MASTER MATERIALS AND FUNDING AGREEMENT

This **MASTER MATERIALS AND FUNDING AGREEMENT** (this "Master Agreement") dated June 28, 2007 (the "Effective Date"), is entered into by and between Amgen Inc., One Amgen Center Drive, Thousand Oaks, California 91320-1799, together with its Affiliates ("Amgen") and each of **The University of Texas Health Sciences Center at San Antonio, The University of Texas Health Science Center at Houston, The University of Texas M.D. Anderson Cancer Center, The University of Texas Southwestern Medical Center at Dallas, The University of Texas Medical Branch at Galveston, The University of Texas at Austin, and The University of Texas Health Science Center at Tyler** (each an "Institution"), each with an office and place of business as set forth on Appendix 1 attached hereto (Amgen and each Institution are referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS Amgen is engaged in continuing research and development of chemical and biopharmaceutical products and Research Materials (defined hereinbelow) in connection therewith;

WHEREAS, each Institution is an institution of higher education within The University of Texas System ("System"), an agency of the State of Texas, and is engaged in medical research;

WHEREAS, each Institution would like to conduct one or more Research Programs (as defined below), none of which are sponsored by Amgen or any other commercial entity, and may seek from Amgen Research Funding (as defined below) or Research Materials (as defined below) in order to pursue such Research Program; and

WHEREAS Amgen and each Institution seek to avoid protracted negotiations and resulting delays in research in connection with such requests for Research Materials and Research Funding for such non-sponsored research; and

WHEREAS, in order to facilitate the periodic and expeditious transfer of Research Materials and Research Funding to Institution, Amgen and each Institution are entering into this Master Agreement to set forth the terms and conditions under which Amgen may periodically provide Research Materials and/or Research Funding to an Institution for use in research at the Institution, and the Parties intend for this Master Agreement to serve as a master agreement that establishes the terms and conditions for the periodic transfer of Research Materials and/or Research Funding to each Institution for a variety of studies that may be undertaken by investigators at the Institution.

NOW THEREFORE, in consideration of the foregoing and the covenants and promises contained in this Master Agreement, the Parties agree as follows:

1 **Definition of Terms.** As used herein, the following terms shall have the following meanings, whether used in the singular or plural.

1.1 "Affiliate(s)" means any corporation or other entity that is directly or indirectly controlling, controlled by or under the common control with a party. For the purpose of this definition, "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the outstanding shares or other voting rights of the subject entity to elect directors, or if not meeting the preceding, any entity owned or controlled by or owning or controlling at the maximum control or ownership right permitted in the country where such entity exists.

1.2 "Amgen Business Partner" means any licensor, licensee, or assignee regarding Amgen IP, or any other third party in a business relationship with Amgen regarding the research, manufacture, sale, or distribution of a chemical or biopharmaceutical product.

1.3 "Amgen Employee" means any of Amgen's employees, as well as any contractors or affiliated personnel who have an obligation to assign intellectual property rights to Amgen.

1.4 "Amgen ERA" means Amgen Extramural Research Alliances or a similar organization within Amgen that Amgen may designate in writing. All communications to Amgen ERA under this Master Agreement shall be provided by e-mail to ERA@amgen.com or by facsimile to Extramural Research Alliances, Amgen at 805-499-7573.

1.5 "Amgen Information" means all information, procedures, results, conclusions, and the like that are disclosed or provided to the Institution by Amgen in connection with a Research Program.

1.6 "Amgen IP" means :

1.6.1 any rights to inventions or discoveries for which at least one Amgen Employee is an Inventor and no Institution Employee is an Inventor;

1.6.2 any rights to inventions or discoveries that a third party assigns or licenses to Amgen, regardless of whether such license is non-exclusive, semi-exclusive, or exclusive;

1.6.3 any rights to inventions or discoveries that Amgen assigns or licenses to a third party, regardless of whether such license is non-exclusive, semi-exclusive, or exclusive, provided no Institution Employee is an Inventor of said inventions or discoveries;

1.6.4 any rights to Know-How created by or on behalf of any Amgen Employee(s) and not by or on behalf of any Institution Employee(s); and

1.6.5 any rights to Know-How that a third party assigns or licenses to Amgen, regardless of whether such license is non-exclusive, semi-exclusive, or exclusive.

1.7 "Amgen Scientific Contact" means that person or persons designated as such by Amgen in connection with a Research Program or otherwise identified by Amgen in writing.

1.8 "CREATE Act" means the Cooperative Research and Technology Enhancement Act of 2004, 35 U.S.C. §103(c)(2) and (3) and regulations promulgated therefrom.

1.9 "CREATE Patent Rights" means any patent application and patent issuing therefrom for which the benefits of the CREATE Act are invoked because of Amgen's patent rights.

1.10 "Human Substances" means cells, tissues, blood and other bodily fluids collected from human subjects, as well as any derivatives of any thereof, including but not limited to cell cultures, cell lines, expression vectors, and the like.

1.11 "Institution Employee" means an Investigator and any personnel affiliated with the Institution who have an obligation to assign to the Institution any intellectual property rights arising from research conducted at the Institution or using the Institution's funding and/or facilities.

1.12 "Institution Sole Invention" means any Invention for which an Institution Employee is an Inventor and no Amgen Employee is an Inventor.

