

# *Master Compound Gift Program Agreement*

From time to time investigators from the following member institutions of The University of Texas System may request samples of Pfizer's compounds for laboratory research:

- (a) The University of Texas M. D. Anderson Cancer Center;
- (b) The University of Texas Health Science Center at Houston;
- (c) The University of Texas Medical Branch at Galveston;
- (d) The University of Texas Health Science Center at San Antonio;
- (e) The University of Texas Southwestern Medical Center at Dallas;
- (f) The University of Texas Health Center at Tyler; and
- (g) The University of Texas at Austin.

Each identified by "Institution" or collectively, "Institutions". The principal place of business and a contact person are listed on the attached Appendix B.

If Pfizer approves any such request, the compound will be supplied to the investigator free of charge, but subject to the following terms and conditions:

## **1. PARTIES OF THE AGREEMENT:**

This Master Agreement is entered into as of February 25, 2008 ("the effective date") between Pfizer and its Affiliates ("Pfizer") and the Institutions listed above. The term "Investigator" will mean the scientist submitting the relevant Statement of Investigation (the "SOI"; See Appendix A). The term "Material" will mean the compound(s) requested in the SOI. The term "Research" means the specific studies described in the applicable SOI.

## **2. REQUESTS:**

A request for Pfizer compounds (also referred to as "Materials") must be made by submitting to Pfizer a completed SOI in the form attached as Appendix A. The SOI must be signed by the Investigator and an authorized representative of the Institution. The execution of this Master Agreement and subsequent SOI's places no obligation on Pfizer to supply the Material to Investigator. Any decision to supply the Material will be made at Pfizer's sole discretion upon review of the submitted SOI.

## **3. SCOPE OF WORK:**

The use of the Material is limited to the Research within the Institution.

## **4. MATERIAL:**

- (a) The Investigator and the Institution acknowledge that the Material is for laboratory use only and is not for consumption by, or treatment of, humans or non-laboratory animals.
- (b) The Investigator and the Institution will use the Material in compliance with all applicable federal, state and local laws, regulations and ordinances.
- (c) The Investigator and the Institution will not make the Material available to any third party or to any person who is not subject to the Institution's rules and policies.
- (d) At the conclusion of the Research, the Investigator can return any unused portion of the Material to Pfizer at the following address: Manager, Sample Bank, Pfizer Inc, Eastern Point Road, Groton, Connecticut 06340-5146.

## **5. REPORT:**

The Investigator will inform Pfizer in writing of the results of the Investigator's work with the Material in the Research ("Results"). The Investigator will inform Pfizer of the Results at the conclusion of the Research or within one (1) year from the date of Investigator's receipt of the Material, whichever is sooner.

The Results will be provided as a written report supplied to: Mr. Donnie W. Owens, Sr., Manager, Compound Transfer, Research and Development Operations, Pfizer Inc, Eastern Point Road MS 8200-30, Groton, Connecticut 06340-5146.

## **6. PUBLIC DISCLOSURE:**

- (a) Pfizer shall not publish any of the Investigator's data or Results or use the name of the Institution in any publication without the Institution's written permission.
- (b) Pfizer encourages the exercise of academic freedom and shall have no right to prevent the Investigator and the Institution from publishing or presenting any Results.

Notwithstanding the foregoing, the Investigator and the Institution acknowledge Pfizer's role as discoverer of the Material and, before they publish or present any Results, they will provide Pfizer with a copy of such publications or presentations. In the case of any publications planned by the Investigator or the Institution, they will provide Pfizer with a copy of the proposed submission for publication at least thirty (30) days before its submission. In the case of any public oral presentation to a third party, they will provide Pfizer with copies of any audiovisual materials, including slides, at least fourteen (14) days before the presentation.

## **7. INTELLECTUAL PROPERTY:**

Neither the Investigator nor the Institution shall have any property rights in the Material or in any information that Pfizer discloses to either of them relating to the Material. Except and only to the extent necessary for the Investigator to use the Material in the Research, neither the Investigator nor the Institution is granted any license, express or implied, under any Pfizer patent or patent application, or under any patent or patent application under which Pfizer is licensed.

## **8. INVENTION:**

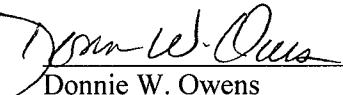
- (a) "Invention" means any invention or discovery, patentable or not, claiming the manufacture, use or sale of the Material which is first made by the Investigator, by any person under the Investigator's direct supervision, or by the Institution in performance of the Research.
- (b) The Institution will promptly and confidentially inform Pfizer in writing of any Invention upon its notification to the Institution's office responsible for receiving invention disclosures.
- (c) The Institution is not obliged under this Master Agreement to obtain or maintain any intellectual property protection for Inventions.
- (d) The Institution will grant to Pfizer a worldwide, perpetual, nonexclusive, royalty-free license to practice Inventions in the manufacture, use, import, offer for sale and sale of Pfizer's pharmaceutical products.

(e) In accordance with any applicable law, Institution may, in its sole discretion, grant to any third party requesting a license to such Inventions an equivalent non-exclusive, royalty-free license to such Inventions.

**9. TERMINATION:**

This Master Agreement will continue until it is terminated by either party giving written notice to the other parties, including all Institutions. On termination, no further SOI requests will be approved under the terms of this Master Agreement. However all requests approved prior to the termination will continue to be governed by the terms and conditions of this Master Agreement.

