by the letter of HRA and HCRW Approval for the study. Such waivers may require UK agreement from the UK Four Nations Contracting Leads Group. Similarly, proposals for modifications to mCTAs for use with sites in Scotland or Northern Ireland may also be escalated to the UK Group.

Sponsors should be aware that proposing modifications to template agreements is likely to result in significant delay and does not oblige NHS organisations to agree the modified agreement, even where a waiver is centrally agreed for its use. Unmodified use is strongly recommended.

2. Section 2: Guidance on the Provisions in the PC-mCTA

2.1 Contracting Parties

In order to comply with research and clinical governance requirements and expectations, and to establish the correct lines of accountability for clinicians practising in the NHS, all contract clinical trials must be governed by contracts

between the Sponsor and the Participating Organisation responsible for the research site. This remains the case even when, for example, the investigator is employed by a university and holds an honorary contract, or similar arrangement, with the Participating Organisation.

Where a Sponsor has legally delegated to a corporate affiliate of the Sponsor the power to contractually bind the Sponsor by signing the Agreement on its behalf, evidence of this delegated authority should be attached as Appendix 8 of the PC-mCTA. This evidence is required by the NHS as an assurance that the delegated entity is empowered by the Sponsor to sign on behalf of the Sponsor and thereby bind the Sponsor as Party to the Agreement.

Where a Sponsor is not established in the UK or EEA, their Legal Representative for the purposes of the clinical trial regulations should be named in the recitals of the Agreement but will not be a separate signatory or Party to the agreement in their capacity as Legal Representative.

Participating Organisations have an obligation to inform medical academics' substantive employers, which are usually universities, about clinical trials in which they are to take part.

The PC-mCTA should not be modified to form a tripartite agreement with an academic institution as a third party.

Except as may be the case with the tripartite PC-mCTA, sponsors should not enter into a contract with an individual employee of either a Participating Organisation or a university in a personal capacity to undertake a clinical trial involving NHS patients. This prohibition applies to contracts governing the conduct of clinical trials (including the mCTAs). Chief Investigators may be separately contracted for their services either personally, via their employing organisation, or otherwise as appropriate.

The tripartite PC-mCTA allows for the Principal Investigator to be one of the three Parties to the Agreement and may be used when this is considered acceptable to all three Parties. The participating NHS organisation (i.e. the independent contractor general practice) will always be one of the Parties to the Agreement.

2.2 **Clause 2: Principal Investigator and Personnel**

The Principal Investigator is not to be a signatory to the bipartite PC-mCTA. Clause 2 makes clear the obligation of the Participating Organisation to procure the performance of the Principal Investigator with respect to the Participating Organisation's obligations under the Agreement. In both the bipartite and tripartite PC-mCTAs, this obligation extends to procuring the services of Sub-Investigators and other personnel (in the tripartite PC-mCTA the obligation rests with both the Participating Organisation and the Principal Investigator). The PC-mCTA does not seek to amend the well-understood and established obligations of Principal Investigators. Participating Organisations should bring these responsibilities to the attention of Principal Investigators in the course of research governance training.

As the obligations of the Participating Organisation will be fulfilled through the work of the Principal Investigator, it is important when using the bi-partite PC-mCTA that

the Participating Organisation incorporates the obligations of the Principal Investigator and other investigators set out in the mCTAs, into a separate agreement (in a form that is at the discretion of the Participating Organisation) between the Participating Organisation and the Principal Investigator. Similar arrangements should be put in place for the tri-partite PC-mCTA for other investigators.

It is prudent for the clinical trial activities to be included in the work plans, or equivalent, of the Principal Investigator and any Sub-Investigators. The Participating Organisation may seek assurances from the Principal Investigator and any Sub-Investigators to satisfy the conditions of the PC-mCTA.

2.3 Clause 2.4: Attendance at Investigator Meetings and Reimbursement of Expenses

Clause 2.4 sets out an obligation on the Principal Investigator and/or the personnel to attend meetings reasonably requested by the Sponsor. It should be noted that no compensation will be paid for attendance at such meetings and any expenses incurred will be paid at the rate of fair market value, subject to documentation evidencing the expenses incurred being in sufficient detail for the Sponsor's financial reporting purposes, provided that this is not overly burdensome for the Participating Organisation.

