

MASTER CLINICAL STUDY AGREEMENT

This Master Clinical Trial Agreement ("Agreement"), effective as of the 27th day of December, 2000 ("Effective Date"), is entered into by and between Amgen Inc., a Delaware corporation with its principal office and place of business at One Amgen Center Drive, Thousand Oaks, California 91320 ("Amgen") and each of The University of Texas M. D. Anderson Cancer Center, The University of Texas Health Science Center at San Antonio, The University of Texas Health Science Center at Houston, The University of Texas Medical Branch at Galveston, The University of Texas Health Center at Tyler and The University of Texas Southwestern Medical Center at Dallas (each an "Institution"), each with an office and place of business as set forth on Exhibit A attached hereto and each a component of The University of Texas System located at 201 West 7th Street, Austin, Texas 78701 (each referred to individually as an "Institution," or collectively as "Institutions").

WHEREAS, Amgen is engaged in the research and development of pharmaceutical products;

WHEREAS, Institutions are engaged in providing patient care and, in accordance therewith, conducting clinical research; and

WHEREAS, Amgen desires to enter into a master agreement with Institutions covering the conduct of one or more clinical studies at an Institution using Amgen proprietary products under specific Amgen-initiated protocols, as Institutions and Amgen mutually agree, said studies to advance the Institutions' educational and research purposes;

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth in this Agreement, the parties agree as follows:

1. SCOPE OF WORK

- A. Subject to the terms and conditions below, Amgen and Institutions agree that, from time to time, an Institution shall perform certain clinical studies utilizing Amgen proprietary products ("Study Drug"). In order to initiate a clinical study under this Agreement ("Study"), Amgen will present a study proposal ("Study Proposal") to such Institution that must be accepted and approved in writing by the Institution and the relevant investigator who shall have primary responsibility for conducting the Study (the "Principal Investigator"). Each Study Proposal, as set forth in Exhibit B attached hereto, shall at a minimum include the following: (i) a description of the Study to be conducted pursuant to such Study Proposal, including the anticipated commencement date for such Study; (ii) a protocol, as provided to the Institution by Amgen, acceptable to such Institution and outlining in detail the terms and conditions of the proposed Study (each such protocol together with any of its subsequent amendments shall be referred to herein as a "Protocol"); (iii) the maximum number of evaluable subjects meeting all Protocol eligibility requirements to be included in the Study ("Subjects"); (iv) a detailed

budget of the costs associated with the Study; (v) a detailed description of the payment terms for the Study; and (vi) the identity of the Principal Investigator.

- B. Upon execution and acceptance by each party to this Agreement, each Study Proposal shall be deemed incorporated into this document and shall be governed by the terms hereof. To the extent that any terms or provisions of a Study Proposal shall conflict with the terms or provisions of this Agreement, the terms of this Agreement shall govern, unless the parties expressly state in the Study Proposal an intention to supersede the terms of this Agreement for purposes of such Study Proposal.
- C. Any change relating to any Study Proposal after the date of the execution of such Study Proposal must be executed in writing by both parties, and the changed Study Proposal shall then be incorporated into this Agreement.

2. PRINCIPAL INVESTIGATOR

- A. Institutions covenant and agree that any Principal Investigator shall be an employee of The Institution, a component of The University of Texas System. Institutions further covenant and agree that a Principal Investigator shall carry out the Study in a professional, competent manner, in accordance with the relevant Protocol, the terms of this Agreement, and any applicable Institution policies.
- B. If at any time, the Principal Investigator assigned to a Study is reassigned or submits a letter of resignation to Institution, Institution shall immediately notify Amgen of such reassignment or notice of resignation and shall submit for Amgen's approval the name of the proposed replacement for the Principal Investigator. If Amgen and Institution are not able to agree on a mutually acceptable, substitute Principal Investigator, then the Study shall be terminated as set forth in Section 13.A(3) below.

3. PAYMENTS

All payments under a Study Proposal shall be payable to the relevant Institution and directed to the office set forth in Exhibit C.

4. CONFIDENTIAL INFORMATION

- A. During the term of this Agreement, and for a period of five (5) years after termination of a Study, Institutions and any Principal Investigator shall not disclose or use for any purpose other than performance of a Study, information including without limitation any and all trade secrets, know-how, privileged records, or other confidential or proprietary information and data, either technical or non-technical (i) disclosed to an Institution by Amgen under this Agreement, and (ii) in writing and marked "Confidential" or reduced to writing and marked "Confidential" within thirty (30) days of oral disclosure ("Confidential

Information"). The obligation of non-disclosure and non-use shall not apply with respect to any portion of the Confidential Information that:

- (1) is or later becomes generally available to the public by use, publication, or the like, through no fault of Institution or the Principal Investigator;
- (2) is obtained without restriction from a third party with the legal right to disclose the same to Institution or the Principal Investigator;
- (3) is already in Institution's or the Principal Investigator's possession at the time of its disclosure;
- (4) is independently developed by Institution or the Principal Investigator without the use or benefit of Confidential Information belonging to Amgen as evidenced by Institution's or the Principal Investigator's written records; or
- (5) is required to be disclosed by law or regulation.

In the event an Institution is required to disclose any information pursuant to subsection 4.A(5) above, Institution shall notify Amgen to allow Amgen to assert whatever exclusions or exemptions may be available to it under such law or regulation.

- B. In the event Amgen shall come into contact with any Subject's medical records, Amgen shall hold in confidence the identity of such Subject and shall comply with all applicable laws regarding the confidentiality of such Subject's records.
- C. Institutions agree, and shall cause each Principal Investigator to agree, to hold the terms of this Agreement and the results of the Study in confidence, subject to the publication rights set forth in Section 6 below; provided, however, that Institution may disclose Amgen's name, the name of the Principal Investigator, the amount of support provided and the title of the Protocol for internal reporting purposes.
- D. In the event either Institutions or Amgen are legally required to issue any disclosure that identifies the existence or terms of this Agreement, then each party shall notify the other to allow the non-disclosing party to assert whatever exclusions or exemptions may be available under any laws or regulations.