1.13 "Invention" means any and all inventions and discoveries conceived or reduced to practice in performance of a Research Program.

1.14 "Inventor" means a person who would be considered an inventor or co-inventor in accordance with U.S. patent law.

1.15 "Investigator" means a professor or other person employed by, associated with, or under the supervision and control of the Institution.

1.16 "Joint Invention" means any Invention for which at least one Amgen Employee is an Inventor and at least one Institution Employee is an Inventor.

1.17 "Know-How" means any information, whether proprietary or not and whether patentable or not, including without limitation ideas, concepts, formulas, methods, procedures, processes, designs, compositions, plans, documents, data, technologies, inventions, and discoveries, but not including with respect to Institution and Institution Employees any scholarly articles prepared for publication in a journal or presentations prepared for academic or scientific conferences or meetings.

1.18 "Lexicon Mouse Material" means that certain transgenic mouse and knockout mouse and technology associated with generating the same licensed by Amgen from Lexicon Genetics Incorporated, together with all purebred progeny, and all cells and/or cell lines derived therefrom.

1.19 "Lexicon Mouse Progeny" means the Lexicon Mouse Material (and all successive generations thereof), together with all cells and/or cell lines thereof, that are produced or developed by breeding Lexicon Mouse Material with any mouse other than Lexicon Mouse Material.

1.20 "Material" means proteins (including without limitation antibodies, proteins with natural amino acid sequences, proteins with modified amino acid sequences, protein fragments, fusion proteins, and proteins conjugated to other moieties), peptides, polypeptides, nucleic acids, vectors, cells, cell lines, cell extracts, natural products, small molecules, and the like.

1.21 "Mouse Material" means any genetically modified mouse, including but not limited to a mouse commonly referred to in the biological sciences as a transgenic mouse or as a knockout mouse, that is provided to the Institution by Amgen hereunder, together with all purebred progeny and all cells and/or cell lines derived therefrom.

1.22 "Mouse Progeny" means the Mouse Material (and all successive generations thereof), together with all cells and/or cell lines thereof, that are produced or developed by breeding the Mouse Material with any mouse other than the Mouse Material.

1.23 "Non-proprietary Material" means any Material other than a Proprietary Material.

1.24 "Notice of Invention" means a written description by the Institution and/or the Investigator of an Invention in sufficient written detail to permit the filing of a patent application relating to said Invention.

1.25 "Proprietary Material" means:

1.25.1 any Material for which Amgen IP encompasses the associated patent rights;

1.25.2 any Material for which Amgen IP encompasses rights to the patent or patent application in which the first disclosure of said Material in a patent or patent application appears;

1.25.3 any Material for which Amgen or an Amgen Business Partner applies for and/or possesses approval from a Regulatory Agency to use in studies with human subjects, including but not limited to clinical trials in any part of the world; and

1.25.4 any Material for which Amgen or an Amgen Business Partner applies for and/or possesses approval from a Regulatory Agency to make, sell, offer to sell, or distribute; and/or

1.25.5 For avoidance of doubt, the term "Proprietary Material" includes without limitation alfimeprase, ancestim, anakinra, cinacalcet, conatumumab, darbepoetin, denosumab, epoetin, etanercept, filgrastim, liatermin, metreleptin, motesanib diphosphate, palifermin, panitumumab, pegacaristim, pegfilgrastim, pegsunercept, quetumumab, and romiplostim.

1.26 "Regulatory Agency" means any agency having administrative authority in any jurisdiction to regulate the marketing of human pharmaceutical products or biological therapeutic products, delivery systems or devices. For avoidance of doubt, the term "Regulatory Agency" includes but is not limited to the United States Food and Drug Administration and any successor agency thereto.

1.27 "Research Funding" means any funding requested by the Institution and provided by Amgen for the sole purpose of conducting a Research Program under this Master Agreement.

1.28 "Research Material" means Proprietary Material, Non-proprietary Material, Mouse Material, and Lexicon Mouse Material provided by or on behalf of Amgen under this Master Agreement for use in any Research Program hereunder.

1.29 "Research Program" means a non-profit, scientific research project that is designed and conducted by one or more Institution Employees, an example of required information is shown hereunder as Exhibit A.

1.30 "Research Program Agreement" means a written agreement entered into by Amgen and an Institution pursuant to this Master Agreement that describes a mutually agreed upon Research Program to be undertaken by an Investigator at an Institution and which is substantially in the form of Exhibit A attached hereto.

1.31 "Research Program Effective Date" means the date identified as such in the Research Program Agreement.

1.32 "Research Program Term" means a period of two (2) years from the Research Program Effective Date, unless otherwise specified in the Research Program Agreement or adjusted by written agreement between the Parties.

1.33 "Results" means all Know-How obtained in the performance of a Research Program.

2 Research Program

2.1 *Content of research proposal.* Each Institution will provide a research proposal for each Research Program hereunder, which research proposal will be held in confidence by Amgen and may not be used by Amgen for any purpose other than evaluating whether it desires to provide the requested Research Materials or Research Funding. Each research proposal shall specify:

2.1.1 a protocol detailing how the Research Program will be conducted;

2.1.2 at least one Investigator;

2.1.3 any Research Material to be used in the Research Program; and

2.1.4 any Research Funding requested for the Research Program.