2.4 Clause 3.2 and 3.3: Governance

These Clauses set out the minimum compliance requirements for the conduct of clinical trials, including in respect of domestic law and investigational new drug (IND) in respect of trials conducted by US companies. However, it is essential that Sponsors notify Participating Organisations (and Principal Investigators, where the PC-mCTA is tri-partite) of specific requirements that relate to the performance of trials and that arise from such laws.

2.5 Clause 3.3.7: WHO Ethical Principles

This reference to the WHO Ethical Principles is intended for use where the clinical trial involves transplantation of human cells, tissue or organs. It is an optional reference to be deleted if not applicable to the Clinical Trial.

2.6 Clause 3.7.1: Adverse Event Reporting

To facilitate use of the PC-mCTA for Phase I trials in NHS patients, clauses setting out obligations in relation to adverse event reporting have been included. These clauses will only be applicable where the Clinical Trial is a Phase I Clinical Trial and should be deleted if not applicable. **Note**: The PC-mCTA should not be used for Phase I trials involving healthy volunteers.

2.7 Clause 3.8: Anti-Bribery and Corruption

Modifications to this Clause to reference the Foreign and Corrupt Practises Act of the USA, or any other foreign law, should not be proposed and will not be agreed. Compliance with the Bribery Act 2010 should provide adequate assurance to foreign Sponsors (and CROs) in relation to their own compliance with foreign law.

2.8 Clause 4.7: No Supply of Investigational Drugs by the Sponsor Prior to Approval

Clause 4.7 requires Sponsors to delay supply of investigational drugs supplied by the Sponsor, to the relevant Site(s), until all regulatory and ethics approvals have been obtained. There is an obligation on the Participating Organisation (and Principal Investigator, under the tripartite PC-mCTA) to ensure that no non-routine clinical interventions mandated by the Protocol take place before receipt of final, written ethical and regulatory approval.

2.9 Clause 4.12

Reflecting different types of clinical trial and differing Sponsor requirements, Clause 4.12 requires that the Sponsor specifies whether the local recruitment target should be expressed as number(s) enrolled, dosed or randomised. Enrolled means that the Clinical Trial Subject has consented to be a participant in the Clinical Trial. Dosed means that the Clinical Trial Subject has received their first dose of Investigational Drug. Randomised means that the Clinical Trial Subject has been randomised to an arm of the Clinical Trial, or equivalent, in accordance with the Protocol.

2.10 Clause 4.13.2: Enrolment Targets

Clause 4.13.2 makes clear that payment will only be made for clinical trial subjects who have been enrolled into the Clinical Trial prior to the date of receipt of the notice.

2.11 Clause 4.14: Access, Research Misconduct and Regulatory Authorities

Reflecting the strict regulatory environment faced by Sponsors, representations have been included to confirm that the Participating Organisation (and, where the tripartite version is used, the Principal Investigator) is unaware of any restriction on the Principal Investigator or the Personnel that would prevent that (those) individual(s) from having a role in the Clinical Trial. This representation must be made only after reasonable due diligence, to ensure that the Sponsor may take adequate assurance from this representation.

Detailed provisions covering the Sponsor's access to the premises/Site and handling of possible misconduct are incorporated and these include various reporting requirements.

2.12 Clause 4.14.9(a): Archiving

This sub-clause allows for circumstances in which archiving is arranged on behalf of the Participating Organisation (and, where the tripartite version is used, the Principal Investigator), as well as where the archiving is arranged by the Participating Organisation itself. Costs associated with archiving may be reimbursed by the Sponsor, provided that those costs are reasonable, agreed in advance and set out in the financial schedule.

2.13 Clause 4.14.10 and 4.14.11: Use of Material

The PC-mCTA defines "Material" as "…any clinical biological sample, or portion thereof, derived from Clinical Trial Subjects, including information related to such material, analysed by the Participating Organisation in accordance with the Protocol, or otherwise supplied under Appendix 6 to the Sponsor or its nominee." Clauses 4.14.10 and 4.14.11 distinguish between the situations where a Participating Organisation analyses material, and situations where a Sponsor takes that responsibility and it is carried out either in the Sponsor's own laboratory or through a third-party laboratory.

Clause 4.14.10 should be deleted where no analysis of material will take place at the Participating Organisation.

Clause 4.14.11 should be deleted where no transfer of material from the Participating Organisation will take place for analysis by the Sponsor or their nominee.