5. PROPRIETARY RIGHTS

- A. All results from a Study conducted under this Agreement shall be disclosed by an Institution and/or the Principal Investigator to Amgen at the conclusion of the Study.
- B. Amgen shall have the unrestricted right to utilize freely all such results in whatever manner it desires.

- C. Any invention or discovery conceived and reduced to practice as a direct result of the performance of the work conducted under this Agreement using the Study Drug in accordance with the relevant Protocol provided by Amgen to the Institution shall be the sole property of Amgen. Institutions agree to assign to Amgen, at Amgen's request and expense, the sole and exclusive ownership of such inventions or discoveries upon Amgen's payment of costs, if any, incurred by Institutions in the filing, prosecution, issuance and/or maintenance of any patent application or patent issuing thereon. Further prosecution and costs, if any, shall thereafter be borne by Amgen.
- D. This Agreement prohibits the use of a Study Drug for any purpose outside the pertinent Study. While Amgen in no way condones the use of a Study Drug for any purpose outside a Study, if such work is performed, all data, results, conclusions, observations, discoveries, inventions, ideas, know-how, procedures, advancements and the like, whether patentable or not, shall be the sole property of Amgen.
- E. Neither Amgen nor an Institution transfers to the other by operation of this Agreement any patent, copyright, or other proprietary right of either party, except as described in this Agreement.

6. PUBLICATIONS

- A. Authorship of a multi-center publication will be based upon substantial contribution to the design, analysis, interpretation of data, drafting and/or critically revising of any manuscript(s) derived from a Study. An Institution shall have the right to publish the results of a Study, provided such publication is consistent with the terms set forth in this Section 6 and does not constitute a violation of Section 4.A above. Prior to submission for publication of any manuscript, poster presentation, abstract, or other written or oral material describing the results of a Study, Institution shall provide Amgen sixty (60) days to review a manuscript and fifteen (15) days to review any poster presentation, abstract, or other written or oral material that describes the results of a Study. If Amgen requests in writing, Institution shall withhold any publication or presentation an additional sixty (60) days to enable Amgen to secure adequate protection of Amgen's intellectual property that would be affected by said publication or presentation.
- B. Institutions agree that if a Study is part of a multi-center study, any publication by an Institution of the results of such Study conducted at such Institution shall not be made before the first multi-center publication. In the event no multi-center publication occurs within eighteen (18) months after (i) a Study has been completed or terminated at all Study sites, (ii) data has been received and analyzed by Amgen, and (iii) all queries have been resolved, an Institution shall have the right to publish its results from such Study, subject to Section 4.A above and the Amgen review requirements described in this Section 6.

- C. Institutions agree to remove all Confidential Information, as defined in subsection 4.A above, from all publications that are covered under this Agreement.

7. USE OF NAME (ADVERTISING)

Institutions and Amgen shall obtain prior written consent from the other party before using the name, symbols, or marks of the other party in any form of publicity connected with a Study. The Institution representative with the authority to allow Amgen to use an Institution's name, symbols, or marks is its Vice President for Public Affairs. The Amgen representative with the authority to allow an Institution to use Amgen's name, symbols, or marks is its Sr. Director of Clinical Affairs.

8. CHANGES TO THE PROTOCOL

- A. If generally accepted standards of good clinical practice relating to the safety of the Subjects require a deviation from any Protocol, those standards shall be followed within the Study. Any party who becomes aware of the need for a deviation from any Protocol shall immediately inform the other party to this Agreement of the facts causing the deviation as soon as the facts are known to that party. In addition, the Principal Investigator shall promptly inform Institutions' institutional review board ("IRB") of the deviation.
- B. Amgen may also, from time to time, make written changes to a Protocol. No changes may be implemented before such changes are approved by the IRB. If these changes affect the cost of a Study, Institutions and Amgen shall amend the Study Proposal to reflect the changes in the Study cost.

9. MATERIALS

- A. Amgen agrees to provide Study Drug and any reagents that may be required by the Protocol during the course of a Study ("Study Materials"). Access to Study Materials shall be limited to only those persons who, under the Principal Investigator's direct control, shall be using Study Materials for the Study. At no time shall Study Materials be used for any purpose other than as described in the Protocol or transferred to any third party without Amgen's prior written consent. Upon termination or completion of a Study, all unused Study Materials shall be returned to Amgen or destroyed at Amgen's sole option and expense.
- B. Materials required by a Protocol to be derived from Subjects while enrolled in a Study, including, but not limited to, blood, bone marrow, sera, and other biological materials ("Biological Materials") may be used an Institution's internal, non-commercial research, education and patient care programs, and for other purposes, but only to the extent they are unrelated to the Study Drug and the Protocol. Biological Materials may not be transferred to third parties for research related to either the Study Drug or the Protocol. It is further agreed that neither the Institution nor any of its employees shall obtain Study Drug from the Biological Materials. However, at the prior written request of an Institution,

Amgen may agree in writing (in its sole discretion and on a case-by-case basis) to waive one or more restrictions imposed on the Institution by this Section 9.B.

