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 JOINT FILING AGREEMENT  
  
 THIS JOINT FILING AGREEMENT (this "Agreement"), dated as of March 2,  
2001, by and among INVERESK RESEARCH GROUP LIMITED, a corporation organized  
under the laws of Scotland ("Parent"), INVERESK RESEARCH (CANADA) INC., a  
corporation organized under the laws of Canada and a wholly owned subsidiary of  
Parent ("Inveresk Canada"), INDIGO ACQUISITION CORP., a Delaware corporation and  
wholly owned subsidiary of Inveresk Canada ("Purchaser"), CANDOVER INVESTMENTS  
PLC, a UK public limited company ("Candover Investments"), CANDOVER PARTNERS  
LIMITED, a UK limited company ("Candover Partners") and CANDOVER 1997 FUND (the  
"1997 Fund").  
  
 WHEREAS, the parties to this Agreement desire to provide for the joint  
filing of the Statement on Schedule 13D with respect to the shares of common  
stock, par value $.01 per share, of Clintrials Research Inc., with the  
Securities and Exchange Commission and any other applicable authorities or  
parties and any amendments thereto and desire to provide for the inclusion of  
this Agreement as an Exhibit to the Statement on Schedule 13D.  
  
 NOW, THEREFORE, in consideration of the mutual representations,  
warranties, covenants and agreements set forth herein and therein, and other  
good and valuable consideration, the receipt and sufficiency of which are hereby  
acknowledged, the parties hereto agree as follows:  
  
 Section 1. Joint Filing. Pursuant to Rule 13d-1(f) promulgated under  
the Securities Exchange Act of 1934, as amended, the parties hereby agree to the  
joint filing of the Statement on Schedule 13D with respect to the shares of  
common stock, par value $.01 per share, of Clintrials Research Inc., with the  
Securities and Exchange Commission and any other applicable authorities or  
parties. The parties hereto further agree that this Agreement be included as an  
Exhibit to the Statement on Schedule 13D. In addition, each party to this  
Agreement agrees to file jointly any and all subsequent amendments to such  
Statement on Schedule 13D and expressly authorizes each other party hereto to  
file the same on its behalf as such filing party deems necessary or appropriate,  
until such time as a party hereto shall notify the others in writing of its  
desire to terminate this Agreement.  
  
 Section 2. Miscellaneous.  
  
 (a) All notices, requests and other communications hereunder  
must be in writing and will be deemed to have been duly given only if delivered  
personally or by facsimile transmission or mailed (first class postage prepaid)  
to the parties at the following addresses or facsimile numbers:  
  
 (A) if to any or all of Parent, Purchaser or Inveresk Canada,  
to them in care of:  
  
 Inveresk Research Group Limited  
 Elphinstone Research Xxxxxx  
 Xxxxxxx, Xxxx Xxxxxxx XX00 0XX  
 Xxxxxxxx, Xxxxxx Xxxxxxx  
 Facsimile: 44 1875 614 555  
 Attention: Xxxxxxx X. Xxxxxx  
  
  
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 with a copy to:  
  
 Xxxxxxxx Chance Xxxxxx & Xxxxx LLP  
 000 Xxxx Xxxxxx  
 Xxx Xxxx, Xxx Xxxx 00000  
 Facsimile: (000) 000-0000  
 Attention: Xxxx X. Xxxxx, Esq.  
  
 (B) if to the 1997 Fund, Candover Partners or Candover  
Investments, to them in care of:  
  
 Candover Investments plc  
 00 Xxx Xxxxxx  
 Xxxxxx XX0X 0XX  
 Xxxxxxx  
  
All such notices, requests and other communications will (i) if delivered  
personally to the address as provided in this Section, be deemed given upon  
delivery, (ii) if delivered by facsimile transmission to the facsimile number as  
provided in this Section, be deemed given upon receipt, and (iii) if delivered  
by mail in the manner described above to the address as provided in this  
Section, be deemed given upon receipt (in each case regardless of whether such  
notice, request or other communication is received by any other person to whom a  
copy of such notice is to be delivered pursuant to this Section). Any party from  
time to time may change its address, facsimile number or other information for  
the purpose of notices to that party by giving notice specifying such change to  
the other parties hereto.  
  
