Summary (English)

Decentralized clinical trials (DCTs) aim to increase access to clinical trials for participants and reduce participant drop out by taking technological or organizational measures to increase flexibility for the participants. The recent Accelerating Clinical Trial Initiative (ACT EU), initiated by the European Medicines Agency (EMA) focuses on DCTs and alternative study designs, and aim to present European guidelines for DCTs by the end of 2022. In the USA, the Food and Drug Administration (FDA) has also indicated a plan to update the current US regulations based on novel technological development as well as experience from the COVID19 pandemic. Guidelines on decentralized clinical trials are on the agenda in the Nordic countries, i.e. Danish guidance from 2021. In Norway, the importance of decentralization as a tool to ensure equal access to clinical trials for patients and transfer of knowledge throughout the healthcare system was emphasized in a Government white paper published in 2021 (*Nasjonal handlingsplan for kliniske studier 2021-2025)*.

Advantages and disadvantages of introducing DCTs are well described in international publications. Increased flexibility, promoting accessibility, diversity and reduced costs are generally pointed to as the clearest advantages, while reduced interaction between participant and health care personnel, trust, data security and quality are among the reported disadvantages or concerns. Using local hospital and health care facilities closer to the participant is one of the key elements referred to in discussions on DCTs.

The health care services in Norway have undergone a tremendous change in the use of structured reporting and digital technology. Imaging archives (PACS systems) have been efficient structures for data storage and exchange across all hospitals for two decades already. Digital pathology and structured reporting of laboratory results are becoming the standard. Although electronic patient journals (EPJ) have been available in the day-to-day patient care for many years, these still contain significant parts of free, unstructured information (text). Tools for electronic collection of clinical data (eCRF) are commonly used in clinical trials. Electronic data capture in questionnaires from mobile devices allow patients to self-report in projects for quality improvement, medical registries or longitudinal data collection for research purposes. Several local and commercial solutions already exist, and there is now pressure to develop a nationwide common solution for handling digital informed consents in medical research.

The Norwegian health care system is a public system where longitudinal patient follow-up is ensured across care units through each patient’s personal identification number. The government recently made a strategic decision to increase clinical trial participation in Norway over the coming years (white paper from 2021). The combination of political pressure and the high level of technology use in health care and in the general population makes Norway very well suited for implementing clinical trials in general and decentralized clinical trials in particular. The demography in Norway not only welcomes decentralizing tasks and tools in clinical trials but demands it.

In 2022, the Norwegian Ministry of Health and Care Services assigned this project to establish a contractual framework for DCTs in Norway. In short, existing regulations cover the use of technology to enable decentralization in clinical trials provided their use is acceptable (risk, safety and more) as assessed by the health care system. Inherently, rights and responsibilities in the clinical trial are well-defined, both from the perspective of the trial and the participant. Decentralized distribution of medicines can be achieved through the already established nationally electronic prescription system to local pharmacies, or alternatively, through home nursing services or ambulant study nurses from a trial centre. Decentralizing the tasks in clinical trials through the use of local hospitals and health care units is possible using the contractual framework of multicentre trials, described in the Norwegian legislation. Also, a draft of new contract for shared investigations is proposed.

Moving forward, there will be a continued effort to make clinical trials more available to patients in Norway, documenting the ability of our health care system to efficiently conduct trials while assuring predictability and high quality execution. The European guidelines on decentralized clinical trials that are being development must be rapidly incorporated provided they align with Norwegian legislation emphasising patient’s rights and safety. Better collaboration on clinical trials across the Nordic Countries should be encouraged.

Mal for avtale ved desentraliserte oppgaver i kliniske studier

**Informasjon til den som skal benytte seg av denne malen:**

1. Denne avtalemalen bygger på et arbeidsdokument fra jusgruppen i NorCRIN og tilpasset av arbeidsgruppen til å kunne brukes ved desentraliserte oppgaver i kliniske studier.

2. Ved bruk av denne avtalemalen, fylles ut informasjon i alle markerte, grå felt og disse fjernes fra teksten.

3. Dersom det ikke vedlegges et eget budsjett for Studien, kan fordeling av utgifter og finansiering spesifiseres under avtalens pkt. 6.

