**MASTER CLINICAL TRIAL AGREEMENT
Sponsor-Initiated Studies Only**

This Master Clinical Trial Agreement ("Agreement") is entered into by and between NeoPharm, Inc. with principal offices located at 150 Field Drive, Suite 195, Lake Forest, IL 60045 ("NeoPharm") and each of **The University of Texas Health Science Center at San Antonio, The University of Texas Health Science Center at Houston, The University of Texas MD Anderson Cancer Center, The University of Texas Health Center at Tyler, The University of Texas Medical Branch at Galveston, and The University of Texas Southwestern Medical Center at Dallas (each an "Institution", and collectively "Institutions")**, each with an office and place of business as set forth on Exhibit B hereto, and each a component institution of The University of Texas System located at 201 West 7th Street, Austin TX 78701 ("System"). Each Institution and NeoPharm may be referred to individually as a "party", and jointly as "parties". This agreement is effective as of the date of full execution ("Effective Date").

WHEREAS, NeoPharm desires to have various clinical trial investigations supervised and conducted on a regular basis over a period of years; and

WHEREAS, the Institutions have expertise in, and have the facilities for, conducting clinical trial investigations; and

WHEREAS, the parties believe that the desires and goals of each can be achieved through an Agreement defining certain terms and conditions under which future studies will be conducted;

NOW THEREFORE, in consideration of the covenants and agreements stated herein, the parties agree as follows:

**1. SCOPE OF WORK**

A. Institutions agree to conduct certain clinical studies of investigational new drugs (each, a "Study Drug") upon the terms and conditions contained in this Agreement.

B. Each such clinical study (each, a "Study" and collectively, "Studies") shall be described in a separate letter agreement (each, a "Letter Agreement"), a sample of which is attached hereto as Exhibit A. Each Letter Agreement will designate a principal investigator ("Principal Investigator") and specify the Study protocol as written by NeoPharm ("Protocol"), the budget, term, payment schedule and any other applicable and necessary terms which will be agreed upon in writing. Unless explicitly stated otherwise in a Letter Agreement, (a) each provision of this Agreement shall be incorporated by reference into such Letter Agreement, and (b) in the event of any conflict between the terms of this Agreement and a Letter Agreement, the terms of this Agreement shall control. The parties understand and agree that if NeoPharm elects to utilize a Contract Research Organization (CRO) as its representative agent, then the terms and conditions of this Agreement shall still apply.

C. Each Study will be conducted in accordance with the Statement of Investigator (FDA Form 1572), with the Protocol, Sponsor's written instructions, and all applicable federal, state and local rules and regulations.

 **2. AGREEMENT TERM**

The term of this Agreement shall be five (5) years from the Effective Date ("Agreement Period") (and thereafter until all Letter Agreements made pursuant to this Agreement shall have expired in accordance with their respective terms), unless mutually agreed otherwise by the parties hereto in writing.

**3. STUDY DATA AND RESULTS**

Institutions shall provide NeoPharm, in writing, with all requested data and results directly arising from performance of the Study, at such intervals as NeoPharm shall reasonably request. During regular business hours and with reasonable advance written notice, NeoPharm shall have access to the laboratory and clinical data which is generated as a direct result of performing the Study as contemplated in the Protocol, provided that the confidentiality of all Study subjects shall be maintained in accordance with applicable federal rules and regulations and the Institutions' internal policies. The case report forms to be completed by the Institution and delivered to NeoPharm shall be the sole property of NeoPharm and, subject to NeoPharm's confidentiality obligations under this Article 7, Institution's publication rights under Article 8, Institution's intellectual property rights under Article 9, and Institution's disclaimer under Article 20, NeoPharm may use all information contained therein without restriction. Study records, including either the original or a copy of patient informed consent forms, shall be retained in accordance with the requirements of section 312.62, Title 21 of the Code of Federal Regulations.

**4. INSPECTIONS**

In the event regulatory agencies and/or representatives of NeoPharm wish to inspect a Study site either during or after (for a period of time not to exceed two (2) years following the FDA action (e.g., marketing approval and labeling approval) for which the Study is being conducted) the conclusion of a Study, the Institutions agree to allow such inspections at mutually agreeable times, and if requested, to assist the inspectors and representatives in their activities.

