

INDEMNIFICATION AGREEMENT

Company:

Protocol #:

Study Title:

The above-named company agrees to defend, indemnify, and hold harmless ARGUS IRB, Inc., an Arizona non-profit corporation, its Board members, agents, and employees, from and against any and all losses, liabilities, claims, expenses, and judgments, including without limitation, litigation costs and reasonable attorney's fees, whether or not such claims or actions have merit, and whether such claims or actions are predicated on strict liability, negligence, or other theories, which losses, liabilities, claims, expenses, and/or judgments including reasonable attorney's fees may be incurred or asserted directly or indirectly against ARGUS IRB, Inc., its Board members, agents, and employees in connection with evaluating the consent form and human protection elements of the study conducted pursuant to 21 CFR50 et.seq. including any claims for loss arising from implementation of the protocol and the investigation based thereon except that the company's duty to indemnify shall not apply to any amounts arising from the conduct of ARGUS IRB, Inc., its Board members, agents, and employees determined by a court to have been grossly negligent or arising from willful misconduct.

Signature of person authorized to legally bind for the above-named Company:

Signature

Title

Printed Name

Date

ARGUS IRB, Inc.

Signature

Title

Printed Name

Date