Both clauses should remain where analysis of material will be undertaken by the Participating Organisation and by the Sponsor or their nominee.

Appendix 6 sets out general responsibilities with respect to the handling and use of Material transferred to the Sponsor (or their nominee) by the Participating Organisation (and Principal Investigator, where tripartite), applicable to both (all) Parties and is applicable only where clause 4.14.11 applies. Otherwise, it should be deleted.

Additional requirements relating to the use of Material in any specific clinical trial are also captured in the Integrated Research Application System (IRAS) form required to obtain approval for the Clinical Trial. Sponsors and Participating Organisations (and Principal Investigators, where tripartite) are strongly encouraged to review both the IRAS questions relating to use of Material and Clinical Trial Subjects in order to determine the feasibility (or otherwise) of use/participation in multiple Clinical Trials, as well as the accompanying notes which place restrictions on the use of Material.

2.14 Clause 5: Liabilities and Indemnities

It is essential that the respective Parties indemnify each other for any liabilities other than those covered under the ABPI Indemnity Agreement, in case participation in a clinical trial results in damage to a Party's property and facilities. Independent contractor general practices' non-clinical liabilities in relation to research are not usually covered by existing NHS litigation schemes and it is unlikely that their management would authorise the taking on of unquantified and potentially unlimited liabilities, such as might arise from an intellectual property rights claim.

The liabilities of Participating Organisations (and Principal Investigators, where tri-partite) have been capped at two different levels depending on the nature of the breach. The first cap, covering (a) wilful and/or deliberate breaches of the Agreement and (b) any breach related to Clauses 6, (Data Protection), 7 (Freedom of Information), 8 (Confidential Information), 10 (Publications) and/or

11 (Intellectual Property), provides for the Participating Organisation's (and Principal Investigator's, where tripartite) liability to be limited to a maximum of twice the value of the Agreement. The Agreement value is the total payment due to be made by the Sponsor to the Participating Organisation, if the target number of patients is recruited. The second cap covers all other breaches of the Agreement by the Participating Organisation (and/or Principal Investigator, if tripartite) and limits the Participating Organisation's/Principal Investigator's liability to the maximum value of the Agreement.

While for a number of types of possible breaches these provisions might not fully compensate the Sponsor for their loss, it is considered that the risk of paying compensation on this basis provides an additional incentive for Participating Organisations/Principal Investigators to take every reasonable precaution to prevent a breach of the Agreement. These precautions could include: (i) having in place robust research governance arrangements; (ii) instituting training programmes for researchers undertaking clinical trials; (iii) emphasising to staff the importance of protecting the integrity of the Sponsors' confidential information; and taking disciplinary action in the event of a wilful or reckless breach of the provisions of clinical trial agreements.

Under the Medicines for Human Use (Clinical Trials) Regulations 2004, Sponsors are not required to take out clinical trials insurance, but Participating Organisations/ Principal Investigators will wish to be assured either that sufficient insurance cover has been purchased, or that the Sponsor has provided an indemnity covering potential liabilities to Clinical Trial Subjects participating in the relevant clinical trial. Research ethics committees that provide an opinion on the clinical trial, may therefore take a view, in relation to the risks posed by a specific clinical trial, as to the indemnity and/or the adequacy of the Sponsor's clinical trials insurance.

2.15 Clause 6: Data Protection

The PC-mCTA includes general provisions related to compliance with the relevant data protection laws and guidance. The definition of the term "Data Protection Laws and Guidance" includes "**legally enforceable** NHS requirements, Codes of Practice or Guidance issued by the Information Commissioner's Office, in each case in force from time to time in England, Northern Ireland, Scotland and/or Wales". Oversight of this compliance is provided through the clinical trials approval process, which includes a review of the mechanisms for protecting personal data.

Clause 6 is explicitly concerned with Personal Data as defined in the agreement, that is, only personal data of Clinical Trial Subjects, or potential Clinical Trial Subjects. The Personal Data of the Principal Investigator or Personnel are not dealt with in the template and requests to modify the template to change this will not be accepted. Sponsors are encouraged to fulfil their transparency obligations for processing the personal data of the PI and Personnel via their signature and delegation log, as per the example provided in IRAS.