2.2 *Restrictions on conduct of Research Program.*

2.2.1 Each Research Program shall be conducted only by Institution Employees.

2.2.2 Each Research Program and Research Program Agreement may only be modified upon mutual written agreement of the parties to the Research Program Agreement.

2.2.3 For avoidance of doubt, any research in which a Material is to be administered in any way to human subjects does not fall within this Master Agreement and must be the subject of a different agreement between the Parties.

2.3 *Remedies for Noncompliance.*

2.3.1 In the event the Institution or the Investigator fails to comply with any of the terms or conditions of this Master Agreement, Amgen shall have the right to require that the Research Material shall, at Amgen's request and cost, be immediately returned to Amgen or destroyed.

2.3.2 Investigator and Institution shall not use the Research Materials to create any derivatives of the Research Materials. If the Investigator or the Institution uses the Research Material for purposes outside the Research Program, then all Know-How arising from such unauthorized uses shall be treated in all respects as Results and Inventions in accordance with this Master Agreement. For avoidance of doubt, this provision shall not be construed to mean that Amgen in any way condones the use of the Research Material for purposes outside the Research Program.

2.4 Any remedy specifically provided hereunder shall not limit Amgen's right of immediate termination under Section 11 of this Master Agreement nor any other remedies available to Amgen in law or equity.

2.5 Research Program Agreement.

2.5.1 For each Research Program that the Parties mutually agree upon, the Parties will execute a Research Program Agreement substantially in the form of Exhibit A.

2.5.2 Each Research Program Agreement will incorporate by reference the terms of this Master Agreement, but each Research Program Agreement will be a unique agreement between Amgen and the applicable Institution and will stand alone with respect to any other Research Program Agreement.

2.5.3 If any provisions of a Research Program Agreement are in direct conflict with this Master Agreement so that the provisions of both cannot be given effect, the terms of the Master Agreement will govern and control.

2.5.4 Promptly after the execution of a Research Program Agreement and at no cost to the Institution, Amgen will transfer to the Institution the applicable Research Materials in quantities to be determined by Amgen in consultation with the Investigator listed in such Research Program Agreement. Upon receipt of the Research Materials, the Investigator will perform the applicable Research Program.

3 Funding

3.1 For any Research Program in which Amgen has agreed to provide Research Funding, all monies shall be payable as follows:

3.1.1 Fifty percent (50%) of the Research Funding will be paid by Amgen within thirty (30) days of Amgen's receipt of the Institution's invoice after approval of the associated Research Program hereunder; and

3.1.2 Twenty-five percent (25%) of the Research Funding will be paid by Amgen within thirty (30) days of the Institution's invoice after or concurrent with Amgen's receipt of an interim written report pursuant to Section 5 hereof.

3.1.3 Twenty-five percent (25%) of the Research Funding will be paid by Amgen within thirty (30) days of the Institution's invoice after or concurrent with Amgen's receipt of the final written report pursuant to Section 5 hereof.

3.2 The Institution and the Investigator shall use each Research Funding only to carry out the Research Program associated therewith.

3.3 The Institution shall submit invoices to Amgen (on a timely basis) for all payments due under any Research Program Agreement, directed to the attention of Partnership Accounting, either electronically to AccountsPayableMailroom@amgen.com or to the address below:

Amgen Inc.
Accounts Payable
P.O. Box 667
Newbury Park, CA 91319-0667
Attention: Partnership Accounting

Invoices not submitted to this address or not addressed to the attention of Partnership Accounting will be subject to delay or return.

3.4 Concurrent with the execution of this Master Agreement, the Institution shall provide Amgen with a completed Form W-8 or W-9, as appropriate.

3.5 Each invoice should reference an applicable purchase order number that will be communicated by Amgen within ten (10) business days after receipt by Amgen of the completed Form W-8 or W-9.

3.6 All payments due to the Institution hereunder will be payable to Institution at the address shown for such Institution on Appendix 1 hereto.

3.7 Amgen will remit all Research Funding due under any Research Program to the remittance name and address provided for that Research Program. The Institution will provide its Taxpayer I.D. number for the Research Program in order for such Research Funding to be processed.

4 Research Material

4.1 *Restrictions on Use of Research Material.* Any and all Research Materials transferred hereunder are and shall remain the property of Amgen. The Institution and the Investigator agree that all Research Material:

4.1.1 will only be used for research purposes, and only such research as is included within the Research Program associated with the request for the Research Material;

4.1.2 will only be used by the Investigator and researchers working under the direct supervision of the Investigator at the Institution;

4.1.3 will not be used in humans or in animals intended for food use;

4.1.4 will not be used outside of the Institution's facilities;

4.1.5 will not be supplied in whole or in part to any third party; and

4.1.6 will be returned to Amgen at Amgen's cost within thirty (30) days of termination or completion of the Research Program or, at Amgen's option, destroyed.

4.2 *Additional Restrictions on Use of Mouse Materials.*

4.2.1 The Institution and the Investigator shall use any Mouse Material or Lexicon Mouse Material only for generation, development, breeding or other use as explicitly provided in the Research Program.

4.2.2 The Institution and the Investigator shall not be permitted to produce or use Mouse Progeny or Lexicon Mouse Progeny unless such research is explicitly and specifically described in the Research Program.

