

## MASTER MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT

This Master Mutual Confidential Disclosure Agreement ("**Agreement**") is made and entered into as of the effective date defined herein (the "**Effective Date**"), by and between Amgen Inc., One Amgen Center Drive, Thousand Oaks, California 91320, United States ("**Amgen**" or "**Company**"); and each of the following member institutions of The University of Texas System ("UT System"), 210 West 7th Street, Austin, Texas 78701, United States:

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 M.D. Anderson Cancer Center;  
The University of Texas Medical Branch at Galveston;  
The University of Texas Southwestern Medical Center;  
The University of Texas at Austin; and  
The University of Texas Rio Grande Valley,

each an "**Institution**" or "**Recipient**," and each having a place of business as provided in attached Exhibit B.

### RECITALS

**WHEREAS**, Company is engaged in the business of the research, development and commercialization of human therapeutics ("**Field**");

**WHEREAS**, Institution is engaged in research and services related to the Field; and

**WHEREAS**, Each party wishes to receive information that is confidential and proprietary for the purpose stated below.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, conditions, and provisions contained in this Agreement, the parties hereby agree as follows:

### 1. PURPOSE

1.1 The parties wish to receive information that is confidential and proprietary to the other party in connection with evaluating the possible performance of Amgen-sponsored clinical trial(s) on behalf of Company at any one or more of the Institutions ("**Purpose**") pursuant to details provided in the respective Confidentiality Letter.

1.2 Prior to each new study or services considered by the parties under the Purpose, Company will issue to the applicable recipient(s) a "**Confidentiality Letter**" pursuant to, and governed by, the terms of this Agreement. The Confidentiality Letter will be in a format similar to the document attached hereto as Exhibit A, and among other things, shall set forth the study or program that is the subject of the Purpose of the disclosure hereunder, including as applicable the clinical research and applicable study drug.

1.3 For clarity, nothing in this Agreement constitutes or implies a guarantee on the part of either party to enter into a clinical trial agreement. Any Amgen-sponsored clinical trial(s) contemplated under this Agreement will be conducted subject to a separate clinical trial agreement(s) to be executed by the parties. Such agreement will contain customary provisions, including study protocols, publication, ownership and fair market value compensation.

## 2. CONFIDENTIAL INFORMATION

2.1 Confidential Information. Institution agrees to maintain as confidential all information, including but not limited to all procedures, Amgen clinical studies and programs, protocols, study drugs, safety data, developments, results, data, conclusions, technologies, inventions, know-how and the like, received from Company or its representatives under this Agreement ("**Company Confidential Information**").

Company agrees to maintain as confidential all UT System or Institution Confidential Information ("**Institution Confidential Information**"), defined as Confidential Information disclosed by UT System or an Institution to Company to aid the parties' determination whether Company and an Institution will pursue a particular clinical research study or program being considered by the parties under this Agreement. UT System or Institution Confidential Information may include protocols, existing research-related information that may be relevant to the study, information relating to UT System or Institution finances, other research programs that may be of relevance, and internal processes, procedures, employees, systems, structures, and programs related to how an Institution performs clinical trials disclosed by Institution to Company under this Agreement.

Institution Confidential Information and Company Confidential Information shall be referred to collectively and separately as "**Confidential Information**."

2.2 Confidentiality and Non-Use. The party receiving Confidential Information ("**Receiving Party**") agrees that all Confidential Information disclosed to it shall be held in confidence and shall not be used for any purpose other than for the Purpose or disclosed, communicated, or otherwise made available to any third party except to those of its employees, agents, or representatives who have a need to know for the Purpose in connection with their employment or engagement and then only if they are bound by conditions of secrecy no less strict than those set out in this Agreement ("**Disclosing Party**").

2.3 Exclusions. The obligations set forth in this Article shall not apply to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no wrongful act or omission of Receiving Party; (ii) Receiving Party possessed prior to the Effective Date of this Agreement without being subject to an obligation to keep such Confidential Information confidential, as evidenced by Receiving Party's written records, (iii) is lawfully obtained from a third party, who had the legal right to disclose the same to Receiving Party without restriction; (iv) is independently developed by Receiving Party without the use or benefit of Disclosing Party's Confidential Information as evidenced by Receiving Party's written records; or (v) Disclosing Party has agreed in writing is no longer subject to the restrictions applicable to Confidential Information under the term of this Agreement. In the event Receiving Party becomes legally compelled to disclose any Confidential Information of Disclosing Party, it shall promptly, and if not legally prohibited, (i) provide Disclosing Party with notice thereof prior to any disclosure; except if such disclosure is to a regulatory or governmental authority and prior notice is not reasonably practicable, notice of the compelled disclosure shall be as soon as practicable thereafter, (ii) shall use its diligent efforts to minimize the disclosure of any Confidential Information, and (iii) shall cooperate with Disclosing Party should Disclosing Party seek to obtain a protective order or other appropriate remedy.

2.4 Return of Party's Confidential Information. Receiving Party must return to Disclosing Party all of Disclosing Party's Confidential Information in tangible form, including without limitation all copies, translations, interpretations, derivative works, and adaptations thereof, promptly upon request by Disclosing Party, or at Disclosing Party's option, destroy all Disclosing Party's Confidential Information in Receiving Party's possession. Notwithstanding the foregoing, Receiving Party may retain one copy of applicable Confidential Information for purposes of compliance with legal or contractual obligations or risk management. Receiving Party may not use such retained Confidential Information for any other purpose and will restrict access to such Confidential Information to only Receiving Party's representatives who have a need to know for purposes pursuant to this Agreement.

2.5 Destruction of Confidential Information. Receiving Party shall certify, in writing, any such destruction of Confidential Information and provide such certification to Disclosing Party within ten (10) business days following receipt of Receiving Party's request for such destruction.

### **3. PATENT RIGHTS AND LICENSES**

3.1 Each party acknowledges and agrees that Confidential Information disclosed under this Agreement is confidential and proprietary to the Disclosing Party and that title and ownership of Confidential Information shall remain with the Disclosing Party. It is understood that no patent right or license is hereby granted by or to the Receiving Party by this Agreement and that the disclosure of Confidential Information shall not result in any obligation by the Disclosing Party to grant to the Receiving Party any rights in or to Confidential Information of the Disclosing Party. Each party shall not make, have made, use or sell for any purpose any product or provide any service using, incorporating or derived from any Confidential Information.

### **4. FUTURE AGREEMENTS**

4.1 Unless otherwise specified in a future, properly executed agreement between Company and Institution, Confidential Information disclosed under this Agreement shall be subject to the terms of this Agreement.

### **5. REPRESENTATIONS AND WARRANTIES**

5.1 Each party warrants and represents that it has the right to enter into this Agreement, and that it has not entered into any agreement, whether written or oral, which would conflict with its obligations under this Agreement.

### **6. EXCHANGE OF INFORMATION AND TERM**

6.1 Effective Date. The Effective Date of this Agreement shall be the last date on which a party executes this Agreement.

6.2 Expiration of Agreement. The ability to exchange Confidential Information under a Confidentiality Letter shall terminate 2 years after the Effective Date of each such Confidentiality Letter. The ability to issue Confidentiality Letters under this Agreement shall terminate 7 years after the Effective Date of this master Agreement, and the master Agreement will pertain to any and all Confidential Information disclosed to the Receiving Party by or on behalf of the Disclosing Party during the term of this Agreement.

6.3 Survival. Each Receiving Party's obligations under any provisions set forth in this Agreement related to patent rights and licenses, representations and warranties, confidentiality, use of names, governing law, or which contemplate performance or observance subsequent to termination or expiration of this Agreement shall survive such expiration or earlier termination for a period of seven (7) years from the date of the relevant Confidentiality Letter.

### **7. MISCELLANEOUS**

7.1 Amendments. The terms of this Agreement may be amended only by the mutual written consent of the parties.

7.2 Governing Law. This Agreement shall be governed by the laws of the state of Texas, excluding conflict of law rules.

7.3 Use of Names. Company and Institution shall not use each other's names (including the names of the other party's subsidiaries or parent, (if any)), symbols or marks, or any derivatives thereof in any form of publicity without the prior written consent of the owning party or parties.

7.4 Assignment. Institution may not assign or delegate Institution's obligations under this Agreement, either in whole or in part, without the prior written consent of Company.

7.5 Waiver. No action or inaction by either party shall be construed as a waiver of such party's rights under this Agreement or as provided by applicable law or regulation. None of the terms of this Agreement may be waived except by an express notice in writing signed by the waiving party. The failure or delay of a party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

7.6 Equitable Relief. Each party understands and agrees that money damages may not be a sufficient remedy for any breach of this Agreement and that the non-breaching party shall be entitled to seek specific performance, injunctive, and other equitable relief as a remedy for any such breach. Such remedy shall not

be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to any and all other remedies available at law or in equity.

7.7 Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and sets forth the entire terms and conditions under which this Agreement will be performed.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all parties notwithstanding that each of the parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signatures unless prohibited by Applicable Law.

7.9 Texas Public Information Act. UT System and Institutions represent, and Company acknowledges, as of the effective date of this Agreement, that the state of Texas has enacted a public records law under chapter 552 of the Texas Government Code ("Public Information Act") and that each Institution, as a public entity, is subject to the Public Information Act. Company represents, and UT System and Institutions acknowledge, that Confidential Information is proprietary confidential business information and as such exempt from disclosure under the Public Information Act. In the event UT System or an Institution receives an open records request for Confidential Information, UT System or the Institution will assert any exemptions available under the Public Information Act. If there are challenges to such asserted exemptions, UT System or the Institution will promptly notify Company prior to any disclosure and provide to Company all relevant information should Company seek to defend its position that the requested information should not be released.

7.10 UT System and Institutions are agencies of the State of Texas, such that there are or could be constitutional and statutory limitations on the ability of UT System or an Institution to enter into certain terms and conditions of this Agreement, including, but not limited to, those relating to warranties, limitations on damages, limitations of periods to bring legal action, waivers of remedies, dispute resolution, indemnities, and confidentiality. Neither the execution of this Agreement by UT System or an Institution, nor any conduct, action, or inaction of any representative of UT System or an Institution constitutes or is intended to constitute a waiver of the sovereign immunity of UT System, an Institution, or the State of Texas. Moreover, notwithstanding the generality or specificity of any provision hereof, the provisions of this Agreement as they pertain to UT System and/or an Institution are enforceable only to the extent authorized by the Constitution and laws of the State of Texas; accordingly, to the extent any provision of this Agreement conflicts with the Constitution or laws of the State of Texas or exceeds the right, power or authority of UT System or an Institution to agree to such provision, then that provision will not be enforceable against UT System, Institutions, or the State of Texas.

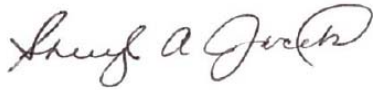
**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement.

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[Signature page follows]

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**AMGEN INC.**



By: Sheryl A Jacobs  
Title: Vice President, Global Development Operations  
Date: April 7, 2020

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

By:   
Name: Rachel E. Schofield  
Title: Manager, Contracts & Agreements  
Date: 30 April 2020

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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**THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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**THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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**THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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**THE UNIVERSITY OF TEXAS AT AUSTIN**

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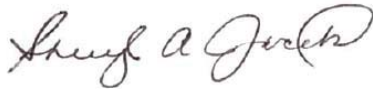
**THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER**

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**THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY**

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**AMGEN INC.**



By: Sheryl A Jacobs  
Title: Vice President, Global Development Operations  
Date: April 7, 2020

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

By: \_\_\_\_\_  
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**THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: *Kristin L. Parks*  
Date: \_\_\_\_\_

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Director of Clinical Research  
~~Finance and Administration~~  
Sponsored Projects  
Administration UTHHealth-  
Houston  
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**THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER**

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

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**THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER**

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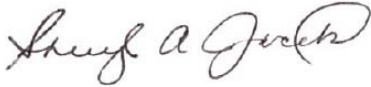
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**THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER**

  
By: \_\_\_\_\_  
Name: Michael Whitman  
Title: Director, Office of Sponsored Programs  
Date: 4/14/2020 | 3:09:58 PM CDT

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

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**THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER**

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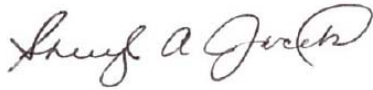
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**AMGEN INC.**



By: Sheryl A Jacobs  
Title: Vice President, Global Development Operations  
Date: April 7, 2020

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

By: \_\_\_\_\_  
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**THE UNIVERSITY OF TEXAS HEALTH SCIENCE  
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**THE UNIVERSITY OF TEXAS HEALTH  
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**THE UNIVERSITY OF TEXAS MEDICAL BRANCH  
AT GALVESTON**



By: \_\_\_\_\_  
Name: Lori Simon  
Title: Director, Office of Clinical Research  
Date: 14-APR-2020

**THE UNIVERSITY OF TEXAS  
SOUTHWESTERN MEDICAL CENTER**

By: \_\_\_\_\_  
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**THE UNIVERSITY OF TEXAS AT AUSTIN**

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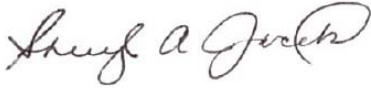
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**THE UNIVERSITY OF TEXAS RIO GRANDE  
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**AMGEN INC.**



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Title: Vice President, Global Development Operations  
Date: April 7, 2020

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

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**THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER**

DocuSigned by:  <sup>DS</sup>  
By: \_\_\_\_\_  
Name: Megan G. Marks, Ph.D.  
Title: Asst. VP, Sponsored Programs Administration  
Date: 4/22/2020

**THE UNIVERSITY OF TEXAS AT AUSTIN**

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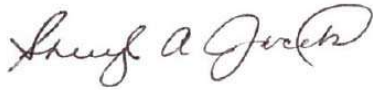
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**AMGEN INC.**



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**THE UNIVERSITY OF TEXAS AT AUSTIN**

By:  \_\_\_\_\_  
Name: Mark Featherston  
Title: Assistant Director, Office of Sponsored Projects  
Date: 15 April 2020

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Date: 2020.04.15 09:43:53 -05'00'



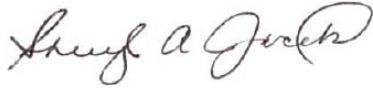
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**AMGEN INC.**



By: Sheryl A Jacobs  
Title: Vice President, Global Development Operations  
Date: April 7, 2020

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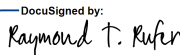
**THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER**

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**THE UNIVERSITY OF TEXAS AT AUSTIN**

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

**THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER**

By:   
Name: Raymond T. Rufer  
Title: Managing Legal Officer, Intellectual Property  
Date: 4/14/2020

**THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MD ANDERSON USE ONLY:**  
Reviewed and Approved By  
MD Anderson Legal Services for  
MD Anderson Signature:  
DocuSigned by:  
  
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4/14/2020

**AMGEN INC.**

*Sheryl A Jacobs*

By: Sheryl A Jacobs  
Title: Vice President, Global Development Operations  
Date: April 7, 2020

**THE UNIVERSITY OF TEXAS HEALTH  
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Date: \_\_\_\_\_

**THE UNIVERSITY OF TEXAS AT AUSTIN**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE UNIVERSITY OF TEXAS M. D.  
ANDERSON CANCER CENTER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE UNIVERSITY OF TEXAS RIO GRANDE  
VALLEY**

By: *Karen Martirosyan*  
Karen Martirosyan (Apr 16, 2020)  
Name: Dr. Karen Martirosyan  
Title: AVP for Research Enhancement  
Date: Apr 16, 2020

**EXHIBIT A  
CONFIDENTIALITY LETTER**

This Confidentiality Letter is entered into by and between Amgen Inc. ("**Company**") and [Institution Name/Address] ("**Recipient**") in accordance with the terms and conditions of this Confidentiality Letter and the Master Mutual Confidential Disclosure Agreement entered into by and between Company and Recipient and identified by contract number 303766, effective [mCDA effective date] (as amended, the "**Agreement**") regarding the parties' interest in receiving Confidential Information from each other for the Purpose identified below. By executing this Confidentiality Letter, the parties agree that this Confidentiality Letter and the parties' performance hereunder shall be governed by the terms and conditions of the Agreement, which are incorporated by this reference as if fully set forth herein. Terms used but not otherwise defined herein shall have the meanings ascribed to such terms under the Agreement.

The parties' desire to receive certain Confidential Information of each other regarding the Amgen-sponsored Study described below:

1. Individual of the Institution to whom the Amgen Confidential Information will be sent is <insert PI name>, M.D.;
2. The Company drug is <insert Study Drug>;
3. The title of the Protocol is "<insert Study Name>"; and
4. The Protocol identification number assigned by Company is: <insert Protocol #>.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Confidentiality Letter.

**AMGEN INC.**

**[<insert Institution>]**

By:  
Title:  
Date:

\_\_\_\_\_  
(signature)  
By: \_\_\_\_\_  
(print or type name)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**READ AND ACKNOWLEDGED**

\_\_\_\_\_  
(signature)  
By: \_\_\_\_\_  
(print or type name)  
Title: Investigator \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit B  
Administrative Contact Person and Address for Each Institution**

<p><b>The University of Texas at Austin</b>  Mark Featherston  Assistant Director, Contracts/Agreements  Office of Sponsored Projects  3925 West Braker Lane, Bldg. 156, Suite 3.340  Austin, Texas 78759-5316  Phone: 512-232-6087  Fax: 512-471-6564  Email: <a href="mailto:mark.featherston@austin.utexas.edu">mark.featherston@austin.utexas.edu</a>  Tax ID: 74-600023</p>	<p><b>The University of Texas Southwestern Medical Center</b>  Julia Spesivtseva  Director, Clinical Research Services  Sponsored Programs Administration  5323 Harry Hines Blvd.  Dallas, TX 75390-9020  Phone: 214-648-9877  Fax: 214-648-4671  Email: <a href="mailto:Julia.spesivtseva@utsouthwestern.edu">Julia.spesivtseva@utsouthwestern.edu</a>  Tax ID: 75-6002868</p>
<p><b>The University of Texas Health Science Center at San Antonio</b>  Chris G. Green  Director, Office of Sponsored Programs  7703 Floyd Curl Dr, Mail Code 7828  San Antonio, TX 78229-3900  Phone: 210-567-2340  Fax: 210-567-8107  Email: <a href="mailto:contracts@uthscsa.edu">contracts@uthscsa.edu</a>  Tax ID: 74-1586031</p>	<p><b>The University of Texas Health Science Center at Houston</b>  Kristin L. Parks  Director, Clinical Research Finance and Administration  Office of Sponsored Projects Administration  Fannin Street, UCT1002  Houston, TX 77030  Phone: 713-500-3063  Fax: 713-383-3746  Email: <a href="mailto:Kristin.Parks@uth.tmc.edu">Kristin.Parks@uth.tmc.edu</a>  Tax ID: 74-1761309  <i>Overnight address is:</i>  7000 Fannin Street, Suite UCT 1007-2  Houston, TX 77030</p>
<p><b>The University of Texas Health Science Center at Tyler</b>  Michael S. Whitman  Director, Office of Sponsored Programs  11937 U.S. Hwy. 271  Tyler, TX 75708-3154  Phone: 903-877-7392  Fax: 903-877-7558  Email: <a href="mailto:Grants@uthct.edu">Grants@uthct.edu</a>  Tax ID: 75-6001354</p>	<p><b>The University of Texas Medical Branch at Galveston</b>  Lori Simon  Director, Office of Clinical Research  6.170 Research Bldg. #6  Galveston, TX 77555  Phone: 409-772-1978  Fax: 409-772-1968  Email: <a href="mailto:lasimon@utmb.edu">lasimon@utmb.edu</a>  Email: <a href="mailto:clinical.research@utmb.edu">clinical.research@utmb.edu</a>  Tax ID: 74-6000949</p>
<p><b>The University of Texas Rio Grande Valley</b>  Glorimar Colón  Executive Director for Research Compliance and Export Controls  1201 West University Drive  Edinburg, TX 78539  Phone: 965-665-3008  Fax: 956-665-2940  Email: <a href="mailto:glorimar.colon@utrgv.edu">glorimar.colon@utrgv.edu</a>  <a href="mailto:otc@utrgv.edu">otc@utrgv.edu</a>  Tax ID: 46-5292740</p>	<p><b>The University of Texas M. D. Anderson Cancer Center</b>  Sana Shaikh  Senior Legal Officer  Legal Services – 1MC11.3433  7007 Bertner Ave  Houston, TX 77030-3907 Houston, TX 77030  Phone: 713-745-6633  Fax: 713-792-6878  Email: <a href="mailto:sashaikh@mdanderson.org">sashaikh@mdanderson.org</a>  Tax ID: 74-001118</p>