Clause 6.2, when taken together with the clinical trial protocol, constitutes a GDPR Article 28(3) compliant data processing agreement between Sponsor, as controller of Personal Data processed for the purpose of the clinical trial, and the

Participating Organisation (and, where tri-partite, the Principal Investigator), as processor(s) of the Sponsor for this purpose.

Clause 6.2.5(a) explicitly references GDPR Article 28(1) and gives "obligations as an NHS organisation" as the guarantee that the sponsor should take in accordance with 28(1). NHS organisations are held to high standards of data protection in each of the four UK nations. Sponsors should therefore take assurance that the measures taken by the NHS are appropriate when relying upon existing NHS processes, systems, etc. for the processing of personal data (as opposed to when study specific provisions are required by the sponsor, such as Electronic Case Report Forms (eCRF), where the requirements of the sponsor should be clearly set out in, for example, the protocol, eCRF manual or other relevant document).

Clause 6.2.6 should set out the position of the Sponsor on the use of Participant Identification Centres (PICs) in the clinical trial and, where their use is permitted, whether the Participating Organisation may engage PICs under the general written authorisation of the agreement or only with specific written authorisation from, or on behalf of, the Sponsor.

Clause 6.3 provides for the sharing of Personal Data and or the pseudonymised data of data subjects. The drafting of Clause 6.3 is not intended to directly deal with sponsor responsibilities arising from the Data Protection Laws and Guidance, nor to provide the legal basis for the export of personal data to a country outside of the UK. Instead, the Clause is drafted to provide the Participating Organisation with assurances that NHS organisations are advised, in accordance with Caldicott and NHS policies and best practice, to obtain prior to releasing potentially identifiable confidential patient information to a third party. Modifications to the Clause to form a controller to controller agreement for the export of personal data, or other modifications that fail to reflect the basis of the clause in Caldicott, NHS policy and best practice, should not be proposed and will not be accepted.

2.16 **Clause 7: Freedom of Information**

This Clause imposes obligations on Participating Organisations (and Principal Investigators, where tri-partite) to take timely action to inform Sponsors about requests for information, consult fully with them about disclosure, and inform them, where reasonably practicable, in a timely way of any plans they may have to disclose information against the wishes of a Sponsor.

2.17 **Clause 10: Publications**

The PC-mCTA recognises that Participating Organisations have a responsibility to ensure appropriate publication and dissemination of clinical research for the benefit of patients and their peers. Publication should be done in an orderly way, usually in compliance with the publication policy set out in the Protocol, provided such policy is consistent with the Joint Position as defined in the PC-mCTA.

This Clause sets out conditions governing the way that individual investigators should prepare any publications that they may intend to make, and the opportunities that they should allow Sponsors to comment on them. It also specifies the window of opportunity available to Sponsors in which they can protect proprietary information. It was drafted to ensure that publications based on limited

and perhaps unrepresentative data from one site, or a limited number of sites, do not inadvertently misrepresent results, by requiring that the principal report(s) of each clinical trial is (are) published before articles based on subsets of the data.

The terms of the mCTAs allow publication of data derived from the Participating Organisation after the multi-centre publication and subject to the terms of Clause 10.

2.18 **Clause 11: Intellectual Property (IP)**

Four core principles underlie the PC-mCTA's IP clauses. First, each party retains ownership of any pre-existing IP or know-how owned by it or licensed to it. Second, any IP or know-how generated at the Participating Organisation that relates to the clinical trial, the IMP or the Protocol (excluding any clinical procedure or related improvements) is the property of the Sponsor. Third, clinical procedures and related improvements are the property of the Participating Organisation (and/or Principal Investigator under the tripartite agreement) and, depending on the inventor's employer/affiliation (hospital, university, general practice, etc.), could be protected accordingly. Four, the Participating Organisation (and/or the Principal Investigator under the tripartite agreement) also has (have) the right to use know-how gained during the trial in its (their) normal activities, provided it does not result in disclosure of the Sponsor's confidential information. These provisions are designed to protect the Sponsor's IP and give it ownership of anything derived from it, while allowing the investigator's employer to protect and exploit clinical procedures and related improvements, and to use know-how generated while the Clinical Trial is being undertaken.

Example 1
If an investigator, supplied with information in the investigator brochure about the characteristics of a new drug, identified a possible role for the drug in a different disease, or a potentially more effective combination with a second drug, the rights to that IP would lie with the Sponsor.