4. Alle aktuelle vedlegg for denne avtalen listes opp under pkt. 13. De som ikke er aktuelle strykes.

5. Om ønskelig kan institusjonenes logoer settes i øverste høyre og venstre hjørne på side 1.

6. Fjern denne tekstboksen med veiledningstekst, før underskrift av avtalen.

Avtalemalen må tilpasses den enkelte studien og kan ikke brukes som den er. Formålet med å inngå avtale i forbindelse med gjennomføring av desentralisering av oppgave i en kliniske studier, er å regulere partenes ansvar, roller og rettigheter i forbindelse med gjennomføringen av studien. Avtalen skal sikre tilgang til alle studiesenters kildedata/ dokumenter og rapporter, samt tilrettelegge for auditering og inspeksjoner. Avtalen skal også spesifisere hvordan de studierelaterte oppgavene blir fordelt.

Malen skal sikre at studien gjennomføres og dokumenteres i henhold til nasjonale og internasjonale lover, forskrifter og ICH Guideline for Good Clinical Practice (ICH GCP).

**Instructions are in red. Suggested text is blue**

**Delete all coloured text from the completed document**

**AGREEMENT** on Transfer of Clinical Trial Tasks by and between

[LOCAL HOSPITAL] (“**Satellite Site**”), vat number: [NUMBER]

[Address][Post code City]

[Country]

and

[HOPSITAL /MAIN SITE], (“**Institution**”), vat number: [NUMBER]

[Address][Post code City]

[Country]

also referred to individually as “Party” and collectively as “Parties», regarding **FULL TITLE OF THE TRIAL AND PROTOCOL NUMBER.**

1. **Objective and Background**
	1. The objective of this agreement (“**Agreement**”) is to regulate the Parties’ rights and obligations regarding the decentralised tasks in the clinical trial “NAME” under protocol PROTOCOL (“**Trial**”).
	2. Satellite Site ensures it has the appropriate facilities and personnel necessary to conduct the Trial in accordance with this Agreement. Satellite Site aims to participate in the Trial. A Responsible Person is appointed at Satellite Site. The Institution has entered into a clinical trial agreement with the sponsor for the Trial, XXX and for the Trial to be performed at Institution by NAME, acting as Principal Investigator (“**Principal Investigator**”). The Trial will use INSERT as an investigational product (“**IMP**”). Satellite Site will aim to include XXX participants in the trial (“**Trial Subjects**”). Up to XXX Trial Subjects can be expected to have tasks transferred to the Satellite Site.
	3. The Trial is expected to end at: XXXXX.
	4. Institution shall have the overall responsibility for the conduct of the Trial at Institution and Satellite Site. The Principal Investigator is responsible, on behalf of Institution, to provide medical care and to ensure the well-being of the Trial Subjects throughout the Trial.
	5. The Agreement shall ensure that the Trial is carried out in accordance with applicable laws, regulations, guidelines, and codes of conduct, hereunder Good Clinical Practice (GCP), forskrift om klinisk utprøving av legemidler til mennesker, and the Clinical Trial Regulation (Regulation (EU) No 536/2014 of the European Parliament and of the Council of 16 April 2014 on clinical trials on medicinal products for human use (“**Clinical Trial Regulation**”).
	6. The Trial has received the necessary regulatory and ethical approvals to initiate. The Trial has the following EU CT case number: XXX.
2. **Conduct of the Trial**
	1. The Parties shall perform the Trial in accordance with the Clinical Trial Regulation, the latest version of Declaration of Helsinki and with the principles of good clinical practice as laid down by the ICH topic E6 (R2): Good Clinical Practice and in accordance with all applicable national regulations and all terms and conditions of this Agreement.
	2. Institution and Principal Investigator are responsible for ensuring that the Trial is conducted in accordance with the current protocol and any amendments to the protocol, only after all necessary legal and regulatory approvals have been granted including, without limitation, and strictly in accordance with the terms of any such approvals.
	3. The Trial is organised as a multi-Institution trial /decentralised trial and specify sponsor institution is the sponsor of the Trial (“**Sponsor**”).
	4. The Trial Site is the location(s) where trial-related avtivities are actually conducted. Satellite Site performs tasks on behalf of Institution.
3. **Contact Information**

Principal Investigator at Institution is: Specify name and institution affiliation

