

**MOUNT SINAI SCHOOL OF MEDICINE
SAMPLE INDEMNIFICATION**

COMPANY'S LETTERHEAD

Date:
RE: Title of Project
Protocol #:
Principal Investigator:

Ms. Jessica Moise
Director, Grants and Contracts Office
Box 1075
Mount Sinai School of Medicine
One Gustave L. Levy Place
New York, New York 10029

Dear Ms. Moise:

In consideration of conducting the above-referenced Study (**the "Investigation"**) of the effectiveness and/or safety of the Product, and submitting a report of the results of such Investigation, it is hereby understood and agreed as among (**the name of the Company**) (hereinafter "**Company**") and Mount Sinai School of Medicine that the Company covenants and agrees to defend, indemnify, reimburse and hold harmless (**name of the Principal Investigator**) and The Mount Sinai Hospital and the Mount Sinai School of Medicine and their respective agents, servants, trustees, students, officers, staff, contractors, volunteers, visitors and employees (hereinafter collectively referred to as "Mount Sinai") from any and all costs and expenses (including the costs and expenses of providing medical care for the treatment of injuries attributable to the Investigation), claims, demands, suits, causes of action, damages, judgments and legal fees which arise out of or which may be imposed upon, incurred by or brought against Mount Sinai as a result of the Investigation and/or reporting the results of the Investigation, except that the Company shall not be so obligated to the extent that an injury was proximately caused by the negligence of Mount Sinai.

The Company's obligations hereunder are further conditioned on Mount Sinai's compliance with the following:

1. Mount Sinai does not materially deviate from the approved protocol or any specifications and express directions for the use and administration of the Product timely furnished in writing by the Company;
2. Mount Sinai is diligent in notifying the Company of the existence of any claim or suite arising out of the Investigation; and

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3. Mount Sinai cooperates in the handling of any such claim and, in the event of suit, attends hearings and trials and assists in securing and giving evidence and obtaining the attendance of necessary and proper witnesses. The Company will reimburse Mount Sinai for all reasonable expenses incurred at its request in connection with this Paragraph.

It is further understood that the Company shall not be required to indemnify Mount Sinai for any claim or suit which is settled without the Company's prior approval, except that the foregoing limitation shall not apply to costs and expenses otherwise covered by this Agreement and incurred in payment of medical expenses or in mitigation of damages.

The indemnification obligations described in this letter shall continue until the completion of the Investigation or until the investigation is terminated in the manner for such termination agreed to by Mount Sinai and the Company. However, completion or termination of the Investigation shall not affect the Company's obligations arising out of any act in furtherance of the Investigation which preceded such completion or termination.

The terms hereof will be accepted by commencement of the Investigation. This letter contains a complete description of the Company's indemnification of Mount Sinai for the Study and supersedes all prior discussions and communications on the subject. The obligation of the Company hereunder may only be modified by a signed written amendment.

Very truly yours,

Company Official

cc: Principal Investigator