**5. DEBARMENT CERTIFICATION**

The Institutions hereby certify that they have not been debarred under Section 306(a) or 306(b) of the Federal Food, Drug and Cosmetic Act and that, to the best of their knowledge and after reasonable inquiry, they have not and will not employ or otherwise use in any capacity the services of any person debarred under Section 306(a) or 306(b) in connection with their activities related to a Study.

**6. PAYMENTS**

A. NeoPharm agrees to pay the Institutions for each Study conducted by the Institutions according the applicable Letter Agreement governing such Study.

B. All Payments required hereunder shall be made payable to the appropriate Institution performing the Study, as stated in the applicable Letter Agreement.

**7. CONFIDENTIAL INFORMATION**

A. The parties agree not to disclose or to use for any purpose other than performance of the Study any and all trade secrets, privileged records or other proprietary information disclosed to the other party pursuant to this Agreement, or the results derived from the Study (except in accordance with paragraph 8) (collectively "Confidential Information"). Such Confidential Information (except for the results derived from the Study) must be disclosed in writing and clearly marked as "confidential", or if graphic or oral, reduced to writing within thirty (30) days of disclosure and clearly marked as "confidential". The obligation of non-disclosure and non-use shall not apply to the following:

(1) Information that is publicly available or later becomes publicly available through means other than the unauthorized disclosure by recipient;

(2) Information that is in the possession of recipient at the time of disclosure as evidenced by recipient's contemporaneous written records;

(3) Information that is disclosed to the recipient by a third party without recipient's knowledge of a breach of a duty to the disclosing party;

(4) Information that is independently developed by recipient without use of disclosing party's information as evidenced by recipient's contemporaneous written records;

(5) Information ordered disclosed by any governmental authority or otherwise by any statute, regulation or decree (after providing the disclosing party with reasonable notice of such requirement to divulge and with an opportunity to obtain a protective order).

B. Unless otherwise specified in a Study-specific Letter Agreement and initialed by authorized representative of Institution, the obligations of non-disclosure and non-use under this Article shall survive and continue for three (3) years following expiration or termination of the Study for which the Confidential Information was disclosed.
C. In the event NeoPharm shall come into contact with a Study subject's medical records, NeoPharm shall hold in confidence the identity of the patient and shall comply with all applicable law(s) and institutional policies regarding the confidentiality of such records.

**8. PUBLICATION/PRESENTATIONS**

Institutions reserve the right to publish the results of the Study. The relevant Institution will, however, notify NeoPharm and will submit a draft of all manuscripts, abstracts, or presentation materials to NeoPharm for comments at least forty-five (45) days prior to submission for publication or oral presentation. NeoPharm shall notify Institution in writing within thirty (30) days of receipt of such draft whether such draft contains information that is Confidential Information under the provisions of Article 7, or information that if published would have an adverse effect on a patent application in which NeoPharm owns full or part interest, or intends to obtain an interest from Institution pursuant to this Agreement. It is the intent of the parties that no publication will contain any Confidential Information disclosed by NeoPharm without NeoPharm's prior written permission. With respect to material or Study results affecting a patent application, NeoPharm has the right to request a delay of publication and Institution agrees to delay said publication for a period not exceeding forty-five (45) days. In any such notification, NeoPharm shall indicate with specificity to what manner and degree Institution may disclose said information. Institution shall have the final authority to determine the scope and content of any publication, provided that such authority shall be exercised with reasonable regard for the commercial interests of NeoPharm.

**9. INVENTIONS AND PATENTS**

A. Except as prohibited by federal or state law, nothing in this Agreement shall be deemed to give the Institutions or Principal Investigator any rights to or ownership in technology or property currently owned by NeoPharm, nor to give to NeoPharm any rights to or ownership in technology or property currently owned by the Institutions or Principal Investigator.

B. To the extent that NeoPharm has authored the Study Protocol, and has designed and structured the manner in which the work is to be conducted, all inventions made in the direct performance of the Study Protocol shall be the property of NeoPharm. In instances in which NeoPharm desires to secure patent protection for such inventions, Principal Investigator and the Institutions shall cooperate, at NeoPharm's expense, with NeoPharm for the purposes of filing and prosecuting all patent applications.

