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# Co-Sponsorship Workshop

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## **Definition of a 'Sponsor'**

**An individual, company, institution or organisation  
which takes responsibility for  
the initiation, management and/or financing  
of a clinical trial**

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## **Responsibilities of the sponsor (1)**

- **Must be a legal entity within the EU**
- **Requests EUDRACT No.**
- **Arranges patient indemnity**
- **Requests CTA from Competent Authorities (CA)**
- **Requests Ethical opinion(s) and approval(s)**
- **Requests substantial amendments from CA and EC**
- **Declares 'end of the study' to CA and EC(s)**
- **Ensures quality of trial performance and data**

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## Responsibilities of the sponsor (2)

- **IMP to be provided free of charge**
- **Manufacture, packaging, labelling, import of IMP**
- **Preparation of IMP**
- **Availability of 'Qualified Person'**
- **Collection of all AE**
- **Notification of SUSARs**
- **Annual Safety Report to EC and CA**
- **Summary of final report to CA and ECs**

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## **Sponsor Concerns**

- Too much for a single entity
- Very few public entities (Universities, Hospitals, Funding Bodies, Charitable Organisations) had the necessary infrastructure
- Public entities unwilling to accept responsibility for work carried out by a different entity
- Funding for clinical trial usually insufficient to pay for increased administrative costs
- All problems compounded in multi-centre studies and particularly in international trials

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## **Purpose of Workshop**

- **To discuss experience of sponsorship at public and private entities in Europe**
- **To discuss the feasibility of splitting responsibilities between more than one sponsor**
- **To define such co-sponsorship**
- **To discuss the nature of responsibilities that lend themselves to co-sponsorship**
- **To suggest guidelines for co-sponsorship**

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**Programme  
21 Sept 2009**

***Experience in Multinational Clinical Trial Management within Current Legislation***

- Academic Investigator: *Selim Corbacioglu, University of Ulm*
- Legal & Insurance: *Anne Larcheveque, University Hospital of Nantes*
- Academic Organisation: *Anastassia Negrouk, EORTC, Brussels, Belgium*
- Pharmaceutical: *Raymond Bratty, Orion*

***Proposals for More Research-Friendly Sponsorship Conditions***

- The UK approach: *Julia Brown, Clinical Trials Research Unit, Leeds, UK*
- Co-Sponsorship: *Jürgen Grebe, KKS Network, Germany*
- The Collaboration Agreement: *Chris Wilks, Astra-Zeneca, UK*

***How Can Collaboration in Clinical Trials be Improved?***

- Commercial, Public and Public-Private

***Recommendations for Co-Sponsorship Solutions in the EU***

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## **Recurrent themes**

- Lack of clarity in definitions
- Different interpretations in different countries
- Lack of guidelines, model contracts, up-to-date and accurate information
- Need for identical requests in different countries introduced delay, different responses and further delay
- Increased bureaucracy and increased cost
- No obvious benefit to patients

# Pediatric Defibrotide Study

September	2001	First study proposal to Gentium
November	2003	First Contact with KKS Tübingen (German CRO)
January	2004	Official EBMT study with international insurance coverage
February	2004	IRB Approval Ulm/Germany Gentium and the EBMT sign co-sponsorship for DF Study
March	2004	KKS manages IRB applications and regulatory affairs
May	2004	Notification of BfARM, local authorities, etc.
March	2005	Grant approval: Deutsche Krebshilfe
December	2005	Investigator meeting
January	2006	Recruitment of 1 <sup>st</sup> Patient
January	2009	Recruitment of last Patient (n=360)
February	2009	Day +30 Snapshot Analysis
May	2009	Day +100 Snapshot Analysis
August	2009	Day +180 Final Data Analysis



## **Differences of interpretation**

- **Requirement of the Directive was that every clinical trial should have a single sponsor to take ultimate responsibility for its conduct. Assumption of workshop participants was that the Directive rules out sponsorship by more than one organisation.**
- **Five years after the introduction of the Directive, it was clear from this workshop there is still no shared understanding about what “single” means, nor what “sponsor” means.**
- **French researchers believe that a condition of trial approval by the competent authority, AFFSAPS, is that there be a single sponsor. AFFSAPS has approved at least one trial with two sponsors.**
- **European Commission Q&A 2009: ‘a number of parties may agree in writing to form an organisation...and to distribute the sponsor’s tasks and duties between various sponsors and organisations.’**

