CONSENT AGENDA
ITEM NO. 13

CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
SAN ANTONIO METROPOLITAN HEALTH DISTRICT

TO: Mayor and City Council

FROM: Fernando A. Guerra, MD, MPH, Director of Health

THROUGH: Terry M. Brechtel, City Manager

COPIES: Frances A. Gonzalez, Assistant to the City Manager; City Attorney's Office; Office of Management and Budget; Finance Department; Project; File

SUBJECT: ORDINANCE AUTHORIZING TWO CLINICAL STUDY AGREEMENTS WITH GLAXOSMITHKLINE

DATE: October 30, 2003

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to accept and execute two (2) clinical study agreements with SmithKlineBeecham Corporation, d/b/a/ GlaxoSmithKline (GSK) for the period October 1, 2003 through September 20, 2005 for the San Antonio Metropolitan Health District to participate in two (2) studies of a vaccine administered to children fifteen (15) months of age. One clinical study agreement provides $46,284.00 to study the effectiveness and safety of GSK's inactivated hepatitis A vaccine when co-administered with pneumococcal vaccine. The second clinical study agreement provides $47,880.00 to study the effectiveness and safety of GSK's inactivated hepatitis A vaccine when co-administered with measles-mumps-rubella vaccine and varicella vaccine. This ordinance will also establish the funds, adopt the program budgets, approve the personnel complements, and approve the payment of stipends to participating parents/guardians enrolled in the studies.

Staff recommends approval.

BACKGROUND INFORMATION

In the United States, hepatitis A continues to be one of the most frequently reported vaccine-preventable diseases. In 1996, hepatitis A vaccine was recommended by the Advisory Committee on Immunization Practices for some groups at high risk for infection. However, in 1999, after a review of epidemiological data, recommendations were expanded to include routine vaccination on populations with consistently elevated rates of disease. The critical role that children play in disease transmission has led the Centers for Disease Control and Prevention to incorporate hepatitis A vaccination into the routine childhood immunization schedule. The Texas Department of Health has developed a standard process to determine which counties are experiencing a high incidence of this disease. As of August 1, 2003, hepatitis A vaccine is required for students born on or after September 2, 1992 and, who are residing in the following counties (in addition to the 32 border counties): Bexar, Grayson, Moore, Nueces, Potter, Randall, and Terry counties. Vaccinating children below two years of age would be the most effective means of breaking transmission and reducing the incidence of this disease.

GSK has offered two (2) Investigator Agreements to the SAMHD to participate in two (2) clinical research studies to protect infants against hepatitis A. GSK is currently conducting the two (2) clinical trials with its hepatitis A vaccine, *Havrix®*, to show it is safe and effective when given to children at fifteen (15) months of age. Havrix is already a widely used, FDA approved, vaccine. The reason for these studies is to demonstrate its effectiveness with other vaccines. These childhood vaccinations will be free of charge and administered at the SAMHD downtown immunization clinic. The two (2) vaccine studies are as follows:

GSK Protocol 208109/220 Vaccine Study Project
The primary objective of this study is to demonstrate the effectiveness of the anti-HAV immune response 31 days following the second dose of Havrix when the first dose of Havrix is co-administered with Prevnar compared to Havrix given alone. This clinical trial composed of five visits and corresponding telephone follow-ups over an approximate sixteen (16) month timeframe. During this time, serology is collected at specified times to ensure that clients enrolled have attained proper immune response. SAMHD will recruit up to 29 clients for this study.

The personnel complement will consist of one (1) Health Program Specialist Supervisor, part-time to be the study coordinator and ensure study protocol, and one (1) Health Program Specialist, full-time, responsible for interviewing parents/guardians, enrolling eligible infants, ensuring that clients keep timely appointments and performing other duties as needed to make this program successful (See Attachment I). These personnel are currently City employees and will be shifted from other vaccine studies that are terminating. GSK will pay SAMHD up to $46,284.00 for participation in this study depending on patient enrollment, cooperation with the follow-up visits and telephone conferences.

GSK Protocol 208109/231 Vaccine Study Project
The primary objective of this study is to demonstrate effectiveness of the anti-HAV immune response 31 days following the second dose of Havrix when the first dose of Havrix is co-administered with MMR® and varicella vaccine (*VARIVAX®*) compared to Havrix given alone. This clinical trial composed of five visits and corresponding telephone follow-ups over an approximate sixteen (16) month timeframe. During this time, serology is collected at specified times to ensure that clients enrolled have attained proper immune response. SAMHD is planning on enrolling 30 clients into this study.

The personnel complement will consist of one (1) Special Projects Coordinator, part-time. With the two (2) studies being conducted simultaneously, this person will ensure study protocol and assist with study coordination, interviewing parents/guardians, enrolling eligible infants, ensuring that clients keep timely appointments and performing other duties as needed to make this program successful (See Attachment II). This person is currently a City employee and will be shifted from another vaccine study that will terminate soon. GSK will pay SAMHD up to $47,880.00 for participation in this study depending on patient enrollment, cooperation with the follow-up visits and telephone conferences.

In both study projects the data collected will be provided to GSK for analysis. Parents/guardians of enrolled infants will receive stipends throughout the study to cover their time and travel to the clinic. Payments will be made up to $145.00 per parent/guardian of enrolled infants as stipends of $25.00 per visit for visits 1 through 5 and $20.00 for the FDA required telephone follow-up contact to close the study. If the final telephone contact cannot be made to the parent/guardian, the infant will no longer be considered an enrollee in the study data.

POLICY ANALYSIS

Acceptance of these agreements from GlaxoSmithKline will continue the long-standing practice of utilizing Federal, State and other aid that is available to support the local public health programs of the City and will allow for these childhood vaccinations to be offered free of charge.

FISCAL IMPACT

The GSK Protocol 208109/220 Vaccine Study Project will provide up to $46,284.00 and the GSK Protocol 208109/231 Vaccine Study Project will provide up to $47,880.00, for a combined total of up to $94,164.00. These projects will place no demands on the City General Fund.