10. COMPLIANCE WITH LAW AND ACCEPTED PRACTICE

- A. Institutions and the Principal Investigator shall perform each Study in compliance with the following:
- (1) all requirements set forth in Title 21, Parts 50 and 56, of the United States Code of Federal Regulations ("C.F.R.");
 - (2) the Protocol;
 - (3) any written instructions provided by Amgen subsequent to a Study Proposal, as approved by the IRB, that specifically state that such instructions supercede the instructions provided in connection with the Study Proposal; and
 - (4) all applicable local, state, and federal laws and regulations governing the performance of clinical investigations, including without limitation the Federal Food, Drug, and Cosmetic Act, and regulations and guidances of the United States Food and Drug Administration ("FDA").
- B. Institutions shall provide Amgen with sufficient accurate financial information to allow Amgen to submit complete and accurate certification or disclosure statements as required under 21 C.F.R. Part 54. Institutions shall also promptly update this information if any relevant changes occur during the course of a Study and for one year following the completion of such Study. Institutions shall comply with all recordkeeping requirements under 21 C.F.R. Part 312 and shall retain any records mutually agreed to by Amgen, Institutions, and/or the Principal Investigator resulting from the Study for the time required by applicable federal regulations. Institutions further agree to allow Amgen and relevant government agencies to inspect all such records, including the Subject's medical records. The informed consent form signed by the Subjects shall provide for access to the Subjects' medical records by Amgen and by agencies such as the FDA.
- C. After reasonable inquiry, no Institution nor any of its employees rendering services in connection with a Study is, to the best knowledge of the Institution, under investigation by the FDA for debarment action or is presently debarred pursuant to the Generic Drug Enforcement Act of 1992. Institutions shall promptly notify Amgen upon any inquiry concerning, or the commencement of any such proceedings concerning, Institutions or any such employee. The terms of the preceding sentence shall survive the termination or expiration of a Study for a period of three (3) years.
- D. After reasonable inquiry, no Institution, Principal Investigator, or any sub-investigator of a Study is, to the best knowledge of the Institution, currently the subject of a disqualification proceeding or has been disqualified by the FDA as a

clinical investigator pursuant to 21 C.F.R. § 312.70. Neither the Principal Investigator nor any sub-investigator of a Study has entered into an agreement with the FDA that in a way restricts their ability to serve as a clinical investigator. Institutions shall notify Amgen immediately upon any inquiry, or the commencement of any such proceeding, concerning the Principal Investigator or any sub-investigator.

- E. If any governmental or regulatory authority conducts or provides notice to an Institution of its intention to conduct an inspection at an Institution's facilities or its intention to take any other regulatory action with respect to a Study, such Institution will promptly give Amgen notice thereof, including all pertinent information. Amgen acknowledges that Amgen may not direct the manner in which an Institution fulfills its obligations to permit inspection by governmental entities. It shall not be a breach of this Agreement for an Institution to comply with the demands and requests of any governmental entity in accordance with its judgment or to fail to inform and consult with Amgen before complying with any such demand or request, subject to the notice requirement set forth in the first sentence of this paragraph.

11. INDEMNIFICATION

- A. Amgen shall defend, indemnify, and hold harmless the Institutions, The University of Texas System, and their Regents, officers, agents, and employees from any and all liabilities or loss they may suffer as a result of complaints, claims, actions, or suits for personal injury or death arising out of the activities to be carried out pursuant to the obligations of this Agreement, including without limitation Amgen's use of the results of any Study, provided, however, that:
- (1) a Study is conducted in accordance with (i) the requirements set forth in 21 C.F.R. 50 and 56; (ii) the terms of this Agreement; (iii) the Protocol; and (iv) any written instructions concerning administration of the Study Drug delivered by Amgen subsequent to a Study Proposal, which written instructions specifically state that they supercede any written instructions delivered with the Study Proposal;
 - (2) Amgen is notified promptly of any complaint, claim, or injury relating to any loss subject to this indemnification;
 - (3) subject to the statutory duties of the Texas Attorney General, Amgen has sole control over the defense and settlement of any such complaint(s) or claim(s); and
 - (4) Amgen shall have the right to select defense counsel and, subject to the statutory duties of the Texas Attorney General, to direct the defense or settlement of any such claim or suit.
- B. Any negligence or willful malfeasance by a Regent, officer, agent, or employee of an Institution or The University of Texas System is specifically excluded from

Amgen's obligation to indemnify and hold harmless pursuant to subsection 11.A above.

- C. Whether any claims brought or actions filed are rightfully or wrongfully asserted, Amgen shall provide a diligent defense against, and/or settlement of, any such claims or actions for a loss that is the subject of this Section 11 Indemnification. Amgen shall have the right to settle claims at Amgen's sole expense.
- D. Subject to the statutory duties of the Texas Attorney General, Institutions and the Principal Investigator shall fully cooperate with Amgen and its legal representatives in the investigation and defense of any claim or suit covered under this Agreement. In the event a claim or action is asserted, Institutions shall have the right to select and obtain representation by separate legal counsel. If an Institution exercises such right, all costs and expenses incurred by it for such separate counsel shall be borne by such Institution.
- E. Amgen warrants that it maintains a policy or program of insurance or self insurance at levels sufficient to support the indemnification obligations assumed under this Agreement. Upon request, Amgen will provide written evidence of its insurance or self insurance.
- F. To the extent authorized by the constitution and laws of the State of Texas, Institutions shall defend, indemnify, and hold harmless Amgen and any of Amgen's agents and employees from any and all liabilities or loss they may suffer as a result of complaints, claims, actions, or suits for personal injury or death directly arising out of the negligent administration or negligent use of the Study Drug during the course of a Study.
- G. Upon request, Institutions will provide written evidence of the extent to which the Texas Tort Claims Act protects Institutions and its employees against any claims, actions, or suits brought or filed in connection with the Study. The Texas Tort Claims Act may be found at TEX. CIV. PRAC. & REM. CODE ANN. Sec. 101.001 et seq. (Vernon 1997 & Supp. 1999).

12. SUBJECT INJURY

Amgen will compensate a Subject for any reasonable medical expenses incurred for the treatment of any injury that is directly a result of the use of the Study Drug in accordance with a Protocol or any procedure required by and performed in accordance with a Protocol. Amgen shall not be responsible for the payment of medical expenses that are the result of the negligence or misconduct of any agent or employee of an Institution or those that are unrelated to the relevant Study Drug.