Sincerely,

  
\_\_\_\_\_  
Donnie W. Owens  
Pfizer Global Research & Development  
Pfizer Global Compound Transfer Manager  
Worldwide Strategic Alliances

  
\_\_\_\_\_  
May 12, 2008

Date

**The University of Texas M. D. Anderson  
Cancer Center**

By:

  
\_\_\_\_\_  
Signature

Melinda T. Cotten

Printed Name

Ex. Director, Sponsored Programs  
Title

4/5/08  
Date

**The University of Texas Medical Branch  
at Galveston**

By:

  
\_\_\_\_\_  
Signature

James C. Arie, Ph.D.

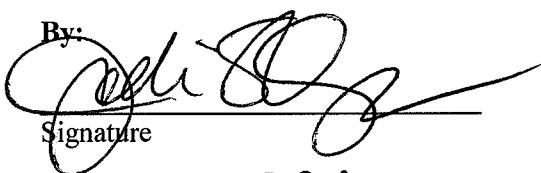
Printed Name

Asst. V.P. for Tech. Development  
Title

5.30.2008  
Date

**The University of Texas Health Science  
Center at Houston**

By:



Signature

**Jodi S. Ogden**

Printed Name **Contracts Director**  
**Office of Sponsored Projects**

Title

6/4/08

Date

**The University of Texas Health Science  
Center at San Antonio**

By:



Signature

**Jane A. Youngers**

Printed Name

Assistant Vice President for Research  
and Sponsored Programs

Title

6/30/08

Date

**The University of Texas Southwestern  
Medical Center at Dallas**

By:



Signature

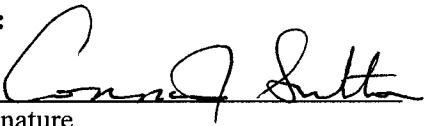
Dennis Stone  
Vice President for Technology Development

6/11/08

Date

**The University of Texas Health Center at  
Tyler**

By:



Signature

**Conna Sutton**

Printed Name

**Director of Pre-Awards**

Title

6/16/08

Date

**The University of Texas at Austin**

By:



Signature

**Jeanette Holmes**

Printed Name **Associate Director**  
**Office of Sponsored Projects**

Title

JUN 17 2008

Date

**Appendix A**  
**Statement of Investigation (SOI)**

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

<p>Susan Sedwick          Director          Office of Sponsored Projects  <b>The University of Texas at Austin</b>          P.O. Box 7726          Austin, Texas 78713-7726</p> <p>Phone: 512-471-6424          Fax: 512-471-6564          Email: <a href="mailto:sedwick@austin.utexas.edu">sedwick@austin.utexas.edu</a>          Tax ID: 74-600023</p>	<p>Michelle Wilson          Associate Director          Cooperative Research  <b>The University of Texas</b>  <b>Southwestern Medical Center at Dallas</b>          5323 Harry Hines Blvd.          Dallas, TX 75390-9141</p> <p>Phone: 214-648-4459          Fax: 214-648-4450          Email:  <a href="mailto:michelle.wilson@UTSouthwestern.edu">michelle.wilson@UTSouthwestern.edu</a></p> <p>Tax ID: 75-6002868</p>
<p>Legal Services  <b>The University of Texas</b>  <b>M. D. Anderson Cancer Center</b>          1020 Holcombe Boulevard          Suite 1550          Houston, TX 77030          Phone: (713) 745-6633          Facsimile: (713) 745-6029</p> <p>And</p> <p>David Hawkins          Manager, Research Contracts  <b>The University of Texas</b>  <b>M. D. Anderson Cancer Center</b>          1100 Holcombe Boulevard          Suite HMB7.060          Office of Research Administration          Attn: Executive Director, Research          Administration          Houston, TX 77030          Phone: (713) 792-3220          Facsimile: (713) 794-4535</p> <p>Tax ID: 74-6001118</p>	<p>Jodi Ogden          Contracts Director  <b>The University of Texas Health</b>  <b>Science Center at Houston</b>          P.O. Box 20036          Houston, TX 77225</p> <p>Phone: 713-500-3968          Fax: 713-500-0355          Email: <a href="mailto:jodi.ogden@uth.tmc.edu">jodi.ogden@uth.tmc.edu</a>          Tax ID: 74-1761309</p> <p>Overnight address is:          7000 Fannin Street, Suite 1006          Houston, TX 77030</p>

<p>Conna Sutton          Director, Office of Pre-Award Services  <b>The University of Texas Health Science Center at Tyler</b>          11937 U.S. Hwy. 271          Tyler, TX 75708-3154</p> <p>Phone: 903-877-7585          Fax: 903-877-7558          Email: <a href="mailto:conna.sutton@uthct.edu">conna.sutton@uthct.edu</a>          Tax ID: 75-6001354</p>	<p>Jim Arie, Ph.D.          Assist. Vice President for Technology Development          Associate Professor, School of Nursing  <b>The University of Texas Medical Branch at Galveston</b>          1700 Strand, Customs House          Galveston, TX 77555-0926          Phone: 409-772-7957          Fax: 409-772-7954          Email: <a href="mailto:jarie@utmb.edu">jarie@utmb.edu</a>          Tax ID: 74-6000949</p>
<p>Jane A. Youngers          Assistant Vice President for Research and Sponsored Programs  <b>The University of Texas Health Science Center at San Antonio</b>          7703 Floyd Curl Dr, Mail Code 7828          San Antonio, TX 78229-3900</p> <p>Phone: (210) 567-2340          Fax: (210) 567-2344          Email: <a href="mailto:youngers@uthscsa.edu">youngers@uthscsa.edu</a></p> <p>Tax ID: 74-1586031</p>	