COORDINATION

The City Attorney's Office and the Office of Management and Budget, Risk Management Division, have reviewed and approved the agreements with GSK. The Finance Department has approved the program budgets.

SUPPLEMENTARY COMMENTS

Provisions of the Ethics Ordinance do not apply.

Attachments: Attachment I: Program Budget and Personnel Complement
GSK Protocol 208109/220 Vaccine Study Project
Attachment II: Program Budget and Personnel Complement
GSK Protocol 208109/231 Vaccine Study Project
Attachment III: Clinical Study Agreement
GSK Protocol208109/220 Vaccine Study Project
Attachment IV: Clinical Study Agreement
GSK Protocol 208109/220 Vaccine Study Project

Fernando A. Guerra, MD, MPH
Director of Health

Frances A. Gonzalez
Assistant to the City Manager

APPROVED:

Terry M. Brechtel
City Manager

ATTACHMENT I

GSK Protocol 208109/220 Vaccine Study Project
Fund and Project No. 26-012249
Budget for Period: October 1, 2003 through September 30, 2005

INDEX	ESTIMATED REVENUES	OBJECT CODE	CURRENT BUDGET
062406	GlaxoSmithKline Agreement - Cash		$ 46,284
	Total Estimated Revenues		46,284
	APPROPRIATIONS		
782961	Regular Salaries and Wages	01-010	28,242
783100	Social Security	01-030	2,160
783241	TMRS	01-040	3,225
783381	Flexible Benefits Contribution	01-050	4,908
783522	Life Insurance	01-051	51
783662	Communications: Telephones	02-110	500
783803	Pagers/Mobile Phones	02-112	30
783944	Car Expense Allowance	02-130	44
784082	Automatic Data Processing Services	02-172	200
784223	Other Contractual Services	02-193	4,100
784363	Indirect Cost	04-280	2,824
	Total Appropriations		$ 46,284

Fund Only Index: 009813
Organization Code: 36-07-90

PERSONNEL COMPLEMENT

	Activity 36-07-90	# of positions
0284	Health Program Specialist Supervisor (P/T)	1
0282	Health Program Specialist	1
		2

ATTACHMENT II

GSK Protocol 208109/231 Vaccine Study Project
Fund and Project No. 26-012250
Budget for Period: October 1, 2003 through September 30, 2005

INDEX	ESTIMATED REVENUES	OBJECT CODE	CURRENT BUDGET
062414	GlaxoSmithKline Agreement - Cash		$ 47,880
	Total Estimated Revenues		47,880
	APPROPRIATIONS		
784231	Regular Salaries and Wages	01-010	26,214
784371	Social Security	01-030	1,546
784512	TMRS	01-040	2,308
784652	Flexible Benefits Contribution	01-050	2,454
784793	Life Insurance	01-051	36
784934	Communications: Telephones	02-110	500
785071	Pagers/Mobile Phones	02-112	30
785212	Mail and Parcel Post	02-113	2,500
785352	Car Expense Allowance	02-130	30
785493	Automatic Data Processing Services	02-172	141
785634	Advertising and Publication	02-175	1,000
785774	Other Contractual Services	02-193	4,500
785915	Office Supplies	03-210	2,000
786053	Chemicals, Medical, Drugs	03-228	2,000
786194	Indirect Cost	04-280	2,621
	Total Appropriations		$ 47,880

Fund Only Index: 009814
Organization Code: 36-07-91

PERSONNEL COMPLEMENT

	Activity 36-07-91	# of positions
0870	Special Projects Coordinator (.5 FTE)	1
		1

ATTACHMENT III

The enclosed agreement was drafted using a new template implemented for all sites. Should you have any questions regarding the legal language of this contract, please feel free to contact Judi Welsh at (610) 787-3783 or to e-mail her at judi.a.welsh@gsk.com. If you have questions regarding the Protocol or budget or need an electronic version of the agreement, please call Kathy Moriarty at 610-787-3142 or e-mail at Kathleen.2.Moriarty@gsk.com or call Sue Stultz at 310-787-3149 or e-mail at Susan.R.Stultz@gsk.com.

CLINICAL STUDY AGREEMENT

This CLINICAL STUDY AGREEMENT (this "Agreement") is effective 02-Jul-2003 (the "Effective Date") between SAMHD ("Institution") and SmithKline Beecham Corporation, doing business as GlaxoSmithKline ("GSK").

BACKGROUND

GSK and its Affiliates develop, manufacture, distribute, and sell pharmaceutical and healthcare products. Institution conducts clinical studies. GSK and Institution intend for this Agreement to establish terms and conditions for the performance of the clinical study identified below.

DEFINITIONS

"Affiliate" means any entity that controls, is controlled by, or is under common control with, GSK. In this context, "control" shall mean (1) ownership by one entity, directly or indirectly, of at least forty percent (40%) of the voting stock of another entity; (2) power of one entity to direct the management or policies of another entity, by contract or otherwise; or (3) any other relationship between GSK and an entity which GSK and Institution have agreed in writing may be considered an "Affiliate" of GSK.

"GSK Confidential Information" means all information (including, without limitation, study protocols, case report forms, clinical data, other data, reports, specifications, computer programs or models and related documentation, know-how, trade secrets, or business or research plans) of GSK or GSK's Affiliates that are: (1) provided to Institution in connection with this Agreement or the Study; (2) Study data, results, or reports created by Institution, Investigators, or Study Staff in connection with the Study (except for a Study subject's medical records); and (3) cumulative Study data, results, and reports from all sites conducting the Study.

"Inventions" means all discoveries, developments, inventions (whether patentable or not), improvements, works of authorship, formulas, processes, compositions of matter, formulations, methods of use or delivery, specifications, computer programs or models and related documentation, know-how or trade secrets, that are made solely or jointly by Institution, Investigators, or Study Staff: (1) in connection with the Study; or (2) which incorporate GSK Confidential Information.