C. To the extent that Principal Investigator or other Institutional employees develop an invention other than in the direct performance of NeoPharm's Study Protocol or relating to the Study Drug, such invention shall be the sole property of the Institution. To the extent that NeoPharm pays all direct and indirect costs of the Study and patent filing and prosecution costs relative to such other invention, NeoPharm shall be granted a six (6) month option ("Option Period") to negotiate an exclusive, royalty-bearing license to make, have made, use and sell such inventions, the terms to be negotiated in good faith under commercially reasonable terms. In the event NeoPharm and the applicable Institution are unable to agree upon the terms of a license for an invention as provided in this Section 9(c) within the Option Period, and the applicable Institution desires to offer a license to such invention to a third party on terms more favorable than those last offered to NeoPharm, the Institution shall first offer the license of such invention to NeoPharm on the more favorable terms prior to entering into a license with any third party. This obligation of right of first refusal expires 1 year after the specific invention is disclosed to NeoPharm. If NeoPharm does not accept the terms so offered within thirty (30) days, the Institution may proceed to license the invention to the third party on the more favorable terms originally proposed to such third party.

D. This Agreement and transfer of the Study Drug to Principal Investigator and Institutions constitutes a license, not a sale, to use the Study Drug solely for its performance of the investigational Study.

**10. INDEMNIFICATION**

A. Each Institution shall, to the extent authorized under the Constitution and laws of the State of Texas, indemnify and hold NeoPharm harmless from liability resulting from the negligent acts or omissions of Institution, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement or Letter of Agreement; provided, however, that Institutions shall not hold NeoPharm harmless from claims arising out of the negligence or willful malfeasance of NeoPharm, its officers, agents, or employees, or any person or entity not subject to Institutions' supervision or control.

B. NeoPharm shall indemnify and hold System, Institutions, their Regents, officers, agents and employees harmless from any liability or loss resulting from judgments or claims against them ("Losses") arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by NeoPharm of the results of the Study; provided, however, that Losses are excluded from NeoPharm's obligation to indemnify and hold harmless to the extent that they arise from:

(i) the negligent or willful failure of an Institution to comply with any applicable governmental requirements or to adhere to the terms of the Protocol identified in Exhibit A attached hereto or Sponsor's written instructions; or

(ii) the negligence or willful malfeasance of a Regent, officer, agent, or employee of Institutions or System, or any person or entity subject to Institutions' supervision or control.

C. Deviations from the terms of the Protocol that may arise out of medical necessity in accordance with reasonable medical judgment shall not preclude NeoPharm's indemnification obligations hereunder, provided that the Institutions promptly notify NeoPharm of such deviation.

D. The Institutions will promptly notify NeoPharm in writing of any claim or injury relation to any loss subject to this indemnification. Subject to the statutory duties of the Texas Attorney General, the Institutions will cooperate in assisting NeoPharm in presenting a defense, if so requested. NeoPharm agrees to pay all out-of-pocket expenses for this cooperation.

E. NeoPharm agrees to pay for the actual costs of all diagnostic procedures and medical treatment necessary to help the subject recover promptly from any personal injuries sustained as a result of participating in a Study, but not a consequence of the ordinary progression of the disease. The Institutions agree that they will not seek or collect, and will not assist the Study subject in seeking or collecting, reimbursement from any health insurance plan, PPO, or governmental medical plan or other government-provided health coverage available to the subject for any medical expenses paid by NeoPharm pursuant to this section.

F. NeoPharm warrants that it maintains a policy or program of insurance or self-insurance at levels sufficient to support the indemnification obligations assumed herein. Upon request NeoPharm will provide evidence of its insurance.

G. Neither party will be responsible to the other for any consequential, punitive, or indirect damages.

**11. PUBLICITY**

Neither party shall use the name of the other party or of the Principal Investigator, any staff member, employee or student of the other party or any adaptation thereof, nor issue any public statement about this Agreement, including its existence, without the prior written permission of the other party, except as required by law (and, in such case, only with prior notice to the other party and Sponsor). Such prior permission shall not be unreasonably withheld. The parties agree that in order for the Institutions to satisfy their reporting obligations, they may identify Sponsor as the Study sponsor and the amount of funding received.