4.2.3 The Mouse Material, Lexicon Mouse Material, any purebred progeny of either, any Mouse Progeny, and any Lexicon Mouse Progeny shall be the corporeal personal property of the Institution, and the Institution shall be responsible for the care and use thereof in compliance with all government laws, regulations and guidelines.

4.3 *Special Restrictions on Use of Lexicon Mouse Material.* Regardless of the content or goals of the Research Program, the Institution and the Investigator shall not use the Lexicon Mouse Material for any of the following:

4.3.1 the development of a library of mouse embryonic stem cells;

4.3.2 the sale or lease of any Lexicon Mouse Material or Lexicon Mouse Progeny;

4.3.3 the use of any Lexicon Mouse Material or Lexicon Mouse Progeny in the performance of fee-for-service contract research or development services for a third party, including but not limited to use of any Lexicon Mouse Material or Lexicon Mouse Progeny in contract testing services;

4.3.4 the generation, development, manufacture or importation of any Lexicon Mouse Material or Lexicon Mouse Progeny for any of the foregoing; and

4.3.5 the generation, development and use of:

4.3.5.1 any transgenic mouse containing unrearranged human immunoglobulin DNA or inactivated murine immunoglobulin DNA,

4.3.5.2 any mouse as a model for Alzheimer's disease based upon β-amyloid precursor protein coded for by the App gene or mutated forms thereof,

4.3.5.3 any immunomodified mouse model for the study of transplanted human cells,

4.3.5.4 any transgenic immunomodified mouse for use in studies of human allergenicity of non-therapeutic proteins or peptides for use in cosmetic, cleaning and other non-therapeutic consumer products, or

4.3.5.5 any transgenic immunomodified mouse for use in research directed toward development of non-therapeutic proteins or peptides for use in cosmetic, cleaning and other non-therapeutic consumer products that demonstrate a reduction in human allogenicity.

4.4 *Blinded Material.* The Parties acknowledge that in accordance with particular Research Programs the Research Material(s) may be provided in blinded form—i.e., with biological activity or other information relevant to the Research Program but without the common name, chemical name, structural information, or physical data identifying the Research Material. Except as explicitly stated in the Research Program, the Institution and the Investigator shall not obtain or attempt to obtain any identifying physical or chemical data regarding such blinded Research Material nor otherwise determine or attempt to determine the identity or composition of such blinded Research Material.

5 Reports

5.1 *Requirement to Report on Progress of Research Program.* During the Research Program Term, the Institution will keep Amgen currently advised of the progress of the Research Program and of all Results.

5.2 *Reports required.* The Investigator will supply Amgen with a final written report detailing the entirety of conduct of the Research Program and supplying all Results. The final written report shall be due at the end of the Research Program Term or upon completion of the Research Program, whichever occurs earlier. If the Research Program Term exceeds one (1) year, then the Investigator shall also supply Amgen with an interim written report upon the first (1st) anniversary of the Research Program Effective Date.

5.3 *Recipients of Reports.* The Investigator shall supply all reports required by this Master Agreement to both the Amgen Scientific Contact and to Amgen ERA.

5.4 *Content of Reports.* All reports required by this Master Agreement shall set forth a detailed description of the activities conducted in support of the Research Program and all Results.

5.5 *Amgen Rights to Results.* Amgen shall have unrestricted access to, and subject to Sections 7, 8, and 9 below, an unrestricted license and right to use Results, including, but not limited to, what is contained in any interim report and the final written report, provided, however, that Amgen may not publicly disclose or disseminate the Results and other information disclosed in the interim and final reports until the earlier of one hundred eighty (180) days following completion of the applicable Research Program, or public disclosure of the Results by the Institution or its Investigators.

6 Confidentiality

6.1 *The Institution's Obligations of Confidentiality.* For each Research Program Term and any extension thereof, and for a period of five (5) years thereafter, but subject to Sections 6.2, 6.3, and 7 below, the Institution will not:

6.1.1 use any Amgen Information, except as necessary for purposes of the Research Program, or

6.1.2 disclose or provide to any third party any Amgen Information without explicit prior written consent from Amgen; provided, however, that the Institution may disclose Amgen Information to the members of the Institution's scientific and institutional review committees for purposes of a Research Program, provided, however, that the members of such committees are obligated to maintain the confidentiality of such information.

6.2 *Limitations on Confidentiality.* The Institution shall have no obligation of confidentiality or restrictions upon use with respect to any portion of such Amgen Information that:

6.2.1 is or later becomes generally available to the public by use, publication or the like, through no fault of the Institution; or

6.2.2 is obtained from a third party who had the legal right to disclose the same to the Institution; or

6.2.3 the Institution already possesses, as evidenced by its written records, predating receipt thereof from Amgen; or

6.2.4 is independently developed by the Institution without use of the Amgen Information, as evidenced by Institution's written records.

6.3 *Disclosure Compelled by Law.* If, based upon the written advice of legal counsel skilled in the subject matter, the Institution is required to disclose any Amgen Information to comply with any applicable law, regulation or order of a government authority or court of competent jurisdiction, the Institution may disclose such Amgen Information to the extent required by such law, regulation, or order. In the event of a legally-required disclosure, the Institution will:

6.3.1 give Amgen at least two (2) business days' advance notice of its requirement to disclose such Amgen Information to the extent such advance notice is reasonably possible;

6.3.2 use all reasonable efforts to secure confidential protection of such Amgen Information, and

6.3.3 continue to perform its obligations of confidentiality set out herein as to all such Amgen Information with respect to any persons who are not encompassed within the legally required disclosure.

