RESTATED MASTER RESEARCH AGREEMENT

Forest Research Institute
A Subsidiary of Forest Laboratories, Inc.
Harborside Financial Center
Plaza V
Jersey City, NJ 07311

And

SIX OF THE UNIVERSITY OF TEXAS SYSTEM MEMBER INSTITUTIONS

Effective: January 1, 2011 to December 31, 2017
Master Agreement Forest Initiated Protocols
MASTER RESEARCH AGREEMENT

This Master Research Agreement ("Agreement") is entered into by and between the institutions listed below ("INSTITUTION" or collectively "INSTITUTIONS"), each with a place of business as listed in Attachment B and each a member institution of The University of Texas System ("SYSTEM") located at 201 West 7th Street, Austin, Texas, 78701, that is governed by its Board of Regents ("BOARD"), and Forest Research Institute, Inc. a wholly-owned subsidiary of Forest Laboratories, Inc., with a place of business at Harborside Financial Center, Plaza V, Jersey City, NJ 07311 ("FOREST").

The University of Texas Health Science Center at Tyler
The University of Texas Health Science Center at Houston
The University of Texas Health Science Center at San Antonio
The University of Texas Medical Branch at Galveston and
The University of Texas Southwestern Medical Center at Dallas
The University of Texas at Austin

1. SCOPE OF WORK

a. During the Agreement Term, as defined below in Article 2, INSTITUTION shall conduct the research ("Research"), including clinical trials ("Clinical Trials"), in accordance with the referenced clinical trial protocol as written by FOREST ("Protocol"), and as set forth in individual Clinical Trial Request Forms ("CTRF"), as hereinafter described and attached as Attachment A. The terms and conditions of this Agreement shall apply to any CTRF entered into prior to the end of the Agreement Term.

b. The INSTITUTION shall perform the Research for any study in conformance (1) with generally accepted standards of good clinical practice, (2) with the Protocol, and (3) with all applicable local, state, federal and foreign laws and regulations governing the performance of clinical investigations including but not limited to the Federal Food, Drug and Cosmetic Act and regulations of the United States Food and Drug Administration ("FDA") and comparable foreign agencies.

c. This Agreement shall be used for all Phase 2, 2b, 3, 3b Clinical Trials.

2. AGREEMENT TERM

This Agreement shall commence on January 1, 2011 ("Effective Date") and shall continue until December 31, 2017, unless and until terminated sooner as provided for in Section 21. Notwithstanding any such termination, the terms and conditions of this Agreement and each applicable CTRF shall continue to apply, and the parties shall continue to perform in accordance with this Agreement and the applicable CTRF, with respect to each Clinical Trial to which the parties shall have signed a CTRF prior to the effective date of termination of this Agreement for the duration of such CTRF, in accordance with terms, unless sooner terminated in accordance herewith.

3. CLINICAL TRIAL REQUEST FORM

a. The specific requirements for any Research shall be set forth in CTRFs and shall be in substantially the form attached hereto as Attachment A, and shall include the information noted thereon, including the referenced attachments. INSTITUTION will ensure that the principal investigator for each Clinical Trial ("Principal Investigator") agrees to abide by the terms of this Agreement and the CTRF as if s/he were a party thereto.
b. A copy of the budget for each Clinical Trial, including the payment schedule, shall be attached to
the applicable CTRF as Appendix A and shall be a part thereof. The total cost to FOREST for the
completion of such Clinical Trial by INSTITUTION shall not exceed the amount set forth in the
applicable Appendix A. Payment includes all applicable overheads as stated in such Appendix A.
For partially completed enrolled patients FOREST will pay INSTITUTION a prorated amount
according to the duration of the patient’s participation.

c. Payment shall be made to INSTITUTION according to Appendix A appended to the CTRF and
incorporated therein by reference. All costs outlined on such Appendix A shall remain firm for the
duration of the Research covered by such CTRF, unless otherwise agreed to in writing by
INSTITUTION and FOREST.

4. PATIENTS

a. In no event shall INSTITUTION enroll more than the projected number of completed patients
stipulated in Section 1 of the CTRF without prior written approval of FOREST.

b. In the event the Clinical Trial covered by a CTRF is a multicenter study, it is possible that not all
sites will have the opportunity to enroll the total number of completed patients as stipulated. When
enrollment of the target number of patients is complete, FOREST will notify those sites that have
not enrolled their total number of patients in writing to stop enrolling additional patients. FOREST
will determine amounts due based on milestones and work completed in accordance with the
CTRF for all patients enrolled up to and including the date that sites received such enrollment
completion notice.

c. INSTITUTION further acknowledges that FOREST reserves the right to stop patient enrollment at
any time upon written notice to INSTITUTION.

5. PRINCIPAL INVESTIGATOR

a. INSTITUTION’S Principal Investigator identified on a CTRF will be responsible for the direction
of the Research described in such CTRF in accordance with applicable INSTITUTION policies
which INSTITUTION represents are not inconsistent with the terms of this Agreement, applicable
CTRF and the Protocol.

b. If for any reason, s/he is unwilling or unable to continue to serve as Principal Investigator and a
successor, acceptable to both the INSTITUTION and FOREST, is not promptly and mutually
agreed upon, a CTRF may be terminated by either party if medically practical, effective upon 10
days written notice to the other party, as to the work contemplated in the applicable CTRF.

c. In addition, if Principal Investigator is a member of a committee that sets formularies or develops
clinical practice guidelines, INSTITUTION shall disclose the nature of this relationship with
FOREST hereunder to such committee and agree to follow any applicable rules or procedures of
such committee which may relate to such relationship.