13. TERMINATION

- A. This Agreement or a Study may be terminated:
 - (1) by an Institution upon thirty (30) days' prior written notice;

- (2) by a n Institution upon its determination that a Study presents undue risk to the enrolled Subjects, provided that Amgen shall first be notified of such anticipated termination and given the opportunity to respond regarding such perceived risk;
 - (3) by Amgen immediately upon written notice, so long as such termination does not jeopardize Subject safety;
 - (4) by either an Institution or Amgen immediately if a Principal Investigator is unable to continue to serve and a successor acceptable to both Institution and Amgen is not available; or
 - (5) upon the occurrence of an event qualifying as a termination event as described in the Protocol.
- B. Immediately upon receipt of a notice of termination of a Study, the Principal Investigator shall stop enrolling Subjects into the Study and shall cease conducting procedures on Subjects already enrolled in the Study as directed by Amgen, to the extent medically permissible and appropriate.
- C. In the event that a Study is terminated in accordance with Section 13.A, the Institution will credit or return to Amgen any funds received in excess of services rendered which are not expended or obligated by the Institution in connection with the Study prior to the effective termination date.
- D. Upon the effective date of termination of a Study, the Institution shall conduct an accounting of expenses chargeable to Amgen pursuant to a schedule to be included as part of the Study Proposal. Amgen shall verify the charges presented by the Institution and if Amgen objects to any charge, the parties shall use best efforts to resolve expeditiously any disagreement. Within thirty (30) days after receipt of adequate documentation or resolution of any dispute, Amgen shall make payment to Institution for:
- (1) all services rendered and monies expended by the Institution prior to the date of termination and not yet paid for; and
 - (2) reasonable noncancelable obligations incurred for the Study by the Institution prior to the effective date of termination.
- E. Termination of this Agreement by either party shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination. The rights and duties under Sections 4, 5, 6, 7, 9, 10, 11, 12, 13, and 20 survive the termination or expiration of this Agreement.
- F. This Agreement shall be effective for a period of five (5) years from the Effective Date, unless mutually agreed otherwise by the parties hereto in writing.

14. AMENDMENTS

This Agreement may only be amended by the mutual written consent of the parties.

15. ENTIRE AGREEMENT

This Agreement, together with Exhibits A, B, and C, represents the entire understanding of the parties with respect to the subject matter hereof. In the event of any inconsistency between this Agreement and any Protocol, the terms of this Agreement shall govern. This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original, and all of which together shall be one document binding on all the parties even though each of the parties may have signed different counterparts. This Agreement shall also be considered fully executed by the parties upon Amgen's receipt of the counterparts signed by all parties by facsimile transmission.

16. SEVERABILITY

If any term or provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other term or provision of this Agreement.

17. ASSIGNMENT

Neither party may assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the other party.

18. WAIVER

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of the same term, provision, or condition, or of any other term, provision, or condition of this Agreement.

19. RELATIONSHIP OF THE PARTIES

In the activities connected with any Study, Institutions agree to act as independent contractors without the capacity to bind Amgen legally. Institutions also agree that they are not acting as agents or employees of Amgen. Notwithstanding anything contained in this Agreement to the contrary, Institutions shall not initiate or participate in any communications with the FDA or any other governmental agency concerning the subject matter hereof unless required by law or requested to do so by Amgen, subject to the notice requirements set forth in Sections 4.A(5) and 10.E above.

20. NOTICE

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given as of the date it is (a) delivered by hand, or (b) received by Registered or Certified Mail, postage prepaid, return receipt requested, or (c) received by facsimile and addressed to the party to receive such notice at the address set forth below, or such other address as is subsequently specified in writing:

If to Amgen:

Corporate Secretary
Amgen Inc.
One Amgen Center Drive
Thousand Oaks, CA 91320-1799
Fax Number: (805) 499-8011

If to Institution:

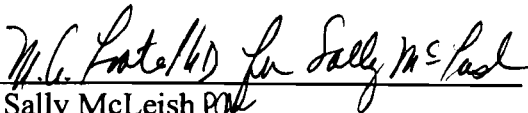
See Exhibit A

With Copy To:

Sally McLeish
Vice President, Clinical Operations
Amgen Inc.
One Amgen Center Drive
Thousand Oaks, CA 91320-1799
Fax Number: (805) 375-8564

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by proper persons duly authorized.

AMGEN INC.

By: 
Sally McLeish ~~Ph.D.~~
Vice President, Clinical Operations

Date: December 29, 2000

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

By: 

Name: Leonard A. Zwelling, M.D., M.B.A.

Title: Vice President, Research Administration

Date: 1/4/01


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

By: 
Name: Jane A. Youngers

Title: Director of Grants Management

Date: 1-24-01


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

By: 
Name: T. Kevin Dillon

Title: Vice President and
Chief Financial Officer

Date: 1/10/01

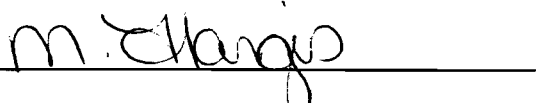
**THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON**

By: 
Name: Cheryl M. Chanaud, Ph.D.

Title: Director, Office of Clinical Trials

Date: 1/12/01


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

By: 
Name: Michelle Hargis

Title: Director of Sponsored Programs

Date: 1-23-01

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

By: 
Name: Perrie M. Adams, Ph.D.

