

AMENDMENT TO THE MASTER CLINICAL STUDY AGREEMENT

First Amendment (the "Amendment") to that certain Master Clinical Study Agreement (the "Master Agreement" and incorporated herein by reference) effective December 12, 2006 between 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 Health Science Center at Tyler, The University of Texas Medical Branch at Galveston, The University of Texas Southwestern Medical Center at Dallas, and The University of Texas at Austin (collectively referred to as "INSTITUTION"), each with an office and place of business as set forth on the signature line hereto, and each a member institution of The University of Texas System, located at 201 West 7th Street, Austin TX 78701, as governed by its Board of Regents and Abbott Laboratories, an Illinois corporation having its principal place of business at 100 Abbott Park Road, Abbott Park, Illinois, 60064-3500 ("ABBOTT").

Subject to the full execution of this Amendment, ABBOTT and INSTITUTION hereby agree to the following amendments:

1. In Subsection 8 (b), DELETE the word "commercially" between "use" and "reasonable" from the last sentence.
2. In Section 9, ADD THE FOLLOWING as new Subsection 9 (c):

"9 (c). INSTITUTION or the Principal Investigator shall also be permitted to disclose ABBOTT Confidential Information for the purposes of emergency or immediate treatment of a Subject, provided that any such disclosure is limited to the extent reasonably necessary and provided further that INSTITUTION gives notice to ABBOTT prior to making such release of ABBOTT Confidential Information (if reasonably possible, and if not, promptly after making such disclosure)."

3. DELETE Section 10 in its entirety and REPLACE with the following:

"10. Subject Confidentiality; Data Protection. The parties agree to abide by all laws and regulations regarding Subject confidentiality and data protection. INSTITUTION shall require the Principal Investigator to be responsible, on behalf of the INSTITUTION, for obtaining from each Subject prior to the subject's participation in a Study, a signed Informed Consent in a form approved in writing by the IRB/IEC and in conformity with ABBOTT's guidelines set forth in the Protocol. If the Informed Consent does not include such language, INSTITUTION shall require the Principal Investigator to also obtain an authorization for ABBOTT and its representatives and other third parties involved with or evaluating a Study to access and obtain copies of Study data, which is compliant with HIPAA, ABBOTT's guidelines and all applicable state laws. Participation in a Study shall be contingent upon execution of the aforementioned authorization.

Where INSTITUTION and/or the Principal Investigator collects, retains, processes or discloses Personal Data in performing its obligations under the Master Agreement or any Statement of Work, it shall only do so in accordance with the Master Agreement or ABBOTT's written instructions. INSTITUTION and the Principal Investigator shall adopt technical and organizational measures appropriate to prevent any unauthorized or accidental use, access or processing of Personal Data, and promptly inform ABBOTT of any unauthorized access to or disclosure of Personal Data ("Security Breach") and provide ABBOTT with all reasonable assistance to remedy the Security Breach. Where applicable data protection laws require that the parties enter into additional agreements or undertakings, including international data transfer agreements, INSTITUTION will undertake to ensure that all necessary agreements are implemented and in place."

4. In Subsection 16 (c) (iv), ADD THE FOLLOWING sentence to the end of the Subsection: "INSTITUTION may arrange for care for any research related injury."
5. In Section 16, ADD THE FOLLOWING as new Subsection 16 (c) (v):

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"16. (c) (v). In accordance with FDA requirements, ABBOTT shall notify INVESTIGATOR in writing of any subject safety issues that may arise during the course of the Study and thereafter. In addition, if ABBOTT becomes aware of any findings of noncompliance or scientific misconduct during its monitoring process at the INSTITUTION that may affect the safety or welfare of the subjects or their willingness to continue participation, influence the conduct of the Study, or alter the IRB's approval to continue the Study, ABBOTT will notify the INSTITUTION."

6. DELETE Exhibit A, Statement of Work Template, in its entirety and REPLACE with the attached Exhibit A.

Except as specifically amended by this Amendment, all other terms and conditions of the Master Agreement shall continue in full force and effect during the term of the Master Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed by its authorized representative in its name and on its behalf.