6.4 *Boundaries of Confidentiality Limitation/Exceptions.* Amgen Information shall not be deemed to be within any exception or limitation under Sections 6.2 and 6.3 hereof merely because:

6.4.1 it is embraced by general disclosures within such exception or limitation; or

6.4.2 individual items thereof are within such exception or limitation, unless the combination of such individual items and the principle of operation (if any) are within such exceptions.

6.5 *Return of Amgen Information.* Any Amgen Information that is disclosed or provided to the Institution by Amgen in writing shall be returned to Amgen within thirty (30) days following the earlier of completion of activity under the Research Program or upon request of Amgen, except that one (1) copy of the written materials may be retained by the Institution for purposes of verifying compliance with this Master Agreement and for regulatory compliance purposes, if applicable.

6.6 *Limitations on Disclosure by the Institution.* The Institution will not disclose to Amgen any confidential or proprietary information of the Institution, except to any extent Results or information in the Notice of Invention (defined hereinbelow) may be confidential or proprietary information of the Institution.

6.7 The Institution will not disclose to Amgen any confidential or proprietary information of any third party.

7 Publications

7.1 *First Right of Publication.* The Institution and Investigator will have the right to publish any and all Results, subject to the provisions of this Section 7. Moreover, Institution and Investigator shall have the first right of publication of any and all Results, subject to the provisions of this Section 7, and Amgen will not, and will make reasonable efforts to ensure that its Affiliates, research collaborators, employees, agents and representatives do not, make any public disclosure, publication, or presentation of the Results until the earlier of one hundred eighty (180) days following completion of the applicable Research Program, or the Results have been publicly disclosed by Institution or its Investigators. Amgen shall have thirty (30) days to review and comment on any proposed presentation or publication.

7.2 *Provision of Advance Copies*

7.2.1 The Institution will provide Amgen with an advance copy of any proposed disclosure of Results, whether written or oral, including but not limited to:

7.2.1.1 written materials, including but not limited to scientific articles, manuscripts, abstracts, and posters;

7.2.1.2 presentation materials, including but not limited to slides, tapes and other visual aids; and

7.2.1.3 text of any oral presentation.

7.2.2 In accordance with Section 7.2.1 hereof, the Institution shall provide to Amgen the advance copies at least thirty (30) days prior to the proposed date of submission for publication, presentation or other dissemination.

7.3 *Deletion of Confidential Information from Publications.* The Institution shall delete from any proposed publication or presentation any Amgen Information that Amgen requests be deleted, and shall postpone submission for publication or presentation for up to thirty (30) additional days upon request by Amgen in order to allow appropriate patent applications to be filed.

7.4 *Acknowledgment of Amgen in Publications.* In accordance with scientific custom, the contribution of Amgen will be expressly noted in all written or oral public disclosures, by acknowledgment or co-authorship, as appropriate, unless otherwise specified by Amgen.

7.5 *Provision of Published Copies.* The Institution and/or the Investigator shall supply one (1) copy to the Amgen Scientific Contact and one (1) copy to Amgen ERA of each manuscript and abstract as published in a scientific journal.

8 Ownership; Patents

8.1 *Notice of Invention*

8.1.1 For any Invention under this Master Agreement, the Institution shall promptly provide a Notice of Invention to the Amgen Scientific Contact and to Amgen ERA.

8.1.2 Amgen has a duty not to disclose the Invention and other information disclosed in a Notice of Invention until such time as a patent application is filed. In the event no patent application is filed, then Amgen's duty of nondisclosure shall expire upon the fifth (5th) anniversary of the expiration or termination of the specific Research Program Agreement.

8.1.3 Amgen's duty of nondisclosure with respect to a Notice of Invention shall not apply to any information that:

8.1.3.1 is or later becomes generally available to the public by use, publication or the like, through no fault of Amgen; or

8.1.3.2 is obtained from a third party who had the legal right to disclose the same to Amgen; or

8.1.3.3 Amgen already possesses, as evidenced by its written records, predating receipt thereof from the Institution.

8.2 *Institution Sole Inventions*

8.2.1 The Institution shall own all patent rights concerning Institution Sole Inventions. Unless otherwise agreed upon by the Parties, the Institution shall have the right, but not the obligation, to obtain patent protection for Institution Sole Inventions, at its expense.

8.2.2 Unless otherwise agreed upon by the Parties, Amgen shall have the right, but not the obligation, to obtain patent protection, at its expense, for Institution Sole Inventions for which the Institution does not pursue patent protection.

8.3 *Joint Inventions*. Amgen and the Institution shall jointly own all patent rights concerning Joint Inventions. Unless otherwise agreed upon by the Parties, Amgen shall have the first right to obtain patent protection, at its expense, for Joint Inventions. Institution may obtain patent protection, at its expense, for Joint Inventions for which Amgen does not pursue patent protection.

8.4 *Amgen Intellectual Property Rights Retained.* For avoidance of doubt, this Master Agreement in no way limits or affects Amgen's right to pursue patent protection regarding any Amgen IP.

8.5 *Cooperation in Patent Matters*. Each Party will reasonably cooperate with and assist the other Party in preparing, filing, and/or maintaining any patent applications and patents that are based on Inventions hereunder.