Title: Associate Dean for Research

Date: 1/18/01

EXHIBIT A
LIST OF INSTITUTION ADDRESSES AND ADMINISTRATIVE PERSONNEL

The University of Texas M. D. Anderson Cancer Center
1515 Holcombe Blvd., Box 307
Houston, Texas 77030
Attn: Ms. Melinda Mathis - Manager, Sponsored Programs
Fax: 713-794-4535

The University of Texas Health Science Center at San Antonio
7703 Floyd Curl Drive
San Antonio, Texas 78284-7862
Attn: Ms. Jane A. Youngers – Director, Grants Management
Fax: 210-567-2344

The University of Texas Health Science Center at Houston
P.O. Box 20036
Houston, Texas 77225
Attn: Mr. David Kusnerik, Contract Administrator
Fax: 713-500-3275

The University of Texas Medical Branch at Galveston
301 University Blvd., Admin. Annex Rm. 3.120
Galveston, Texas 77555-0114
Attn: Jim Arie, Ph.D.
Fax: 409-747-3793

The University of Texas Health Center at Tyler
11937 U.S. Highway 271
Tyler, Texas 75708
Attn: Ms. Michelle Hargis – Administrator, Sponsored Programs
Fax: 903-877-7755

The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd., B1.204
Dallas, Texas ~~75235-9007~~ 75390-9016
Attn: Perrie M. Adams, Ph.D., Associate Dean for Research
Fax: 214-648-3362

**EXHIBIT B
STUDY PROPOSAL**

STUDY LETTER OF APPROVAL

This Study Letter of Approval, effective as of the _____ day of _____, ____ (together with any subsequent amendments thereto hereinafter referred to as, "Study Letter of Approval") is entered into by and between Amgen Inc., a Delaware corporation whose principal office and place of business is located at One Amgen Center Drive, Thousand Oaks, California 91320 ("Amgen"), and [name of Institution], whose principal office is located at [address of Institution] ("Institution"), in accordance with the terms of that certain Master Clinical Study Agreement, dated as of the _____ day of _____, _____ ("Master Agreement"), between Amgen and the six health component institutions of The University of Texas System. All terms used in this Study Letter of Approval and not defined shall have the meanings assigned to them in the Master Agreement.

- A. **WHEREAS**, Institution and Amgen have entered into the Master Agreement to facilitate certain clinical research collaborations;
- B. **WHEREAS**, Institution and Amgen have agreed that for any study to be conducted under the terms of the Master Agreement, Institution, Principal Investigator and Amgen shall execute a Study Letter of Approval with study-specific terms. Whereas, Institution and Amgen have agreed that any executed Study Letter of Approval shall be attached to and incorporated into the Master Agreement, and that Institution, Principal Investigator and Amgen shall conduct the Study under the terms of the underlying Master Agreement, together with the Study-specific terms of the Study Letter of Approval.
- C. **WHEREAS**, Institution, Principal Investigator and Amgen wish to conduct such Study under the Protocol specified below.

NOW, THEREFORE, the parties hereto agree to the following Study-specific terms:

1. SCOPE OF WORK

The Protocol, written by Amgen, for the Study is Amgen Protocol No. _____ entitled _____, dated _____, _____, an employee of Institution, shall serve as Principal Investigator for the Study.

2. STUDY DRUG AND MATERIALS

The Study Drug for the Study is _____. [Amgen shall also provide Institution and Principal Investigator with [name of Amgen Product] free of charge as Materials to be used by Institution and Principal Investigator in connection with the Study.]

3. PERFORMANCE PERIOD AND ENROLLMENT OF SUBJECTS

The Study will commence upon execution of this Study Letter of Approval and will continue until completion of the Study as required by the Protocol (including any amendments thereto), unless this Agreement is terminated earlier pursuant to Section 13 of the Master Agreement. The Study shall involve the enrollment of a maximum of _____ (____) evaluable subjects, meeting all Protocol eligibility requirements ("Subjects").

4. COST AND PAYMENT

A. As consideration for performance by Institution and Principal Investigator under the terms of this Master Agreement, Amgen shall provide financial support for the Study at a rate of _____ (_____) per Subject for each Subject completing all Protocol specified treatments (the "Per Subject Fee"). Unless Amgen requests that additional Subjects be enrolled in the Study and Institution and Principal Investigator agree to such request, the total aggregate amount to be paid by Amgen under this Study Letter of Approval shall not exceed _____ (_____) (the "Study Cost").

B. The Study Cost shall be payable as follows:

[the language below may be adjusted, as necessary]

- (a) _____ upon execution of this Study Letter of Approval;
- (b) _____ upon _____ and submission of corresponding completed case report forms;
- (c) _____ upon _____ and submission of corresponding completed case report forms; and
- (d) _____ (____ %) ("Final Payment") upon (i) receipt by Amgen of all Study documentation and data and (ii) receipt by Amgen of an investigator's final report in a form acceptable to Amgen. The Final Payment shall be paid by Amgen in accordance with the following paragraph.

In the event that more or less than _____ (____) Subjects complete all Protocol specified treatments, the Study Cost shall be adjusted to equal the Per Subject Fee multiplied by the number of Subjects completing all Protocol specified treatments plus the amount paid for laboratory expenses. The Final Payment will be increased or decreased as appropriate in connection with any adjustment of the Study Cost described above. Further, if, at the completion of the Study, Amgen has advanced sums under the terms of this Study Letter of Approval that exceed the adjusted Study Cost, Institution shall reimburse to Amgen any amount by which amounts advanced by Amgen exceed the adjusted Study Costs.

C. Checks will be made payable to: "_____"

Checks will be sent to:

[List the name of Institution and address as set forth in Exhibit C]

Tax ID _____

5. NOTICE

The address for any notices required or permitted to be given to Principal Investigator under the Master Agreement is: _____.

[6. Add any other sections as necessary, including any terms specific to the Study to be conducted under this Study Letter of Approval which supersede the terms of the underlying Master Agreement. If certain terms herein supersede the terms of the Master Agreement, then the following sentence must be included in bold, all caps, large font: "PROVISION ____ SUPERSEDES THE TERMS OF THE MASTER AGREEMENT AND MUST BE PRE-APPROVED BY THE PERSON AND OFFICER INDICATED IN EXHIBIT A TO THE MASTER AGREEMENT AND THE INSTITUTION'S LEGAL OFFICER".]

