

INDEMNIFICATION AGREEMENT

Company: _____
Protocol #: _____
Study Title: _____

The above-named company agrees to defend, indemnify, and hold harmless **Elemental IRB**, 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. This includes claims or actions that may arise regardless of merit and whether predicated on strict liability, negligence, or other theories.

This indemnification applies to losses, liabilities, claims, expenses, and/or judgments, including reasonable attorney's fees, incurred or asserted directly or indirectly against **Elemental IRB**, its board members, agents, and employees, in connection with evaluating the consent form and human protection elements of the study conducted pursuant to **21 CFR 50 et seq.**, including any claims for loss arising from implementation of the protocol and the investigation thereof.

The company's duty to indemnify does not apply to any amounts arising from the conduct of **Elemental IRB**, its board members, agents, or employees if determined by a court to be grossly negligent or resulting from willful misconduct.

Authorized Representative of the Company:

Signature

Title

Printed Name

Date

Authorized Representative of Elemental IRB:

Signature

Title

Printed Name

Date