6. CONFIDENTIALITY

a. Subject to INSTITUTION’S publication rights as set forth in Section 9, INSTITUTION will hold
in confidence and take all steps necessary to preserve the confidentiality of any and all technical
and commercial information either disclosed to INSTITUTION by FOREST under this Agreement
or developed by INSTITUTION in the course of a Clinical Trial or Research (“Information”),
except for:

(1) information which at the time of disclosure is in the public domain;

(2) information which, after disclosure, becomes part of the public domain by publication or
otherwise, except by breach of this Agreement by INSTITUTION;
(3) information which INSTITUTION can establish by competent proof was in INSTITUTION’S possession at the time of disclosure by FOREST and was not acquired, directly or indirectly, from FOREST and such proof is presented promptly after FOREST’S disclosure to INSTITUTION;

(4) information which INSTITUTION receives from a third party; provided however, that such information was not obtained by said third party, directly or indirectly, from FOREST;

(5) information which INSTITUTION is required by law or governmental order or subpoena to disclose; provided that INSTITUTION will provide FOREST with prior written notice of any contemplated disclosure pursuant to this section to allow FOREST a reasonable opportunity to seek appropriate limitations or other protective measures with respect to such disclosure;

(6) information which INSTITUTION has been advised in writing by legal counsel that it is obligated to disclose; provided that FOREST is furnished with a copy of any such written legal advice reasonably prior to disclosure pursuant to this section; and

(7) information that is independently discovered or developed by INSTITUTION without the aid, application, or use of the Information disclosed to INSTITUTION by FOREST, as evidenced by written records.

b. Subject to its rights to publish the study results, INSTITUTION agrees that it will not use Information for any purpose other than the Research contemplated in the applicable CTRF. In the event INSTITUTION determines not to perform any Research with FOREST or such services are terminated, INSTITUTION will promptly return to FOREST at FOREST’S expense any Information which FOREST may have delivered to INSTITUTION and INSTITUTION may retain one record for the purposes of complying with its obligations hereunder. At any time upon FOREST’S written request, INSTITUTION shall promptly return to FOREST at FOREST’S expense any and all Information furnished to INSTITUTION under this Agreement. Subject to INSTITUTION’S publication rights as set forth in Section 9, all Information, original or copies, is the sole property of FOREST and can be regained by provisional injunction.

c. INSTITUTION also agrees to reveal the Information only to those INSTITUTION employees who for the purpose stated above must be granted access to the Information, and INSTITUTION agrees to obligate all such employees to hold the said Information in confidence to the same extent as INSTITUTION is obligated to hereunder. Except as required by law, including, but not limited to, the Texas Open Records Act, neither party shall disclose the existence of this Agreement or the fact that INSTITUTION is assisting FOREST and that INSTITUTION is having access to certain Information, and each party agrees that it shall not use the name of the other party in any publicity or advertising without the other party’s prior written approval.

d. INSTITUTION acknowledges that monetary damages calculated at law would not be adequate remedy for the breach by INSTITUTION of any confidentiality provision hereof and that FOREST is entitled to injunctive or other appropriate equitable relief in the event of any such breach. The obligations of this Section 6 shall survive for the longer of: (a) a period of five years following the termination or expiration of this Agreement or (b) the termination or expiration of the applicable CTRF.

e. INSTITUTION acknowledges that FOREST reserves the right to disclose the nature of the relationship contemplated by this Agreement including details pertaining to compensation, payments, and other information as deemed relevant by FOREST, without prior notification to or authorization by INSTITUTION. FOREST understands and agrees that such disclosures shall not contain any endorsements or advertisements or language that would imply any endorsements or advertisements.
7. **ABSENCE OF DEBAMENT**

INSTITUTION represents that (a) it has not been, and will not in any capacity knowingly use the services of anyone to perform services in connection with any Clinical Trial performed pursuant to this Agreement, including faculty, agents, and employees of INSTITUTION and INSTITUTION’s affiliates participating in the Study, the participating Principal Investigator(s), and any third parties with whom INSTITUTION may contract, who has been, (i) debarred, disqualified or banned from conducting clinical studies under the Generic Drug Enforcement Act of 1992, as amended (“GDEA”) or (ii) excluded, debarred, or suspended from participation in, or is otherwise ineligible to participate in, any Federal health care program or Federal procurement or non-procurement program; (b) to the best of INSTITUTION’S knowledge neither it, nor any person or entity it utilizes to perform services pursuant to this Agreement, is the subject of any pending action, suit, claim, investigation, or proceeding that could render it or such person or entity ineligible to participate in any Federal health care program or in any Federal procurement or non-procurement program, including pursuant to section 306 of the United States Food Drug and Cosmetic Act, 21 U.S.C. § 335a; and (c) neither it, nor any person or entity it utilizes to perform services pursuant to this Agreement, has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a) or is otherwise related to the provision of healthcare items or services, and to the best of its knowledge neither it nor any such persons and entities are the subject of any such pending action, claim, investigation, or proceeding.