"Investigator" means the individual(s) responsible for the conduct of the Study at Institution and for direct supervision of Study Staff.

"Materials" means Study drug(s) and related devices, equipment, or other materials provided by GSK for the conduct of the Study.

"Protocol" means the written document that describes the Study and sets forth specific activities to be performed as part of Study conduct.

"Study" means the clinical study sponsored by GSK and conducted by Institution as specifically identified in this Agreement.

"Study Staff" means the individuals providing services on behalf of Institution with respect to the Study at Institution, including without limitation subinvestigators, study coordinators, and other Institution employees, agents, or subcontractors.

1. THE STUDY

STUDY TITLE AND PROTOCOL NUMBER: Protocol 208109/220, a Phase IIIb, open, randomized, controlled, multicenter study of the immunogenicity and safety of GSK Biologicals' inactivated hepatitis A vaccine (*Havrix*®) [720 El.U/ 0.5 mL dose] administered on a 0, 6-month schedule concomitantly with Wyeth Lederle's pneumococcal conjugate vaccine (*Prevnar*™) in healthy children 15 months of age
INVESTIGATOR'S NAME: Fernando Guerra, MD
ENROLLMENT MAXIMUM INITIALLY SET FOR INSTITUTION:
29 subjects.
TOTAL ENROLLMENT TARGET AT ALL STUDY SITES: 480 subjects.
Within 10 days of receiving the initiation package, plesase return all Regulatory Documents to the Sponsor (Attn: Sue Stultz)
INSTITUTION'S TAX ID NUMBER: _____

2. STUDY CONDUCT

(a) Institution agrees to conduct the Study in strict compliance with:

(i) the Study Protocol, as approved by GSK, Investigator, and the responsible Institutional Review Board (along with any subsequently approved amendments to the Study Protocol);

(ii) all applicable local, state and federal laws, rules and regulations, including, but not limited to, the Federal Food, Drug and Cosmetic Act and the regulations of the FDA, FDA and ICH Good Clinical Practices, and the Form FDA 1572 Statement of Investigator;

(iii) all applicable medical privacy laws or regulations, including without limitation, by obtaining any required subject consent or authorization to allow GSK access to Study subject's medical information as may be necessary to monitor the Study and to receive and use Study data; and

(iv) the terms of this Agreement.

(b) The following Study enrollment plan will apply to the Study:

i. Enrollment is competitive. It is anticipated that the Principal Investigator will enroll 29 subjects. Enrollment shall be completed on or before 28-October-2003. No payments shall be made for subjects enrolled over the Site Maximum without the agreement of GSK.

ii. Notwithstanding whether the Site Maximum has been reached, the Principal Investigator agrees to immediately cease enrolling subjects upon receipt of notice from GSK that, in the sole determination of GSK either:

(1.) GSK's target enrollment for the study has been achieved; or
(2.) the rate of enrollment at the site has fallen below an acceptable rate, which will be monitored on an ongoing basis.

In no event shall Institution or Investigator enroll a number of subjects into the Study which exceeds the then-current target number set by the enrollment plan without the written agreement of GSK.

(c) Institution and Investigator shall use Materials only to conduct the Study in accordance with the Protocol; shall not chemically, physically or otherwise modify Materials, unless specifically required to do so by the Protocol; and shall handle, store, and ship or dispose of Materials in compliance with all applicable local, state and federal laws, rules and regulations including, but not limited to, those governing hazardous substances. Institution and Investigator shall not charge any Study subject or third-party payor for any Materials, or for Study procedures for which payment by GSK has or will be made under this Agreement.

(d) In accordance with mutually agreed time periods, Institution shall resolve all data queries from GSK and shall deliver to GSK complete and accurate case report forms (electronic or paper, as applicable) throughout the Study, with final delivery of case report forms after Study conclusion, and any other Study-related deliverables identified in writing by GSK and agreed to by Investigator/Institution.

(e) Institution agrees that no individual or entity shall provide services on behalf of Institution in connection with the Study if that individual or entity has been debarred under the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335a(a) and (b); disqualified as a testing facility under the provisions of 21 C.F.R. Part 58, Subpart K; or disqualified as a clinical investigator under the provisions of 21 C.F.R. § 312.70. Institution shall notify GSK of any action with respect to debarment or disqualification against Institution or any individual or entity providing services on behalf of Institution in connection with the Study.

(f) Institution shall make this Agreement available to Investigator and Study Staff and require Investigator and Study Staff to comply with the provisions of this Agreement.

3. COMPENSATION

(a) In consideration for conducting the Study, GSK shall pay Institution as described below.

The schedule of payment is as follows:

- 5% of the total grant for subjects at Study Initiation. This advance payment must be returned if Study is terminated prior to Study Start or if payment exceeds per subject costs, pursuant to Section 5 (b) below.

- Interim payments will equal 80% of the total amount earned, less previous payments, with a minimum check amount of $ 3,000.00, provided that all eCRFs have been satisfactorily completed to the date of payment.

- The final payment (total earned less payments to date) will be made upon completion of all Qualified Subjects provided all completed eCRFs, laboratory specimens, and all resolved DRQ's have been submitted to GSK and are considered acceptable.

The parties agree that such terms are consistent with the principles of fair market value payments for the performance of Study-related activities.

(b) GSK's payment obligation is conditioned upon Institution's compliance with standards identified in this Agreement. GSK will not make payments for work associated with a Study subject if that subject's data is not evaluable because of a violation of the Protocol by Investigator or Study Staff.

4. TERM; TERMINATION

(a) This Agreement shall take effect on the Effective Date and shall continue until terminated as provided below.

(b) Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, or if proceedings are instituted against the other party for reorganization or other relief under any bankruptcy law, or if any substantial part of the other party's assets come under the jurisdiction of a receiver or trustee in an insolvency proceeding authorized by law.

