MASTER CLINICAL TRIAL AGREEMENT
(Sponsor-initiated Studies)

This Agreement is entered into as of this 16th day of March, 2009 (the "Effective Date"), by and between

The University of Texas Health Science Center at San Antonio, The University of Texas Health Science Center at Houston, The University of Texas Southwestern Medical Center at Dallas, The University of Texas Medical Branch at Galveston, The University of Texas Health Science Center at Tyler and The University of Texas at Austin, (each an "Institution"), each with an office and place of business as set forth on Exhibit 1 hereto and each a member institution of The University of Texas System located at 201 West 7th Street, Austin, Texas 78701

and

Hoffmann-La Roche Inc. and Roche Laboratories Inc. with their offices and places of business located at 340 Kingsland Street, Nutley, New Jersey 07110 (each referred to as "Roche").

WHEREAS, Institution possesses certain expertise in the field of pharmaceutical clinical and related research and evaluation of such research; and

WHEREAS, Roche is interested in engaging Institution in order to obtain the benefit of such expertise with respect to research and development projects being conducted by Roche into the clinical development, effectiveness and efficiency of various pharmaceutical compounds or products being developed by Roche;

NOW, THEREFORE, in consideration of the premises and undertakings set forth herein, Institution and Roche agree as follows:

The purpose of this Agreement is to establish an on-going arrangement between Roche and Institution for the conduct at Institution of one or more clinical studies and to set forth the terms and conditions under which each agreed upon study will be conducted. This Agreement pertains only to clinical trials initiated by Roche and to be performed under protocols developed by Roche. In addition, while this Agreement creates certain obligations between the parties, it does not obligate Roche to engage Institution to conduct any specific clinical study, nor does it obligate Institution to conduct any specific clinical study, and any studies to be performed under this Agreement will be subject to the mutual agreement of the parties. Moreover, this Agreement does not contemplate that Institution will hold, and Institution will not hold, the IND for any study under this Agreement.

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Term: Expires March 16, 2014. Confidentiality: 5 Years for Phases III and IV; 7 years for Phases I and II

PD-193-09
1. **Work Orders**

   (A) Whenever Roche desires Institution to perform clinical research on an identified pharmaceutical compound to be provided by Roche (the "Compound"), Roche will provide a copy of the study protocol to Institution, and Roche and Institution shall agree on (a) a budget setting forth the cost for all the activities described in the study protocol and the payment terms (the "Budget"), (b) a designated Principal Investigator, and (c) a study schedule for the clinical study to be performed pursuant to the study protocol (the study protocol and these other items are collectively referred to as the "Study").

   (B) For each Study in which Institution agrees to participate, a Work Order, in the form attached hereto as Attachment A, shall (a) be prepared by Roche, (b) have attached to it as Schedule 1 thereto an originally executed Principal Investigator Certification, (c) have attached to it as Schedule 2 thereto a copy of the subject Study protocol (the "Protocol"), and (d) be executed by both Roche and Institution. Each Work Order shall be subject to the terms of this Agreement and will be deemed to incorporate by reference the terms of this Agreement, and an executed Work Order, along with this Agreement, will constitute the agreement of the parties with respect to that Study. Accordingly, each Work Order will be an independent agreement and will stand alone with respect to this Agreement and any other Work Order. If any term of a Work Order conflicts with any term of this Agreement, the terms of this Agreement will govern and control except in cases where the Work Order expressly states that it amends this Agreement for a specific Study and such Work Order is also reviewed, approved, and initialed by the Office of General Counsel of The University of Texas System. If any term of a Work Order conflicts with any term of the Protocol, the terms of the Work Order will govern and control.

2. **Affiliates**

   (A) An Affiliate of Roche may engage in activities that are subject to the terms and conditions of this Agreement by entering into a Work Order hereunder, in which event the Affiliate of Roche executing such Work Order shall be solely responsible for all obligations of Roche hereunder, with respect to the Protocol defined in the Work Order. Each Work Order executed hereunder shall be a separate agreement between the parties that execute it, and Roche shall not be deemed to be a guarantor of, or otherwise responsible for, any obligation of its Affiliate arising in connection with a Work Order executed by such Affiliate.

   (B) For purposes of this section and this Agreement, the term "Affiliate" shall mean:

   a) an organization, which directly or indirectly controls a party to this Agreement;
b) an organization, which is directly or indirectly controlled by a party to this Agreement; or

c) an organization, which is controlled, directly or indirectly, by the ultimate parent company of a party.

(C) “Control” as per (B)(a) to (B)(c) is defined as owning more than fifty percent of the voting stock of a company or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization. With respect to Roche, the term "Affiliate" shall not include Genentech, Inc., 1 DNA Way, South San Francisco, California 94080-4990, U.S.A. ("Genentech") nor Chugai Pharmaceutical Co., Ltd., 1-9, Kyobashi 2-chome, Chuo-ku, Tokyo, 104-8301, Japan ("Chugai"), respectively, unless Roche opts for such inclusion of Genentech and/or Chugai by giving written notice to Institution.

3. **Scope of Work**

For each Study conducted under the terms of this Agreement:

(A) Institution shall perform those research activities and tests with the Compound as described in the Protocol for the subject Study. Roche may, from time-to-time, in its sole discretion, modify the Protocol. The Institution, however, may terminate a Study if Roche makes changes to a Study (i) that are not required by applicable laws, rules or regulations and which are not approved by the Institution’s IRB, or (ii) which are not agreed to by the Institution and such changes materially increase the cost of performance of the Study by the Institution; provided, however, that the parties have entered into good faith negotiations to modify the Budget based on the changes to the Study.

(B) Institution shall comply with all the terms and requirements of the Study and Protocol, and shall not make any changes thereto, nor materially deviate therefrom in any way that could jeopardize the Study results, without the prior written consent of Roche; provided, however, that if Roche does not approve any changes required by the IRB, Institution will have the right to immediately terminate the Study, and except that Institution may deviate from the requirements of the Study and Protocol without Roche’s prior written approval in the case of a medical emergency or as otherwise necessary to protect the health, welfare, and safety of a Study subject, but in such event Institution will promptly notify Roche so that Roche can decide whether to exclude the subject from further participation in the Study or to terminate the Study. Minor deviations to Protocol requirements and/or procedures will be promptly noted by the Institution in the Study records.
(C) Institution and Principal Investigator shall perform all services for each Study in accordance with all generally accepted professional standards as applied to the monitoring and/or management of clinical trials and all reasonable efforts will be made to ensure the accuracy of all reports prepared for Roche. Institution and Principal Investigator represent that they shall perform all services hereunder in accordance with all rules and regulations promulgated by the United States Food and Drug Administration ("FDA"), including but not limited to FDA regulations relating to informed consent (currently set forth in 21 C.F.R. Part 50 et seq.) and Institutional Review Board approval of clinical investigations (currently set forth in 21 C.F.R. Part 56 et seq.), and all other applicable state and federal laws, rules and regulations.

(D) Institution shall ensure that all employees and agents of Institution who are assigned to perform services in conjunction with a Study under this Agreement ("Project Participants") are medically qualified, as appropriate to the services each is performing, and are made aware of the obligations contained in this Agreement and the applicable Work Order and are bound by such obligations.

(E) If any terms of this Agreement are in conflict with any terms of the Protocol or Study, the terms of this Agreement shall govern.