INSTITUTION agrees to inform FOREST in writing immediately of any debarment, exclusion, suspension, conviction, or other event that makes INSTITUTION, or any person or entity it utilizes to perform services pursuant to this Agreement, ineligible to participate during the term of this Agreement in Federal health care programs or in Federal procurement or non-procurement programs, or of any action, suit, claim, investigation, proceeding, or proposed or pending exclusion, debarment, or suspension of which it becomes aware that could render it or such persons or entities ineligible to participate in any Federal health care program or in Federal procurement or non-procurement programs.

INSTITUTION will use reasonable efforts in accordance with its policies and practices to ensure persons or entities it utilizes to perform services pursuant to this Agreement are not excluded, debarred, or suspended from participation in, or otherwise ineligible to participate in, any Federal health care program or Federal procurement or non-procurement program.

FOREST reserves the right to screen INSTITUTION and any person or entity it utilizes to perform services pursuant to this Agreement against applicable lists of individuals and entities excluded, debarred, suspended from or otherwise ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

8. **FAIR MARKET VALUE**

FOREST and INSTITUTION agree that the amount of compensation payable to INSTITUTION for the performance of Clinical Trials reflects the fair market value of the services being performed.

INSTITUTION and Principal Investigator acknowledge and confirm that INSTITUTION and Principal Investigator have been selected to participate in this Study because of their experience in the relevant subject matter and not, in any way, as an inducement to, or in return for prescribing, purchasing, using, recommending preferential formulary status, for dispensing of any FOREST product. The parties agree that the payments provided under this Research Agreement are consistent with arm’s length transactions, and are not in exchange for any agreement by INSTITUTION or Principal Investigator, whether express or implied, to prescribe, use or recommend the prescription or use of any FOREST product.
9. PUBLICATION/PRESENTATIONS

a. The INSTITUTION and its investigators shall be free to publish papers and to make presentations dealing with the final results of the Clinical Trials or Research sponsored under this Agreement subject to the following limitations:

(1) such publication shall not disclose any of FOREST’S information delivered to INSTITUTION by FOREST without the written consent of FOREST;

(2) the INSTITUTION shall send FOREST a copy of any such proposed publication 30 days prior to submission for publication, and FOREST will have the right to review and comment upon the publication in order to protect FOREST’S Information. FOREST will notify INSTITUTION in writing within 30 days of receipt of the proposed publication whether the proposed publication contains Information, or Information that if published would have an adverse effect on a FOREST patent application. In any such notification, FOREST will indicate with specificity to what manner and degree INSTITUTION may disclose said Information. INSTITUTION will have the final authority to determine the scope and content of any publication, provided that such authority shall be exercised with reasonable regard for the commercial interests of FOREST.

(3) the INSTITUTION shall not disclose to any third party, prior to the submission to FOREST as referenced above, any data, results, discoveries, or inventions arising from the Clinical Trial Research study;

(4) the INSTITUTION shall, upon FOREST’S written request, delay publication for 30 days while FOREST files applications for patents or other registrations of intellectual property rights; and

(5) INSTITUTION agrees to give due consideration to comments provided by FOREST.

b. Any papers published will give appropriate recognition to support received from FOREST. If a particular study is part of a multicenter study, the INSTITUTION and the Principal Investigator for such study agree that the first publication of the results for such study shall be made in conjunction with the presentation of a joint, multicenter publication of the study results; but in no event shall INSTITUTION be so restricted after the expiration of 18 months from the completion of INSTITUTION’S performance of the Clinical Trial.

10. ACCESS TO INSTITUTION

During the term of this Agreement, and upon written request, INSTITUTION will provide FOREST access to INSTITUTION and will reasonably work with INSTITUTION’S affiliated hospitals to provide FOREST access to its affiliated hospitals and its affiliated physicians and health care providers from time to time during the term hereof. INSTITUTION agrees to provide all reasonable personnel, facilities and resources, as required to accomplish Principal Investigator’s responsibilities under this Agreement and the Protocol(s). INSTITUTION shall arrange for the availability of a study coordinator qualified by training and/or experience to manage all administrative functions at INSTITUTION, including, but not limited to, meeting with FOREST representatives at regular intervals upon written request. If a study coordinator is not available at INSTITUTION, then the Principal Investigator shall assume these responsibilities. FOREST understands and agrees that any right of access to INSTITUTION’S facilities under this Agreement shall be subject to INSTITUTION’S reasonable policies for purposes of confidentiality, safety, and security. FOREST also agrees to comply with INSTITUTION’S premises rules that are generally applicable to all persons at INSTITUTION’S facilities.
11. **FINANCIAL DISCLOSURE**

   a. **INSTITUTION** shall require:

   (1) Principal Investigator to complete and return to FOREST in a timely manner, financial certification or disclosure forms, as applicable, provided to Principal Investigator by FOREST;

   (2) Principal Investigator to complete and return to FOREST, all disclosure updates, as so instructed by FOREST, for the duration of the Clinical Trial, and for one year thereafter;

   (3) All sub-investigators, as listed on Form FDA 1572, to complete and return all applicable financial certification/disclosure forms.