ABBOTT LABORATORIES

By: Joseph M. Bebout
Name: Joseph M. Bebout
Title: Associate Director
Date: 14 July 09

THE UNIVERSITY OF TEXAS AT AUSTIN

By: Susan W. Sedwick
Name: Susan W. Sedwick
Title: Associate VP for Research
Address: P.O. Box 7726; Austin, TX 78712
Phone: 512-471-6424
Date: July 20, 2009

**THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT HOUSTON**

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Date: _____

**THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT TYLER**

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Date: _____

CONFIDENTIAL

"16. (c) (v). In accordance with FDA requirements, ABBOTT shall notify INVESTIGATOR in writing of any subject safety issues that may arise during the course of the Study and thereafter. In addition, if ABBOTT becomes aware of any findings of noncompliance or scientific misconduct during its monitoring process at the INSTITUTION that may affect the safety or welfare of the subjects or their willingness to continue participation, influence the conduct of the Study, or alter the IRB's approval to continue the Study, ABBOTT will notify the INSTITUTION."

6. DELETE Exhibit A, Statement of Work Template, in its entirety and REPLACE with the attached Exhibit A.

Except as specifically amended by this Amendment, all other terms and conditions of the Master Agreement shall continue in full force and effect during the term of the Master Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed by its authorized representative in its name and on its behalf.

ABBOTT LABORATORIES

By: Joseph M. Bebout
Name: Joseph M. Bebout
Title: Associate Director
Date: 14 July 09

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Date: _____

**THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT HOUSTON**

By: Jodi S. Ogden
Name: Jodi S. Ogden, MBA
Title: Contracts Director
Address: 7000 Fannin St. Ste 1006
Houston, TX 77030
Phone: 713-500-3999
Date: 7/15/09

**THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT TYLER**

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Date: _____

CONFIDENTIAL

"16. (c) (v). In accordance with FDA requirements, ABBOTT shall notify INVESTIGATOR in writing of any subject safety issues that may arise during the course of the Study and thereafter. In addition, if ABBOTT becomes aware of any findings of noncompliance or scientific misconduct during its monitoring process at the INSTITUTION that may affect the safety or welfare of the subjects or their willingness to continue participation, influence the conduct of the Study, or alter the IRB's approval to continue the Study, ABBOTT will notify the INSTITUTION."

6. DELETE Exhibit A, Statement of Work Template, in its entirety and REPLACE with the attached Exhibit A.

Except as specifically amended by this Amendment, all other terms and conditions of the Master Agreement shall continue in full force and effect during the term of the Master Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed by its authorized representative in its name and on its behalf.

ABBOTT LABORATORIES

By: Joseph M. Bebout
Name: Joseph M. Bebout
Title: Associate Director
Date: 14 July 09

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Date: _____

**THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT HOUSTON**

By: _____
Name: _____
Title: _____
Address: _____
Phone: _____
Date: _____

**THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT TYLER**

By: Conna Sutton
Name: Conna Sutton
Title: Director, Pre-Award Services
Address: The University of Texas Health Science Center at
Tyler, TX 75708-3154
conna.sutton@uthct.edu
903-877-7585 FAX: 903-877-7558
Phone: _____
Date: 7/22/09

CONFIDENTIAL

**THE UNIVERSITY OF TEXAS MEDICAL BRANCH
AT GALVESTON**

By: Susan E Ramsey

Name: SUSAN E. RAMSEY

Title: Manager Research Operations

Address: 301 University Blvd, Galveston, TX 77555-0156

Phone: 409-266-9413

Date: 7/20/09

**THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER AT
DALLAS**

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____

**THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT SAN ANTONIO**

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____

CONFIDENTIAL

**THE UNIVERSITY OF TEXAS MEDICAL BRANCH
AT GALVESTON**

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____

**THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT SAN ANTONIO**

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____

**THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER AT
DALLAS**

By: 

Name: Perrie M. Adams, Ph.D.

Title: Associate Dean for Research

5323 Harry Hines Blvd., H1.108

Address: Dallas, TX 75390-9016

Phone: (214) 648-6449

Date: 7/15/09

CONFIDENTIAL

**THE UNIVERSITY OF TEXAS MEDICAL BRANCH
AT GALVESTON**

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____

**THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER AT
DALLAS**

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____

**THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT SAN ANTONIO**

By: _____

Name: _____

Title: Assistant Vice President for Research

Address: 7703 Floyd Curl Drive, MC 7828
San Antonio, TX 78229-3900

Phone: 210.567.2340

Date: 7-24-09

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EXHIBIT A
STATEMENT OF WORK

STATEMENT OF WORK TEMPLATE

This Statement of Work, effective upon full execution by the parties is issued under the Master Agreement effective December 12, 2006 (the "Master Agreement") by and between Abbott Laboratories, an Illinois Corporation having its principal place of business at 100 Abbott Park Road, Abbott Park, Illinois, 60064-6400 ("ABBOTT") and Insert Institution Name, having its principal place of business at Insert Address ("INSTITUTION").