7. MISCELLANEOUS

- A. The Master Agreement, including the Study Letter of Approval, constitutes the entire agreement between Amgen, Institution and Principal Investigator with respect to the conduct of the Study.
- B. This Study Letter of Approval may be executed in any number of counterparts, each of which shall be an original and all of which together shall be one document binding on all the parties even though each of the parties may have signed different counterparts. This Study Letter of Approval shall also be considered executed by the parties upon receipt by Amgen by facsimile transmission of the counterparts signed by them.

IN WITNESS WHEREOF, the parties hereto have executed this Study Letter of Approval in duplicate by the proper persons duly authorized to do so.

AMGEN INC.

[NAME OF INSTITUTION]

By: Sally McLeish
Title: Vice President, Clinical Operations

(signature)
By _____
(print or type name)

Title _____

Date _____

Date _____

I have read and understood my obligations under this Study Proposal:

[PRINCIPAL INVESTIGATOR]

Date _____

EXHIBIT C
LIST OF INSTITUTION CONTACTS FOR RECEIPT OF PAYMENT

The University of Texas M. D. Anderson Cancer Center
1515 Holcombe Blvd., Box 202
Houston, Texas 77030
Attn: Ms. Donna Gilberg, CPA
Manager, Grants and Contracts Accounting
Fax: 713-796-0381 Phone: 713-794-1825
Tax ID 74 6001118 A1

The University of Texas Health Science Center at San Antonio
7703 Floyd Curl Drive
San Antonio, Texas 78284-7862
Attn: Ms. Jane A. Youngers – Director, Grants Management
Fax: 210-567-2344 Phone: 210-567-2333
Tax ID 1-74-1586031-A3

The University of Texas Health Science Center at Houston
P.O. Box 20036
Houston, Texas 77225
Attn: Mr. David Kusnerik, Contract Administrator
Fax: 713-500-3275 Phone: 713-500-3268
Tax ID 74-1761309

The University of Texas Medical Branch at Galveston
Office of Sponsored Programs
P. O. Box 4786-750
Houston, Texas 77210-4786
Tax ID 74-6000949

The University of Texas Health Center at Tyler
11937 U.S. Highway 271
Tyler, Texas 75708
Attn: Ms. Michelle Hargis – Manager, Sponsored Programs
Fax: 903-877-7755 Phone: 903-877-7756
Tax ID 175-600-1354

The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd., B1.204
Dallas, Texas ~~75235-9007~~ 75390-9016
Attn: Perrie M. Adams, Ph.D., Associate Dean for Research
Fax: 214-648-3362 Phone: 214-648-~~2258~~
Tax ID 75-6002868 6449



**AMENDMENT NO. 1 TO
MASTER CLINICAL STUDY AGREEMENT**

This Amendment No. 1 to Master Clinical Study Agreement ("Amendment"), effective as of March 1, 2006 ("Effective Date"), is entered into by and between Amgen Inc., a Delaware corporation with its principal office and place of business at One Amgen Center Drive, Thousand Oaks, California 91320 ("Amgen") 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 Medical Branch at Galveston, The University of Texas Health Center at Tyler and The University of Texas Southwestern Medical Center at Dallas (each an "Institution"), each with an office and place of business and each a component of The University of Texas System located at 201 West 7th Street, Austin, Texas 78701 (each referred to individually as an "Institution," or collectively as "Institutions").

WHEREAS, Amgen and Institutions and The University of Texas M. D. Anderson Cancer Center ("MD Anderson") have entered into a Master Clinical Study Agreement dated December 27, 2000 (the "Agreement") to engage in covering the conduct of one or more clinical studies at an Institution using Amgen proprietary products under specific Amgen-initiated protocols, as Institutions and Amgen mutually agree, said studies to advance the Institutions' educational and research purposes;

WHEREAS, MD Anderson has decided not to execute this Amendment in view of its intent to negotiate a stand-alone Master Clinical Study Agreement with Amgen; and

WHEREAS, the parties now wish to amend certain provisions under the Agreement to add HIPAA provisions and to amend the termination provision to extend the life of this Master Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations and warranties set forth herein, the parties agree as follows:

SECTION 1. Definitions; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Agreement shall have the meaning assigned to such term in the Agreement.

SECTION 2. Amendment of Section 4. Section 4 of the Agreement is hereby amended with the addition of subsection E as follows:

- "E. To the extent that the Institutions, a Principal Investigator, or any other person or entity involved in the Study (other than as a Subject) is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Institutions certify that the Institutions will obtain a valid HIPAA Privacy Rule authorization, as prescribed in 45 C.F.R. §164.508(b) from each Subject participating in the Study permitting disclosures from such Institution and/or the Principal Investigator to Amgen and any and all other clinical trial service providers of the Subject's "protected health information" (as defined in HIPAA) as

required by and in accordance with the Study, which such authorization will permit Amgen's use of such protected health information for the purposes of monitoring the accuracy and completeness of the research data, performing clinical and scientific research, and medical product development."

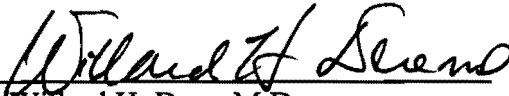
SECTION 3. Replacement of Section 13. Subsection F of Section 13 of the Agreement is hereby replaced and restated to read as follows:

"F. This Agreement shall be effective until such time as it is terminated by either party as provided herein."

SECTION 4. Construction of Agreement. Except as amended and supplemented hereby, all of the terms of the Agreement are incorporated herein by reference and shall remain and continue in full force and effect and are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties have hereto caused their duly authorized representatives to execute this Amendment as of the Effective Date first written above.


AMGEN INC.