12. **PERFORMANCE PERIOD**

   Each Research program will be initiated and completed by FOREST and INSTITUTION within the dates, and shall include the number of subjects as set forth in the applicable CTRF. In the event that the Research is not completed within the specified period, FOREST may, at its sole option, extend the period by written notification to the INSTITUTION.

13. **RECORDS RETENTION/TRANSFER**

   Records and documents pertaining to the conduct of a Clinical Trial, including case report forms, source documents, consent forms, regulatory documents, clinical laboratory results or reports (including, but not limited to all local and central laboratory results and ECG reports), and medication inventory records in all formats (including, but not limited to, written, electronic, magnetic, and optical records, and scans, x-rays, and electrocardiograms) must be retained by the INSTITUTION (at FOREST’s sole expense) for a period of at least fifteen (15) years after Research completion, unless local regulations or INSTITUTION’s policies require a longer retention period or otherwise notified in writing by the FOREST (again, at FOREST’s sole expense). A record retention fee shall be negotiated by the parties and included in the applicable CTRFs.

   No Clinical Trial records shall be destroyed without notifying FOREST and giving FOREST the opportunity to arrange long term storage for such Clinical Trial records or authorizing in writing the destruction of records after the required retention period.

   The INSTITUTION must permit access to any documentation relating to the Clinical Trial upon request of FOREST or applicable regulatory authorities. If the INSTITUTION for any reason withdraws from the responsibility of keeping the Clinical Trial records, custody must be transferred to a suitably qualified and responsible third party. FOREST must be notified in writing of the name and address of the new custodian in advance of the transfer.

14. **NO SUB-STUDIES**

   INSTITUTION and the participating investigators may not use the data obtained from a Clinical Trial to conduct any sub-studies or other studies not contemplated by such Clinical Trial’s Protocol without the prior written consent of FOREST.

15. **PERIODIC REPORTS**

   Where provided for in a Protocol, INSTITUTION shall keep FOREST advised of the status of each Clinical Trial via periodic reports. If required by FOREST, INSTITUTION shall also submit to FOREST a final report of each Clinical Trial.
16. INTELLECTUAL PROPERTY

a. Subject to INSTITUTION’S publication rights as set forth in Section 9, INSTITUTION acknowledges that it has no proprietary rights or interests in or to the study drug, as defined in the CTRF, hereinafter the “Study Drug”, or to any data or study results given to INSTITUTION or Principal Investigator by FOREST or to any use or application of any of the foregoing, all of which are the sole property of FOREST.

b. In the event the Study Drug is Escitalopram (Lexapro™) or Citalopram (Celexa™), this shall also include the racemate and enantiomer forms and intermediates used in the production of either form.

c. INSTITUTION shall promptly disclose to FOREST all results, ideas, discoveries, inventions or other works which may be made, authored or conceived by INSTITUTION or Principal Investigator as a result of performing the Research contemplated hereby (collectively, the "Inventions"). INSTITUTION agrees to assign to FOREST, its successors and assigns, all its right, title and interest in and to any Inventions created or conceived during the course of the Research under this Agreement by INSTITUTION, to any patents (both United States patents and any foreign counterpart patents), and all divisions, reissues, continuations and extensions thereof, to be held and enjoyed by FOREST, its successors, assigns or other legal representatives, to the full end of the term for which such patents may be granted as fully and entirely as the same would have been held and enjoyed by INSTITUTION if this assignment had not been made. INSTITUTION agrees to sign and execute any further documents or instruments (including any necessary assignments), at FOREST’S expense, which may be necessary, lawful, and proper in the prosecution of applications for any patents or in the preparation and prosecution of any continuing, continuation-in-part, substitute, divisional, renewal or reissue applications, or in any amendment, extension, or interference proceedings, or otherwise to secure title in FOREST. INSTITUTION further agrees to provide to FOREST or FOREST’S authorized attorneys, agents or representatives reasonable assistance, including the execution and delivery of such further documents or instruments as FOREST may reasonably request and at FOREST’S expense, as necessary for FOREST to perfect its right to file, prosecute, maintain and enforce patent applications and patents or otherwise to perfect its ownership of Inventions.

17. LAWS AND REGULATIONS

a. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas without giving effect to its principles of conflicts of law. FOREST will cooperate with INSTITUTION in complying with any applicable federal, state and local laws, regulations and policies governing research.

b. Without limiting the generality of the foregoing, INSTITUTION shall be responsible for obtaining all IRB or subject consents which may be required under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder, or under comparable legislation, to the extent required for the publication of the results of the Clinical Trial as contemplated hereby or the use thereof by FOREST in connection with seeking regulatory approval of or the marketing, sale and distribution of the Study Drug.

c. The INSTITUTION shall perform the Research in conformance with generally accepted standards of good clinical practice, with the Protocol, and with all applicable local, state, federal and foreign laws and regulations governing the performance of clinical investigations, including but not limited to, the Federal Food, Drug and Cosmetic Act, regulations of the FDA including 21 CFR Part 54 relating to Financial Disclosure by Clinical Investigators [if applicable], and those of comparable foreign agencies and regulations of the FDA and comparable foreign agencies, and the privacy rule issued under HIPAA. To the extent required by the privacy regulations issued pursuant to the HIPAA, 45 C.F.R. Parts 160 & 164, FOREST agrees that it will appropriately safeguard protected
health information ("PHI"). As used in this Agreement, PHI shall have the meaning of that term as defined in the HIPAA privacy regulations.