This Statement of Work includes the terms and conditions of the Master Agreement, which are hereby incorporated by this reference.

1. Definitions. The following definitions shall have the meaning ascribed to them in the Master Agreement as well as the following specific meanings for this Statement of Work:

"Budget" means the Study budget and payment schedule, which includes the per-subject breakdown, set forth in Appendix I and Attachment 1, attached hereto and incorporated herein.

"Completed CRB" shall mean a case report book ("CRB") which is a compilation of all CRFs completed for a subject which (i) has met the Study entry and continuing participation criteria set forth in the Protocol, (ii) has signed an informed consent and any other authorization necessary to disclose health information to ABBOTT, (iii) has received Study Product in accordance with the Protocol, (iv) has completed all planned Study visits, and (v) by reason of Protocol adherence and the completeness and accuracy of the data contained in the CRB completed for such subject, can be included in the pool of cases whereby the safety and/or efficacy of Study Product may be assessed by ABBOTT.

"Personal Data" shall mean information identifying or, in combination with other information, identifiable to a living individual, including Subjects and others, participating in or associated with the Study.

"Principal Investigator" means Insert Principal Investigator's Name.

"Protocol" means Protocol No. Insert Protocol # entitled "Insert Protocol Title", incorporated by reference herein, as the same may be amended from time to time in writing by ABBOTT.

"Study Product" means Insert Product Name.

2. Protocol; Conduct of Study. INSTITUTION is undertaking this collaborative research project with ABBOTT as an independent contractor for the sole purpose of carrying out the Study with the Study Product in strict adherence to the Protocol, the terms and conditions of this Statement of Work and the Master Agreement, and any other written instructions that may be provided from time to time to INSTITUTION by ABBOTT.

Principal Investigator hereby acknowledges reviewing and understanding the Protocol, as evidenced by the Principal Investigator's signature on the "Investigator Agreement(s)" contained within the Protocol, as may be amended from time to time, all of which are incorporated herein by reference.

INSTITUTION shall use reasonable efforts to complete enrollment of all Subjects within Insert Number (#) months of Study initiation. ABBOTT may terminate this Statement of Work upon written notice, if INSTITUTION does not enroll at least Insert Number (#) Subject(s) within Insert Number (#) month(s) of Study Product shipment. Additionally, if IEC/IRB approval is not obtained within Insert Number (#) weeks of receipt of all necessary materials for IEC/IRB submission, ABBOTT may terminate this Statement of Work upon written notice.

3. ABBOTT Contacts. INSTITUTION's contact(s) at ABBOTT will be Insert Contact Name, Insert Address, Phone & Fax #'s, and Insert Contact Name, Insert Address, Phone & Fax #'s of ABBOTT's Global Pharmaceutical Research and Development Division, or whomever ABBOTT may designate in writing.