# UK Regulations

*“Sponsor”: an individual, company, institution or organisation which takes responsibility for the initiation, management and / or financing of a clinical trial (EU Directive 2001/20/EC)*

Medicines for Human Use (Clinical Trials) Regulations 2004 (and European Directive 2001/20/EC further amendments) has provisions for:

- Single Sponsorship
- Joint Sponsorship
- Co-Sponsorship

Further explained by Department of Health in:

- Sponsorship Responsibilities in Publicly Funded Trials 2004

# UK Regulations - Sponsorship Definitions

## Single Sponsor

One organisation accepts all Sponsor's responsibilities

## Joint Sponsorship

Two (or more) organisations act jointly to accept all of the Sponsor's responsibilities

## Co-Sponsorship

Two (or more) organisations take ultimate responsibility for discrete Sponsor responsibilities i.e.

- *Organisation A responsible for Authorisation and Ethics Committee Opinion*
- *Organisation B responsible for GCP and conduct*
- *Organisation C responsible for Pharmacovigilance*

# Multi Sponsorship Issues

## Joint Sponsorship

Two (or more) organisations act jointly to accept all of the Sponsor's responsibilities

### *Difficulties*

- Liability for ultimate responsibility
- Lines of reporting

## Co-Sponsorship

Two (or more) organisations take ultimate responsibility for discrete Sponsor responsibilities

### *Difficulties*

- Need to clearly document allocation of responsibilities (contracts)
- Overlap of responsibilities / functions



*From lecture given by Professor Julia Brown, Leeds, UK*

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## **Surprise in Outcome**

- Little enthusiasm in practice for co-sponsorship
- Perhaps unsurprising in industry (issues of ownership of data, intellectual property etc)
- All Pharma concerns shared by public bodies
- Sharing of delegated tasks welcomed
- Debate about geographic vs task delegation

# Summary from Pharma



- Co-sponsorship may facilitate:
  - Indemnification and Liability
  - Pharmacovigilance
- May increase issues on:
  - Trial management
  - Ownership (and future use) of data
- Valuable option for conduct of trials, but will not be appropriate in all circumstances

*From lecture given by Chris Wilks, Astra Zeneca*



## Eliminate Confusion

- The European Commission and national governments must clarify and harmonise their definitions of what a sponsor is.
- In particular, and while single sponsorship will remain the preferred option, the conditions under which co - sponsorship are appropriate must be clearly defined.
- It would be helpful for the European Medicines Evaluation Agency to produce a template to be used when defining the roles and responsibilities of co - sponsors.
- There must be a clearly understood line between sponsorship and delegation, eliminating the lack of clarity in, for example, Paragraph 25 of the July 2009 update of “Q&A” guidance the Clinical Trials Directive [the first time the Commission has said in writing that a clinical trial may have multiple sponsors which allocate functions between them].



- Single Clinical Trial Approval and a single opinion from a Research Ethics Committee would be a huge step forward in simplifying the tasks of sponsorship
- Create uniform models of insurance and indemnity
- Promote tools such as RACI [responsibility, accountability, consultation, information] charts to clarify roles.
- Provide a ready source of information providing local knowledge about what is required when, for example, a country joins a clinical trial.
- Improve the working relationship between academia and industry by promoting transparency with a fair partnership and discussion of appropriate and reasonable costs.
- Remove some of the national barriers to co - sponsorship by increasing the funding available for clinical trials at a European level.



## Summary

- Model contracts (country specific legal advice)
- New models of insurance and indemnity (not for profit insurance package, harmonisation of laws on liability and insurance)
- ‘One point of call’ for accessing information on EU wide regulations (and differences in processes and definitions)
- Standardising ethics process, CTA application process and PV reporting across the EU
- Open access registry of EU CTUs, Research Sites, Researchers, Collaborative Groups
- Avoid duplication of scientific evaluation
- Funder / Sponsor commitment to resource required for setting up systems to facilitate running international trials

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## Acknowledgements

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