18. NOTICES

All communications, reports, and notices required or permitted hereunder shall be deemed sufficiently given if in writing and personally delivered or sent by registered mail, postage prepaid, return receipt requested, addressed to the parties as follows or at such other address as a party shall have given notice of pursuant hereto:

**If to FOREST:**
Robert Exner, MBA
Director, Contracts Management
FOREST Research Institute
Harborside Financial Center
Plaza V
Jersey City, NJ 07311

Phone 201-427-8073
Fax: 201-427-8100

**If to INSTITUTION:**

Notices shall be sent to the Institutional contacts listed on Attachment B.

19. INDEMNIFICATION

a. FOREST agrees to indemnify and hold harmless the Principal Investigator, the INSTITUTION, SYSTEM, BOARD, officers, agents and employees from any and all expenses, liability, loss or damage suffered as the result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including, but not limited to, the use by FOREST of the results obtained from the activities performed by INSTITUTION under this Agreement; provided, however, that FOREST shall not be responsible for any liability, loss or damage rising out of:

   (1) failure to adhere to the terms of the Protocol or FOREST'S written instructions relative to the use of the Study Drug or the conduct of the Clinical Trial;
   (2) failure to comply with any applicable FDA or other government requirements with respect to the studies at the facilities of INSTITUTION;
   (3) negligence or willful misconduct by INSTITUTION, officers, agents and employees

b. FOREST agrees to provide the reasonable costs of medical treatment required by any participant in the activities contemplated by the Protocol for any illness or condition caused by or derived from FOREST'S Study Drug or the Protocol for its use and administration; provided that FOREST shall not be responsible for such costs arising from any matter as set forth in subclauses (1), (2), and (3) of the preceding paragraph.

c. INSTITUTION agrees to give FOREST prompt notification of any claim as to which indemnification may be sought hereunder. Subject to the statutory duties of the Texas Attorney General, FOREST shall have the right to defend any such claim with counsel of its choice, and INSTITUTION shall fully cooperate in the investigation and defense of any such claims.

d. FOREST shall ensure that the INSTITUTION is kept currently informed about adverse events and the safe use of the Study Drug as required under 21 CFR 312.55. The INSTITUTION shall comply with its reporting obligations under 21 CFR 312.66.
INSTITUTION and FOREST will promptly notify each other upon identifying any aspect of a Protocol, including information discovered during site monitoring visits, or the study Clinical Trial results that will or is likely to:

(1) adversely affect the safety, well-being, or medical care of current or former study subjects patients, or
(2) adversely affect the willingness of study subjects patients to continue participation, or
(3) adversely influence the conduct of the Clinical Trial study, or
(4) alter the IRB’s approval to continue the Clinical Trial study.

INSTITUTION shall promptly notify the IRB of any such events. When study subject patients’ safety or medical care is likely to or will be directly and materially affected by such findings, then notwithstanding any other provision of this Agreement, INSTITUTION will notify study subjects patients in accordance with its IRB policies and send study subjects a written communication about the results.

20. INSURANCE

FOREST shall have sufficient liability insurance and other adequate forms of protection, to satisfy the indemnification obligations set forth in the Agreement.

21. TERMINATION OF THIS AGREEMENT

a. This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

b. Any termination of this Agreement, shall be without penalty or liability and Sections 9 (Publications), 16 (Intellectual Property) and 6 (Confidentiality) shall survive any termination or expiration of this Agreement, as well as any other rights and obligations that by their intent or meaning are intended to so survive.

c. Any active Clinical Trial shall continue until completion or until terminated in accordance with Section 22 (Termination of a Clinical Trial) herein.

d. No termination hereunder shall constitute a waiver of any rights or causes of action that either party may have based upon events occurring prior to the termination date.

22. TERMINATION OF A CLINICAL TRIAL

a. Each Clinical Trial conducted hereunder shall continue until completion of such Clinical Trial or until such Clinical Trial is sooner terminated or suspended as provided for in the Protocol, or until the Clinical Trial is terminated early as follows:

(1) By FOREST, with or without cause, effective as of such date as FOREST may specify in such written notice (which shall not be less than thirty (30) days prior notice) to INSTITUTION;

(2) By INSTITUTION, either (i) if it believes such termination is necessary to protect the best interests of the Clinical Trial subjects, or (ii) for a breach by FOREST of any of its material obligations under such Clinical Trial hereof by FOREST, which breach is not cured by FOREST within thirty (30) days following receipt of written notice thereof from INSTITUTION.