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4. Return or Destruction of Study Supplies. Upon completion or premature termination of the Study, Study Product shall be returned or destroyed pursuant to the Protocol.
5. Delivery of Essential Documents. INSTITUTION shall provide to ABBOTT all Essential Documents within Insert Number (#) weeks of INSTITUTION's receipt of IEC/IRB's written approval. If all Essential Documents have not been executed and received by ABBOTT within Insert Number (#) weeks of INSTITUTION's receipt of IEC/IRB's written approval, ABBOTT may terminate this Statement of Work upon written notice.
6. Compensation. In consideration for INSTITUTION's services hereunder, ABBOTT shall pay INSTITUTION as per the Budget. In addition, INSTITUTION's employees or Principal Investigator may be reimbursed for reasonable expenses related to travel, consistent with ABBOTT's travel policy, and may be provided meals at investigator meetings or other ABBOTT required meetings. The parties agree that the amount for payments set forth in the Budget represents the fair market value for the services that INSTITUTION has agreed to render and has not been determined in any manner that takes into account the volume or value of any referrals or business otherwise generated between INSTITUTION and ABBOTT.
 - (a) The payment schedule set forth in the Budget specifies payments that shall be made for the delivery of all contemplated Completed CRBs to ABBOTT and the reimbursement of all pass-through expenses.
 - (b) ABBOTT shall pay INSTITUTION for partially completed CRBs as follows. Payments for partially completed CRBs will be reconciled as a part of the financial reconciliation at the time of the final payment set forth in the payment schedule.
 - (i) If a CRB is partially complete due to subject removal from the Study for safety reasons or lack of Study Product efficacy, ABBOTT shall pay INSTITUTION a pro rata portion of the per Completed CRB amount calculated using the ratio of visits actually completed by a subject compared to the total number of per subject visits required pursuant to the Protocol.
 - (ii) If a CRB is partially complete due to (A) subject removal from the Study, for reasons other than safety reasons, lack of Study Product efficacy or Protocol criteria precluding continuing participation in the Study, (B) subject non-compliance with the Protocol, or (C) premature termination of the Study, ABBOTT shall pay INSTITUTION a pro rata portion of the per Completed CRB amount calculated using the amount of data in such CRB available for evaluation compared to the total amount of data required pursuant to the Protocol, as determined by ABBOTT.
 - (iii) No payments shall be due for any subject entered in violation of the Protocol.
7. Reimbursement of IEC/IRB Fees. ABBOTT shall reimburse INSTITUTION for IEC/IRB fees within the later of thirty (30) days of delivery to ABBOTT of an invoice for such IEC/IRB fees or thirty (30) days after full execution of this Statement of Work, provided INSTITUTION submits to ABBOTT evidence of the IEC/IRB's review and final decision regarding all submitted Study documents including, but not limited to, the Protocol and/or Protocol revision.
8. Subject Confidentiality; Data Protection. The parties agree to abide by all laws and regulations regarding Subject confidentiality and data protection. INSTITUTION shall require the Principal Investigator to be responsible, on behalf of the INSTITUTION, for obtaining from each Subject, prior to the Subject's participation in a Study, a signed Informed Consent in a form approved in writing by the IRB/IEC and in conformity with ABBOTT's guidelines set forth in the Protocol. If the Informed Consent does not include such language, INSTITUTION shall require the Principal Investigator to also obtain an authorization for ABBOTT and its representatives and other third parties involved with or evaluating a Study to access and obtain copies of Study data, which is compliant with HIPAA,

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ABBOTT's guidelines and all applicable state laws. Participation in a Study shall be contingent upon execution of the aforementioned authorization.

Where INSTITUTION and/or Principal Investigator collects, retains, processes or discloses Personal Data in performing its obligations under the Master Agreement or any Statement of Work, it shall only do so in accordance with the Master Agreement or ABBOTT's written instructions. INSTITUTION and Principal Investigator shall adopt technical and organizational measures appropriate to prevent any unauthorized or accidental use, access or processing of Personal Data, and promptly inform ABBOTT of any unauthorized access to or disclosure of Personal Data ("Security Breach") and provide ABBOTT with all reasonable assistance to remedy the Security Breach. Where applicable data protection laws require that the parties enter into additional agreements or undertakings, including international data transfer agreements, INSTITUTION will undertake to ensure that all necessary agreements are implemented and in place.

9. Publication. It is understood and agreed by INSTITUTION and Principal Investigator that the Study is [not] part of a multi-center study and therefore Section 13(b) of the Master Agreement does [not] apply to the Study under this Statement of Work.
10. Study Term. This Statement of Work shall be effective for **Insert Number (#)** **Insert Either Years or Months** following the full execution of this Statement of Work and may be extended upon written agreement signed by the parties. Termination or expiration of this Statement of Work shall not affect any rights or obligations which accrued prior thereto. In the event of premature termination of this Statement of Work, INSTITUTION shall complete the Study for then-enrolled Subjects where required by accepted medical practice.
11. Notices. All notices hereunder shall be in writing and shall be effective upon deposit in the United States mail, certified mail, return receipt requested with postage paid, or personally delivered by express courier, or faxed as follows:

If to INSTITUTION:

Insert Name
Insert Address
Phone: **Insert #**
Fax: **Insert #**

If to ABBOTT:

Insert Name
Insert Title
Insert Dept. # and Bldg./floor #
Abbott Laboratories
100 Abbott Park Road
Abbott Park, IL 60064-3500
Phone: **Insert #**
Fax: **Insert #**

If to INVESTIGATOR:

Insert Name
Insert Address
Phone: **Insert #**
Fax: **Insert #**

with a copy to:

Divisional Vice President and
Associate General Counsel
PPG Legal Operations
Dept. 323, Bldg. AP6A
Abbott Laboratories
100 Abbott Park Road
Abbott Park, IL 60064-6011
Fax: 847-938-1342

12. Binding Obligations. INSTITUTION represents and certifies that the terms of this Statement of Work are valid and binding obligations of INSTITUTION, and are not inconsistent with any other contractual and/or legal obligations it or Principal Investigator may have, or with INSTITUTION's policies or the policies of any institution or company with which it or Principal Investigator is associated.
13. Institution and Principal Investigator Relationship. INSTITUTION represents that Principal Investigator's relationship to INSTITUTION is that of an employee, and INSTITUTION further agrees to be responsible that Principal Investigator shall be compensated for his/her services by INSTITUTION.

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14. Entire Agreement. This Statement of Work and the Master Agreement contain the entire understanding of the parties with respect to the subject matter herein and supersedes all previous agreements and undertakings with respect thereto. In the event of a conflict between the terms and conditions of this Statement of Work and those of the Protocol, the terms and conditions of this Statement of Work shall control. This Statement of Work may be modified only by written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the last date written below.

ABBOTT LABORATORIES

Insert Name of Institution in ALL CAPS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I acknowledge that I have read this Statement of Work and the Master Agreement and agree that I am bound by the provisions of paragraphs 2 and 9 under this Statement of Work and 1(d), 3, 4, 5, 6, 7, 8(b), 9, 10, 11, 12, 13, and 17 of the Master Agreement as fully as if my name was inserted in such paragraphs in place of the word "INSTITUTION".

By: _____

Name: _____

Title: Principal Investigator

Date: _____

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[CHOOSE ONE OF THE FOLLOWING TWO FORMS OF EXHIBIT A – THE FIRST HAS A PAYMENT SCHEDULE BASED ON RECEIPT OF COMPLETED ACCEPTABLE CRBS. THE SECOND HAS A PAYMENT SCHEDULE BASED ON COMPLETED SUBJECT ENROLLMENT.]

**APPENDIX I
TO STATEMENT OF WORK
BUDGET SUMMARY AND PAYMENT SCHEDULE**

INVESTIGATOR	Insert Name		
ADDRESS	Insert Address		
PHONE NUMBER	Insert Phone Number		
DRUG: Insert Name	PROTOCOL Insert Number	Visits: Screening through week Insert Number	
Total estimated visits per subject (including follow-up visit, if required)		Insert Number	
Number of subjects at INSTITUTION required per protocol/study		Insert Minimum Number up to Insert Maximum Number	
Overhead fee Insert Percentage		\$Insert Amount	
Total per subject cost (see Attachment 1, per subject breakdown)		\$Insert Amount	
Total Cost for all subjects		\$Insert Amount	
ADDITIONAL STUDY FEES: Insert additional fees as applicable			
IRB (Initial, Annual Review, etc.)		\$Insert Amount	
OPTIONAL – [Screen Failures (limited to no more than Insert Number (#) Screen Failure(s) per Insert Number (#) subjects enrolled in the Study). A “Screen Failure” shall be defined as a subject who Insert Description of Screen Failure and has signed the informed consent and HIPAA compliant authorization for the Study.] (\$Insert Per Screen Failure \$ amount per Screen Failure)		\$Insert Amount	
TOTAL COMPENSATION (Not to Exceed)		\$Insert Amount	
PAYMENT SCHEDULE - Payments will be made as follows, after receipt of invoices in accordance with Section 8: [BELOW IS THE RECOMMENDED PAYMENT SCHEDULE. MODIFICATIONS NEED REVIEW BY OUTSOURCING PRIOR TO SENDING THE AGREEMENT TO THE INSTITUTION FOR REVIEW.]			
Advance payment, representing payment for Insert Number (#) [maximum of two] Completed CRB(s), shall be made following full execution of this Agreement [Optional: and initial shipment of Study Product].			\$Insert Amount
[Option 1 - may be used for subsequent payments] Subsequent payments shall be made following delivery to ABBOTT of Insert Number (#) Completed CRB(s) beginning with the Insert Number (#) Completed CRB.			
[Option 2 - may be used for subsequent payments] Subsequent payments shall be made quarterly following enrollment of the first subject. Payments will be made based upon completed CRF(s) and will correspond to Study visit amounts listed in Attachment 1 to Exhibit A.			
A final payment shall be made following termination of the Study, delivery to ABBOTT of the remaining Completed CRB(s), final reconciliation of any remaining amounts due, and the return to ABBOTT of all items described in Section 6 of the Agreement.			
<i>For subjects who do not complete the study, costs will be prorated pursuant to Section 8</i>			
CHECK PAYMENT INFORMATION:			