4. Payment

Payments by Roche to Institution for each Study shall be in accordance with the terms set forth on the respective Work Order (Attachment A) and Budget attached thereto as Schedule 3, and shall constitute full payment in support of the performance of the Study, and Roche shall have no other payment obligations hereunder. Such payment terms will be consistent with the principles of fair market value payments for the performance of Study-related activities and will include a reasonable overhead charge payable to Institution in conducting each Study in accordance with Exhibit 2. Roche will pay overhead on those costs identified in the Budget to cover professional fees and the use of equipment, facilities and utilities.

5. Principal Investigator

The Principal Investigator for each Study shall be agreed upon between Roche and Institution and designated on the Work Order. The Principal Investigator shall be responsible for performing the Study and the direct supervision of the Project Participants. In the event the Principal Investigator has any change in the status of his or her medical license or becomes no longer affiliated with Institution or is no longer able to perform the Study due to family, health, or medical reasons, Institution shall immediately notify Roche and Roche and Institution may mutually agree to a substitute Principal Investigator, in

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which event the Work Order shall continue in full force and effect. Institution shall use its reasonable good faith efforts to identify and find a substitute researcher who is ready, willing, and able to assume the role of Principal Investigator and complete the Study and who is acceptable to Roche. If Roche and Institution cannot agree on a substitute Principal Investigator, then either party may immediately terminate the Study in accordance with Section 11(B)(2)(a).

6. **Confidentiality**

(A) During the term of this Agreement, Institution has or will obtain certain Confidential Information, as defined in Section 6(B), either from Roche or from performing a Study.

(B) "Confidential Information" shall mean: (i) any and all information (scientific or business), data, know-how, whether written or oral, technical or non-technical, as well as tangible materials, including without limitation, samples, models, drawings, or diagrams that Institution receives from Roche pertaining to a Study hereunder; and (ii) case reports and any other data or information resulting from a Study.

(C) Except as otherwise expressly provided in this Agreement, Institution will: (i) use the Confidential Information only in connection with its performance of the applicable Study under this Agreement; (ii) treat the Confidential Information as it would its own proprietary and confidential information; (iii) disclose the Confidential Information only to Project Participants who are obligated to maintain the confidentiality of such information consistent with the confidentiality obligations hereunder and who need to know such Confidential Information because they are assisting with a Study; and (iv) take all reasonable precautions to prevent the disclosure of the Confidential Information to any third-party without the prior written consent of Roche. The foregoing confidentiality obligations and restrictions will survive for five (5) years after the expiration or termination of the applicable Work Order for a Phase III or Phase IV Study and seven (7) years after the termination of the applicable Work Order for a Phase I or Phase II Study. Notwithstanding the foregoing provisions or any other provision of this Agreement, Institution and the Project Participants will have the right to publish the results of the Study in accordance with Section 7 below.

(D) Confidential Information shall not include, and Institution will not have any limitation upon its use or disclosure of, information that: (i) was known to Institution prior to receipt hereunder as set forth in written records; or (ii) at the time of disclosure to Institution was generally available to the public, or which after disclosure hereunder, becomes generally available to the public through no fault of the Institution; or (iii) is hereafter made available to Institution from any third-party

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having a right to do so on a non-confidential basis; or (iv) is independently developed by the Institution without use of the Confidential Information.

(E) Notwithstanding any other provision of this Agreement, Confidential Information may be disclosed by Institution to the extent such information: (i) is needed for purposes of treating a subject that is participating or participated in the Study; (ii) is required to be disclosed in order to obtain informed consent from patients or subjects who may wish to enroll in a Study, provided, however, that the information will be disclosed only to the extent necessary and will not be provided in answer to unsolicited inquiries by telephone or to individuals who are not eligible Study candidates; (iii) is communicated to the Institution’s scientific and/or institutional review committees; provided, however, that the members of such Institutional committees are obligated to maintain the confidentiality of the information consistent with the terms hereof; or (iv) is required by applicable law (including statute, rule, regulation, subpoena, or governmental or judicial order) to be disclosed, but in that event Institution will give Roche prompt notice of such fact so that Roche may seek a protective order or other applicable relief concerning any such disclosure. Institution will reasonably cooperate with Roche in connection with its efforts to obtain any such order or other relief, and Institution will disclose, where disclosure is necessary, only the information legally required to be disclosed.

(F) Notwithstanding any other provision of this Agreement, if and when Confidential Information is subject to one of the exclusions set forth in Section 6(D) above or is no longer confidential as a result of an authorized publication in accordance with Section 7 below, then Institution will no longer have any restriction upon its use or disclosure of such information.

7. Publications

(A) Subject to Section 7(B) and 7(C) below, Institution (including Principal Investigator and the Project Participants) shall have the right, consistent with academic standards and in accordance with the requirements of the International Committee of Medical Journal Editors, to publish or present the results of its work performed pursuant to the Study and any background information provided by Roche that is necessary to include in any publication of Study results; provided, however, that any proposed publication or presentation (collectively “Proposed Publication”) is first reviewed by Roche in accordance with this Section 7.

(B) If the Study has been designed as a multicenter Study, Institution acknowledges that, due to the limited subject population in its treatment group, the data generated from its individual participation in the Study and evaluation of its individual results, may not be sufficient from which to draw any meaningful scientific conclusions. For
these reasons, except as provided below, Institution agrees not to individually publish or present the results it obtains from Institution’s participation in the multicenter Study unless and until a joint, multi-center publication of the Study results is published. Institution may, however, upon written notice to Roche participate in a joint, multicenter publication of the Study results with other third party principal investigators and/or institutions, provided, however, that the Proposed Publication is first reviewed by Roche in accordance with Section 7(C). If the multicenter publication has not been completed within two (2) years from the date of the completion, termination, or abandonment of the Study at all sites, then notwithstanding the foregoing, Institution may individually publish its individual results from the Study, provided, however, that the Proposed Publication is first reviewed by Roche in accordance with Section 7(C).

(C) Institution shall forward a Proposed Publication to Roche at least forty-five (45) days prior to the planned submission date. Roche shall complete its review of the Proposed Publication within forty-five (45) days after its receipt of the Proposed Publication (individual or multicenter) from Institution. If Roche believes that any Proposed Publication contains any information relating to patentable items, the disclosure of such Proposed Publication to any third party shall be delayed for up to an additional ninety (90) days to permit the filing of a patent application. However, if at the end of such ninety (90) day period, despite the use of diligent efforts on the part of Roche, additional time is necessary to complete the filing of a patent application, Roche may request, and Institution shall grant, an extension of the period of time within which to file the patent application not to exceed an additional ninety (90) days. If Roche believes that any proposed publication contains any Confidential Information (not including the results of the Study), Roche shall so notify Institution, and Institution shall remove such Confidential Information (not including the results of the Study).

(D) Institution may, without the prior approval of Roche, identify Roche as the sponsor of the Study in any publication, presentation, or posting of the results of the Study in accordance with the terms of this Agreement. In particular, Institution will have the right to acknowledge Roche’s support of the Study in scientific or academic publications and other scientific or academic communications without Roche’s prior approval.

(E) Publications and presentations made by Institution or any of its research personnel in connection with a Study shall be the property of the Institution or the individual authors, as applicable, including all rights under copyright.

(F) Roche agrees to comply with all requirements applicable to it relating to the registration of clinical trials set forth in Title VIII of the FDA Amendments Act of 2007 (Public Law 110-85). If the Study meets the definition of ‘applicable clinical trial’ as that term is defined in §801(a)(2)(j)(1)(A)(i), Roche acknowledges that it is

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the “responsible party” as that term is defined in §801(a)(2)(j)(1)(A)(ix) thereof. Roche further agrees that it complies with the requirements of the International Committee of Medical Journal Editors.