(3) By either party for any safety concerns upon 10 days prior written notice to the other party.

b. Upon receipt of notice of any termination of any Clinical Trial, all further enrollment in such Clinical Trial shall cease and the parties will confer promptly to determine an appropriate phase-
out for subjects already enrolled in such Clinical Trial. INSTITUTION shall cooperate in any transitional activities reasonably requested by and paid for by FOREST.

c. In the event that a Clinical Trial terminates prematurely in accordance with this section, the amount due INSTITUTION for such Clinical Trial, unless otherwise specifically provided otherwise in the CTRF, shall be determined as follows: based on the number of completed subjects for whom duly completed case report forms are received by FOREST and the cost of the procedures covered by the Clinical Trial budget for each such subject, a total amount due by FOREST shall be determined. If that amount exceeds the payments made by FOREST through such early termination date, FOREST shall promptly pay the difference; if it is less than the payments made by FOREST through such date, INSTITUTION shall promptly refund the difference to FOREST.

d. Notwithstanding the foregoing, FOREST shall have no obligation to make any final payment on account of early termination, unless and until (a) INSTITUTION shall have provided a reconciliation of all Study Drug supplies received, dispensed, used by, and returned to it, and FOREST has received, at FOREST'S expense, all returned and unused Study Drug supplies, (b) duly completed case report forms have been received by FOREST for all subjects participating in the Clinical Trial, and (c) all other close-out processes are completed.

e. Any termination of a Clinical Trial hereunder, that is made in accordance with the terms of this section shall be without penalty or liability. No termination hereunder shall constitute a waiver of any rights or causes of action that either party may have based upon events occurring prior to the termination date.

23. ENTIRE AGREEMENT

a. This Agreement, including all appendices and attachments referenced herein, shall be the complete Agreement of the parties hereto and shall supersede all prior agreements and understandings, oral or written, between the parties respecting the subject matter hereof.

b. In the event terms or conditions in a study-specific CTRF and this Agreement are inconsistent or vary, the terms of the CTRF shall govern, if and only if, Section 5 of the CTRF is completed and properly approved.

24. ASSIGNMENTS

This Agreement, and any individual CTRF, and all rights and obligations hereunder may not be assigned by INSTITUTION without the express written consent of FOREST.

25. CHANGES

a. Any modification to this Agreement must be in writing, signed by both parties, and identified as an "Amendment" to this Agreement.

b. For any individual CTRF, FOREST or INSTITUTION may, at any time, in writing to each other, suggest, and by mutual agreement, make changes within the general scope of the work, including but not limited to (a) revising or adding to the work or deleting portions thereof, (b) revising the period or schedule of performance, or increasing or decreasing the total cost. Upon receipt of such notice of change and their mutual agreement thereto, the parties shall immediately use their best efforts to take all necessary steps to comply therewith.

c. In addition, the INSTITUTION will communicate to the SPONSOR in writing, any changes to the INSTITUTION's payee name, payee address, tax identification number, corporate address, corporate name, or the Principal Investigator. Any such notification shall be written on the INSTITUTION's letterhead and must be signed by the INSTITUTION official who signs this Agreement on behalf of the INSTITUTION.
26. **DELIVERY TO FOREST OF UNUSED MATERIALS**

Within thirty (30) days following termination or completion of any Clinical Trial, all unused compounds, Study Drugs, devices, case reports, whether or not completed, and other related materials that were furnished to the INSTITUTION by or on behalf of FOREST shall be returned to FOREST at FOREST’S expense.

27. **USE OF DRUGS and/or CHEMICALS**

If drugs and/or chemicals are supplied by FOREST and if requested by INSTITUTION, FOREST agrees to accept unused portions of drugs and/or chemicals supplied by FOREST under a CTRF, including the containers in which the drugs and/or chemicals are shipped, provided that said drugs and/or chemicals and containers are properly labeled by INSTITUTION upon the return to FOREST. Further, for each drug and/or chemical supplied under this Agreement or CTRF, FOREST agrees to furnish INSTITUTION with sufficient information in its possession to permit reasonable interpretation of the results obtained in the Research described herein and to identify precautions needed to help protect the health and safety of personnel using the drugs and/or chemicals. FOREST agrees to indemnify and hold harmless the Principal Investigator, the INSTITUTION, SYSTEM, BOARD, officers, agents and employees from any and all injury, according to the terms of Section 19.

28. **INDEPENDENT CONTRACTOR**

INSTITUTION and FOREST shall be deemed independent contractors and this Agreement shall not be deemed to create any relationship of employment, partnership, joint venture or agency.

29. **NO IMPLIED RIGHTS**

a. No right or license is granted under this Agreement by either party to the other either expressly or by implication, except those specifically set forth herein. Nothing contained within this Agreement shall impose an obligation of exclusivity on one party by the other.

b. Both parties reserve the right to enter into and participate in other activities (either alone or with a third party) including, but not limited to, clinical trials and sponsored research projects.

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FOREST RESEARCH INSTITUTE, INC.

By: [Signature]

Marco Taglietti, MD
President of FRI

Date: 24 MAR 2011

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER

By: [Signature]

Connie Sutton
Director, Office of Pre-Award Services

Date: 3/28/2011

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By: [Signature]

Debra K. Campbell
Contracts Director

Date: 3/29/11

THE UNIVERSITY OF TEXAS AT AUSTIN

By: [Signature]

Bill Catlett
Director, Office of Industry Engagement

Date: 12 APR 11

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: [Signature]

Jane A. Youngers
Assistant Vice President for Research

Date: 4-1-11

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

By: [Signature]

Cheryl L. Anderson
Director, Research Grants and Contracts

Date: 3/30/11

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: [Signature]

Connie J. Barton, CRA
Associate Director, Office of Sponsored Programs

Date: 3/31/11

Attachment A – Sample Clinical Trial Request Form
Attachment B- Addresses and Relevant Contact Information for Each UT System Member Institution
ATTACHMENT A: Clinical Trial Request Form

Name of INSTITUTION

This Clinical Trial Request Form shall be binding upon the undersigned upon its execution by the duly authorized representatives of the parties as of the day and year first written. It is subject to the terms of the Master Research Agreement. The Master Research Agreement is on file with INSTITUTION and FOREST.

