

Policy Statement



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Principles and Guidelines for Collaborative TROG Trials

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Summary: TROG participates in clinical trials in collaboration with other cooperative research groups and industry. This policy outlines the principles that guide TROGs involvement in these collaborations.

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1.0 INTRODUCTION

The *Note for Guidance on Good Clinical Practice (CPMP/ICH/135/95) annotated with TGA comments* (ICH GCP Guidelines) stipulate that clinical trials must have a Sponsor who takes responsibility for the initiation, management, and/or financing of a clinical trial¹. The ICH GCP Guidelines also stipulate that written agreement(s) must be in place between the Sponsor of the trial and the participating Institution to document financial agreements, insurance agreements and other relevant trial related agreements.

This policy will outline all manner of regulatory agreements that are required, including agreements between TROG and participating institutions, TROG and Trial Coordinating Centres, TROG and Collaborating Groups and TROG and Industry (where required).

2.0 INTERGROUP COLLABORATION

2.1 Principles for Intergroup Collaboration

The responsibilities to be undertaken by the Sponsor(s) and the Collaborating Group(s) must be clearly documented in a Clinical Trial Agreement (refer to section 2.2) and the following principles must be adhered to at all times:

- The groups must have processes in place which ensure the trial will be conducted in accordance with ICH GCP Guidelines and any other legal and ethical requirements of the country where the trial will be conducted.
- Only one group shall be responsible for maintaining, updating and distributing one official protocol which must be agreed to and used by all collaborating groups.
- Only one group shall be responsible for maintaining, updating and distributing one suite of trial CRFs, which must be agreed to and used by all collaborating groups.
- Only one Trial Coordinating Centre shall be responsible for the acquisition of data from all other collaborating groups and entry of acquired data into the trial database, for future data analyses.

These principles are not to be negotiated unless there are valid scientific reasons to do so. In the latter situation, the TROG Scientific Committee must approve any deviation from these basic principles.

2.2 International Intergroup Collaboration

When TROG collaborates with an international clinical trials group in an intergroup clinical trial, one group will be selected as the Lead Group. However there may be a Sponsor in each jurisdiction such as EORTC in Europe and TROG in Australia who must contract with, take responsibility for, and provide insurance cover for sites participating in the trial under its auspices.

2.3 Australian and New Zealand Intergroup Collaboration

When TROG collaborates with an Australian or New Zealand clinical trials group in an intergroup clinical trial, TROG will be either the Lead Group of the trial or a collaborating group. The lead group will be the Sponsor for the trial and will contract with, take responsibility for, and provide insurance cover for sites participating in the trial under its auspices.

2.4 Clinical Trial Agreements

TROG has developed a suite of Clinical Trial Agreements including agreements between TROG and collaborating groups, TROG and Trial Coordinating Centres and TROG and participating Institutions.

The content of the collaborating group and Trial Coordinating Centre agreements can be negotiated and tailored to meet the individual scope of work and responsibilities of each group or facility. The TROG Central Operations Office (TCOO) must be involved in the negotiation process and the final contract must be reviewed and approved by the TROG Board prior to signature by either party.

The following Clinical Trial Agreement templates are available to TROG members through the TROG website <http://www.trog.com.au>. Alternatively please contact the TCOO.

2.4.1 Collaborative Group Agreement (International and Australia/New Zealand)

The Collaborative Group Agreement can be applied in all intergroup collaboration scenarios regardless of TROG being selected as the Lead Group. This agreement ensures that the main principles of intergroup collaboration are upheld and includes, however is not limited to, all of the issues mentioned above. Separate agreements have been developed for collaborations within Australia and New Zealand and international collaborations.

2.4.2 Trial Coordinating Centre Agreement

The Trial Coordinating Centre Agreement is an agreement between TROG and a Trial Coordinating Centre. This agreement is used for all TROG lead trials. Separate agreements are available for Trial Coordinating Centres based in Australia and New Zealand.

2.4.3 Clinical Trial Agreement

All Cooperative Research Groups within Australia, including TROG, are required to use the Collaborative or Cooperative Research Group Studies - Standard Form. This Clinical Trial Agreement (CTA) template will differ amongst groups by logo and trial specific information only.

A CTA is an agreement between TROG and a participating Institution and holds the institution responsible for ensuring that the institutional Principal Investigators/Co-investigators comply with ICH GCP Guidelines and the protocol.

2.4.4 Independent Site Agreement

The Independent Site Agreement will be used in place of the Clinical Trial Agreement if the Principal Investigator is based at an Institution that is outside of Australia and New Zealand and therefore not covered by TROG Insurance.

2.5 **Set-up of Trial Management Committee**

2.5.1 Composition

The composition of the Trial Management Committee (TMC) should be determined on the basis of which group has been responsible for developing the trial concept and is likely to make the largest accrual contribution. TROG requires at least one representative on the TMC if TROG is not the lead group.