9 License, Option

9.1 *Nonexclusive License Under Institution Sole Inventions.* The Institution hereby grants to Amgen a non-exclusive, irrevocable, perpetual, compensation-free and unrestricted worldwide right and license under any patent applications and patents claiming Institution Sole Inventions to make, have made, use, sell, offer for sale, have sold, import, and export any and all Institution Sole Inventions.

9.2 *Option for Exclusive License*

9.2.1 Subject to rights previously granted to the United States government resulting from the use of federal funds (if any), the Institution hereby grants to Amgen an exclusive option to obtain an exclusive, worldwide license (with a right to sublicense) to make, use, sell, offer to sell, import and export any Institution Sole Invention and to the Institution's interest in any Joint Invention.

9.2.2 An option hereunder shall be exercisable by Amgen at any time during the Research Program Term or until the date that is one (1) year from Amgen's receipt of the associated Notice of Invention, whichever is later (the "Option Period").

9.2.3 The terms of the exclusive license shall be negotiated in good faith by the Parties within a period not to exceed six (6) months from Amgen's exercise of its option (the "Negotiation Period"), and the terms of the exclusive license will provide for commercially reasonable compensation to the Institution and will permit the Institution to use such Invention for internal non-commercial research and for academic and patient care purposes.

9.3 If Amgen fails to timely exercise its option with respect to an Institution Sole Invention or Joint Invention within the Option Period, or if Amgen exercises its option with respect to an Institution Sole Invention or Joint Invention, but Institution and Amgen are unable to agree upon the terms of an exclusive license during the Negotiation Period, Amgen's right to exclusively license the Institution Sole Invention or Joint Invention will terminate. If Amgen does not obtain an exclusive license to any Institution Sole Invention, Amgen will nevertheless retain the nonexclusive compensation-free license to such invention as provided in Section 9.1 above. Subject to Amgen's nonexclusive compensation-free

license, Institution will be free to enter into a license with any other party, provided, however, that in accordance with any applicable law, Institution shall grant an equivalent non-exclusive, royalty-free license to such Institution Sole Invention to any person requesting a license to such invention.

10 Representations

10.1 *The Institution's Representations.* Each Institution represents that:

10.1.1 it is permitted to enter into this Master Agreement;

10.1.2 the terms of this Master Agreement are not inconsistent with other contractual obligations (express or implied) of the Institution;

10.1.3 except as noted in Sections 10.3.4, 12.5, 12.6, and 12.13, this Master Agreement, the terms of this Master Agreement and any Research Program Agreement hereunder are not inconsistent with any state law limitations applicable to the Institution.

10.1.4 all research conducted under any Research Program hereunder will comply with all applicable government laws, regulations and guidelines, including but not limited to those relating to work with recombinant DNA and the care and use of laboratory animals;

10.1.5 it has complied with all applicable local, state and federal laws, regulations, and guidelines in the collection, storage, and transfer of all Human Substances used in a Research Program, if any, regardless of the source of such Human Substances; and

10.1.6 it has obtained patient consent in writing for use of all Human Substances in the Research Program, if any, and such patient consent imposes no restrictions of any kind on the Institution's obligations to Amgen under this Master Agreement.

10.2 *Representation of no use of outside funds.* The Institution and the Investigator represent that no outside funds or materials will be used to support the Research Program that will result in obligations inconsistent with the terms of this Master Agreement.

10.3 *Disclaimer of Warranties Regarding Material*

10.3.1 ALL RESEARCH MATERIALS ARE PROVIDED WITH NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10.3.2 AMGEN DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE, RESULTS OF THE USE OR APPROPRIATENESS OF THE USE OF THE MATERIAL IN ACCORDANCE WITH THE RESEARCH PROGRAM.

10.3.3 AMGEN DOES NOT WARRANT THAT USE OF ANY RESEARCH MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT,

TRADEMARK OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY.

10.3.4 The foregoing disclaimers are enforceable against each Institution only to the extent such disclaimers are not inconsistent with the Institutions' authority under the Constitution and laws of the State of Texas to agree to such.

11 Term and Termination

11.1 *Notice of Termination.* Amgen may terminate this Master Agreement *in toto* or any Research Program Agreement hereunder at any time by giving thirty (30) days prior notice to the other affected Parties. Each Institution may terminate their individual participation in this Master Agreement *in toto* or any Research Program Agreement hereunder at any time by giving thirty (30) days prior notice to Amgen.

11.2 *Right of Immediate Termination.* If the Investigator, the Institution or any Institution Employee acts or fails to act such that any Research Material is used outside the scope of a Research Program, Amgen may in its sole discretion immediately terminate this Master Agreement and all outstanding Research Program Agreements. In addition, either Party to a Research Program Agreement may immediately terminate the Research Program Agreement if the person listed on the applicable Research Program Agreement as the Investigator is no longer employed by Institution or is no longer able to perform the Research Program.

11.3 *Effect of Termination.* Termination of this Master Agreement will not terminate any Research Program Agreement(s) then in effect and the applicable terms of this Master Agreement will survive such termination for each such Research Program Agreement until termination or expiration of each outstanding Research Program Agreement. In addition, termination of a Research Program Agreement shall not terminate other Research Program Agreement(s) then in effect and the applicable terms of this Master Agreement will survive such termination until termination or expiration of all remaining Research Program Agreement(s).