**12. TERMINATION**

A. Either party may terminate this Agreement at any time in its sole discretion upon thirty (30) days written notice. In the event of early termination of this Agreement, provisions incorporated by reference in a Letter Agreement will survive termination of this Agreement until termination or expiration of such Letter Agreement.

B. Either party may terminate a Letter Agreement at any time in its sole discretion upon thirty (30) days written notice; provided however, either party may terminate a Letter Agreement immediately upon written notice for safety, regulatory or ethical reasons. In the event of the early termination of a Letter Agreement: (1) all unused Study materials shall be returned to NeoPharm at the sole expense of NeoPharm and NeoPharm shall reimburse the applicable Institution for all actual costs and non-cancelable obligations reasonably incurred prior to the date of termination; and (2) the final payment for such Study will be calculated based on the number of evaluable completed subjects, with a prorated allowance for those still in a Study but only partially completed at the time of discontinuation less any amounts already paid by NeoPharm. If the amount already paid by NeoPharm exceeds total the amount payable to the applicable Institution for a Study under this Agreement, then the difference must be returned to NeoPharm within sixty (60) days of the date of termination.

C. In the event of termination of this Agreement and/or Letter Agreement prior to completion of a Study, the Institution and Principal Investigator shall use all reasonable efforts to minimize further costs.

**13. NOTICE**

Whenever any notice is to be given pursuant to this Agreement or a Letter Agreement, it must be in writing and sent to the address set forth below, or such other address as is subsequently specified in writing, as well as any persons so designated under an applicable Letter Agreement, including the Principal Investigator:

**If to NeoPharm:**
NeoPharm, Inc.
150 Field Drive, Suite 195
Lake Forest, IL 60045
Attn: Joe Gerbasi
(847) 295-8678
cc: JoAnn Jessen

**If to Institution:**

Such notice will be addressed to the applicable Institution as listed in Exhibit B. Also, when of a clinical nature or otherwise related to the Study, correspondence should be directed to the attention of the Principal Investigator of such Study listed in Letter Agreement in Exhibit A. Notice is deemed given when received if sent by nationally recognized overnight courier, or five days after deposit in the United States mail.

**14. APPLICABLE LAW**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

**15. INDEPENDENT CONTRACTORS**

It is understood and agreed that in connection with their performance under this Agreement and any Letter Agreement, the Institution and Principal Investigator (and their respective agents and employees) shall be acting as independent contractors and not agents or employees of NeoPharm.

**16. ENTIRE AGREEMENT**

A. This Agreement together with its Exhibits constitutes the entire understanding of the parties with respect to the subject matter hereof. Any modifications of this Agreement shall be in writing signed by duly authorized representatives of each party hereto.

B. This Agreement constitutes a master agreement; the terms and conditions of which shall apply to each Letter Agreement agreed upon by the parties even if NeoPharm's obligations are assumed by an authorized agent or CRO.

**17. COUNTERPARTS**

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

**18. SURVIVAL**

The provisions of Articles 3, 7, 8, 9, 10, 11, 12, 13, 19, and 20 shall survive the expiration or termination of the Agreement or a Letter Agreement.

**19. ASSIGNMENT**

Neither party shall assign its rights or obligations hereunder to any third party without the prior written consent of the other party.

**20. NEGATION OF WARRANTY**

INSTITUTIONS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, RESULTS OF THE STUDY OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH RESULTS, OR ANY PRODUCT OR PROCESS BASED THEREON. THE INSTITUTIONS SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY NEOPHARM OR OTHERS AS A RESULT OF THE STUDY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**21. HIPAA COMPLIANCE**

NeoPharm agrees to keep private and to secure any information provided by Institution that is either Individually Identifiable Health Information ("IIHI") by the Health Insurance Portability and Accountability Act of 1996, codified at 42 USC § 1320d through d 8 ("HIPAA"), or Protected Health Information ("PHI") as promulgated in 45 CFR Part 164 ("HIPAA Privacy Regulations") and 45 CFR Part 142 ("HIPAA Security Regulations") should the HIPAA Security Regulations become final and effective. NeoPharm agrees to only use and disclose PHI (i) received from Institution, (ii) used, created, received, maintained or disclosed by Institution, or (iii) otherwise associated with Institution (collectively, "Institution PHI") as required to use such data for the intended purposes of this Agreement (e.g., regulatory submissions), which services may include the proper management and administration of this Agreement and data aggregation services for the health care operations of Institution. NeoPharm will not use or further disclose Institution PHI other than as permitted under this Agreement and NeoPharm will use appropriate safeguards to prevent the use or disclosure of Institution PHI for any reason other than as provided by this Agreement. NeoPharm agrees to promptly notify Institution of any use or disclosure of Institution PHI not permitted under this Agreement. NeoPharm agrees to notify Institution of its corrective actions to cure any breaches of this Section, HIPAA, or the HIPAA Privacy Regulations as soon as possible. NeoPharm understands that Institution may terminate this Agreement immediately without liability to NeoPharm if NeoPharm's actions are not successful in remedying the breach within 90 days. Institution may also report the problem to the Secretary of Health and Human Services. NeoPharm shall require any of its agents or subcontractors who receive Institution PHI to be bound by the same restrictions and conditions set forth in this Agreement. NeoPharm agrees to comply with §164.524 (Access of Individuals to PHI), 164.526 (Amendment of PHI) and 164.528 (Accounting of Disclosures of PHI) of the HlPAA Privacy Regulations. NeoPharm agrees to make its internal practices, books, and records relating to the use and disclosure of Institution PHI available to the Secretary of Health and Human Services or Institution for purposes of determining NeoPharm's compliance with the HIPAA Privacy Regulations. After NeoPharm has completed working with or using Institution PHI, NeoPharm agrees to return or destroy all Institution PHI (excluding data which does not include direct identifiers) if feasible, and if not feasible, NeoPharm agrees (a) to provide Institution with an explanation as to why it is not feasible, and (b) to protect the Institution PHI from wrongful uses or disclosures. If NeoPharm decides to destroy any Institution PHI containing direct identifiers under this Agreement, NeoPharm will maintain a record of the proper destruction of Institution PHI or provide Institution with notice and certification of proper destruction of Institution PHI. It is agreed and understood that the foregoing obligation for NeoPharm do NOT apply to de-identified data. NeoPharm shall have a royalty-free, non-exclusive license to use all such de-identified data for purposes of its research, publications, and/or regulatory submissions.

**SIGNATURES ON NEXT PAGE**



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

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| **NEOPHARM, INC**.By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Jeffrey W. Sherman, M.D., FACPChief Medical Officer, Executive Vice PresidentDate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **The University of Texas M. D. Anderson Cancer Center**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Leonard A. Zwelling, M.D., M.B.A.Vice President for Research AdministrationDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **The University of Texas Health Science Center at Houston**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Devin S. LonguetLegal OfficerDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **The University of Texas Southwestern Medical Center at Dallas**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Perrie M. Adams, Ph.D.Associate Dean for ResearchDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **The University of Texas Medical Branch at Galveston**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Linda Sobolak, MPHDirector, Office of Clinical ResearchDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **The University of Texas Health Center at Tyler**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Michelle Hargis Director, Office of Grants AdministrationDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **The University of Texas Health Science Center at San Antonio**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Jane Youngers Director, Grants ManagementDate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   |



**EXHIBIT A**

**SAMPLE LETTER AGREEMENT**

January 1, 200\_

\_\_\_\_\_\_\_\_\_\_\_\_\_, M.D.
Name and address of Institution

**RE: NeoPharm Protocol # \_\_\_\_\_\_\_\_\_\_\_, entitled "\_\_\_\_\_\_\_\_\_\_"**

Dear Dr. \_\_\_\_\_\_\_:

The purpose of this letter ("Letter Agreement") is to set forth the terms under which the Institution ("the Institution") will participate in a clinical study of \_\_\_\_\_\_\_\_ ("Study Drug"). The Institution and NeoPharm entered into a certain Master Clinical Trial Agreement dated \_\_\_\_\_\_ ("Master Agreement"), the terms and conditions of which are incorporated herein by reference. Any conflict between the terms of the Master Agreement and the Protocol shall be controlled by the Master Agreement.

**1. CLINICAL TRIAL RELATED INFORMATION**

**Principal Investigator:**

**Test Compound:**

**Is this a Multi-Center Trial? [Yes or No]**

**Clinical Trial Dates: Initiation:**

**Completion:**

**Number of Patients to be Enrolled:**

**2. NOTICE**

Any notice required or permitted hereunder shall be in writing and sent to the address set forth below, or such other address as is subsequently specified in writing, as well as any persons so designated under the Master Agreement itself:

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| --- | --- |
| **If to NeoPharm:Medical Matters:**Attn: Jeffrey W. Sherman, M.D., FACPChief Medical Officer, Executive Vice President150 Field Drive, Suite 195Lake Forest, IL 60045(847) 295-8678 | **Grant and Contract Matters:**Attn: Joe Gerbasi150 Field Drive, Suite 195Lake Forest, IL 60045(847) 295-8678cc: JoAnn Jessen  |
| **If to the Institution:Medical Matters:**Principal Investigator named aboveMail address of Principal Investigator  | **Grant and Contract Matters**Research Administrator listed on Exhibit B of Master Agreement |

**3. LIST OF ATTACHMENTS AND PROTOCOL AS PROVIDED BY NEOPHARM:**

Protocol: [Code Number and Title]: Attached hereto

Schedule A: Attached

Copy of Master Clinical Trial Agreement: On file with the Institution and NeoPharm

**4. COST AND PAYMENT**

A. NeoPharm will provide financial support to the Institution for the conduct of the Study in accordance with the payment terms attached hereto as Schedule A ("Payment Terms") and incorporated herein by reference.

B. Checks will be made payable to "the Institution". Checks will have the Protocol number and account name and Tax Identification number and will be mailed to the applicable address noted in Exhibit B.

If the foregoing terms are acceptable, please have duplicate copies of this Letter Agreement executed by a duly authorized representative of the Institution and return one fully executed original to me.

Sincerely yours,

NeoPharm, Inc.

By:

Name:

Title:

|  |  |
| --- | --- |
| The Institution By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | I have read this Letter Agreement and understand my obligations hereunder:By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: Principal InvestigatorDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |



**EXHIBIT B**

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| --- | --- |
| Melinda Mathis, MPADirector Sponsored Programs and ComplianceOffice of Research AdministrationUT M.D. Anderson Cancer Center1515 Holcombe Boulevard, Unit 307Room B8.4453Houston, TX 77030phone: 713-745-3468fax: 713-794-4535email: mmathis@mdanderson.orgTax ID: 74-6001118 | Perrie Adams, Ph.D.Assoc. Dean for ResearchThe University of Texas Southwestern Medical Center at Dallas5323 Harry Hines Blvd., B1.204Dallas, TX 75390-9016phone: 214-648-6449fax: 214-648-3362email: perrie.adams@utsouthwestern.eduTax ID: 75-6002868  |
| Ms. Susan E. RamseyContract AdministratorThe University of Texas HealthScience Center at HoustonP.O. Box 20036Houston, TX 77225phone: 713-500-3268fax: 713-500-3275email : Susan.E.Ramsey@uth.tmc.eduTax ID: 74-1761309Overnight address is:7000 Fannin Street, Suite 1460Houston, TX 77030 | Ms. Michelle HargisDirector, Office of Grants AdministrationThe University of Texas Health Center at Tyler11937 U.S. Hwy. 271Tyler, TX 75708phone: 903-877-7756fax: 903-877-7759email: michelle.hargis@uthct.eduTax ID: 75-600-1354    |
| Linda Sobolak, MPHDirector The University of Texas Medical Branchat GalvestonOffice of Clinical Research 301 University Boulevard, Rt. 0671Galveston, TX 77555-0671phone: (409) 747-3794fax: (409) 747-3793email: lssobola@utmb.eduTax ID: 74-6000949 | Ms. Jane A. YoungersDirector, Grants ManagementThe University of Texas Health Science Center at San Antonio7703 Floyd Curl Drive, Mail Code 7828San Antonio, TX 78229-3900phone: 210-567-2333fax: 210-567-2344email: youngers@uthscsa.eduTax ID: 74-1586031  |