(c) GSK may terminate this Agreement, in whole or in part, with or without cause, immediately upon written notice to Institution. Notice by GSK that the Study is terminated shall also constitute effective notice of termination of this Agreement.

5. EFFECT OF TERMINATION

(a) Upon notice of termination of this Agreement by either Institution or GSK, Institution shall cease enrolling subjects into the Study, and shall discontinue conduct of the Study as soon as is medically practicable.

(b) Upon notice of termination of this Agreement by either Institution or GSK, Institution shall use reasonable efforts to revoke any financial obligations incurred and shall avoid incurring any additional costs in connection with the Study. Institution shall be compensated only for Study-related work actually performed or reimbursed only for expenses actually and reasonably incurred through the effective date of termination which GSK has agreed to pay as part of the Study under this Agreement. If, upon the effective date of termination, GSK has advanced funds which are unearned by Institution, Institution shall repay such funds within sixty (60) days of the effective date of termination. In the event Institution fails to repay such

funds in a timely manner, GSK may deduct an equivalent amount from any payment then or later due from GSK to Institution under this or any other arrangement between the parties.

(c) Upon termination of this Agreement, all unused Materials and all GSK Confidential Information (except for such records that Institution is required by law or regulation to retain) in Institution's possession shall be promptly delivered to GSK at GSK's expense, or, at GSK's option, destroyed with the destruction certified in writing.

6. RECORDKEEPING; ACCESS

(a) Institution shall make and retain records regarding the Study as required by the Protocol and applicable law or guidelines.

(b) Authorized representatives of GSK, upon reasonable advance notice and during regular business hours, shall have the right to inspect Institution's facilities used in the conduct of the Study and to inspect and copy all records relating to the Study (including, without limitation, access to records as necessary for study monitoring or to audit the conduct of the Study in accordance with GSK standards). GSK will maintain the confidentiality of any subject-identifiable medical records.

(c) If any governmental or regulatory authority notifies Institution that it will inspect Institution's records, facilities, equipment, or procedures, or otherwise take action related to the Study, Institution shall promptly notify GSK, allow GSK to be present at the inspection/action or participate in any response to the inspection/action, and provide GSK with copies of any reports issued by the authority and Institution's proposed response.

(d) The obligations of this Section shall survive termination of this Agreement.

7. CONFIDENTIALITY

(a) GSK Confidential Information and all tangible expressions, in any media, of GSK Confidential Information are the sole property of GSK.

(b) Institution agrees not to use GSK Confidential Information for any purposes other than to conduct the Study. Institution agrees not to disclose GSK Confidential Information to third parties except as necessary to conduct the Study and under an agreement by the third party to be bound by the obligations of this Section. Institution shall safeguard GSK Confidential Information with the same standard of care that is used with Institution's Confidential Information, but in no event less than reasonable care.

(c) The obligations of confidentiality and limited use under this Section shall not extend to any information:

(i) which is or becomes publicly available, except through breach of this Agreement;

(ii) which Institution can demonstrate that it possessed prior to, or developed independently from, disclosure or development under this Agreement;

(iii) which Institution receives from a third party which is not legally prohibited from disclosing such information;

(iv) which Institution is required by law to disclose, provided that GSK is notified of any such requirement with sufficient time to seek a protective order or other modifications to the requirement;

(v) which is appropriate to include in a Multicenter Publication of which Investigator or other representatives of Institution participate as a named author and which is otherwise made in accordance with this Agreement;

(vi) which is appropriate to include in an Institution Publication made in accordance with this Agreement or

(vii) a Study subject's specific medical information, as necessary for the appropriate medical care of the subject.

(d) The obligations of this Section shall survive termination of this Agreement.

8. PUBLICATION

(a) In the event GSK coordinates a publication or presentation of Study results from all Study sites (a "Multicenter Publication"), the participation of Investigator or other representatives of Institution as a named author shall be determined in accordance with GSK policy and generally accepted standards for authorship. If the Investigator or other representative of Institution is a named author of the Multicenter Publication, such person shall have access to the Study data from all Study sites as necessary to fully participate in the development of the Multicenter Publication.

(b) Institution and Investigator, consistent with scientific standards and in a scientific forum, may publish or present the Study results from Institution's Study data (an "Institution Publication"), provided that the Institution Publication does not also disclose any GSK Confidential Information other than the Study results from Institution's Study data. Institution and Investigator shall submit to GSK for review and comment any proposed Institution Publication at least thirty (30) days prior to submitting the Institution Publication to any third party. If GSK requests a delay in order to file patent applications relating to a GSK Invention, Institution and Investigator agree to delay submitting the Institution Publication to any third party for up to one hundred twenty (120) days after GSK's request. Institution and Investigator also agree that any Institutional Publication shall only be made after the Multicenter Publication, provided that the Multicenter Publication is submitted within twelve (12) months after conclusion of the Study at all sites.

(c) The obligations of this Section shall survive termination of this Agreement.

9. INTELLECTUAL PROPERTY

(a) Institution will notify GSK, promptly and in writing, of any Invention.

(b) Institution hereby assigns, and will cause Investigators and Study Staff to assign, to GSK any and all rights, title, and interest in any Invention, each without additional consideration from GSK.

(c) If GSK requests, Institution will execute and will cause Investigators and Study Staff to execute any instruments or testify as GSK deems necessary for GSK to obtain patents or otherwise to protect GSK's interest in an Invention. GSK will reasonably compensate Institution for the time devoted to such activities and will reimburse Institution for reasonable and necessary expenses incurred.

(d) The obligations of this Section shall survive termination of this Agreement.