1. CLINICAL TRIAL-RELATED INFORMATION

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Investigator:</td>
</tr>
<tr>
<td>Study Drug:</td>
</tr>
<tr>
<td>Study Number:</td>
</tr>
<tr>
<td>Protocol Title:</td>
</tr>
</tbody>
</table>

| Is This a Multi-Center Trial? [Yes or No]: |
| Clinical Trial Dates |
| Initiation: |
| Completion: |

Number of Patients To Be Completed: Sample

2. DEFINITIONS

| Randomized Patient |
| Non-randomized Patient |

3. EARLY TERMINATION

In addition to the rights of termination permitted by the Master Research Agreement:

a. The project may be terminated early by FOREST if INSTITUTION does not enroll qualified patients for a period of XXX weeks. Such termination shall be effective immediately upon receipt of notice.

b. This project may be terminated early when enrollment of the total target number of XXX randomized patients is complete, FOREST will notify those sites that have not enrolled their total number of patients in writing to stop enrolling patients. FOREST will determine amounts due based on milestones and work completed in accordance with Appendix A and the Protocol for all patients enrolled up to and including the date that sites received such notice.
c. The project may be terminated early if INSTITUTION'S screen failure rate falls below xxx screened patients per xxx randomized patients. FOREST will make [no payments for screen failures or will pay for screen failures in accordance with Appendix A].

4. NOTICE

Any notice required or permitted hereunder shall be in writing and shall be deemed given as of the date if it is (A) delivered by hand or (B) sent by registered or certified mail, postage prepaid, return receipt request, and addressed to the party to receive such notice at the address set forth below, or such other address as is subsequently specified in writing, as well as any persons so designated under the Master Research Agreement itself:

**If to INSTITUTION:**
**For Medical / Technical Matters:**
For Contract Matters:
See Attachment B

**If to FOREST:**

XXXXX  
Forest Research Institute, Inc.  
Harborside Financial Center  
Plaza V  
Jersey City, NJ 07311

**With a copy to:**

Insert Contracts Manager’s Name  
Forest Research Institute, Inc.  
Harborside Financial Center  
Plaza V  
Jersey City, NJ 07311

5. MODIFICATIONS AND ADDITIONAL TERMS FOR THIS CLINICAL TRIAL: NOTE: This Section 5 supersedes any conflicting provisions of the Master Research Agreement and must be approved in writing by INSTITUTION. The parties agree and acknowledge that this Section 5 will only be used for study specific revisions on a study-by-study basis. The parties further agree and acknowledge that this Section 5 is not intended to be used to revise terms or conditions that are applicable to all study(s) and that, in such cases, the Master Research Agreement will be duly revised to include such revisions and agreed to by the parties.

6. COST AND PAYMENT

Payment shall be made to the INSTITUTION according to Appendix A appended hereto and incorporated herein by reference. All costs outlined on Appendix A shall remain firm for the duration of the Research, unless otherwise agreed to in writing by the INSTITUTION and FOREST.
In Witness Whereof, the parties hereto have executed this Clinical Trial Request Form in duplicate by proper persons thereunto duly authorized.

**INSTITUTION**

**SAMPLE**

By ___________________________

(signature)

______________________________

(print or type name)

Title: ___________________________

Date: ___________________________

**FOREST RESEARCH INSTITUTE, INC.**

A SUBSIDIARY OF FOREST LABORATORIES, INC.

**SAMPLE**

By ___________________________

(signature)

______________________________

(print or type name)

Title: ___________________________

Date: ___________________________

**PRINCIPAL INVESTIGATOR**

I have read this Clinical Trial Request and the attached copy of the Master Research Agreement, and understand my obligations hereunder:

**SAMPLE**

By ___________________________

(signature)

______________________________

(print or type name)

Title: ___________________________

Date: ___________________________
APPENDIX A
Budget and Payment Schedule

PAYMENT INFORMATION:

Study #:
Study Title:

Effective Period  From: To:

Institution:
Investigator:

Payee:
Tax ID:
Mailing Address for checks:

PAYMENT TERMS:

Per-Patient Costs. In no event shall the cost to the FOREST under this Agreement exceed $XXXX per completed patient without the prior written consent of FOREST. The total projected number of completed patients is XX. The rate of payment for patient visits is as follows:

$ (includes overhead and patient stipend)

<table>
<thead>
<tr>
<th>Visit No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

- Qualification for a visit payment: Completion of all procedures in the Protocol for that visit.
- FOREST will make an initial payment of $XXXX upon contract execution and approval of the protocol by the IRB whichever is the last to occur.
Every two months, the FOREST will make interim payments equal to 85% of the amount earned for patient visits. The initial payment will be deducted from the first interim payment.