Contact details: Specify address, phone, email

Responsible Person at Satellite Site Specify name and institution affiliation

Contact details: Specify address, phone, email

1. **Main Responsibilities of the Parties**
	1. **Institution and Principal Investigator Responsibilities**
	2. The Principal Investigator is responsible for the daily conduct of the Trial and that tasks delegated to the Satellite Site are taken care of, including ensuring the Trial is conducted according to the agreement with Sponsor.
	3. The Principal Investigator is responsible for training the Responsible Person at the Trial Site. Training shall be documented.
	4. **Satellite Site and Responsible Person at Satellite Site Responsibilities:**

4.4.1 The Responsible Person at the Satellite Site shall ensure that:

* Specify procedure if applicable

4.4.2 The Satellite Site is responsible for providing the following documentation:

* Specify procedure if applicable

4.5 **Investigational Medicinal Product (IMP):**

4.5.1. Sponsor will provide the Institution, who will provide Trial Site, with the required quantities of the IMP for the sole purpose of conducting the Trial and all current and relevant information regarding the IMP. IMP should be imported by the local pharmacy appointed by Trial Site.

4.5.2 Sponsor will provide the Institution, who will provide Trial Site, with the required quantities of the IMP for the sole purpose of conducting the Trial and all current and relevant information regarding the IMP.

4.5.3 Satellite Site shall handle and store the IMP in accordance with the protocol, written instructions provided by Sponsor, and all applicable laws and regulations.

4.5.4 All unused, partially used, and expired IMP or other trial drug or placebos, shall be destroyed in accordance with procedures by Trial Site.