2.5.2 Responsibilities

TROG vests considerable responsibilities in its own TMCs and therefore agreement at governing body level needs to be reached with other trials groups as to the exact responsibilities of the joint TMC. Detailed information about the composition and responsibilities of TMCs can be found in TROG Policy Statement TPS E8 Trial Management Committee Responsibilities.

2.5.3 Relationship with governing bodies

Governing bodies, such as the TROG Board, take ultimate responsibility for the results of the trial and their clinical implications, TROG believes that it is important for the TMC to advise the respective governing bodies when and why trial accrual is winding up and what likely interpretations can be advanced for the results before the TMC makes the decision to wind up accrual or release a report. It is envisaged that the governing bodies would wish to agree on the recommendations of the TMC before authorising the TMC to proceed.

In a similar way, Serious Adverse Events and acts of delinquency and misconduct requiring disciplinary action will be of great concern to the governing bodies, not least because they will take vicarious responsibility for these problems. It would therefore be anticipated that the TMC would advise the respective governing bodies of such problems and that the governing bodies would need to meet to discuss and agree upon the appropriate action to be taken by the TMC.

2.6 **Set-up of Independent Data Safety Monitoring Committee**

The existence, composition and responsibilities of the proposed Independent Data Safety Monitoring Committee (IDSMC) need to be agreed upon by the collaborating groups as part of the initial agreement. In addition, the relationship between the TMC and the IDSMC needs to be defined in advance. Detailed information about the composition and responsibilities of IDSMCs can be found in TROG Policy Statement TPP E9 Data Monitoring Committee Guidelines

2.7 Trial Coordinating Centre Responsibilities

The lead group shall establish a 'lead' Trial Coordinating Centre (lead TCC) and include a representative of the TCC (usually the Trial Coordinator) on the TMC.

Under some circumstances coordinating centres previously established by other collaborating groups may support the lead TCC by collecting and forwarding Case Report Forms (CRFs). If this does occur the collaborating groups and their coordinating centres must guarantee that:

- Coordinating centres from other collaborating groups will forward all CRFs on to the lead TCC and will not make corrections/modifications to the CRFs.
- Only the lead TCC shall be responsible for the entry of data into the trial database and data management quality assurance activities.
- Only one group shall be responsible for the main analyses which shall be based on the data handled by the lead TCC.

Detailed TCC responsibilities shall be included in the Collaborative Group Agreement

2.8 Funding Arrangements

Consideration will be given to the entire funding strategy needed to bring the trial in question to a successful conclusion, i.e. during both its accrual and follow up phases. Agreement needs to be reached on who has the responsibility of attempting to acquire funds, when and from where. In addition, agreement needs to be reached on how funding is to be disbursed, i.e. to the central data collection and analysis point, quality assurance costs and to the institutions.

3.0 INDUSTRY COLLABORATIONS

TROG recognises the mutually beneficial opportunities for industry support of investigator initiated research. This section of the policy defines the acceptable parameters for these industry collaborations.

3.1 Investigator Initiated Research

TROG trials are investigator initiated trials, meaning that the research protocol is developed by an independent investigator and not under contract or other conflicting relationship with a pharmaceutical company or equipment manufacturer ("TROG Trial").

The development and ownership of the protocol is the arbiter of whether the trial is an investigator initiated trial or an industry trial for the purposes of this Policy, regardless of the attitude of any Human Research Ethics Committee or third party.

TROG does not act as a contract research organisation for protocols developed and/or owned by industry parties.

3.2 Industry Contracts

TROG Trials may be supported by industry via the provision of grants and/or Investigational Product(s) under contract with an industry party. An industry party providing such support is defined as an “Industry Supporter” under this Policy.

It is not acceptable to have any term or condition of a contract with an Industry Supporter that could reasonably be expected to lead to a conflict of interest or other situation that may compromise TROG’s scientific integrity or independence.

Most Industry Supporters have standard contracts (i.e. Clinical Trial Agreements) which are used between industry and trials groups of which the content can usually be negotiated. The TROG Central Operations Office must be involved in the negotiation process of the content of these contracts.

The final contract must be reviewed and approved by the TROG Board prior to signature by either party.

4.0 REFERENCES

1. Note for Guidance on Good Clinical Practice (CPMP/ICH/135/95) Annotated with TGA comments (DSEB July 2000).
2. Anastassia Negrouk, author. Intergroup trials [policy on the internet], Brussels: European Organisation for Research and Treatment of Cancer; [cited 2008 September 25]. Available from: <http://www.eortc.be/services/doc/policies/pol005.pdf>
3. Anastassia Negrouk, author. EORTC support to Intergroup trials [policy on the internet], Brussels: European Organisation for Research and Treatment of Cancer; [cited 2008 September 25]. Available from: <http://www.eortc.be/services/doc/policies/pol005.pdf>