The final payment will be based on all work completed in accordance with the study protocol and will be made upon satisfactory completion of all work for closeout of the study. The final payment will include payments for non-enrolled patients in accordance with the schedule below. In the event that the scheduled payments made by FOREST exceed the amounts due hereunder, INSTITUTION will promptly refund any such excess to FOREST.

**Non-Enrolled Patients.** Per the definitions in Section 2 of this CTRF, FOREST will pay for a maximum of one non randomized patient for each randomized patient according to the following rates:

<table>
<thead>
<tr>
<th>Qualification for payment</th>
<th>Amount paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discontinued for any reason during visit 1</td>
<td></td>
</tr>
<tr>
<td>Completed Visit 1 but discontinued for any reason during visit 2</td>
<td></td>
</tr>
</tbody>
</table>

**Advertising Costs.** FOREST will reimburse INSTITUTION up to $XXXX of out-of-pocket advertising / patient recruitment costs. To be considered for payment INSTITUTION will submit invoices and supporting documentation to FOREST. Advertising expenses must be invoiced without mark-up or overhead. FOREST will pay properly documented invoices within 40 days of receipt.

**Laboratory Costs.** A fee for specimen collection and processing is included in the budget for per-patient costs. A central laboratory will be utilized for specimen testing.

**IRB Costs.** FOREST will pay invoices for IRB costs within 40 days of receipt. Documentation to support invoiced charges must accompany all invoices.
**ATTACHMENT B**

**ADDRESSES AND RELEVANT CONTACT INFORMATION FOR EACH U.T. SYSTEM MEMBER INSTITUTION**

<table>
<thead>
<tr>
<th>Jane A. Youngers</th>
<th>Cheryl L. Anderson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Vice President for Research</td>
<td>Director, Research Grants and Contracts</td>
</tr>
<tr>
<td>The University of Texas Health Science</td>
<td>The University of Texas Southwestern</td>
</tr>
<tr>
<td>Center at San Antonio</td>
<td>Medical Center at Dallas</td>
</tr>
<tr>
<td>7703 Floyd Curl Drive, Mail Code 7828</td>
<td>5323 Harry Hines Blvd.</td>
</tr>
<tr>
<td>San Antonio, TX 78229-3900</td>
<td>Dallas, TX 75390-9016</td>
</tr>
<tr>
<td>phone: 210-567-2340</td>
<td>phone: 214-648-6449</td>
</tr>
<tr>
<td>fax: 210-567-2344</td>
<td>fax: 214-648-3362</td>
</tr>
<tr>
<td>Tax ID: 74-1586031</td>
<td>Tax ID: 75-6002868</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Debra Campbell</th>
<th>Conna Sutton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracts Director</td>
<td>Director, Office of Pre-Award Services</td>
</tr>
<tr>
<td>The University of Texas Health</td>
<td>The University of Texas Health Science</td>
</tr>
<tr>
<td>Science Center at Houston</td>
<td>Center at Tyler</td>
</tr>
<tr>
<td>P.O. Box 20036</td>
<td>11937 U.S. Hwy. 271</td>
</tr>
<tr>
<td>Houston, TX 77225</td>
<td>Tyler, TX 75708-3154</td>
</tr>
<tr>
<td>phone: 713-500-3094</td>
<td>phone: 903-877-7585</td>
</tr>
<tr>
<td>fax: 713-500-0355</td>
<td>fax: 903-877-7558</td>
</tr>
<tr>
<td>Tax ID: 74-1761309</td>
<td>Tax ID: 75-600-1354</td>
</tr>
<tr>
<td>Overnight address is:</td>
<td></td>
</tr>
<tr>
<td>7000 Fannin Street, Suite 1006</td>
<td></td>
</tr>
<tr>
<td>Houston, TX 77030</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Susan E. Ramsey</th>
<th>Bill Catlett</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager of Research Operations</td>
<td>Director</td>
</tr>
<tr>
<td>The University of Texas</td>
<td>Office of Industry Engagement</td>
</tr>
<tr>
<td>Medical Branch at Galveston</td>
<td>The University of Texas at Austin</td>
</tr>
<tr>
<td>The Office of Sponsored Programs</td>
<td>P.O. Box 7726</td>
</tr>
<tr>
<td>301 University Boulevard</td>
<td>Austin, Texas 78713-7726</td>
</tr>
<tr>
<td>440 Rebecca Sealy Hospital</td>
<td></td>
</tr>
<tr>
<td>Galveston, TX 77555-0156</td>
<td>Overnight address:</td>
</tr>
<tr>
<td>phone: 409-266-9413</td>
<td>North Office Bldg A (NOA)., Suite 5.300</td>
</tr>
<tr>
<td>fax: 409-266-9469</td>
<td>101 E. 27th Street</td>
</tr>
<tr>
<td>Tax ID: 74-6000949</td>
<td>Austin, Texas 78712</td>
</tr>
<tr>
<td></td>
<td>Phone: 512-471-3866</td>
</tr>
<tr>
<td></td>
<td>Fax: 512-471-7839</td>
</tr>
<tr>
<td></td>
<td>Tax ID: 74-600023</td>
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</tbody>
</table>