**CLINICAL RESEARCH AGREEMENT**

This is an Agreement made by and between Boehringer Ingelheim Pharmaceuticals, Inc., having its principal office at 900 Ridgebury Road, Ridgefield, Connecticut 06877 (hereinafter called "BIPI") and The University of Texas [Component] (hereinafter called "INSTITUTION") having its principal office at [Component address], a Component Institution of The University of Texas System (hereinafter called "SYSTEM").

**BACKGROUND OF THE AGREEMENT**

Under this Agreement, BIPI will sponsor and INSTITUTION will conduct a clinical study of BIPI's to determine the [Protocol], according to BIPI's clinical study protocol I.D. No. [Protocol I.D. number]. [Principal Investigator], a staff member of INSTITUTION, shall act as PRINCIPAL INVESTIGATOR.

1. DESCRIPTION OF WORK TO BE PERFORMED

INSTITUTION acting through [Principal Investigator] as Principal Investigator (hereinafter referred to as "PRINCIPAL INVESTIGATOR"), shall carry out a clinical study according to BIPI's clinical study protocol I.D. No. [Protocol I.D. number] entitled, "[Title of Protocol]," attached hereto as Exhibit I and incorporated herein by reference (hereinafter referred to as the "STUDY").

2. REIMBURSEMENT OF COST

A. In support of the STUDY, BIPI shall pay INSTITUTION the total maximum sum of [total sum]. This sum is based upon the completion of [number of patients] patients and is calculated according to the itemized grant request and payment schedule attached hereto as Exhibit II and Exhibit IIa.

B. Payments shall be by company checks made payable to [Name and address of Component Institution].

3. PERSONNEL

The project shall be performed by personnel assigned thereto by INSTITUTION, who shall work under the supervision and direction of PRINCIPAL INVESTIGATOR who shall be investigators, consultants, the Food and Drug Administration (herein "FDA"), and other federal, state, and/or local regulatory agencies, provided that any such use and disclosure shall be subject to INSTITUTION's patent rights and INSTITUTION's publication rights under Article 5(a).

6. INDEMNIFICATION

The parties shall indemnify each other as provided below:

A. BIPI Indemnity

(1) BIPI undertakes to indemnify and hold harmless SYSTEM/INSTITUTION, PRINCIPAL INVESTIGATOR, their Regents, officers, agents, employees, students, persons holding academic appointments within INSTITUTION, and affiliated INSTITUTIONS, from any and all liability, loss or damage they may suffer as the result of claims, demands, costs, including reasonable attorneys' fees, or judgements against them arising out of activities to be carried out in performance of the Protocol and the Statement of Investigator FDA Form 1572; and the use by BIPI of the results of the STUDY provided however, that BIPI will not be responsible for any losses or claims, including attorneys' fees and court costs, arising from any injuries or damages that are a result of:

(a) the sole gross negligence or intentional misconduct of INSTITUTION, PRINCIPAL INVESTIGATOR, or INSTITUTION employees;

(b) research activities conducted contrary to the provisions of the Protocol or outside the scope of the Protocol;

(c) actions by INSTITUTION in violation of applicable laws or regulations, or in violation of any written instructions from BIPI;

(d) unauthorized warranties by INSTITUTION relating to the Product.

(2) BIPI agrees to provide a diligent defense against any claims brought against SYSTEM/INSTITUTION, PRINCIPAL INVESTIGATOR, their Regents, officers, agents employees, students, persons holding academic appointments within INSTITUTION, and affiliated INSTITUTIONS with respect to the subject of the indemnity contained in this section, whether such claims or actions are rightfully or wrongfully brought or filed.

B. INSTITUTION Indemnity

(1) To the extent authorized under the Texas Constitution and the laws of the State of Texas, INSTITUTION undertakes to indemnify and hold harmless BIPI, its officers, agents, and employees, from any and all liability, loss or damage they may suffer as a result of claims, demands, costs, including reasonable attorney's fees, or judgements against them arising out of the negligent acts or omissions of the INSTITUTION, its agents or employees pertaining to the activities to be carried out in the performance of the protocol and the State of Investigator FDA Form 1572 for the STUDY.

(2) INSTITUTION agrees to provide a diligent defense against any claims brought or actions filed against BIPI, its officers, agents, and employees, with respect to the subject of the indemnity contained in this section, whether such claims or actions are rightfully or wrongfully brought or filed.

C. Conditions of Indemnity

Any party (hereinafter referred to as the "INDEMNIFIED PARTY") wishing to be indemnified hereunder shall:

(1) promptly after receipt of notice of any complaint or the commencement of any action, suit or proceeding giving rise to the right or indemnification, notify the other party thereof in writing of all particulars known to the INDEMNIFIED PARTY and enclose a copy of all papers served;

(2) permit the other to retain counsel of that party's choosing to represent the INDEMNIFIED PARTY (but in the event that the other party does not choose counsel to represent the INDEMNIFIED PARTY, the INDEMNIFIED PARTY may select its own counsel, the fee and costs of which counsel will be borne by the other party); and

(3) allow the other party, but in the case where INSTITUTION is the INDEMNIFIED PARTY subject to the Statutory duties of the Texas Attorney General, to retain exclusive control of any such action, suit or proceeding including the right to make any settlement provided that the other party will not make any settlement which could reasonably be expected to have a negative effect on the reputation of the INDEMNIFIED PARTY, without the prior written consent of the INDEMNIFIED PARTY.

7. TIME FOR COMPLETION OF STUDY

A. INSTITUTION shall use reasonable efforts to complete the STUDY by [date of end of study].

B. Notwithstanding the foregoing, this Agreement may be terminated by either party at anytime upon 30 days advance written notice to the other party. Upon receipt of notice of early termination, INSTITUTION shall use its best efforts promptly to limit or terminate any outstanding commitments and to conclude the work. All costs incurred by INSTITUTION as a result of such termination shall be reimbursable including, without limitation, all non-reimbursed costs and non-cancelable commitments incurred prior to the receipt of the notice of termination.

8. FORCE MAJEURE

INSTITUTION shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond INSTITUTION control, or by reason of any of the following: labor disturbances or disputes of any kind, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

9. ASSIGNMENTS

Neither INSTITUTION nor BIPI shall assign this Agreement to any other person without the prior written consent of the other, and any purported assignment without such consent shall be void.

10. SEVERABILITY

In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

11. ENTIRE AGREEMENT: AMENDMENTS

This Agreement and the Appendices hereto contain the entire Agreement between the parties. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.

12. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives.

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| University of Texas \_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                 Name  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Boehringer Ingelheim Pharmaceuticals, Inc.  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                 Name  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

I have read this Agreement and understand  
my obligations hereunder.

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

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