10. INDEMNIFICATION

(a) GSK agrees to indemnify, defend and hold harmless Institution, Investigators, Study Staff, and other Institution employees, agents, and subcontractors ("Institution Indemnitees") from and against any loss, expense, cost (including reasonable attorneys fees), liability, damage, or claim by third parties for personal injury, including death, that arises out of the conduct of the Study by Institution or that arises out of the negligence or willful misconduct of GSK ("Institution Claim"), provided that GSK shall not indemnify any Institution Indemnitee for any Institution Claim to the extent the Institution Claim arose out of:

(i) failure by Institution Indemnitees to conduct the Study in accordance with the Protocol, GCPs, GSK's written instructions, or applicable laws or regulations;

(ii) the negligence or willful misconduct of Institution Indemnitees; or

(iii) a breach by Institution Indemnitees of this Agreement.

(b) GSK's obligations under this Section with respect to an Institution Claim are conditioned on:

(i) Prompt written notification to GSK of the Institution Claim so that GSK's ability to defend or settle the Institution Claim is not adversely affected; and

(ii) Institution Indemnitees' agreement that GSK has sole control over the defense or settlement of the Institution Claim and to fully cooperate with GSK in the defense or settlement of the Institution Claim; provided, that, no Institution Indemnitee shall be required to admit fault or responsibility in connection with any settlement.

(c) Institution agrees to indemnify, defend and hold harmless GSK and its Affiliates, employees, agents, and subcontractors ("GSK Indemnitees") from and against any loss, expense, cost (including reasonable attorneys fees), liability, damage, or claim by third parties for personal injury, including death, that arises out of the negligence or willful misconduct of Institution, Investigators, or Study Staff with respect to conduct of the Study ("GSK Claim"), provided that Institution shall not indemnify any GSK Indemnitee for any GSK Claim to the extent the GSK Claim arose out of:

(i) the negligence or willful misconduct of GSK Indemnitees; or

(ii) a breach by GSK Indemnitees of this Agreement.

(d) Institution's obligations under this Section with respect to a GSK Claim are conditioned on:

(i) Prompt written notification to Institution of the GSK Claim so that Institution's ability to defend or settle the GSK Claim is not adversely affected; and

(ii) GSK Indemnitees' agreement that Institution has sole control over the defense or settlement of the GSK Claim and to fully cooperate with Institution in the defense or settlement of the GSK Claim; provided, that, no GSK Indemnitee shall be required to admit fault or responsibility in connection with any settlement.

(e) The obligations of this Section shall survive termination of this Agreement.

11. INSURANCE

(a) Institution shall maintain medical professional liability insurance with limits in accordance with local standards for each medical professional involved in the Study, or require that each medical professional maintain such insurance. Upon GSK's request, Institution shall have its insurance carrier (or shall cause the medical professional to have his or her insurance carrier) furnish to GSK certificates that all insurance required under this Agreement is in force.

(b) GSK shall, through its self-insurance program, provide comprehensive general liability insurance in amounts not less than $2,000,000.00 per incident and $5,000,000.00 annual aggregate. Such insurance shall provide (1) product liability coverage and (2) broad form contractual liability coverage. Upon written request, GSK shall provide Institution with written evidence of its self-insurance program.

12. INDEPENDENT CONTRACTOR

The relationship of the parties is that of independent contractors. Neither party is the partner, joint venturer, or agent of the other and neither party has authority to make any statement, representation, commitment, or action of any kind which purports to bind the other without the other's prior written authorization.

13. USE OF PARTIES' NAMES

Neither party shall make (or have made on its behalf) any oral or written release of any statement, information, advertisement or publicity in connection with this Agreement, or the Study, which uses the other party's name, symbols, or trademarks without the other party's prior written approval.

14. NOTICES

All notices under this Agreement shall be sent by registered or certified mail, postage prepaid, or by overnight courier service. Notices pertaining to this Agreement shall be sent to:

If to GSK:
Name: Sue Stultz

Address: 2301 Renaissance Blvd
King of Prussia, PA 19406
RN0220

If to Institution:

_____

_____

_____

_____

_____

15. ASSIGNMENT

GSK may assign its rights and duties under this Agreement without Institution's consent. Any assignment by Institution is valid only upon the prior written consent of GSK. To the extent permitted above, this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

16. SEVERABILITY

If any provision(s) of this Agreement should be illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions of this Agreement shall not be affected.

17. WAIVER; MODIFICATION OF AGREEMENT

No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

18. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Institution is located.

19. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, regarding its subject matter. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

SMITHKLINE BEECHAM CORPORATION
d/b/a GLAXOSMITHKLINE

By: Andrew Trofa

Name:Andrew Trofa

Title:Director, Adult Vaccines

Date: 2 JUL 2003

SAMHD

By: _____

Name: _____

Title: _____

Date: _____

By my signature I indicate my agreement to fulfill the role and obligations of Investigator under this Agreement.

INVESTIGATOR'S NAME

By: _____

Name:Fernando Guerra, MD

Date: _____

ATTACHMENT IV

The enclosed agreement was drafted using a new template implemented for all sites. Should you have any questions regarding the legal language of this contract, please feel free to contact Judi Welsh at (610) 787-3783 or to e-mail her at judi.a.welsh@gsk.com. If you have questions regarding the Protocol or budget or need an electronic version of the agreement, please call Marguerite Moore at 610-787-3150 or e-mail at Marguerite.2.Moore@gsk.com or call Sue Stultz at 310-787-3149 or e-mail at Susan.R.Stultz@gsk.com.

CLINICAL STUDY AGREEMENT

This CLINICAL STUDY AGREEMENT (this "Agreement") is effective 08-Jul-2003 (the "Effective Date") between San Antonio Metro Health Dist ("Institution") and SmithKline Beecham Corporation, doing business as GlaxoSmithKline ("GSK").

BACKGROUND

GSK and its Affiliates develop, manufacture, distribute, and sell pharmaceutical and healthcare products. Institution conducts clinical studies. GSK and Institution intend for this Agreement to establish terms and conditions for the performance of the clinical study identified below.