1. **Data and material management and processing**
	1. The Parties will comply with all applicable legislation including without limitation, the General Data Protection Regulation (EU) 2016/679 (GDPR) (“**Data Protection Legislation**”). The Sponsor is data controller of Trial Subject and Trial staff personal data collected and obtained by the Satellite Site and sent to Sponsor (“**Data**”). This Agreement shall regulate the data processing of Data by Trial Site in accordance with Article 28 number 3 of the GDPR. Trial Site will remain as data controller of personal data Trial Site processes for its own purposes, including, but not limited to, providing health services in accordance with the national legislation regarding processing of personal health data.
	2. In the performance of the conduct of the Trial and any obligation under this Agreement, Trial Site shall process personal data in strict compliance with this Agreement, the protocol and Institution’s written instructions. The processing includes processing of the following categories of data subjects: Trial Subjects and Trial staff. The following categories of personal data will be processed: FILL IN RELEVANT CATEGORIES OF PERSONAL DATA. EG. GENDER, SEX, AGE, MEDICAL CONDITION, ECT.
	3. Each Party shall be responsible for ensuring processing of personal data and biological materials in accordance with all applicable laws and the informed consents obtained from Trial Subjects. Trial Site shall promptly comply with any request from the Sponsor or Institution requiring the Trial Site to amend, transfer, or delete Data the Trial Site is processing for the purpose of this Agreement. The Trial Site shall cooperate fully with the Institution and Sponsor in implementing such further measures as Institution and/or Sponsor may reasonably require.
	4. Each Party shall be responsible for maintaining its own and sufficiently quality assured chain of custody to allow traceability and management of the biological materials. Biological materials such as blood samples and biopsy samples may be stored at Trial Site for a shorter period of time during the course of the Trial. Trial Site will follow internal procedures for storage of such material. Trial Site agrees and acknowledges that Sponsor may use the biological materials to conduct secondary research, subject to informed consent and in accordance with applicable laws and requirements.
	5. Principal Investigator shall be responsible for collecting and storing the informed consent forms approved by the Ethics Committee from the Trial Subjects. Trial Site will assist Sponsor in providing all Trial staff at Trial Site with the applicable privacy notice describing the collection, use and disclosure of their personal data.
	6. Transfer of data will be done by sending a patient summary to the Institution or by entering data in the eCRF and trial data is transferred specify how to specify address. In general patient data should be pseudonymised or anonymised before transfer.
	7. Acting as data controller for the Data, Sponsor will be responsible for ensuring that the Data is safely delivered through Sponsor’s eCFR, in accordance with the Data Protection Legislation, for delivering data. Institution will immediately notify Trial Site in the event that Sponsor has notified of any security measure failure. In the event that any security measures fails and Trial Site have been notified, shall Trial Site refrain from delivering Data through the eCRF until Sponsor has implemented necessary measures to secure the data transfer.
	8. Trial Site shall immediately notify Institution about any deviation concerning information security and access, both accidental and unauthorised, related to processing of any Data, and assist in limiting the consequences by taking reasonable steps to regain access control and confidentiality.
	9. Sponsor shall notify the relevant supervisory authorities of any personal data breach in accordance with Article 33 of the GDPR. Institution and Trial Site shall assist Sponsor in obtaining information regarding the nature of personal data breach, the categories and numbers of data subjects affected by the data breach and the categories personal data concerned. Institution and Trial Site shall further assist Sponsor in providing information about the likely consequences of personal data breach and measures taken or proposed to be taken to address the personal data breach, including measures to mitigate any adverse effects.
	10. To the extent that any personal data breach requires Sponsor to notify the Trial Subjects pursuant to Article 34 of the GDPR, Trial Site shall provide reasonable assistance to Sponsor, and where possible notify affected data subjects on behalf of the Sponsor.
2. **Compensation**
	1. The following trial related services and costs shall be covered by the Institution: Specify, e.g. trial drug
	2. The following trial related services and costs shall be covered by the Trial Site: Specify, e.g. patient travel costs
3. **Monitoring, Inspection, and Audit**
	1. Trial Site shall allow any national regulatory authorities to inspect the Trial on Site and shall promptly notify Sponsor of such inspection and Sponsor shall have the right to be present at any such inspection or regulatory action.
	2. Trial Site will provide a copy to Sponsor and Institution of any subsequent report, recommendations, and measures and steps taken. Trial Site shall also allow any audit by Sponsor.
	3. In case Trial Site is inspected by a regulatory authority under the performance of the Trial, Trial Site will cover the inspection costs, if any.
4. **Liability, Insurance, and Indemnity**
	1. Sponsor shall take out a Trial Drug insurance as required by applicable regulatory requirements. The insurance shall cover compensation to Trial Subjects suffering injury or death or loss caused by the administration of the Trial Drug or any clinical intervention or procedure carried out in accordance with the protocol and legal requirements laid down by regulations where the Trial is conducted.
	2. Each Party shall indemnify and hold harmless the other Party, its agents and employees from any and all duly evidenced liabilities, claims, actions, or suits to the extent caused by its negligence or wrongful acts or omissions; or the negligence or wrongful acts or omissions of its agents or employees pertaining to the activities to be carried out pursuant to the obligations under this Agreement. Each Party shall promptly notify the other in writing of any such complaint, claim or injury relating to any loss subject to this indemnification. Under no circumstances shall any of the Parties be liable for any indirect, special, incidental, punitive, or consequential damages, including, but not limited to, loss of profits.
5. **Modifications and Deviations**
	1. The Principal Investigator shall inform the Responsible Person at the Satellite Site immediately in case of changes to the Protocol, suspected unexpected serious side effects, trial halt or other substantial modifications that may affect this Agreement.
	2. No substantial modifications in the Trial should be implemented before all required approvals are obtained. Safety measures to ensure Trial Subjects safety are exempted.