Example 2
If a Protocol specified that a certain type of CT scan should be taken, and while analysing the scan, an employee of the Participating Organisation developed a new method of analysing CT scans, the rights to that IP would lie with the Participating Organisation.

Example 3
A Sponsor supplies a case report form for use by an investigator for the Sponsor's clinical trial. In the course of carrying out the Sponsor's clinical trial, the investigator develops, for his/her own convenience and without being requested to or paid to by the Sponsor, a novel database on which to manage the trial subject data. The rights to that IP would lie with the employer of the investigator.

The terms of the PC-mCTA do not give the Sponsor rights to all IP generated by employees of the Participating Organisation either in the course of the clinical trial or in the field of the clinical trial.

2.19 **Clause 12.6: Longstop dates**

It is noted that the Sponsor has a right to refuse payment of invoices which are not dated within 60 days of site close out (or within 60 days of the Sponsor providing final invoicing data, if that data is requested within 45 days of the site close out.

2.20 **Clause 12.7: Payment Terms**

The PC-mCTA provides a payment term of 45 days. This payment term should not be revised with respect to any specific Clinical Trial. This payment term represents a balance between the financial processes of Participating Organisations and those of Sponsors.

2.21 **Clause 16.1: Order of Precedence**

In most respects, the terms of the Protocol will prevail over the other terms of the PC-mCTA. However, in respect of six important Clauses: 5 (Liabilities and Indemnities), 6 (Data Protection), 7 (Freedom of Information), 8 (Confidentiality), 10 (Publications), 11 (Intellectual Property) and 16 (Agreement and Modification), the terms set out in the PC-mCTA will prevail.

2.22 **Clause 16.3: Changes to the Protocol**

The procedure to be followed when changes are made is set out in Clause 16.3 and if the change requires a revised financial schedule, this should be agreed, signed by the Parties and attached to the Agreement. The implementation of amendments requiring changes to the financial schedule should not be delayed until contract variation is completed. Instead, amendments should be implemented in a timely manner, whilst good faith negotiation between the parties continues to finalise and agree the variation.

2.23 **Clause 17: Force Majeure**

The parties will agree a reasonable time limit after which delays due to an act of God etc., affecting one party's performance of their duties, allow the unaffected party to terminate the contract.

2.24 **Clause 18.1.1: Notices**

It is permitted to serve notice by e-mail, at the discretion of the Sponsor, as set out in this Clause. Where the Sponsor chooses not to allow for notices to be served by e-mail, the Clause should not be modified, the parties should merely refrain from providing email addresses under Clause 18.2.

2.25 **Clause 19: Dispute resolution**

Under the PC-mCTA, the parties are required, in the first instance, to attempt to resolve any dispute through discussion between authorised representatives which, if unsuccessful, may proceed to mediation. Unlike mCTA and CRO-mCTA, PC-mCTA does not include an escalation to senior managers, as it is considered that this is not meaningful given the flatter management structures in independent contractor general practices. An informal local procedure is specified, escalating, if

necessary, through more formal processes. If mediation fails, the parties can take the dispute to the courts of the jurisdiction in which the Participating Organisation is constituted.

2.26 **Clause 20.4: Governing Law and Jurisdiction**

The Governing law of the PC-mCTA is determined by reference to the nation of the UK within which the Participating Organisation is constituted.

2.27 **Clause 20.5: Counterparts and Signatures**

The signatories to the PC-mCTA will be the authorised representatives of the Sponsor and the Participating Organisation (and the Principal Investigator them self, where tripartite). The signatories must have legal authority to bind their respective organisations. In the case of the participating organisation, this is likely to be a partner or practice manager. In the case of the Sponsor, if the Sponsor has formally delegated authority to contractually bind it to a corporate affiliate of the Sponsor, this should be evidenced at Appendix 8.

The PC-mCTA allows for execution to be through use of an electronic signature and for execution to be via counterparts.

Sponsors and Participating Organisations (and, where tripartite, Principal Investigators) are encouraged to discuss execution arrangements early in the finalisation process in order to determine the most appropriate arrangements for all parties.

2.28 **Appendix 1**

The milestones included in this appendix are by way of example and the Parties may jointly amend the list as they see fit. It is noted that the target dates should be determined in relation to individual sites and not in relation to the relevant clinical trial as a whole. Timelines will require early negotiation involving the Principal Investigator and the Sponsor. It will be particularly important that they are realistic with respect to the date that the protocol will be finalised, and should build in as footnotes, contingency plans for changes in the event that there is delay in, for example, regulatory or ethics committee approval. The shared responsibilities indicated on the table in Appendix 1 show that the timing of some events is dependent on good co-ordination between the parties in, for example, scheduling all participants' availabilities for the initiation visit.

2.29 **Appendix 2: ABPI Clinical Trial Compensation Guidelines 2015 and Appendix 3: Form of Indemnity**

Both appendices are the current ABPI documents and no proposed modifications to either will be accepted.

2.30 **Appendix 4**

The financial arrangements for the clinical trial should be appended as Appendix 4 of the PC-mCTA. Sponsors and Participating Organisations should use the NIHR interactive Costing Tool (iCT) to derive a contract value, in line with the nation-

specific processes of the UK nation in which the participating organisation is established.

The financial and other interests of universities that might employ the medical academics and sometimes the research fellows and research nurses involved in clinical trials should be recognised by Participating Organisations. The notification arrangements noted above are designed to ensure that universities have the information needed for the protection of their interests. There should be formal agreement between Participating Organisations and universities, covering their entire clinical trials portfolio, setting out processes for the identification of the university's direct and indirect costs and overheads, and the apportioning of research income between the institutions. This issue could be covered in the partnership agreements between Participating Organisations and associated academic institutions that are negotiated in the process of implementing research governance arrangements. In the case of clinical trials for which the investigator's or site team members' substantive contract is held by a university, the university should be involved in the calculation of staff costs for the trial and the general practice should agree the content of the financial schedule with the university. Appendix 4 should be populated with details of the financial arrangements of the clinical trial and it should not be used for other matters.

There should not be separate financial arrangements between the Sponsor and a university that employs an investigator.

The staging or scheduling of payments should be negotiated, including any payments to be made before administration of the Investigational Drug(s), or any other clinical intervention mandated by the protocol, (e.g. site set-up costs) and whether such payments are refundable or non-refundable.

Clinical trials are undertaken by Participating Organisations under income generation rules and are commercial services supplied under contract to companies. Invoicing arrangements should be via the Participating Organisation's finance officer, practice manager or equivalent, using formal VAT invoices in compliance with NHS Standing Financial Instructions.

2.31 **Appendix 5**

It should be noted that there is an obligation on Participating Organisations that are not covered by a relevant risk pooling scheme, to ensure that the Principal Investigator carries medical liability insurance.

2.32 **Appendix 7: Equipment and Resources**

Where no Equipment/ Resources are being provided Appendix 7 should be omitted from the final clinical trial agreement.

Appendix 7 includes tables where equipment and resources that are provided by Sponsors for the clinical trial should be listed. These tables include a column where the depreciated value of the equipment/resources can be detailed. It is noted that there is no standard method for determining depreciation and therefore, this must be discussed and agreed between Sponsor and Participating Organisation (and Principal Investigator, where tripartite).

The Sponsor should indicate whether alternative 1 or 2 should be used with respect to liability in Clause 7.2 of Appendix 7. The selection should be clearly indicated in the agreement.

It is noted that Northern Ireland does not have any MIA arrangements, that the MIA in England is not applicable to equipment loaned or gifted for the purpose of clinical trials and that the Scottish MIA is not applicable to independent contractor general practices. Alternative #1 must be used where the Participating Organisation is constituted in England, Northern Ireland or Scotland.

2.33 **Appendix 8: Formal Delegation of Authority from Sponsor to a Corporate Affiliate to Contractually Bind the Sponsor as a Party to this Agreement**

Where applicable, attach here evidence of formal delegation of authority, from the Sponsor to the corporate Affiliate of the Sponsor, to sign this Agreement and thereby legal bind the Sponsor to its terms as a Party.

Contact Points for Advice and Assistance

For queries relating to the use of the mCTAs for trials taking place in England:
please contact the Health Research Authority, at mcta@hra.nhs.uk.

For queries relating to use in Wales:
please contact the Health and Care Research Wales Support and Delivery Centre at research-contracts@wales.nhs.uk.

For queries relating to use in Scotland:
please contact NHS Research Scotland at enquiries@nrs.org.uk.

For queries relating to use in Northern Ireland:
please contact ResearchContracts@innovations.hscni.net.