8. **Promotional Activities**

Neither party shall use the other party’s or its Affiliates’ names or trademarks for publicity or advertising purposes without the prior written consent of the other party, except to the extent such use and disclosure is reasonably necessary for (a) regulatory filings, including filings with the FDA, and (b) complying with applicable governmental regulations and legal requirements. However, notwithstanding the foregoing, Roche may use the name of Institution, Principal Investigator and/or Project Participants in Study newsletters which are sent out periodically to all Study sites to keep all principal investigators and other Study sites informed as to Study developments, the status of enrollment and other issues of general interest.

9. **Patent Rights**

(A) The Compound and all other materials supplied by Roche hereunder shall only be used by Institution for the Study as specified in the Protocol.

(B) Institution shall promptly disclose only to Roche any discovery or invention resulting from performance of a Study under this Agreement after notification of such invention or discovery is received by Institution’s Office of Technology Commercialization.

(C) Institution and Principal Investigator shall not acquire any rights of any kind whatsoever with respect to the Compound as a result of performance under this Agreement or any Study or otherwise. All inventions, discoveries and technology during the conduct of and arising from the performance of a Study under this Agreement, whether patentable or not, that are conceived by Institution and/or Principal Investigator, solely or jointly with others, shall be and remain, at all times the sole and exclusive property of Roche. Roche shall have the sole and exclusive right to obtain, at its option and sole expense, patent protection in the United States and foreign countries on any such invention, discovery or technology. Any reasonable acts necessary to assist Roche in perfecting its right to any and all inventions, discoveries and technology, including but not limited to Institution’s and Principal Investigator’s assignment to Roche of all right, title and interest in and to any invention, discovery or technology relating to the Compound, shall be performed by Institution and Principal Investigator at the sole expense of Roche. Institution and Principal Investigator represent that they have not entered, and will not enter, into any contractual agreement or relationship.
which would in any way conflict with or compromise Roche’s proprietary interest in, or rights to, any inventions, discoveries or technology existing at the time of the execution of this Agreement or arising out of or related to the performance thereunder.

(D) Institution will retain a non-exclusive, royalty-free, non-cancelable right to use any inventions, discoveries, or technology arising from a Study performed pursuant to this Agreement for its own educational and non-commercial research purposes.

(E) Institution shall ensure that all individuals working on the Study, including the Principal Investigator and Project Participants, have assigned to Institution their rights to any invention resulting from performance of this Agreement.

10. **Term**

This Agreement shall become effective on the Effective Date and shall continue in force for a period of five (5) years from the Effective Date, unless it is earlier terminated in accordance with Section 11 or mutually extended by the parties.

11. **Termination**

(A) **Termination of this Agreement.**

(1) Either party may terminate this Agreement if the other party materially breaches any of its obligations or provisions of this Agreement, provided, however, that the breaching party shall be given not less than thirty (30) days’ prior written notice of such material breach and the opportunity to cure the breach during such period.

(2) Either party may terminate this Agreement with or without cause upon ninety (90) days' prior written notice to the other party.

(3) Notwithstanding the expiration or termination of this Agreement, the performance of all services pursuant to Work Orders executed prior to the expiration or termination of this Agreement shall continue under the applicable Work Order until the services are completed, and such Work Orders shall continue to be subject to the terms of this Agreement until such Work Orders are completed or terminated in accordance with the terms therein. After expiration or termination of this Agreement, no new Work Orders shall be executed.

(4) If this Agreement is terminated by Institution pursuant to Section 11(A)(2), then Roche, in its sole discretion may specify in writing which activities and
Studies must be completed by Institution and the effective date of termination shall be extended only with respect to those activities and Studies specified by Roche until they are completed.

(B) **Termination of a Study.**

(1) Roche may terminate a Study being performed under the terms of this Agreement, or Institution’s participation in such Study, immediately, (a) in the event Institution does not enroll the specified minimum evaluable subjects per calendar quarter, or (b) in the event Roche terminates its development program relative to the Compound or the indication for the Compound specified in the Protocol.

(2) Either party may terminate a Work Order and Study immediately upon written notice to the other party for any of the following reasons:

a. if the Principal Investigator named in a Work Order becomes no longer affiliated with Institution or is no longer able to perform the Study due to family, health, or medical reasons; provided, however, that before terminating Institution will make a good faith effort to find a substitute researcher who is ready, willing, and able to assume the role of Principal Investigator and complete the Study and who is acceptable to Roche;

b. for regulatory, safety or ethical reasons, including withdrawal of the authorization or approval to perform the Study in the United States by the IRB or the FDA;

c. if animal, human and/or toxicological test results, in the opinion of either the Roche or the Institution support termination of the Study;

d. if the emergence of any adverse reaction or side effect from the Compound administered or employed in the Study is of such magnitude or incidence that, in the opinion of either the Roche or the Institution, termination is indicated;

e. in the event Roche terminates its development program relative to the Compound or the indication for the Compound specified in the Protocol;

f. in the event Institution does not enroll the specified number of evaluable subjects per calendar quarter as set forth in the Work Order; or

g. if required by any law, rule, or regulation.

(3) Either party may terminate a Work Order in the event of a material breach of the Work Order, provided, however, that that the non-defaulting party gives

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written notice of breach to the defaulting party and the breach is not cured within thirty (30) days of such written notice.

(4) Termination of a Work Order shall constitute termination of such Work Order and the corresponding Study only, and shall not affect this Agreement or any other Work Order hereunder. Upon termination of a Study, Institution shall immediately stop entering subjects into the Study and, to the extent medically permissible, cease administering the Compound and conducting procedures on subjects already entered into the Study. Institution shall immediately deliver to Roche or its designee all data generated from the Study, all clinical specimens collected under the Study to be provided to Roche under the Protocol, and the unused Compound, if any, unless otherwise instructed in writing by Roche.

(5) Institution shall use all reasonable efforts, upon the request of Roche, to (i) complete reports for all subjects that have been entered into the Study as of the termination date of this Agreement, and/or (ii) write a final report for that portion of the Study that has been completed as of the termination date. If the Study is a multicenter Study, then, upon Roche's request, Institution shall refer the subjects to other Study sites designated by Roche for continuation in the Study.

(6) Upon termination of a Study, Roche's sole obligation shall be to pay Institution a pro-rated amount, in accordance with Section 4, for actual work performed pursuant to the Study in accordance with the terms of this Agreement and the applicable Work Order, and reasonable non-cancelable expenses incurred prior to notice of termination if such expenses were contemplated within the applicable Study Budget. In the event Roche has overpaid Institution for work actually performed up to the date of the termination of the Study and/or reasonable non-cancelable expenses incurred prior to notice of termination, Institution shall refund to Roche, as soon as reasonably practicable but in no event later than sixty (60) days after termination, any amounts already paid by Roche to Institution that are in excess of what Institution is due under this Agreement for the Study which has been terminated.

(C) Termination of this Agreement or any individual Study being performed under the terms of this Agreement shall not affect any rights or remedies of either party at law or in equity.