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INSTITUTION
Investigator Name
Month DD, YYYY

Checks shall be made payable to (Must be exact name as it appears on the IRS tax form):	Insert Payee	Social Security Number or Federal Employer ID Number:	Insert Number
Individual and Address to receive Payment at INSTITUTION:	Insert Information		
Individual and Address to receive Invoices at ABBOTT:	Insert Information		
(Information must be accurate for IRS and FDA purposes)			

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ATTACHMENT 1 to APPENDIX I

PER SUBJECT BREAKDOWN

APPENDIX I
TO STATEMENT OF WORK
BUDGET SUMMARY AND PAYMENT SCHEDULE

INVESTIGATOR	Insert Name		
ADDRESS	Insert Address		
PHONE NUMBER	Insert Phone Number		
DRUG: Insert Name	PROTOCOL	Insert Number	Visits: Screening through week Insert Number
Total estimated visits per subject (including follow-up visit, if required)			Insert Number
Number of subjects at INSTITUTION required per protocol/study			Insert Minimum Number up to Insert Maximum Number
Overhead fee Insert Percentage			\$Insert Amount
Total per subject cost (see Attachment 1, per subject breakdown)			\$Insert Amount
Total cost for all subjects			\$Insert Amount
ADDITIONAL STUDY FEES: Insert additional fees as applicable			
IRB (Initial, Annual Review, etc.)			\$Insert Amount
OPTIONAL – [Screen Failures (limited to no more than Insert Number (#) Screen Failure(s) per Insert Number (#) subjects enrolled in the Study). A “Screen Failure” shall be defined as a subject who Insert Description of Screen Failure and has signed the informed consent and HIPAA compliant authorization for the Study.] (\$Insert Per Screen Failure \$ amount per Screen Failure)			\$Insert Amount
TOTAL COMPENSATION (Not to Exceed)			\$Insert Amount
PAYMENT SCHEDULE - Payments will be made as follows, after receipt of invoices in accordance with Section 8: [BELOW IS THE RECOMMENDED PAYMENT SCHEDULE. MODIFICATIONS NEED REVIEW BY OUTSOURCING PRIOR TO SENDING THE AGREEMENT TO THE INSTITUTION FOR REVIEW.]			
Advance payment, representing payment for Insert Number (#) [maximum of two] Completed CRB(s), shall be made following full execution of this Agreement [Optional: and initial shipment of Study Product].			\$Insert Amount
Subsequent payments shall be made following enrollment of Insert Number (#) subjects into the Study, and following the enrollment of each Insert Number (#) additional subject(s), after enrollment of the initial Insert Number (#) subjects.			\$Insert Amount
In the event of enrollment of more than Insert Number (#) subject(s) into the Study, payments per subject shall be made upon enrollment of each additional subject.			\$Insert Amount
A final payment shall be made following termination of the Study, delivery to ABBOTT of the remaining Completed CRB(s), final reconciliation of any remaining amounts due, and the return to ABBOTT of all items described in Section 6 of the Agreement.			
<i>For subjects who do not complete the study, costs will be prorated pursuant to Section 8</i>			
CHECK PAYMENT INFORMATION:			
Checks shall be made payable to (Must be exact name as it appears on the IRS tax form):	Insert Payee	Social Security Number or Federal Employer ID Number:	Insert Number

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INSTITUTION
Investigator Name
Month DD, YYYY

Individual and Address to receive Payment at INSTITUTION:	Insert Information
Individual and Address to receive Invoices at ABBOTT:	Insert Information
(Information must be accurate for IRS and FDA purposes)	

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ATTACHMENT 1 to APPENDIX I

PER SUBJECT BREAKDOWN