
**TRANS-TASMAN RADIATION
ONCOLOGY GROUP INC**
(Reg No: A0031029V)



INTERGROUP AND INDUSTRY COLLABORATIVE GUIDELINES

TROG's position is that agreements to embark upon a trial involving other trials groups, pharmaceutical companies or linear accelerator companies will be made at governing body level. Furthermore such agreements will usually occur before a trial management committee is appointed and the trial protocol is finalised. A copy of the agreement (before signature) should be forwarded to the Senior Operations Manager for Board review and approval. An exception to this guideline would be the situation in which the TROG membership desires that TROG as a body joins an already on-going trial organised by another group. Regardless of this contingency the agreement, which is reached, will be in writing and will cover the following areas:

A Other Trials Groups

1 Funding Arrangements

Consideration will be given to the entire funding strategy needed to bring the trial in question to a successful conclusion, ie 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, ie to the central data collection and analysis point, quality assurance costs and to the institutions.

2 Trial Management Committee (TMC) Composition and Responsibilities

2.1 TMC Composition

It is clearly reasonable that the TMC composition be determined on the basis of which group has been the prime mover in bringing the trial in question to the negotiation table and which group is likely to make the largest accrual contribution. Notwithstanding these considerations, TROG would normally wish to have a level of representation on the TMC that is at least equivalent to any other groups involved. The reason for this stipulation becomes clear when the responsibilities that TROG envisages the TMC should have are considered.

2.2 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.

The areas of responsibility to be considered are:

- (a) Protocol development (ensuring that all the constituent elements, listed elsewhere, are included.);
- (b) Funding applications;
- (c) Fiscal monitoring;

- (d) Monitoring of accrual, data integrity, protocol compliance and toxicity;
- (e) Remedial measures in the event of protocol deviations, delinquent acts and misconduct, ie responsibility for counselling, disciplinary measures etc;
- (f) Winding up criteria and procedures;
- (g) Data analysis and interpretation;
- (h) Responsibility for reporting results: who, where and to whom;
- (i) Spokesmanship responsibilities (other than data reporting, eg trial progress reports, position on other trials focussing on similar issues).

2.3 Relationship with governing bodies

Since the governing bodies 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 takes 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.

3 Independent data monitoring committees (IDMC)

The existence, composition and responsibilities of the proposed IDMC need to be agreed upon by the governing bodies as part of the initial agreement. In addition, the relationship between the TMC and IDMC needs to be defined in advance.

4 Issues pertaining to the data collected

A range of issues require prospective agreement:

- (a) Who takes responsibility for data collection at the institutional level and at the central collection point?
- (b) How is the data collection process to be funded?
- (c) Who has access to the data and under what circumstances? This may include external bodies wishing to carry out meta-analyses as well as the trials groups involved themselves.
- (d) Who has ownership of the data and is responsible for its security and long term storage?

- (e) Who is to take responsibility for analysing the data? TROG would usually reserve the right to have its own statistician review the data and the analysis independently.

It is assumed that a formal written agreement will exist between the trial management committee and the individual investigator / institutional principal investigator that the investigator will comply with the protocol, return data in a timely fashion, report all serious adverse events and co-operative with all quality assurance processes deemed necessary in exchange for data management funding support.

5 Quality Assurance Processes

5.1 Quality assurance procedures

Prospective agreement is required as to who is to take responsibility for conducting quality assurance procedures and what form these will take.

Usually three areas need consideration:

- (a) Data integrity;
- (b) Radiation dosimetry and prescribing (including dose delivered and volume covered);
- (c) Pharmaceutical prescribing and compliance.

Actions to be taken in the event of problems being uncovered by quality assurance procedures need to be agreed upon and determined before the trial is activated.

5.1 Serious Adverse Events (SAEs)

SAEs need to be defined in advance and clearly stated in the protocol. Actions to be taken in the event of a SAE need to be agreed upon and determined before the trial is activated.

5.2 Funding considerations

A budget to cover all quality assurance processes should be agreed upon by all parties as part of the initial agreement between the governing bodies. The TROG Quality Assurance Coordinator should be consulted before finalising the budget.

6 Institutional Responsibilities

The responsibilities of the principal institutional investigator and individual investigators for issues such as institutional ethics approval, data management quality assurance procedures etc and communication pathways between the TMC

and the respective governing bodies require the agreement of all parties. Refer to 'TROG Investigators Study Agreement' – Section 7 Responsibilities of TMCs.

7 Authorship of reports

TROG has its own authorship guidelines and it is suggested that these be used as a basis for agreement between the parties prior to trial activation.

8 Dispute Resolution Processes

It is suggested that the governing bodies identify an agreed dispute resolution process prior to the appointment of the TMC. Normally a member of each of the governing bodies would be expected to make themselves available to arbitrate and conciliate in the event of any dispute

Summary of Agreements to be reached

- (a) Between the governing bodies on all issues alluded to above;
- (b) Between members of the TMC and the governing bodies that they will abide by the rules outlined in the governing body agreement and carry out the responsibilities defined in that agreement;
- (c) Between the institutional principal investigator / individual investigator and the TMC that they will comply with the protocol, return data in a timely fashion, report all SAEs and co-operate with all quality assurance processes deemed necessary in exchange for data management support. Refer to 'TROG Investigators Study Agreement' – Section 7 Responsibilities of TMCs.

B Pharmaceutical or Linear Accelerator Companies

In the situation where the pharmaceutical company is not the trial sponsor, most pharmaceutical companies have standard agreements between the company and the trials group. These agreements include roles and responsibilities (ie adverse events, confidentiality, pre-publication review, agreement termination, indemnity) and support arrangements (drug supply, funding for data management, quality assurance and clinical trials insurance).

These agreements should be forwarded to the Senior Operations Manager for review and approval by the Board **prior** to signature by either party.

It is envisaged that the Trial Chairperson would sign the agreement on behalf of the Trial Management Committee. If another trials group is also involved then the Trial Co-Chairperson (or President) should also sign the agreement.

The draft agreement should be forwarded to the Board early in the negotiation process with either pharmaceutical or linear accelerator companies as legal advice might need to be obtained.