11.4 *Post Termination Obligations.* Upon termination of this Master Agreement, Amgen shall have no further obligation to consider providing Research Funding or Research Material for any new Research Programs. Upon termination of any Research Program Agreement:

11.4.1 Amgen shall have no further obligation to provide Research Funding or Research Material for the terminated Research Program,

11.4.2 Institution and the Investigator shall provide a report on the Results of such terminated Research Program to the date of such termination,

11.4.3 Institution and Investigator shall have no further obligation to conduct the terminated Research Program,

11.4.4 Institution, upon request by Amgen, shall return to Amgen any and all unused Research Materials related to all Research Programs hereunder, and

11.4.5 Institution, upon request by Amgen, shall return all copies of all Amgen Information.

11.5 *Refund.* Any Research Funding not expended or not irrevocably committed at the time of termination of this Master Agreement will be refunded to Amgen.

11.6 *Survival of Rights and Obligations.* Any rights or obligations set forth herein that of their nature are intended to extend beyond the term of either this Master Agreement any Research Program hereunder, including but not limited to Sections 6 (Confidentiality), 12.1 (Publicity), 12.2 (CREATE Act), 12.5 (Indemnification), and 12.6 (Indemnification by Amgen), shall survive the expiration or termination of this Master Agreement.

12 Miscellaneous

12.1 *Publicity.* Except (1) to the extent required by law or (2) for purposes of identifying or describing a Party's participation in a Research Program in a publication or presentation in accordance with Section 7, no Party shall use the name of any of the other Parties in any public announcements, publicity, or advertising with respect to the subject matter of this Master Agreement without the prior written approval of the other Party.

12.2 *CREATE Act.*

12.2.1 This Master Agreement and each Research Program Agreement is intended to constitute a Joint Research Agreement under the CREATE Act. In the event patent rights owned or controlled by Amgen are cited against a patent application claiming an Institution Sole Invention or Joint Invention under this Master Agreement, the Institution shall promptly notify Amgen in writing and the Parties shall consider in good faith the impact of invoking the benefits of the CREATE Act. In the event patent rights owned or controlled by Amgen are cited against a patent application claiming an invention by an Institution, such invention shall be an Institution Sole Invention under and subject to this Master Agreement.

12.2.2 An Institution will invoke the benefits of the CREATE Act with respect to any such patent application if requested to do so by Amgen.

12.3 *Independent Contractors.* The relationship of the Parties shall be that of independent contractors. The Parties are not deemed to be agents, employer-employee, partners or joint venturers of the others for any purpose as a result of this Master Agreement or of any actions contemplated hereby. No Party may incur any debts or make any commitments or representations for the other Parties except to the extent, if any, specifically provided herein and authorized in writing. Moreover, the obligations and responsibilities of each Institution under this Master Agreement and any Research Program Agreement will be separate and independent of the obligations and responsibilities of the other Institutions under this Master Agreement and any of their own Research Program Agreements.

12.4 *Assignment.*

12.4.1 This Master Agreement may not be assigned by any Party to any third party hereto without the written consent of the other Parties, which consent shall not be

unreasonably withheld; except that a Party may assign this Master Agreement, without such consent, to an entity that acquires all or substantially all of its business or assets to which this Master Agreement pertains, whether by merger, consolidation, reorganization, acquisition, sale or otherwise. Any assignment not in accordance with this Section 12.4.1 shall be void.

12.4.2 This Master Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns, and the name of a Party appearing herein shall be deemed to include the names of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Master Agreement.

12.5 *Indemnification.* To the extent authorized by the Constitution and laws of the State of Texas, each Institution will indemnify, defend, and hold harmless Amgen from any liability (including but not limited to attorneys' fees) resulting from any claim or demand arising from use, handling and/or storage of Material by or at the Institution or from the Investigator's and/or the Institution's conduct of the Research Program, except insofar as such claims or liability arise out of the willful misconduct of Amgen.

12.6 *Indemnification by Amgen.* Amgen will indemnify, hold harmless, and subject to the statutory duties of the Texas Attorney General, defend each Institution and System and their regents, officers, employees, and agents from all liabilities, damages, costs, and expenses (including but not limited to attorneys' fees) for any loss, claim, or injury resulting from or arising out of Amgen's use of the Results of any Research Program; provided, however, that the applicable Institution shall give Amgen prompt notice thereof and subject to the statutory duties of the Texas Attorney General, the right to assume the defense of any proceeding involving such claim. Notwithstanding the foregoing, in no event will an Institution be entitled to indemnification under this section against any loss, claim or injury to the extent resulting from that Institution's negligence or misconduct.

12.7 *Headings.* The headings and subheadings used throughout this Master Agreement are for convenience of reference only and shall have no force or effect whatsoever in interpreting any of the provisions of this Master Agreement.

12.8 *Construction.* The Parties mutually acknowledge that they have participated in the negotiation and preparation of this Master Agreement. Ambiguities, if any, in this Master Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have drafted the Master Agreement or authorized the ambiguous provision.

12.9 *Entire Agreement.* This Master Agreement contains the entire agreement, both written and oral, between the Parties with respect to the subject matter hereof, and all prior negotiations, correspondence, representations, understandings and agreements respecting the subject matter hereof, either written or oral, expressed or implied, are merged and canceled and are null and void and of no effect.