By: 
Willard H. Dere, M.D.
Senior Vice President
Global Development and
Chief Medical Officer
Date: 2 March 2006

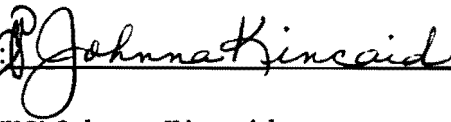
**THE UNIVERSITY OF TEXAS
M.D. ANDERSON CANCER CENTER**

By: _____
Name: _____
Title: _____
Date: _____


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

By: 
Jane A. Youngers, Asst. Vice President for
Research and Sponsored Programs
Date: 4-21-06

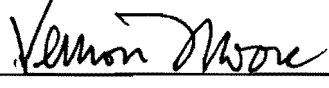
**THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON**

By: 
Name: Johnna Kincaid
Executive Director,
Title: Sponsored Projects Administration
Date: 4/10/06

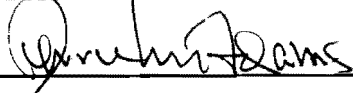
**THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON**

By: 
Name: Susan E. Ramsey
Title: Manager of Research Operations
Date: 4/12/06

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

By: 
Name: Vernon Moore
Title: CFO
Date: 4/17/06

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

By: 
Name: Perrie M. Adams, Ph.D.
Title: Associate Dean for Research
Date: 4/13/06



Amgen Inc.
One Amgen Center Drive
Thousand Oaks, California 91320
United States

February 22, 2010

The University of Texas Health Science Center at Houston
Attn: Jodi Ogden – Contracts Director
7000 Fannin Street
Suite 1006
Houston, Texas 77030
United States

The University of Texas Health Science Center at Tyler
Attn: Conna Sutton – Director, Pre-Award Services
11937 U.S. Highway 271
Tyler, Texas 75708
United States

The University of Texas Health Science Center at San Antonio
Attn: Jane A. Youngers – Assistant Vice President for Research
7703 Floyd Curl Drive
San Antonio, Texas 78229
United States

The University of Texas M.D. Anderson Cancer Center
Attn: Legal Services
1515 Holcombe Blvd., Suite 1550
Houston, Texas 77030
United States

The University of Texas Medical Branch at Galveston
Attn: Susan Ramsey – Manager of Research Operations
301 University Boulevard
4.40 Rebecca Sealy Hospital
Galveston, Texas 77555
United States

The University of Texas Southwestern Medical Center at Dallas
Attn: Suzanne M. Rivera, Vice President for Research Administration
5323 Harry Hines Boulevard
Dallas, Texas 75390
United States

RE: Amendment #2 to contract 20004750 (Master Clinical Study Agreement between Amgen and Several Member Institutions of The University of Texas System)

Dear Sir or Madam:

Please find attached Amendment #2 to contract 20004750 for execution. At your earliest convenience, please print the Amendment #2 along with any attachments thereto, have the appropriate representative(s) from your organization sign and date where indicated, and fax the signature page(s) to the clinical contracting team at (805) 375-9790. In addition, while retaining a copy for your records, please overnight a complete set of the executed documents to:

Amgen Inc.
One Amgen Center Drive
Thousand Oaks, CA 91320
United States

Attn: Clinical Contracting Group, MS 28-1-A

If you would like to discuss the attached documents further or have questions, please call us at (800) 566-8268 or send an e-mail to ClinicalContracts-US@amgen.com.

Amgen values our relationship, and thanks you for your continued interest in Amgen clinical trials.

Best regards,

AMGEN INC.

Adrian Otte

**AMENDMENT NO. 2 TO
MASTER CLINICAL STUDY AGREEMENT
CONTRACT NUMBER 20004750**

Amgen Inc., One Amgen Center Drive, Thousand Oaks, California, 91320 United States ("**Amgen**"); and each of The University of Texas Health Science Center at Houston; The University of Texas Health Science Center at Tyler, The University of Texas Health Science Center at San Antonio, The University of Texas M.D. Anderson Cancer Center, The University of Texas Medical Branch at Galveston, and The University of Texas Southwestern Medical Center at Dallas (each an "**Institution**"), each with an office and a place of business as set forth on Exhibit A attached hereto and each a member institution of The University of Texas System located at 201 West 7th Street, Austin, Texas 78701 (each referred to individually as an "**Institution**," or collectively as "**Institutions**") hereby enter into this amendment to contract 20004750 (this "**Amendment**") as of February 22, 2010 ("**Effective Date**").

WHEREAS, the parties have entered into a certain Master Clinical Study Agreement, identified by contract number 20004750 (as amended, the "**Agreement**"); and

WHEREAS, the parties now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, conditions and agreements contained herein, the parties agree as follows:

SECTION 1. Definitions; References. Unless otherwise specifically defined herein, each term used herein, which is defined in the Agreement or the Order, shall have the meaning assigned to such term in the Agreement or the Order.

SECTION 2. Amendment of Preamble to the Agreement. The Preamble of the Agreement is hereby amended and restated in its entirety to read as follows:

"This Master Clinical Trial Agreement ("**Agreement**"), effective as of the 27th day of December, 2000 ("**Effective Date**"), is entered into by and between Amgen Inc., a Delaware corporation with its principal office and place of business at One Amgen Center Drive, Thousand Oaks, California 91320 and its wholly owned subsidiaries and Affiliates ("**Amgen**") and each of the and each of The University of Texas Health Science Center at Houston; The University of Texas Health Science Center at Tyler, The University of Texas Health Science Center at San Antonio, The University of Texas M.D. Anderson Cancer Center, The University of Texas Medical Branch at Galveston, The University of Texas Southwestern Medical Center at Dallas (each an "**Institution**"), each with an office and a place of business as set forth on **Exhibit A** attached hereto and each a member institution of The University of Texas System located at 201 West 7th Street, Austin, Texas 78701 (each referred to individually as an "**Institution**," or collectively as "**Institutions**").