DEFINITIONS

"Affiliate" means any entity that controls, is controlled by, or is under common control with, GSK. In this context, "control" shall mean (1) ownership by one entity, directly or indirectly, of at least forty percent (40%) of the voting stock of another entity; (2) power of one entity to direct the management or policies of another entity, by contract or otherwise; or (3) any other relationship between GSK and an entity which GSK and Institution have agreed in writing may be considered an "Affiliate" of GSK.

"GSK Confidential Information" means all information (including, without limitation, study protocols, case report forms, clinical data, other data, reports, specifications, computer programs or models and related documentation, know-how, trade secrets, or business or research plans) of GSK or GSK's Affiliates that are: (1) provided to Institution in connection with this Agreement or the Study; (2) Study data, results, or reports created by Institution, Investigators, or Study Staff in connection with the Study (except for a Study subject's medical records); and (3) cumulative Study data, results, and reports from all sites conducting the Study.

"Inventions" means all discoveries, developments, inventions (whether patentable or not), improvements, works of authorship, formulas, processes, compositions of matter, formulations, methods of use or delivery, specifications, computer programs or models and related documentation, know-how or trade secrets, that are made solely or jointly by Institution, Investigators, or Study Staff: (1) in connection with the Study; or (2) which incorporate GSK Confidential Information.

"Investigator" means the individual(s) responsible for the conduct of the Study at Institution and for direct supervision of Study Staff.

"Materials" means Study drug(s) and related devices, equipment, or other materials provided by GSK for the conduct of the Study.

"Protocol" means the written document that describes the Study and sets forth specific activities to be performed as part of Study conduct.

"Study" means the clinical study sponsored by GSK and conducted by Institution as specifically identified in this Agreement.

"Study Staff" means the individuals providing services on behalf of Institution with respect to the Study at Institution, including without limitation subinvestigators, study coordinators, and other Institution employees, agents, or subcontractors.

1. THE STUDY

STUDY TITLE AND PROTOCOL NUMBER: Protocol 208109/231, a Phase IIIb, open, randomized, controlled, multicenter study of the immunogenicity and safety of GlaxoSmithKline Biologicals' inactivated hepatitis A vaccine (Havrix®) [720 El.U/0.5 mL dose] administered on a 0, 6-month schedule concomitantly with Merck and Company, Inc. measles-mumps-rubella vaccine (M-M-R®$_{II}$) and Merck and Company, Inc. varicella vaccine (*VARIVAX*®) to healthy children 15 months of age.
INVESTIGATOR'S NAME: Fernando Guerra, MD
ENROLLMENT MAXIMUM INITIALLY SET FOR INSTITUTION:
30 subjects.
TOTAL ENROLLMENT TARGET AT ALL STUDY SITES: 1080 subjects.
Within 10 days of receiving the initiation package, plesase return all Regulatory Documents to the Sponsor (Attn: Sue Stultz)
INSTITUTION'S TAX ID NUMBER: _____

2. STUDY CONDUCT

(a) Institution agrees to conduct the Study in strict compliance with:

(i) the Study Protocol, as approved by GSK, Investigator, and the responsible Institutional Review Board (along with any subsequently approved amendments to the Study Protocol);

(ii) all applicable local, state and federal laws, rules and regulations, including, but not limited to, the Federal Food, Drug and Cosmetic Act and the regulations of the FDA, FDA and ICH Good Clinical Practices, and the Form FDA 1572 Statement of Investigator;

(iii) all applicable medical privacy laws or regulations, including without limitation, by obtaining any required subject consent or authorization to allow GSK access to Study subject's medical information as may be necessary to monitor the Study and to receive and use Study data; and

(iv) the terms of this Agreement.

(b) The following Study enrollment plan will apply to the Study:

i. Enrollment is competitive. It is anticipated that the Principal Investigator will enroll 30 subjects. Enrollment shall be completed on or before 11-November-2003. No payments shall be made for subjects enrolled over the Site Maximum without the agreement of GSK.

ii. Notwithstanding whether the Site Maximum has been reached, the Principal Investigator agrees to immediately cease enrolling subjects upon receipt of notice from GSK that, in the sole determination of GSK either:

(1.) GSK's target enrollment for the study has been achieved; or
(2.) the rate of enrollment at the site has fallen below an acceptable rate, which will be monitored on an ongoing basis.

In no event shall Institution or Investigator enroll a number of subjects into the Study which exceeds the then-current target number set by the enrollment plan without the written agreement of GSK.

(c) Institution and Investigator shall use Materials only to conduct the Study in accordance with the Protocol; shall not chemically, physically or otherwise modify Materials, unless specifically required to do so by the Protocol; and shall handle, store, and ship or dispose of Materials in compliance with all applicable local, state and federal laws, rules and regulations including, but not limited to, those governing hazardous substances. Institution and Investigator shall not charge any Study subject or third-party payor for any Materials, or for Study procedures for which payment by GSK has or will be made under this Agreement.

(d) In accordance with mutually agreed time periods, Institution shall resolve all data queries from GSK and shall deliver to GSK complete and accurate case report forms (electronic or paper, as applicable) throughout the Study, with final delivery of case report forms after Study conclusion, and any other Study-related deliverables identified in writing by GSK and agreed to by Investigator/Institution.

(e) Institution agrees that no individual or entity shall provide services on behalf of Institution in connection with the Study if that individual or entity has been debarred under the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335a(a) and (b); disqualified as a testing facility under the provisions of 21 C.F.R. Part 58, Subpart K; or disqualified as a clinical investigator under the provisions of 21 C.F.R. § 312.70. Institution shall notify GSK of any action with respect to debarment or disqualification against Institution or any individual or entity providing services on behalf of Institution in connection with the Study.

(f) Institution shall make this Agreement available to Investigator and Study Staff and require Investigator and Study Staff to comply with the provisions of this Agreement.

3. COMPENSATION

(a) In consideration for conducting the Study, GSK shall pay Institution as described below.