12.10 *Amendment.* No amendment, change, or addition hereto shall be effective or binding on either of the Parties unless reduced to writing and duly executed on behalf of both Parties.

12.11 *Waiver.* None of the terms and conditions of this Master Agreement may be waived or modified except by an express agreement in writing signed by the Party against whom

enforcement of such waiver or modification is sought. A Party's failure or delay in enforcing any right under this Master Agreement shall not be deemed a continuing waiver or a modification by such Party of such right.

12.12 *Severability.* The provisions of this Master Agreement are severable and if one or more of the provisions of this Master Agreement is determined to be illegal or invalid, such illegality or invalidity shall not affect the legality or validity of any of the remaining provisions.

12.13 *State Law Limitations Applicable to Institutions.* Each Institution is an agency of the State of Texas, and as such, under the constitution and laws of the state of Texas, each Institution possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Texas. Notwithstanding any provision hereof, nothing herein is intended to be, nor shall it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the State of Texas. Finally, notwithstanding the generality or specificity of any provision hereof, the provisions of this Master Agreement as they pertain to each Institution are enforceable only to the extent the Institution was authorized by the constitution and laws of the state of Texas to agree to such provisions; accordingly, to the extent any provision hereof conflicts with the constitution or laws of the State of Texas or exceeds the right, power or authority of the Institution to agree to such, such provision shall not be enforceable against the Institution or the state of Texas.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be executed by their respective duly authorized officers or representatives as of the Effective Date.

LEGAL DEPT 16 TJG

AMGEN INC.

By: Tomas Mustelin, M.D., Ph.D.
Vice President - Research, Inflammation

Date: 2-26-08

THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER

By: Wesley Harrott

Title: ~~Executive Director for Research Administration~~

Date: 3/13/08

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By:

Title: Jodi S. Ogden
Contracts Director
Office of Sponsored Projects

Date: 4/8/08

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: Jane A. Youngers

Title: Assistant Vice President for Research

Date: 3-27-08

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

By: _____
DENNIS K. STONE, M.D.

Title: VICE PRESIDENT FOR TECHNOLOGY DEVELOPMENT

Date: 4/24/08

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____
James C. Arie

Title: Asst VP for Tech. Dev.

Date: 4.9.08

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER

By: _____

Title: Director, Pre-Awards

Date: 4/30/08

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____
Susan W. Sedwick

Title: Director, Office of Sponsored Projects

Date: 5/2/08

APPENDIX 1
LIST OF CONTACT NAMES AND ADDRESSES FOR EACH INSTITION

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

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 Phone: 903-877-7585 Fax: 903-877-7558 Email: conna.sutton@uthct.edu Tax ID: 75-6001354	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
Jane A. Youngers Assistant Vice President for Research and Sponsored Programs **The University of Texas Health Science Center at San Antonio** 7703 Floyd Curl Dr, Mail Code 7828 San Antonio, TX 78229-3900 Phone: (210) 567-2340 Fax: (210) 567-2344 Email: youngers@uthscsa.edu Tax ID: 74-1586031	

EXHIBIT A
RESEARCH PROGRAM

Subject to the terms of the **MASTER MATERIALS AND FUNDING AGREEMENT** noted below and any amendments thereto (collectively, the "Master Agreement") between **Amgen Inc**. and the Institution identified below, the Institution hereby requests and Amgen hereby approves the Research Program outlined below. This Research Program shall be performed in accordance with the terms of the Master Agreement effective as of the "Research Program Effective Date" noted below. The Institution further affirms that it has notified the below-noted Investigator (by providing a copy of the Master Agreement or other means) of an Investigator's obligations under the Master Agreement.

By signature hereinbelow, the Investigator affirms that he or she is aware of, consents to and approves of the terms and conditions of the Master Agreement, including without limitation the obligations of an Investigator thereunder. If the Investigator is not obligated to assign to the Institution any intellectual property rights arising from research conducted at the Institution or with the Institution's funding or facilities, then such Investigator agrees to assume all rights and obligations of the Institution under the Master Agreement regarding intellectual property rights, including without limitation the obligations under Sections 8 and 9 thereof.

<table>
<tr><td rowspan="2">Master</td><td colspan="2">Institution Name:</td></tr>
<tr><td>Master Agreement No:</td><td>Master Agreement Effective Date:</td></tr>
<tr><td rowspan="2">Contact Information</td><td>Investigator(s) name and e-mail:</td><td>Institution Contact Name, Address and e-mail:</td></tr>
<tr><td>Amgen Scientific Contact name and e-mail:

(for copies of reports and publications)</td><td>Amgen Extramural Research Alliances:

ERA@amgen.com

(for copies of reports, proposed publications, and publications)</td></tr>
</table>

Funding	**Remittance name and address (if funding provided):**	
	Research Funding (if any):	**Institution Taxpayer I.D. No.:**
Program	**Research Program Effective Date:** The date the Research Program Agreement is signed by the last executing party.	**Research Program Term:** Two (2) years from the Research Program Effective Date
	Research Material(s):	

Research Protocol:

Any modifications to the Research Program must be in writing and agreed to by all parties.

AMGEN INC.

By:_____

Name:_____

Title:_____

Date:_____

INSTITUTION

By:_____

Name:_____

Title:_____

Date:_____

INVESTIGATOR:

_____

Date:_____