

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:

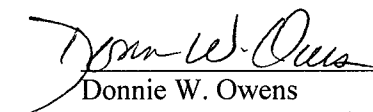
- (a) "Invention" means any invention or discovery, patentable or not, claiming the manufacture, use or sale of the Material which is first made by the Investigator, by any person under the Investigator's direct supervision, or by the Institution in performance of the Research.
- (b) The Institution 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

6/5/08

Date

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

By:



Signature

James C. Arie, Ph.D.

Printed Name

Asst. V.P. for Tech. Development

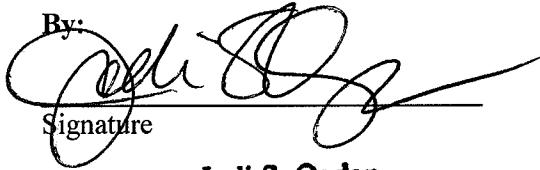
Title

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:

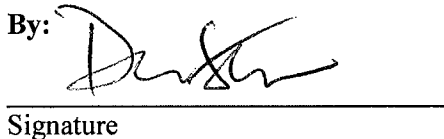

Signature

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:

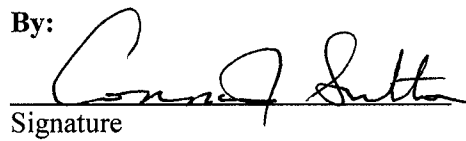

Signature

Dennis Stone
Vice President for Technology Development

6/11/08
Date

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

By:


Signature

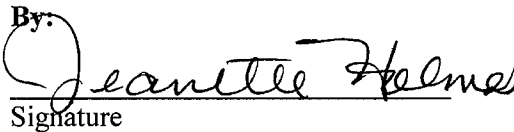
Conna Sutton
Printed Name

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 The University of Texas at Austin P.O. Box 7726 Austin, Texas 78713-7726</p> <p>Phone: 512-471-6424 Fax: 512-471-6564 Email: sedwick@austin.utexas.edu Tax ID: 74-600023</p>	<p>Michelle Wilson Associate Director Cooperative Research The University of Texas Southwestern Medical Center at Dallas 5323 Harry Hines Blvd. Dallas, TX 75390-9141</p> <p>Phone: 214-648-4459 Fax: 214-648-4450 Email: michelle.wilson@UTSouthwestern.edu Tax ID: 75-6002868</p>
<p>Legal Services The University of Texas M. D. Anderson Cancer Center 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 The University of Texas M. D. Anderson Cancer Center 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 The University of Texas Health Science Center at Houston P.O. Box 20036 Houston, TX 77225</p> <p>Phone: 713-500-3968 Fax: 713-500-0355 Email: jodi.ogden@uth.tmc.edu 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 The University of Texas Health Science Center at Tyler 11937 U.S. Hwy. 271 Tyler, TX 75708-3154</p> <p>Phone: 903-877-7585 Fax: 903-877-7558 Email: conna.sutton@uthct.edu Tax ID: 75-6001354</p>	<p>Jim Arie, Ph.D. Assist. Vice President for Technology Development Associate Professor, School of Nursing The University of Texas Medical Branch at Galveston 1700 Strand, Customs House Galveston, TX 77555-0926 Phone: 409-772-7957 Fax: 409-772-7954 Email: jarie@utmb.edu Tax ID: 74-6000949</p>
<p>Jane A. Youngers Assistant Vice President for Research and Sponsored Programs</p> <p>The University of Texas Health Science Center at San Antonio 7703 Floyd Curl Dr, Mail Code 7828 San Antonio, TX 78229-3900</p> <p>Phone: (210) 567-2340 Fax: (210) 567-2344 Email: youngers@uthscsa.edu</p> <p>Tax ID: 74-1586031</p>	