The schedule of payment is as follows:

- 5% of the total grant for subjects at Study Initiation. This advance payment must be returned if Study is terminated prior to Study Start or if payment exceeds per subject costs, pursuant to Section 5 (b) below.

- Interim payments will equal 80% of the total amount earned, less previous payments, with a minimum check amount of $ 3,000.00, provided that all eCRFs have been satisfactorily completed to the date of payment.

- The final payment (total earned less payments to date) will be made upon completion of all Qualified Subjects provided all completed eCRFs, laboratory specimens, and all resolved DRQ's have been submitted to GSK and are considered acceptable.

The parties agree that such terms are consistent with the principles of fair market value payments for the performance of Study-related activities.

(b) GSK's payment obligation is conditioned upon Institution's compliance with standards identified in this Agreement. GSK will not make payments for work associated with a Study subject if that subject's data is not evaluable because of a violation of the Protocol by Investigator or Study Staff.

4. TERM; TERMINATION

(a) This Agreement shall take effect on the Effective Date and shall continue until terminated as provided below.

(b) Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, or if proceedings are instituted against the other party for reorganization or other relief under any bankruptcy law, or if any substantial part of the other party's assets come under the jurisdiction of a receiver or trustee in an insolvency proceeding authorized by law.

(c) GSK may terminate this Agreement, in whole or in part, with or without cause, immediately upon written notice to Institution. Notice by GSK that the Study is terminated shall also constitute effective notice of termination of this Agreement.

5. EFFECT OF TERMINATION

(a) Upon notice of termination of this Agreement by either Institution or GSK, Institution shall cease enrolling subjects into the Study, and shall discontinue conduct of the Study as soon as is medically practicable.

(b) Upon notice of termination of this Agreement by either Institution or GSK, Institution shall use reasonable efforts to revoke any financial obligations incurred and shall avoid incurring any additional costs in connection with the Study. Institution shall be compensated only for Study-related work actually performed or reimbursed only for expenses actually and reasonably incurred through the effective date of termination which GSK has agreed to pay as part of the Study under this Agreement. If, upon the effective date of termination, GSK has advanced funds which are unearned by Institution, Institution shall repay such funds within sixty (60) days of the effective date of termination. In the event Institution fails to repay such

funds in a timely manner, GSK may deduct an equivalent amount from any payment then or later due from GSK to Institution under this or any other arrangement between the parties.

(c) Upon termination of this Agreement, all unused Materials and all GSK Confidential Information (except for such records that Institution is required by law or regulation to retain) in Institution's possession shall be promptly delivered to GSK at GSK's expense, or, at GSK's option, destroyed with the destruction certified in writing.

6. RECORDKEEPING; ACCESS

(a) Institution shall make and retain records regarding the Study as required by the Protocol and applicable law or guidelines.

(b) Authorized representatives of GSK, upon reasonable advance notice and during regular business hours, shall have the right to inspect Institution's facilities used in the conduct of the Study and to inspect and copy all records relating to the Study (including, without limitation, access to records as necessary for study monitoring or to audit the conduct of the Study in accordance with GSK standards). GSK will maintain the confidentiality of any subject-identifiable medical records.

(c) If any governmental or regulatory authority notifies Institution that it will inspect Institution's records, facilities, equipment, or procedures, or otherwise take action related to the Study, Institution shall promptly notify GSK, allow GSK to be present at the inspection/action or participate in any response to the inspection/action, and provide GSK with copies of any reports issued by the authority and Institution's proposed response.

(d) The obligations of this Section shall survive termination of this Agreement.

7. CONFIDENTIALITY

(a) GSK Confidential Information and all tangible expressions, in any media, of GSK Confidential Information are the sole property of GSK.

(b) Institution agrees not to use GSK Confidential Information for any purposes other than to conduct the Study. Institution agrees not to disclose GSK Confidential Information to third parties except as necessary to conduct the Study and under an agreement by the third party to be bound by the obligations of this Section. Institution shall safeguard GSK Confidential Information with the same standard of care that is used with Institution's Confidential Information, but in no event less than reasonable care.

(c) The obligations of confidentiality and limited use under this Section shall not extend to any information:

(i) which is or becomes publicly available, except through breach of this Agreement;

(ii) which Institution can demonstrate that it possessed prior to, or developed independently from, disclosure or development under this Agreement;

(iii) which Institution receives from a third party which is not legally prohibited from disclosing such information;

(iv) which Institution is required by law to disclose, provided that GSK is notified of any such requirement with sufficient time to seek a protective order or other modifications to the requirement;

(v) which is appropriate to include in a Multicenter Publication of which Investigator or other representatives of Institution participate as a named author and which is otherwise made in accordance with this Agreement;

(vi) which is appropriate to include in an Institution Publication made in accordance with this Agreement or

(vii) a Study subject's specific medical information, as necessary for the appropriate medical care of the subject.

(d) The obligations of this Section shall survive termination of this Agreement.

8. PUBLICATION

(a) In the event GSK coordinates a publication or presentation of Study results from all Study sites (a "Multicenter Publication"), the participation of Investigator or other representatives of Institution as a named author shall be determined in accordance with GSK policy and generally accepted standards for authorship. If the Investigator or other representative of Institution is a named author of the Multicenter Publication, such person shall have access to the Study data from all Study sites as necessary to fully participate in the development of the Multicenter Publication.

(b) Institution and Investigator, consistent with scientific standards and in a scientific forum, may publish or present the Study results from Institution's Study data (an "Institution Publication"), provided that the Institution Publication does not also disclose any GSK Confidential Information other than the Study results from Institution's Study data. Institution and Investigator shall submit to GSK for review and comment any proposed Institution Publication at least thirty (30) days prior to submitting the Institution Publication to any third party. If GSK requests a delay in order to file patent applications relating to a GSK Invention, Institution and Investigator agree to delay submitting the Institution Publication to any third party for up to one hundred twenty (120) days after GSK's request. Institution and Investigator also agree that any Institutional Publication shall only be made after the Multicenter Publication, provided that the Multicenter Publication is submitted within twelve (12) months after conclusion of the Study at all sites.

(c) The obligations of this Section shall survive termination of this Agreement.

9. INTELLECTUAL PROPERTY

(a) Institution will notify GSK, promptly and in writing, of any Invention.

(b) Institution hereby assigns, and will cause Investigators and Study Staff to assign, to GSK any and all rights, title, and interest in any Invention, each without additional consideration from GSK.

(c) If GSK requests, Institution will execute and will cause Investigators and Study Staff to execute any instruments or testify as GSK deems necessary for GSK to obtain patents or otherwise to protect GSK's interest in an Invention. GSK will reasonably compensate Institution for the time devoted to such activities and will reimburse Institution for reasonable and necessary expenses incurred.

(d) The obligations of this Section shall survive termination of this Agreement.

10. INDEMNIFICATION

(a) GSK agrees to indemnify, defend and hold harmless Institution, Investigators, Study Staff, and other Institution employees, agents, and subcontractors ("Institution Indemnitees") from and against any loss, expense, cost (including reasonable attorneys fees), liability, damage, or claim by third parties for personal injury, including death, that arises out of the conduct of the Study by Institution or that arises out of the negligence or willful misconduct of GSK ("Institution Claim"), provided that GSK shall not indemnify any Institution Indemnitee for any Institution Claim to the extent the Institution Claim arose out of:

(i) failure by Institution Indemnitees to conduct the Study in accordance with the Protocol, GCPs, GSK's written instructions, or applicable laws or regulations;

(ii) the negligence or willful misconduct of Institution Indemnitees; or

(iii) a breach by Institution Indemnitees of this Agreement.

(b) GSK's obligations under this Section with respect to an Institution Claim are conditioned on:

(i) Prompt written notification to GSK of the Institution Claim so that GSK's ability to defend or settle the Institution Claim is not adversely affected; and

(ii) Institution Indemnitees' agreement that GSK has sole control over the defense or settlement of the Institution Claim and to fully cooperate with GSK in the defense or settlement of the Institution Claim; provided, that, no Institution Indemnitee shall be required to admit fault or responsibility in connection with any settlement.

(c) Institution agrees to indemnify, defend and hold harmless GSK and its Affiliates, employees, agents, and subcontractors ("GSK Indemnitees") from and against any loss, expense, cost (including reasonable attorneys fees), liability, damage, or claim by third parties for personal injury, including death, that arises out of the negligence or willful misconduct of Institution, Investigators, or Study Staff with respect to conduct of the Study ("GSK Claim"), provided that Institution shall not indemnify any GSK Indemnitee for any GSK Claim to the extent the GSK Claim arose out of:

(i) the negligence or willful misconduct of GSK Indemnitees; or

(ii) a breach by GSK Indemnitees of this Agreement.

(d) Institution's obligations under this Section with respect to a GSK Claim are conditioned on:

(i) Prompt written notification to Institution of the GSK Claim so that Institution's ability to defend or settle the GSK Claim is not adversely affected; and

(ii) GSK Indemnitees' agreement that Institution has sole control over the defense or settlement of the GSK Claim and to fully cooperate with Institution in the defense or settlement of the GSK Claim; provided, that, no GSK Indemnitee shall be required to admit fault or responsibility in connection with any settlement.

(e) The obligations of this Section shall survive termination of this Agreement.

11. INSURANCE

(a) Institution shall maintain medical professional liability insurance with limits in accordance with local standards for each medical professional involved in the Study, or require that each medical professional maintain such insurance. Upon GSK's request, Institution shall have its insurance carrier (or shall cause the medical professional to have his or her insurance carrier) furnish to GSK certificates that all insurance required under this Agreement is in force.

(b) GSK shall, through its self-insurance program, provide comprehensive general liability insurance in amounts not less than $2,000,000.00 per incident and $5,000,000.00 annual aggregate. Such insurance shall provide (1) product liability coverage and (2) broad form contractual liability coverage. Upon written request, GSK shall provide Institution with written evidence of its self-insurance program.

12. INDEPENDENT CONTRACTOR

The relationship of the parties is that of independent contractors. Neither party is the partner, joint venturer, or agent of the other and neither party has authority to make any statement, representation, commitment, or action of any kind which purports to bind the other without the other's prior written authorization.

13. USE OF PARTIES' NAMES

Neither party shall make (or have made on its behalf) any oral or written release of any statement, information, advertisement or publicity in connection with this Agreement, or the Study, which uses the other party's name, symbols, or trademarks without the other party's prior written approval.

14. NOTICES

All notices under this Agreement shall be sent by registered or certified mail, postage prepaid, or by overnight courier service. Notices pertaining to this Agreement shall be sent to:

If to GSK:
Name: Sue Stultz

Address: 2301 Renaissance Blvd
King of Prussia, PA 19406
RN0220

If to Institution:

_____

_____

_____

_____

_____

15. ASSIGNMENT

GSK may assign its rights and duties under this Agreement without Institution's consent. Any assignment by Institution is valid only upon the prior written consent of GSK. To the extent permitted above, this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

16. SEVERABILITY

If any provision(s) of this Agreement should be illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions of this Agreement shall not be affected.

17. WAIVER; MODIFICATION OF AGREEMENT

No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

18. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Institution is located.

19. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, regarding its subject matter. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

SMITHKLINE BEECHAM CORPORATION
d/b/a GLAXOSMITHKLINE

By: Andrew Trofa

Name:Andrew Trofa

Title:Director, Adult Vaccines

Date: 2 JUN 2003

SAMHD

By: _____

Name: _____

Title: _____

Date: _____

By my signature I indicate my agreement to fulfill the role and obligations of Investigator under this Agreement.

INVESTIGATOR'S NAME

By: _____

Name:Fernando Guerra, MD

Date: _____