(D) Upon the Effective Date of this Agreement, the Master Clinical Research Agreement dated May 1, 1996, by and among Roche and The University of Texas M. D. Anderson Cancer Center and various other member institutions of The University of Texas System will be deemed terminated; provided, however, that Institution shall complete any existing Studies performed pursuant to the May 1, 1996, Master Clinical Research Agreement and the terms of that Master Clinical Research Agreement.
12. **Scientific Communications**

All medical and scientific communications directed to the Institution, whether or not containing Confidential Information, shall be addressed to the Principal Investigator for each Study identified on the Work Order. All medical and scientific communications directed to Roche shall be addressed to Clinical Leader for each Study identified on the Work Order.

13. **Supply of Compound**

(A) Roche shall use reasonable efforts to provide, free of charge, necessary amounts of each Compound required for any Study being performed hereunder.

(B) Institution shall not charge any subject enrolled in the Study, or any third party payer, for the Compound or any examinations, tests or procedures required under the protocol, nor shall Institution include the cost of such drug, examination, test or procedure in any cost report to third-party payers.

(C) During the term of each Study, Institution shall maintain records of (i) the dates and quantities of the Compound received at the Study site, (ii) the names of the subjects who receive the Compound, including the date the Compound is dispensed and the amount of the Compound dispensed, (iii) the dates and amount of the Compound broken, spilled or lost, and (iv) the dates and amounts of the Compound returned to Roche.

(D) At the completion of each Study, Institution shall provide to Roche a written accounting of the quantities of the Compound used in the Study. Institution shall return to Roche or its designee any and all unused Compound for the Study unless otherwise instructed in writing by Roche.

14. **Indemnification/Reimbursement for Subject Injury**

(A) Roche shall indemnify and hold harmless Institution and The University of Texas System and their regents, and officers, Project Participants (hereinafter "Indemnities") from and against any and all liabilities, losses, damages, costs, expenses, claims, suits, and judgments including reasonable attorney fees, expert fees and costs of handling and defending such claims and suits, that are attributable to or arise from Institution's testing of the Compound pursuant to the Study or that result from the use by Roche of the results of the Study, provided, however, that the Indemnities have complied with (i) all the terms of this Agreement and the Study; (ii) all dosage and other specifications, directions and recommendations furnished in writing by Roche for the use and administration of the Compound; and (iii) all FDA
and other applicable laws, rules and regulations. However, indemnification shall not be refused or denied if the failure to comply with items (i), (ii), or (iii) is not material, relevant or at issue to the matter for which indemnification is sought.

(B) The indemnity set forth in Section 14(A) is expressly conditioned on Institution: (i) promptly notifying Roche of any such claim or suit; (ii) having maintained records relating to the testing of the Compound as required by this Agreement and by law; (iii) making such records available to Roche; (iv) in all other respects reasonably cooperating with Roche in defending against such claim or suit; and (v) in the event of suit, attending hearings and trials and assisting in securing and giving evidence, and obtaining the attendance of necessary and proper witnesses. Roche shall reimburse the Indemnitees for all reasonable expenses incurred by them at Roche's request in connection with item B(v) above.

(C) The indemnity set forth in Section 14(A) shall not cover any negligence, malpractice or other wrongful acts on the part of the Indemnitees.

(D) Subject to the statutory duties of the Texas Attorney General, Roche may, at its sole discretion, and at its own expense, carry out the sole management and defense of such claims or suits, and shall provide attorneys of its sole choosing to defend against any such claims or suits. Notwithstanding the foregoing, Roche may not agree to any settlement that requires an Indemnitee to contribute to the settlement or admit fault or require an Indemnitee to change its operations or business practices. Notwithstanding the foregoing, Institution shall have the right to employ, at its own expense, separate counsel and to participate in such defense; provided however, that Roche shall in no way be restricted from settling claims made directly against Roche.

(E) To the extent authorized by the Constitution and laws of the State of Texas, Institution shall indemnify and hold harmless Roche, its employees and agents, from and against losses, damages, costs, claims, suits and expenses, including reasonable attorney fees, expert fees and costs of handling and defending such claims, proceedings, investigations and suits, arising out of or in connection with this Agreement or any Study, to the extent that such claim, proceeding, investigation or suit arises out of or relates to the negligence or wrongful misconduct or breach of this Agreement or Work Order by Principal Investigator, Institution, or its officers, directors, employees or agents or Project Participants. To the extent authorized by the Constitution and laws of the State of Texas, Institution also agrees to indemnify, defend and hold harmless Roche, its employees and agents, from any losses, damages, costs, claims, suits and expenses (including reasonable attorney fees, expert fees and costs of handling and defending such claims), arising out of or relating to the Institution's status as an employer with respect to Institution's employees, agents and subcontractors, including without limitation any claims and

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demands arising from alleged or actual wrongful termination by Institution or a third party entity from whom Institution has obtained employees or contract employees.

(F) Institution is an agency of the State of Texas and self-insures with respect to many general liability risks and in particular those potential claims subject to the Texas Tort Claims Act. Each member of The University of Texas System is self-insured pursuant to The University of Texas Professional Medical Liability Benefit Plan under the authority of Chapter 59, Texas Education Code. Institution will maintain during the term of this Agreement, a program of insurance or self-insurance at levels sufficient to satisfy its obligations as set forth in this Agreement.

(G) Roche is self-insured and maintains reserves in an amount sufficient to satisfy its indemnification obligations under this Agreement.

(H) If a Study subject suffers an adverse reaction or injury resulting directly from the administration of the Compound or from the conduct of the Study, Roche shall pay Institution for the reasonable costs of medical treatment necessary to treat or stabilize such adverse reaction or injury; provided, however, that the Institution complies with the material terms of this Agreement, the Work Order and the Study and the dosage set forth in the Protocol and other written specifications, directions and recommendations furnished by Roche are adhered to. This paragraph is not intended to create any contractual rights for subjects participating in the Study.

15. **Debarment Certification, Principal Investigator’s Certification**

(A) Institution hereby certifies that it has not been debarred under the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C. §335a(a) and (b), or sanctioned by a Federal Health Care Program (as defined in 42 U.S.C. §1320a-7b(f)), including, but not limited to the federal Medicare or a state Medicaid program, or debarred, suspended, excluded or otherwise declared ineligible from any Federal agency or program. If during the term of this Agreement, Institution (i) is sanctioned or becomes debarred, suspended, excluded, or otherwise declared ineligible; or (ii) receives notice of an action or threat of an action with respect to any such sanction, debarment, suspension, exclusion, or ineligibility, Institution shall immediately notify Roche. If Institution becomes debarred, suspended, excluded, sanctioned, or otherwise declared ineligible, Institution shall immediately cease all activities relating to this Agreement.

(B) If Institution is sanctioned, becomes debarred, suspended, excluded, or otherwise declared ineligible, this Agreement shall automatically terminate, without any further action or notice by either party. If Roche receives notice from Institution or
otherwise becomes aware that (i) a sanction, debarment, suspension, exclusion, or declaration of ineligibility action has been brought against Institution, or (ii) Institution has been threatened with a sanction, debarment, suspension, exclusion, or ineligibility, Roche shall have the right to terminate this Agreement immediately.

(C) Institution hereby certifies that it has not and will not use, in any capacity in the performance of a Study, the services of any individual, corporation, partnership or association which has been debarred under 21 U.S.C. §335a(a) or (b), or listed in the DHHS/OIG List of Excluded Individuals/Entities or the General Services Administration's Listing of Parties Excluded from Federal Procurement and Non-Procurement Programs. If Institution becomes aware of the sanction, debarment, suspension, exclusion, or ineligibility, or threatened sanction, debarment, suspension, exclusion, or ineligibility of any individual, corporation, partnership or association providing services to Institution that directly or indirectly relate to the activities under this Agreement, Institution shall notify Roche immediately. Upon the receipt of such notice by Roche, or if Roche otherwise becomes aware of such sanction, debarment, suspension, exclusion, or ineligibility, or threatened sanction, debarment, suspension, exclusion, or ineligibility, Roche shall have the right to terminate this Agreement immediately.

(D) The designated Principal Investigator for each Study shall execute a Principal Investigator's Certification attached as Schedule 1 to the Work Order.

16. **Records Retention, Access and Inspection**

(A) Record Retention. Institution shall maintain all records relating to a Work Order, including, but not limited to, subject consent forms, for a period of not less than two (2) years after completion of a Study at all Sites. At the expiration of such two year record retention period, Institution shall provide Roche with written notice of its intent to dispose of records and shall give Roche at least sixty (60) days to provide for alternatives to destruction of the records. If Roche requires such records to be stored beyond the two (2) year time period, Roche shall reimburse Institution for the storage costs at Roche’s sole expense or shall request that all applicable records be sent to Roche, at Roche’s sole expense.

(B) Inspection of Records by Roche. Upon reasonable notice and during normal administrative business hours, Institution will permit representatives of Roche to examine the records and facilities of the investigators, as well as those of Institution, and to validate CRFs against original data in the investigators' files, and at reasonable times and in a reasonable manner, monitor the work performed hereunder to determine the adequacy of the facilities and whether the Study is being conducted in compliance with the Protocol(s) and regulatory agency regulations.
The foregoing examination and inspection rights will be subject to Institution’s reasonable measures for purposes of confidentiality, safety, and security, and will be subject further to compliance with Institution’s premises rules that are generally applicable to all persons at Institution’s facilities. If in the course of an examination or inspection Roche obtains, learns of, comes in contact with, or otherwise has access to any patient health and medical information which is not covered by any of the Informed Consents for the Study, Roche will keep such information confidential, will not use or disclose such information, and will comply with all laws applicable to it regarding the confidentiality of such information. Should Roche utilize one or more third party(s) in exercising its inspection rights, Roche warrants that such party(s) shall be subject to an obligation of confidentiality consistent with the obligations of confidentiality required of Roche hereunder. Notwithstanding the existence of Roche’s rights under this Section 16(B), Roche shall be under no obligation to exercise these rights.

(C) Inspection by Regulatory Agency. If any regulatory agency having jurisdiction over a Study or any other federal, state or local government authority conducts, or gives notice of its intent to conduct, an inspection at a Study site, or takes any other regulatory action with respect to a Study conducted under this Agreement, then to the extent permitted by law, the party learning thereof shall promptly give the other party notice thereof, and to the extent permitted by law, each party shall provide the other with any information reasonably required in connection therewith.

(D) Observation by Institution. Institution will be permitted during normal business hours, upon prior written approval of Roche, to observe the performance of any employee of Institution or Principal Investigator that is performing services at Roche’s facilities to ensure that such individuals are in compliance with all applicable standard operation procedures and other instructions, including the Protocol.

17. **Ownership of Documents and Transfer of Data**

(A) All documents (not including lab notebooks, publications or Institution presentations), protocols, data, know-how, methods, operations, formulas, Confidential Information, and materials of any kind provided to Institution pursuant to this Agreement are and shall remain Roche’s property subject to Institution’s right to use and publish the results of the Study as provided in this Agreement. Notwithstanding any other provision of this Agreement, Institution shall have the right to retain for archival purposes copies of such information and materials as required by law and for regulatory compliance purposes. The Completed Case Report Forms (as defined in the Work Order) and other results of the Study, if any, shall also be owned by Roche, subject to Institution’s right to use and publish the results of the Study as provided in this Agreement. Copies of any and all documents
referenced herein shall be returned to Roche or its designee upon Roche's request, subject to Institution's right to retain copies as provided in this Agreement. Notwithstanding the foregoing, Institution shall retain ownership of Study subject medical records. Institution will have the right to use, at any time and in accordance with the terms of this Agreement, including Sections 6 and 7, the results of the Study for its own internal, non-commercial research, and academic and patient care purposes.

(B) Institution and Principal Investigator shall prepare and submit to Roche all original Case Reports (as defined in the Work Order) and clinical specimens for each subject participating in each Study as provided in the applicable Protocol. Neither Institution nor Principal Investigator shall transfer any data or clinical specimens collected under any Study to any third party, without providing notice to Roche; provided, however, that the foregoing will not apply to transfers (i) to any Study subject, (ii) for purposes of clinical care of a Study subject, or (iii) for medical tests or procedures conducted on behalf of the Institution by an outside provider.

18. Conflict of Interest

Institution agrees that during the term of this Agreement it will not perform any activity for any person or organization that substantially hinders or delays the development or conduct of any Study to be performed under this Agreement. Substantial hindrance or delay will occur where Institution performs services for others which, among other things, compete for resources that are necessary for performance of any Study hereunder and cause Institution to fail to meet time frames, budget constraints, enrollment requirements, or data flow and analysis as agreed hereunder.

19. Compliance with Law

Institution and Roche shall conduct the Study in accordance with all rules and regulations promulgated by the FDA, ICH Good Clinical Practices and all other applicable federal, state and local laws, rules and regulations, including but not limited to the U.S. 1996 Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164) (“HIPAA”). Institution shall designate a privacy officer and shall appropriately train its employees and agents on applicable privacy laws and regulations, including but not limited to HIPAA. This Agreement and all Work Orders hereunder are subject to, and the parties agree to comply with, all applicable local, state, federal, national and international laws, statutes, rules and regulations. Neither party will be required to perform any act or to refrain from any act that would violate any law.

Roche Master Sponsor-Initiated Clinical Trial Agreement
Term: Expires March 16, 2014. Confidentiality: 5 Years for Phases III and IV; 7 years for Phases I and II
20. **Protection of Study Subject Health and Medical Information**

The Institution’s use and disclosure of Study subject health and medical information is subject to compliance with applicable state and federal privacy laws and regulations. The parties shall therefore take all reasonable steps to protect the confidentiality of any subject health and medical information that each has access to and comply with applicable state and federal privacy laws. Roche will use and disclose subject health and medical information only in accordance with and as otherwise permitted by, the applicable subject authorization, including the terms and conditions of the informed consent and authorization executed by each Study subject, or as otherwise may be permitted or required by applicable law; provided, however, that to the extent permitted by law such informed consent form or subject authorization shall not limit Roche from having the right to use, disclose, conduct and/or publish Study data for various purposes including but not limited to research purposes (including exploratory research and secondary data analysis), understanding the Compound or therapeutic areas of interest to Roche, performing certain statistical analysis on data or extra tests of samples collected during the Study, reanalyzing data at a later date, or interacting with any legal or regulatory authority. The obligations set forth in this Section shall survive the termination or expiration of this Agreement and the applicable Work Order.

21. **Assignment**

Neither party may assign this Agreement, nor any of their respective rights, duties and responsibilities hereunder, without the other party’s prior written consent, except that Roche may assign this Agreement or a Work Order without the consent of Institution to an Affiliate or party that acquires all or substantially all of that portion of the business of Roche to which this Agreement or the Work Order pertains, whether by merger, sale of assets, consolidation, or otherwise.

22. **Independent Contractors**

For purposes of this Agreement, Institution, Principal Investigator and Project Participants shall not be deemed agents, servants, partners, joint venturers or employees of Roche. Thus, they do not have the authority to take action on Roche’s behalf or to bind Roche without Roche’s prior written consent. Institution, Principal Investigator and Project Participants are acting in the capacity of independent contractors of Roche. Roche is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes to Institution. Institution and/or Principal Investigator are responsible for providing any and all compensation, benefits and/or insurance to Project Participants. It is also understood and expressly acknowledged that Institution, Principal Investigator and Project Participants are not eligible to participate in, nor are they eligible for coverage under, any of Roche’s benefit plans, programs, employment policies, procedures or

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Roche Master Sponsor-Initiated Clinical Trial Agreement  
**Term:** Expires March 16, 2014. **Confidentiality:** 5 Years for Phases III and IV; 7 years for Phases I and II
workers’ compensation insurance. In consideration of Roche’s performance hereunder, Roche will be released from any liability arising from Roche’s failure to provide such plans, programs, policies, procedures and workers’ compensation insurance.

23. **No Waiver**

Either party’s failure to require the other party to comply with any provision of this Agreement shall not be deemed a waiver of such provision or any other provision of this Agreement.

24. **Force Majeure**

Neither party shall be liable for the failure to perform its obligations under this Agreement if such failure is occasioned by a contingency beyond such party’s reasonable control, including, but not limited to, strikes or other labor disturbances, lockouts, riots, wars, fires, floods, earthquakes or storms. A party claiming a right to excuse performance under this Section shall immediately notify the other party in writing of the extent of its inability to perform, which notice shall specify the occurrence beyond its reasonable control that prevents such performance.

25. **Notices**

Any notice required or permitted hereunder shall be in writing and shall be deemed given to a party as of the date it is (i) delivered by hand or overnight courier, or (ii) received by registered or certified mail, postage prepaid, return receipt requested. Notices sent to Roche shall be addressed to the Clinical Leader identified on the Work Order, with a copy to the "Corporate Secretary," at the address as set forth first above. Notices sent to each respective Institution shall be sent to the address of Institution as set forth on Exhibit 1 hereto, along with a copy to the Principal Investigator at the address for the Principal Investigator set forth in the applicable Work Order.

26. **Entire Agreement**

This Agreement represents the entire understanding of the parties with respect to the subject matter hereof. Except for the Protocol which will be attached to each Work Order, which may be modified in accordance with Section 3, any modification, amendment or supplement to this Agreement or Exhibits and/or Attachments attached hereto shall be in a writing signed by an authorized representative of both parties.
27. **Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

28. **Validity**

If any clause, section or paragraph of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be deemed severed from the remainder of this Agreement and will have no effect on the legality, validity or enforceability of the remaining provisions of this Agreement.

29. **Non-disclosure of Agreement Terms**

Except as required by law, the parties agree not to disclose the terms of this Agreement to any third parties except for their respective Affiliates, and such Affiliates shall make no further disclosure of any of the terms of this Agreement.

30. **Survival of Provisions**

Sections 6, 7, 8, 9, 14, 16, 17, 20, 22, 29, 30, and 32 hereof shall survive termination or expiration of this Agreement.

31. **Nonexclusive Relationship**

Nothing herein shall be construed to create an exclusive research relationship between Roche and Institution. Nothing in this Agreement will limit or prohibit Institution or any of its personnel, including the Principal Investigator, from conducting any research or from performing research for or with any entity or person, including any other outside sponsors so long as such other research does not involve unauthorized use or disclosure of Confidential Information and does not substantially hinder or delay the development or conduct of any Study hereunder. Roche acknowledges that the foregoing sentence is intended to preserve the academic freedom and integrity of Institution and its faculty and to ensure that Institution and its faculty are not regarded as exclusive researchers for Roche.
32. **Texas State Agency**

Institution is an agency of the State of Texas and under the Constitution and the laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Texas. Notwithstanding any provision hereof, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the State of Texas. Moreover, notwithstanding the generality or specificity of any provision hereof, the provisions of this Agreement as they pertain to Institution are enforceable only to the extent authorized by the Constitution and laws of the State of Texas; accordingly, to the extent any provision hereof conflicts with the Constitution or laws of the State of Texas or exceeds the right, power or authority of Institution to agree to such provision, then that provision will not be enforceable against Institution or the State of Texas

**IN WITNESS THEREOF,** Roche and Institution have caused this Agreement to be executed by their respective duly authorized representatives as of the date written below.

**THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO**

By: 
Name: Jane A. Youngers
Title: Assistant Vice President for Research
Date: 3-11-09

**HOFFMANN- LA ROCHE INC.**

By: 
Name: Maria Smith
Title: Vice President, Global Head Pharma Development Operations Affiliates
Date: 4/8/09

**THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON**

By: 
Name: Jodi S. Ogden
Title: Contracts Director Office of Sponsored Projects
Date: 3/16/09

**ROCHE LABORATORIES INC.**

By: 
Lars E. Birgerson, M.D., Ph.D
VP, Head of Global Medical Affairs
Date: 3/19/09

**THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS**

By: 
Name: Perrie M. Adams, Ph.D.
Title: Associate Dean for Research
Date: 3/18/09

**THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON**

By: 
Name: Susan E. Ramsey
Title: Manager, Research Operations
Date: 3/19/09

Roche Master Sponsor-Initiated Clinical Trial Agreement
Term: Expires March 16, 2014. Confidence: 5 Years for Phases III and IV; 7 years for Phases I and II
THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT TYLER

By: [Signature]
Name: Conna Sutton
Title: Director, Pre-Award Services
Date: 3/10/09

THE UNIVERSITY OF TEXAS AT
AUSTIN

By: [Signature]
Name: Susan W. Sedwick
Title: Associate VP for Research
Director, Office of Sponsored Projects
Date: MAR 24, 2009

Roche Master Sponsor-Initiated Clinical Trial Agreement
Term: Expires March 16, 2014. Confidentiality: 5 years for Phases III and IV; 7 years for Phases I and II
### Exhibit 1

**Administrative Contact Person and Address for Each Institution**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Contact Person</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The University of Texas at Austin</strong></td>
<td>Susan Sedwick</td>
<td>Director of Sponsored Projects</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Office of Sponsored Projects</td>
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<tr>
<td></td>
<td></td>
<td>The University of Texas at Austin</td>
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<tr>
<td></td>
<td></td>
<td>P.O. Box 7726</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Austin, Texas 78713-7726</td>
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<tr>
<td></td>
<td></td>
<td>Phone: 512-471-6424</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax: 512-471-6564</td>
</tr>
<tr>
<td>**The University of Texas Southwestern Medical</td>
<td>Dr. Perrie Adams</td>
<td>Associate Dean for Research</td>
</tr>
<tr>
<td>Center at Dallas</td>
<td></td>
<td>Clinical Trials Office</td>
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<tr>
<td></td>
<td></td>
<td>The University of Texas Southwestern Medical Center at Dallas</td>
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<tr>
<td></td>
<td></td>
<td>5323 Harry Hines Blvd.</td>
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<td></td>
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<td>H1.108</td>
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<tr>
<td></td>
<td></td>
<td>Dallas, TX 75390-9016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: 214-648-6449</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax: 214-648-3362</td>
</tr>
<tr>
<td>**The University of Texas Health Science Center</td>
<td>Jane A. Youngers</td>
<td>Assistant Vice President for Research and Sponsored Programs</td>
</tr>
<tr>
<td>at San Antonio</td>
<td></td>
<td>The University of Texas Health Science Center at San Antonio</td>
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<tr>
<td></td>
<td></td>
<td>7703 Floyd Curl Dr, Mail Code 7828</td>
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<tr>
<td></td>
<td></td>
<td>San Antonio, TX 78229-3900</td>
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<tr>
<td></td>
<td></td>
<td>Phone: 210-567-2340</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax: 210-567-2344</td>
</tr>
<tr>
<td>**The University of Texas Health Science Center</td>
<td>Jodi Ogden</td>
<td>Contracts Director</td>
</tr>
<tr>
<td>at Houston</td>
<td></td>
<td>The University of Texas Health Science Center at Houston</td>
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<tr>
<td></td>
<td></td>
<td>P.O. Box 20036</td>
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<tr>
<td></td>
<td></td>
<td>Houston, TX 77225</td>
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<tr>
<td></td>
<td></td>
<td>Phone: 713-500-3968</td>
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<tr>
<td></td>
<td></td>
<td>Fax: 713-500-0355</td>
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<tr>
<td>**The University of Texas Medical Branch at</td>
<td>Conna Sutton</td>
<td>Director of Office of Pre-Award Services</td>
</tr>
<tr>
<td>Galveston</td>
<td></td>
<td>The University of Texas Medical Branch at Galveston</td>
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<tr>
<td></td>
<td></td>
<td>11937 U.S. Hwy. 271</td>
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<tr>
<td></td>
<td></td>
<td>Tyler, TX 75708-3154</td>
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<tr>
<td></td>
<td></td>
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<tr>
<td>**The University of Texas Medical Branch at</td>
<td>Susan Ramsey</td>
<td>Manager of Research Operations</td>
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<tr>
<td>Galveston</td>
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<td>The University of Texas Medical Branch at Galveston</td>
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<td></td>
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<td>Office of Sponsored Projects</td>
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<tr>
<td></td>
<td></td>
<td>301 University Boulevard</td>
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<tr>
<td></td>
<td></td>
<td>4.40 Rebecca Sealy Hospital</td>
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<tr>
<td></td>
<td></td>
<td>Galveston, TX 77555-0156</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: 409-266-9413</td>
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<tr>
<td></td>
<td></td>
<td>Fax: 409-266-9469</td>
</tr>
</tbody>
</table>

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Roche Master Sponsor-Initiated Clinical Trial Agreement

**Term:** Expires March 16, 2014. **Confidentiality:** 5 Years for Phases III and IV; 7 years for Phases I and II
Exhibit 2

Overhead Rates for Institution

The overhead rates set forth hereon shall be in effect for the period commencing on the Effective Date of this Agreement and ending on the second anniversary thereof. No later than ninety (90) days prior to the second anniversary and each succeeding biennial anniversary of the Effective Date of this Agreement, Institution shall provide Roche notice of the new overhead rate which it intends to charge for the following two (2) year period, along with a detailed explanation supporting the increase or decrease in the prior overhead rate. The parties will agree and confirm the new overhead rate in writing no later than fifteen (15) business days prior to the anniversary date of this Agreement.

Overhead Rate for the Institutions of The University of Texas System are set forth below:

<table>
<thead>
<tr>
<th>Institution</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>UT Health Science Center at Houston (Houston)</td>
<td>30%</td>
</tr>
<tr>
<td>UT Health Science Center at San Antonio (San Antonio)</td>
<td>26%</td>
</tr>
<tr>
<td>UT Health Science Center at Tyler (Tyler)</td>
<td>30%</td>
</tr>
<tr>
<td>UT at Austin (Austin)</td>
<td>30%</td>
</tr>
<tr>
<td>UT Medical Branch at Galveston (Galveston)</td>
<td>25%</td>
</tr>
<tr>
<td>UT Southwestern Medical Center at Dallas (Dallas)</td>
<td>30%</td>
</tr>
</tbody>
</table>
Attachment A

Work Order

This Work Order is issued pursuant to the Master Clinical Trial Agreement, dated as of March 16, 2009, between: Hoffmann-La Roche Inc., and Roche Laboratories Inc. with their offices and places of business at 340 Kingsland Street, Nutley, New Jersey 07110 (hereinafter individually and collectively referred to as “Roche”) and The University of Texas Health Science Center at Houston, The University of Texas Southwestern Medical Center at Dallas, The University of Texas Medical Branch at Galveston, The University of Texas Health Science Center at San Antonio, The University of Texas Health Science Center at Tyler and The University of Texas at Austin (each an “Institution”) (the “Agreement”). This Work Order is effective as of (insert date) by and between (insert the applicable University of Texas campus performing the Study) and (insert applicable Roche business entity), and incorporates all of the terms and conditions of the Agreement.

Any capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.

A. Principal Investigator(s) Name:

________________________________________________________________________

Principal Investigator(s) Address: ___________________________________________

________________________________________________________________________

________________________________________ (the “Site”)

Phone: ____________________________

Facsimile: __________________________

A copy of the Principal Investigator’s Certification is attached hereto as Schedule 1 and is incorporated herein by this reference.

B. Protocol Title and Number:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(the “Study”).

A copy of the Protocol is attached hereto as Schedule 2 and incorporated herein by this reference.

C. Roche's Clinical Leader: ____________________________

Roche Master Sponsor-Initiated Clinical Trial Agreement

Term: Expires March 16, 2014. Confidentiality: 5 Years for Phases III and IV; 7 years for Phases I and II
Correspondence to Roche’s Clinical Leader can be addressed to the address first listed above.

D. Study Schedule:

1. Study Initiation and Completion.
   
   (a) All contractual and regulatory documentation must be completed, executed and received by Roche no later than _______________________.

   (b) The Study shall be initiated no later than _______________________ ("Initiation Date") and shall be completed no later than ________________________ ("Completion Date").

2. Enrollment.
   
   (a) It is anticipated that the Principal Investigator(s) may enroll ______ subjects into the Study (the “Site Maximum”). Subject enrollment shall be completed on or before _______________________. Enrollment of each subject over the Site Maximum requires the prior written consent of Roche and no payments shall be made for subjects enrolled over the Site Maximum without the written consent of Roche. Payments for subjects enrolled over the Site Maximum shall be made in accordance with the amounts set forth in the Budget.

   (b) Notwithstanding whether the Site Maximum has been reached, the Principal Investigator(s) agrees to immediately cease enrolling subjects upon notice from Roche that, in the sole discretion of Roche either (1) Roche’s target enrollment for the Study has been achieved; or (2) the rate of enrollment at the Site has fallen below an acceptable rate, which is defined as ______ evaluable subjects per calendar quarter.

3. Study Documentation.

   (a) A "Completed Case Report Form" ("CRF") includes all Completed Case Report Modules for an individual subject in the Study and shall mean a case report submitted to Roche in an electronic format (i) that has been completed by the Principal Investigator in accordance with all Food and Drug Administration ("FDA") and Study requirements, (ii) for a subject who properly qualified, participated in and completed the Study in accordance with all Study requirements, and (iii) which Roche determines can be used in all analyses of the Study results. It is understood that electronic signatures on Completed Case Reports shall be deemed binding and shall have the same legal effect and enforceability as handwritten signatures.
(b) A “Completed Case Report Module” shall mean a case report form module submitted to Roche in an electronic format that is completed in accordance with the procedures and scheduled assessment, as stated in the Protocol, for the respective subject visit during the Study, and which Roche determines can be used in all analyses of Study results.

(c) CRFs and Completed Case Report Modules and/or any clarifying or missing information will be prepared and/or corrected following a subject’s visit, as provided in the Protocol and will be submitted to Roche within forty-eight hours of the subject visit and data generating event.

(d) Any requests by or on behalf of Roche for verification, clarification or correction of data on CRFs must be provided to Roche within five (5) business days of receipt of such request.

(e) To enable submission of required Completed Case Report Modules, Roche shall provide to Institution a laptop computer, mouse, security cable and carrying case (“Electronic Equipment”), which shall be used and stored in a secure manner. The parties acknowledge and agree that this Electronic Equipment is the property of Roche and shall remain the property of Roche, and shall be returned to Roche upon completion of the Study and prior to receipt of final payment for this Study. In no event shall Institution or Project Participants use this Electronic Equipment for any purpose outside of the scope of the Study and/or any written instructions provided by Roche, or remove this Electronic Equipment from Institution. Any damage to, loss, removal or theft of, Electronic Equipment shall be reported immediately to the Roche at 888-733-5231 and the Roche Clinical Monitor for the Institution. In addition, a police report shall be filed promptly with respect to any missing or stolen laptop computer, and a copy of the police report shall be provided to Roche Clinical Monitor for the Institution.

E. Study Budget, Payment Recipient and Mailing Address

1. Institution shall provide Roche with up to _____ CRFs, as defined above, at a cost of $__________ per report for a total amount of $__________. A detailed budget is attached hereto as Schedule 3 and incorporated herein by this reference. Any additional Study costs identified herein and/or in the Budget which are incurred by Institution shall be paid by Roche on the next scheduled Study payment following receipt of an undisputed invoice for such additional Study costs. In no event shall the total amount payable to the Institution exceed $__________ without the parties entering into an amendment to this Work Order.

Note: Specific Payment terms may vary dependent upon the nature of the Study and the work being performed under the Protocol. The terms below are merely an example of a payment schedule.

-27-
2. Payment by Roche for the CRFs shall be made as follows:

$_______ upon execution of this Agreement or shipment of the Compound by Roche to Institution, whichever is later. This initial payment is intended to cover the following start-up costs: ____________________________;

Interim Payments: Payment will be made to Institution during each calendar quarter based on the number of Completed Case Report Modules that Roche receives, to its satisfaction, during such calendar quarter. The payment amount for each Completed Case Report Module shall be set forth in the Budget.

Final Payment: Final payment will be made after Roche receives, to its satisfaction, all Completed Case Reports, a final report in accordance with the Study, the return of any and all equipment issued by Roche to Institution pursuant to this Work Order, and the resolution to Roche’s satisfaction, of all outstanding queries.

3. Payments for Record Retention Costs, if applicable.

4. Payment as set forth in this Section shall constitute full payment for the Study and Roche shall have no other payment obligations hereunder. Payments due hereunder shall be paid by Roche within the next scheduled Study payment. Invoices shall be directed to (insert name, title, department, address, building/floor of the Roche individual responsible for administering payment). Invoices must be provided to Roche no more than six (6) months after the date the applicable payment is earned.

5. The name and address of the payee for all payments due to Institution hereunder is set forth below. Institution shall provide to Roche a Taxpayer Identification Number Request Form (W-9 Form) prior to payment:

[Insert applicable address]
The University of Texas ____________________________

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Roche Master Sponsor-Initiated Clinical Trial Agreement
Term: Expires March 16, 2014. Confidentiality: 5 Years for Phases III and IV; 7 years for Phases I and II
6. Site mailing address for correspondence (if different from mailing address for payments):

__________________________________________

__________________________________________

__________________________________________

This Work Order is entered into and made effective as of ____________.

Accepted and Agreed to by:

INSERT NAME OF APPLICABLE INSTITUTION
HOFFMANN-LA ROCHE INC. or ROCHE LABORATORIES INC.

By: ________________________________  By: ________________________________
Name: ______________________________ Name: ______________________________
Title: ______________________________  Title: ______________________________

Date: ______________________________  Date: ______________________________
SCHEDULE I TO WORK ORDER

PRINCIPAL INVESTIGATOR’S CERTIFICATION

I acknowledge that I have read the Master Clinical Trial Agreement and Work Order, dated ____, between [Hoffmann-La Roche Inc. or Roche Laboratories Inc.] ("Roche") and [insert name of Institution] ("Institution"), and I agree to and will comply with all its terms both as an individual and as an employee of Institution.

I represent that my entering into this Agreement shall not conflict with or be a breach of any other agreement to which I am a party or am bound.

I certify that I have not been disqualified by the federal Food and Drug Administration or otherwise disqualified from serving as a Principal Investigator.

I hereby certify that I have never been debarred under the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335a(a) or (b), or sanctioned by a Federal Health Care Program (as defined in 42 U.S.C. § 1320 a-7b(f)), including, but not limited to, the federal Medicare or a state Medicaid program, or debarred, suspended, excluded, or otherwise declared ineligible from any Federal agency or program. In the event that during the term of this Agreement I (i) am sanctioned, or become debarred, suspended, excluded, or otherwise declared ineligible; or (ii) receive notice of an action or threat of an action with respect to any such sanction, debarment, suspension, exclusion, or ineligibility, I agree to immediately notify Roche. I also agree that in the event that I am sanctioned or become debarred, suspended, excluded, or otherwise declared ineligible, I shall immediately cease all activities relating to this Agreement.

In the event that I am sanctioned or become debarred, suspended, excluded, or otherwise declared ineligible, this Agreement shall automatically terminate, without any further action or notice by either party. In the event that Roche receives notice from the Principal Investigator or otherwise becomes aware that (i) a sanction, debarment, suspension, exclusion, or declaration of ineligibility action has been brought against the Principal Investigator; or (ii) Principal Investigator has been threatened with a sanction, debarment, suspension, exclusion, or ineligibility, then Roche shall have the right to terminate this Agreement immediately.

I hereby certify that I have not and will not use in any capacity the services of any individual, corporation, partnership or association which has been debarred under 21 U.S.C. § 335a(a) or (b), or listed in the DHHS/OIG List of Excluded Individuals/Entities or the General Services Administration’s Listing of Parties Excluded from Federal Procurement and Non-Procurement Programs. In the event that I become aware of the sanction, debarment, suspension, exclusion, or ineligibility, or threatened sanction, debarment, suspension, exclusion, sanction, or ineligibility of any individual, corporation, partnership or association providing services to me which directly or indirectly relate to the activities under this Agreement, I shall notify Roche immediately. Upon the receipt of such notice by Roche, or if Roche otherwise becomes aware of such sanction, debarment, suspension, exclusion, or ineligibility, or threatened sanction, debarment, suspension, exclusion, or ineligibility, Roche shall have the right to terminate this Agreement immediately.

PRINCIPAL INVESTIGATOR

__________________________
Print Name

__________________________ Date: ______________________
Signature

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Roche Master Sponsor-Initiated Clinical Trial Agreement

Term: Expires March 16, 2014. Confidentiality: 5 Years for Phases III and IV; 7 years for Phases I and II
SCHEDULE 2 TO WORK ORDER

PROTOCOL
SCHEDULE 3 TO WORK ORDER

BUDGET