



SAFE-BIOPHARMA MEMBER AGREEMENT COVER PAGE

The attached documents describe the relationship between SAFE-BIOPHARMA Association ("SAFE-BIOPHARMA") and the Member identified below (each of SAFE-BIOPHARMA and Member, a "Party" and collectively, the "Parties"). This Agreement includes this SAFE-BIOPHARMA Member Agreement Cover Page (the "Cover Page"), the terms and conditions on the following pages, and all exhibits or annexes attached hereto executed by the Parties (detailing the relationship between the Parties) (collectively, the "Agreement").

This Agreement, including the attached terms, will become effective when this Cover Page is executed by authorized representatives of both Parties (the "Effective Date").

MEMBER INFORMATION:	
Address: _____	Principal Contact Person: _____
_____	Title: _____
_____	Phone: _____
_____	Email Address: _____

PROGRAM LEVEL DESIGNATION:	
Please indicate (by checking the appropriate boxes below) at which level you qualify to participate as a SAFE-BIOPHARMA Member (the "Program Level"). Criteria for all Program Levels are described in Annex A.	
<input type="checkbox"/> For-Profit Company	<input type="checkbox"/> Clinical Researcher
If For-Profit, number of employees: _____	
<input type="checkbox"/> Sponsored Member	<input type="checkbox"/> Association Member

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

_____ (MEMBER) By (Signature): _____ Name (Printed): _____ Title: _____ Date: _____	SAFE-BIOPHARMA ASSOCIATION (SAFE-BIOPHARMA) By (Signature): _____ Name (Printed): <u>Mollie Shields Uehling</u> Title: <u>CEO</u> Date: _____
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**SAFE-BIOPHARMA MEMBER AGREEMENT
TERMS AND CONDITIONS**



1. Definitions. Capitalized terms not defined herein shall have the meanings given to them in that certain document entitled "SAFE-BIOPHARMA System Documentation Glossary" contained in the current version of the SAFE-BIOPHARMA Standard Document Set in effect as of the signing of this Agreement.
2. Standards and Operating Policies. All of the provisions of the documentation comprising the current version of the SAFE-BIOPHARMA Standard Document Set in effect as of the signing of this Agreement, and as may be amended by SAFE-BIOPHARMA, are incorporated in this Agreement by this reference as if fully set forth herein, including, without limitation, the provisions of that certain document entitled "SAFE-BIOPHARMA Operating Policies." Member hereby agrees to abide by all of the terms and conditions of such documentation that are applicable to SAFE-BIOPHARMA Members, including, without limitation, the use of any SAFE-BIOPHARMA trademarks, tradenames, or other intellectual property.
3. Term and Termination. This Agreement shall be effective as of [DATE] and shall continue until Member is terminated in accordance with Section 4.1.3 or has terminated in accordance with Section 4.1.4 of that certain document entitled "SAFE-BIOPHARMA Member Accreditation Process Guideline" contained in the current version of the SAFE-BIOPHARMA Standard Document Set in effect as of the signing of this Agreement, and as may be amended by SAFE-BIOPHARMA in future periods. In the event of such termination Member is not entitled to a repayment of any amount of the membership fee paid or due to be paid. The provisions of Sections 2, 4, and 5 of this Agreement shall survive any termination of this Agreement.
4. Notices. All notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers and other communications required or permitted under the SAFE-BIOPHARMA Operating Policies shall be delivered to the respective address of each Party as indicated below, or such other address as such Party last provided to the other Party by written notice.
5. Fees. Member agrees to promptly pay SAFE-BIOPHARMA any annual membership fees, other fees or expenses invoiced to the Member by SAFE-BIOPHARMA according to its published fee schedule as attached in Annex A and as modified from time to time by the SAFE-BIOPHARMA Board. SAFE-BIOPHARMA shall provide Member with written notice of changes to published fees with a minimum of 60 days notice prior to their taking affect.
6. Miscellaneous.
 - a. Entire Agreement. This Agreement, together with the documentation comprising the current version of the SAFE-BIOPHARMA Standard Document Set in effect as of the signing of this Agreement and as may be amended by SAFE-BIOPHARMA, represent the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter. For purposes of clarity, execution by any Association Member of this Member Agreement shall operate as an automatic termination of the SAFE-BIOPHARMA Association Member Agreement between such Association Member and SAFE-BIOPHARMA, effective as of the date that this Agreement is executed by both Member and SAFE-BIOPHARMA.
 - b. Amendments and Waivers. This Agreement may not be amended or modified in any manner except by an instrument in writing signed by SAFE-BIOPHARMA and Member. Amendments or waivers of any provision of the SAFE-BIOPHARMA Operating Policies shall be governed by the SAFE-BIOPHARMA Operating Policies.
 - c. Assignment; Binding Effect. Assignment of this Agreement shall be governed by the SAFE-BIOPHARMA Operating Policies. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereunder and their permitted successors and assigns.
 - d. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be deemed amended to the extent necessary to make this Agreement enforceable and valid.
 - e. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement.



f. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed and construed in accordance with the laws of the State of New York as such laws are applied to agreements entered into and to be performed entirely within New York, without giving effect to the principles thereof relating to the conflicts of laws.



Annex A

SAFE-Biopharma Association Accredited Member Fee Schedule – May 2009

Annual Membership Fees – see relevant schedule below based on entity type:

Number of Employees	Board Pricing	Full Member
40,000+	\$204,000	\$120,000
20,000-39,999	150,000	96,000
10,000-19,999	100,000	72,000
5,000-9,999	55,000	48,000
2,000-4,999	30,000	24,000
Less than 2,000	NA	See below

Small Entity Membership:

\$50 per year per user; minimum of 5 users or minimum annual membership fees of \$250 per year. Minimum membership term is three years.

Compliance Exception Audit Fees – as necessary to properly assess any substantive compliance exceptions – fees will be assessed on a pass-through cost basis.

** Fee payment is due within 30 days of receipt of Invoice.