	3. The Parties should inform each other immediately in case of substantial deviations in trial progress.
	4. In case of substantial deviations concerning this agreement, the agreement should be reviewed and amended if required.
	5. Deviations shall be reported to the Principal Investigator on an ongoing basis.
6. **Confidentiality**
	1. Each Party is obliged to keep confidential the content of this Agreement, the information the Party receives from the other Party for the performance of the Trial and the information the Party receives about the other Party and its business in connection with the Agreement and the implementation of the Agreement ("**Confidential Information**"). One Party shall not disclose Confidential Information without the consent of the other Party, unless:
		1. as provided for in this Agreement;
		2. such disclosure is required by law; or
		3. the relevant Confidential Information is already generally known.
	2. Institution will not disclose or use Confidential Information for any purpose other than for the purpose of conducting the Trial, obtaining any required review of the protocol or its conduct, fulfilling educational obligations, ensuring proper medical treatment of any subject within the Trial, or in accordance with this Agreement sections 8 and/or 10.
	3. Either Party shall promptly notify the other Party if it receives a legally binding request to disclose Confidential Information, hereunder Data and Results, and shall take reasonable steps to minimise the extent of any such required disclosure.
	4. Each Party shall use at least the same degree of care and security to maintain the Confidential Information confidential as it uses to maintain its own Confidential Information confidential, but always at least a reasonable degree of care. The Parties shall implement technical, physical and organisational safeguards to ensure an adequate level of security appropriate to the risks.
	5. Access to Confidential Information, hereunder Data and Results, shall be limited to persons requiring access on a need to know basis. The Parties shall revoke access authorisations for employees or other individuals working within its entity who no longer need said authorisation to conduct the Trial.
	6. Each Party shall make sure that the Confidential Information, hereunder Data and Results, is protected from unauthorised access. Satellite Site shall promptly notify and assist Sponsor and Institution about any deviation concerning access, both accidental and unauthorised, to the Confidential Information, hereunder Data and Results, and Institution shall take reasonable steps to regain access control and confidentiality.
	7. Remember to always adjust the terms of confidentiality to comply with the Trial Agreement entered into.
7. **Commencement, Term, and Termination**
	1. This Agreement takes effect on the date the Agreement has been signed by both Parties and shall continue to regulate the Parties’ rights and obligations regarding the Trial until the completion of all Trial activities, or until otherwise terminated as provided for in this Agreement.
	2. This Agreement may be terminated with immediate effect by Institution by written notice to Satellite Site in the case of early termination or pause of the Trial; any technical, administrative cause, or methodological impossibility to pursue the Trial; or due to a contractual breach caused by Institution and its agents, including Satellite Site.
	3. A Party may terminate the Agreement by giving the other Party a written notice about termination at least sixty (60) days prior to the termination.
	4. In the event of a material breach by one Party, due to errors or misconduct, the other Party may terminate the Agreement with immediate effect if the Party causing the contractual breach has not remedied the breach in a satisfying manner within thirty (30) days after receiving a notice identifying the breach and a reasonable remedy.
	5. Compensation for tasks carried out up to termination remain payable.
	6. For the avoidance of doubt, force majeure means any unforeseeable and exceptional event affecting performance of the Agreement, which is outside the control of the Parties, and which cannot be avoided in spite of the efforts which the Parties may reasonably make (“**Force Majeure**”).
	7. No Party shall be considered to be in breach of this Agreement if such breach is caused by Force Majeure. Each Party shall notify the other Party of any Force Majeure as soon as possible. If impossibility or delay in fulfilment due to a case of force majeure continues for longer than 90 days, the the wronged Party may automatically terminate the Agreement at any time by written notification sent to the other Party.
	8. Expiration or termination of this Agreement shall not relieve the parties of any obligation accruing prior to such expiration or termination.
	9. Upon expiration or termination of this Agreement, the obligations that by their nature are intended to survive expiration or termination of the Agreement will still apply.
8. **General Provisions**
	1. No failure or delay of either Party to give notice of any breach or to exercise any right or remedy under this Agreement shall be construed as a waiver of any right or obligation thereof, nor shall it preclude the exercise of any other rights under this Agreement.
	2. A Party may not assign, or purport to assign, or transfer a right or obligation under this Agreement without having first obtained the other Party’s prior written consent, which may not be unreasonably withheld or delayed.
	3. The Agreement is governed by the laws of Norway, excluding Norwegian conflict of laws principles providing for the application of laws of any other jurisdiction.
	4. In case of any disputes arising out of or in connection with this Agreement, the Parties shall first seek an amicable resolution. If the Parties do not find an amicable solution, claims can be raised before the agreed venue, INSERT District Court, without restricting any right of appeal.
	5. Each Party warrant and represent to the other it has the full and all right and authority to enter into this Agreement and are unaware of any impediment that would inhibit its ability to perform its obligations hereunder.
	6. (1) This Agreement is made in two original copies. (2) This agreement is signed using electronic signatures.
9. **Appendices**
	1. The appendices to this Agreement, which form an integral part of this Agreement, are the following:

Approved trial protocol (version no specify, dated specify)

Template Identification and Enrolment log

Template Signature log

Template for Reporting of Serious Adverse Events

Template IMP Accountability Form

* 1. In case of conflict between the terms of this Agreement and the terms of its Appendices the terms of this Agreement shall prevail.

# **Signatures**

For and on behalf of the Institution (MAIN SITE):

NAME:

TITLE:

DATE: SIGNATURE:

READ and ACKNOWLEDGED by Principal Investigator:

NAME:

TITLE:

DATE: SIGNATURE:

For and on behalf of the Satellite Site (LOCAL HOSPITAL):

NAME:

TITLE:

DATE: SIGNATURE:

NAME:

TITLE:

DATE: SIGNATURE: