**NON-GOVERNMENTAL CLINICAL STUDY AGREEMENT
("Clinical Trials")**

THIS AGREEMENT is made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between The University of Texas ("INSTITUTION"), a component of The University of Texas System ("SYSTEM"), and The Upjohn Company, 7000 Portage Road, Kalamazoo, Michigan 49001 ("SPONSOR"), INSTITUTION and SPONSOR agree as follows:

**1. PROTOCOL**

1.1 INSTITUTION agrees to use its best efforts to conduct the STUDY, as an independent contractor, in accordance with INSTITUTIONAL policy, applicable laws and regulations and the Protocol/Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Protocol #\_\_\_\_\_\_\_\_\_\_\_\_\_\_) described in Exhibit I as attached hereto and incorporated herein. The STUDY will be supervised by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at INSTITUTION with assistance from associates and colleagues as required.

1.2 SPONSOR agrees to engage the services of INSTITUTION to conduct the STUDY and further agrees to provide at no cost to INSTITUTION the (drug materials, equipment) for the conduct of the STUDY.

**2. AWARD**

2.1 In consideration for performance of the study by INSTITUTION, SPONSOR shall pay INSTITUTION $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per evaluable case for expenses for the clinical study of approximately \_\_\_\_\_\_\_\_\_\_\_ patients and other related costs. This amount, shown by approximate category of expense in Exhibit II attached hereto for information only, is payable as services are rendered, upon request of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**3. TERM**

3.1 This Agreement shall continue in force until completion of the STUDY as mutually agreed upon by the parties, or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_) months from the date herein above, or may be earlier terminated by either party's giving thirty (30) days advance notice of termination to the other.

3.2 Upon early termination of this Agreement, SPONSOR shall be liable for all reasonable costs incurred or obligated by INSTITUTION at the time of such termination, subject to the maximum amount specified in Article 2. SPONSOR shall pay INSTITUTION for such costs within thirty (30) days of receipt of an invoice for same.

3.3 Upon termination of this Agreement, INSTITUTION shall return SPONSOR'S material and equipment to SPONSOR.

**4. INDEMNIFICATION**

4.1 INSTITUTION shall, to the extent authorized under the Constitution and laws of the State of Texas, hold SPONSOR 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; provided, however, that INSTITUTION shall not hold SPONSOR harmless from claims arising out of the negligence of SPONSOR, its officers, agents, or any person or entity not subject to INSTITUTION supervision or control.

4.2 SPONSOR shall indemnify and hold harmless SYSTEM, INSTITUTION, their regents, officers, agents and employees from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by SPONSOR of the results of the STUDY; provided, however, that the following is excluded from SPONSOR'S obligation to indemnify and hold harmless:

a. the negligent failure of INSTITUTION to comply with any applicable governmental requirements or to adhere to the terms of the protocol attached hereto as Exhibit I; or

b. the negligence or willful malfeasance by a regent, officer, agent, or employee of INSTITUTION or SYSTEM.

**5. PUBLICATION AND CONFIDENTIALITY**

5.1 All case report forms derived from this sponsored protocol shall be the confidential property of SPONSOR subject to right to publish as set forth below in 5.2. INSTITUTION may have unrestricted access to the case report forms and any other data resulting from the STUDY for purely scientific and educational purposes, but may not use it for any commercial purposes (i.e., furtherance of the interest of any profit-making enterprise) without the written consent of SPONSOR.

5.2 The parties reserve the right to publish or otherwise make public the data or other results of the STUDY. The party so wishing to publish or make public shall submit any such manuscript or release to the other party for comment prior to publication or release.

5.3 Except as otherwise required by law or regulation, neither party shall release or distribute any materials or information containing the name of the other party or any of its employees without prior written approval by an authorized representative of the non-releasing party, but said approval shall not be unreasonably withheld.

5.4 Each party shall hold in confidence for three (3) years after the termination of this Agreement any information identified as proprietary or confidential obtained from the other party during the course of this STUDY. Nothing herein, however, shall prevent INSTITUTION or any other component of SYSTEM from using any information generated hereunder for ordinary research and educational purposes of a university.

**6. GENERAL**

6.1 This Agreement constitutes the entire and only Agreement between the parties relating to the STUDY, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof, including the exhibits attached hereto, may be made except by a written document signed by the duly authorized representatives of the parties.

6.2 Any conflicts between the Protocol and this Agreement are controlled by this Agreement.

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

6.4 This Agreement anticipates educational training and may involve health science postgraduates and other students of the INSTITUTION.

6.5 The principal investigator will not be changed without SPONSOR'S consent.

6.6 INSTITUTION represents that the principal investigator and all other investigators that may perform services hereunder are its employees and shall abide by the terms and conditions of this Agreement as if each were a party hereto.

**7. PATENT PROVISION**

7.1 The INSTITUTION recognizes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a compound developed and patented by SPONSOR, and INSTITUTION agrees to make no claim to patent rights, property rights, or any other rights regarding their manufacture, sale, existing use, or distribution. However, other inventions unrelated to the current known uses of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by INSTITUTION'S investigators that may arise in the course of this study shall be owned by INSTITUTION. INSTITUTION will offer to SPONSOR an exclusive, worldwide license on reasonable terms to be negotiated. In the event SPONSOR does not accept the terms of the negotiated license within ninety (90) days, INSTITUTION may offer the same terms to any third party. In the case of inventions jointly made by INSTITUTION and SPONSOR, the invention shall be the property of the INSTITUTION and SPONSOR jointly.

IN WITNESS WHEREOF The University of Texas and The Upjohn Company, hereby enter into this Agreement, effective as of the date first hereinabove written, and execute four (4) original counterparts.

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| University of Texas \_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                Name Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | The Upjohn Company By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                Name Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

I have read this Agreement and understand
my obligations hereunder.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
                   (Principal Investigator)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_