 (b) The headings contained in this Agreement are for reference  
purposes only and shall not affect in any way the meaning or interpretation of  
this Agreement.  
  
 (c) This Agreement may be executed in two or more  
counterparts, each of which shall be deemed an original but all of which shall  
be considered one and the same agreement.  
  
 (d) This Agreement constitutes the entire agreement, and  
supersedes all prior agreements and understandings, whether written and oral,  
among the parties hereto with respect to the subject matter hereof.  
  
 (e) This Agreement shall be governed by, and construed in  
accordance with, the laws of the State of Delaware without giving effect to the  
principles of conflicts of laws thereof.  
  
 (f) Neither this Agreement nor any of the rights, interests or  
obligations hereunder shall be assigned by any of the parties hereto (whether by  
operation of law or otherwise) without the prior written consent of the other  
parties, and any such purported assignment shall be null and void. Subject to  
the preceding sentence, this Agreement will be binding upon, inure to the  
benefit of and be enforceable by, the parties and their respective successors  
and assigns, and the provisions of this Agreement are not intended to confer  
upon any person other than the parties hereto any rights or remedies hereunder.  
  
 (g) If any term, provision, covenant or restriction herein is  
held by a court of competent jurisdiction or other authority to be invalid, void  
or unenforceable or against its regulatory policy, the remainder of the terms,  
provisions, covenants and restrictions of this Agreement shall remain in full  
force and effect and shall in no way be affected, impaired or invalidated.  
  
  
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 (h) Each of the parties hereto acknowledge and agrees that in  
the event of any breach of this Agreement, each non-breaching party would be  
irreparably and immediately harmed and could not be made whole by monetary  
damages. It is accordingly agreed that the parties hereto (i) will waive, in any  
action for specific performance, the defense of adequacy of a remedy at law and  
(ii) shall be entitled, in addition to any other remedy to which they may be  
entitled at law or in equity, to compel specific performance of this Agreement.  
  
 (i) No amendment, modification or waiver in respect to this  
Agreement shall be effective unless it shall be in writing and signed by each  
party hereto.  
  
 (j) All fees and expenses incurred by any one party hereto  
shall be borne by the party incurring such fees and expenses.  
  
  
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 IN WITNESS WHEREOF, Parent, Inveresk Canada, Purchaser, Candover  
Investments, Candover Partners and the 1997 Fund have caused this Agreement to  
be duly executed and delivered as of the date first written above.  
  
 INVERESK RESEARCH GROUP LIMITED  
  
  
  
 By: /s/ Xxxxxx X. Xxxxx  
 ------------------------------------  
 Name: Xxxxxx X. Xxxxx  
 Title: Chief Executive  
  
  
 INVERESK RESEARCH (CANADA) INC.  
  
  
  
 By: /s/ Xxxxxx X. Xxxxx  
 ------------------------------------  
 Name: Xxxxxx X. Xxxxx  
 Title: Director, President and  
 Secretary  
  
  
  
 INDIGO ACQUISITION CORP.  
  
  
  
 By: /s/ Xxxxxx X. Xxxxx  
 ------------------------------------  
 Name: Xxxxxx X. Xxxxx  
 Title: President  
  
 [Signatures Continued on Next Page]  
  
  
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 CANDOVER INVESTMENTS PLC  
  
  
  
 By: /s/ X.X. Xxxx  
 ------------------------------------  
 Name: X.X. Xxxx  
 Title: Authorized Signatory  
  
  
 CANDOVER PARTNERS LIMITED  
  
  
  
 By: /s/ X.X. Xxxx  
 ------------------------------------  
 Name: X.X. Xxxx  
 Title: Authorized Signatory  
  
  
  
  
 CANDOVER 1997 FUND  
 for and on behalf  
 of Candover Partners  
 Limited as general  
 partner  
  
 By: /s/ X.X. Xxxx  
 ------------------------------------  
 Name: X.X. Xxxx  
 Title: Authorized Signatory