SECTION 3. Adding New Section 21 "Definition of Affiliates." New Section 21 is hereby added to the Agreement to read as follows:

"21. DEFINITION OF "AFFILIATES"

For purposes of this Agreement, the term "Affiliate" means any corporation or other business entity controlled by, controlling, or under common control with Amgen. For this purpose, "control" means (i) direct or indirect beneficial ownership of fifty percent (50%) or more of the voting control, or (ii) the power to direct or cause the direction of the management and policies of such corporation or other business entity."

SECTION 4. AAHRPP Compliance. New Section 22 is hereby added to the Agreement to read as follows:

"22. AAHRPP Compliance. Amgen will ensure that the Institution, engaged pursuant to an Order, is promptly informed of significant new adverse effects or risks with respect to a Study Drug pursuant to 21 C.F.R. § 312.50. In accordance with 21 C.F.R. § 312.55, Amgen will keep the Institution informed of new observations discovered by or reported to Amgen on a Study Drug, particularly with respect to adverse effects and safe use. Amgen acknowledges that, to the extent required by applicable law, the Institution may report such findings to the appropriate federal government authorities pursuant to applicable federal

law or regulation, and that the Institution will, subject to the terms and conditions of this Agreement and in accordance with its IRB policies, inform the Study Subjects of significant new findings developed during the course of the Study which may (1) relate to the Subject's willingness to continue to participate in the Study, or, (2) adversely affect the safety, well-being, or medical care of the Study Subjects, or (3) influence the conduct of the Study, or (3) alter IRBs approval to continue the Study in accordance with 21 C.F.R. § 50.25." Institution shall promptly notify the IRB of such notification. When participant safety or medical care could be directly affected by Study findings, Institution will notify the Subject in accordance with its IRB policies."

SECTION 5. Counterpart Executions; Facsimiles. This Amendment 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.

SECTION 6. Construction of Agreement. Except as amended and supplemented hereby, all of the terms of the applicable Order, if any, shall remain and continue in full force and effect and are hereby confirmed in all respects.

[The Remainder of This Page Intentionally Left Blank]

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

AMGEN INC.

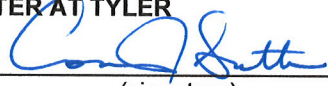


By: Adrian Otte
Title: Vice President, Global Development
Operations
Date: March 17, 2010

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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




(signature)
By: Connie J. Sutton
(print or type name)
Title: Director, Pre-Award Services
Date: 3/17/2010

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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



(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

AMGEN INC.



By: Adrian Otte
Title: Vice President, Global Development
Operations
Date: March 17, 2010

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____


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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____


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

 _____
(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

 _____
(signature)
By: Suzanne M. Rivera, Ph.D., M.S.W.
(print or type name)
Title: Vice President for Research
Administration
Date: 3/18/10

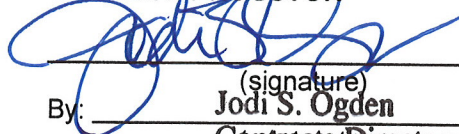
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment.

AMGEN INC.



By: Adrian Otte
Title: Vice President, Global Development
Operations
Date: March 17, 2010

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



(signature)
By: Jodi S. Ogden
Contracts Director
Title: Office of Sponsored Projects
Date: 3/22/10


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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

 _____
(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

AMGEN INC.



By: Adrian Otte
Title: Vice President, Global Development
Operations
Date: March 17, 2010


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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____


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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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


(signature)
By: Jane A. Youngers
(print or type name)
Title: Assistant Vice President for Research
Date: 3-17-10

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



(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

AMGEN INC.



By: Adrian Otte
Title: Vice President, Global Development
Operations
Date: March 17, 2010

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

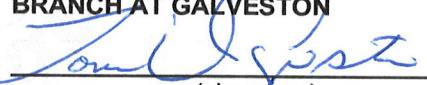
**THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT SAN ANTONIO**

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

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

~~_____
(signature)
By: _____
(print or type name)
Title: _____
Date: _____~~

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


(signature)
By: Toni D'Agostino
(print or type name)
Title: DIRECTOR
Date: 3/19/2010

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

(signature)
By: _____
(print or type name)
Title: _____
Date: _____

EXHIBIT A
LIST OF INSTITUTION ADDRESSES AND ADMINISTRATIVE PERSONNEL

The University of Texas M.D. Anderson Cancer Center
1515 Holcombe Boulevard, Suite 1150
Houston, Texas 77030
Attn: Legal Services
Fax: 713-745-6029

With a copy to:

The University of Texas M.D. Anderson Cancer Center
1100 Holcombe Boulevard, Suite HMB7.060
Houston, Texas 77030
Attn: David Hawkins, Manager – Research Contracts
Fax: 713-794-4535

The University of Texas Health Science Center at San Antonio
7703 Floyd Curl Drive, Mail Code 7828
San Antonio, Texas 78284-7862
Attn: Jane A. Youngers – Assistant Vice President for Research
Fax: 210-567-2344

The University of Texas Health Science Center at Houston
7000 Fannin Street, Suite 1006
Houston, Texas 77030
Attn: Jodi Ogden - Contracts Director
Fax: 713-500-0355

The University of Texas Medical Branch at Galveston
301 University Boulevard, 4.40 Rebecca Sealy Hospital
Galveston, Texas 77555-0156
Attn: Susan Ramsey – Manager of Research Operations
Fax: 409-266-9469

The University of Texas Health Science Center at Tyler
11937 U. S. Highway 271
Tyler, Texas 75708-3154
Attn: Conna Sutton – Director, Office of Pre-Award Services
Fax: 903-877-7558

The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Boulevard, B1.204
Dallas, Texas 75390-9016
Attn: Suzanne M. Rivera – Vice President for Research Administration
Fax: 214-648-2119