

**MASTER MUTUAL CONFIDENTIALITY AGREEMENT
BETWEEN
ASTRAZENECA AND THE HEALTH INSTITUTIONS OF
THE UNIVERSITY OF TEXAS SYSTEM
("Confidentiality Agreement")**

THIS Confidentiality Agreement is entered into and effective as of the date of the last signature ("Effective Date") and is between:

1. AstraZeneca Pharmaceuticals LP, a Delaware limited partnership with offices at 1800 Concord Pike, Wilmington, Delaware 19803, including their affiliates and their respective successors, transferees and permitted assigns, (hereinafter "**Sponsor**"), and
2. The following member institutions of The University of Texas System:

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
The University of Texas at Austin
The University of Texas Rio Grande Valley

Each of the above is a member institution (each an "**Institution**") of The University of Texas System ("**UT System**") which is located at 201 West 7th Street, Austin, Texas 78701 and each having an office and place of business as set forth on ANNEX 2 hereto. Each of Sponsor and Institution shall be referred to as "**Party**" or "**Parties**" throughout this Confidentiality Agreement.

BACKGROUND

During the term of this Confidentiality Agreement, the Parties and their respective Representatives (defined below) wish to disclose to each other certain Confidential Information (defined below) in relation to the Subject Matter (defined below) for the purpose of exploring and evaluating potential research & development activities and/or business relationship between the Parties and/or one or more of their respective Affiliates (the "**Purpose**"). Each Party wishes to ensure that the other Party maintains the confidentiality of its Confidential Information and, therefore, the Parties have agreed to comply with the following terms and conditions in connection with the disclosure and use of Confidential Information.

For purposes of this Confidentiality Agreement and as referenced in Section 5.2 herein, Institution acknowledges and agrees that Sponsor or any of its other Affiliates may perform any of Sponsor's obligations under this Confidentiality Agreement and will be entitled to all rights as provided under this Confidentiality Agreement. With respect to AstraZeneca, the term Affiliate shall also include, but not be limited to, any business entity that is controlled by or under common control with AstraZeneca PLC, including but not limited to **MedImmune LLC**.

Clinical Trials Xpress ("**CTXpress**") [www.clinicaltrialsxpress.org], a wholly-owned initiative of the UT System, is the central coordinating office and team established to promote efficient and streamlined study start-up processes of multi-institutional clinical trials. More specifically, the CTXpress network operating model accelerates study implementation by negotiating a single, common clinical trial study

budget; using pre-approved master clinical trial agreements; and by adopting the UT System IRB Reciprocity model or central IRBs for regulatory oversight. Sponsor may engage the services of the CTXpress central coordinating office when the applicable Study contemplated by this Confidentiality Agreement will be considered for participation by more than one Institution.

AGREED TERMS

1. DEFINITIONS

- 1.1 **"Acknowledgment"** shall have the meaning given in Clause 2.1 below.
- 1.2 **"Affiliate"** means any business entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a Party, with "control" meaning direct or indirect ownership of 50% or more of the voting interest in such other entity, and in the case of a partnership control of the general partner, or the power to direct the management of any such entity.
- 1.3 **"Confidential Information"** means all information and/or data disclosed or made available, directly or indirectly, in any form by the Disclosing Party to the Recipient, including but not limited to: (i) any information and/or data shared as part of those discussions concerning the Subject Matter and Purpose; (ii) any confidential or proprietary information, data or opinions communicated by either Party, including any information relating to the Disclosing Party's business practices, plans or relationships, or any of its products, devices, processes, operations, know-how or intellectual property; (iii) any information or analysis derived from the Confidential Information; (iv) any other information or material that the Disclosing Party indicates is confidential; and (v) any specific Subject Matter detailed in any Acknowledgement.
- 1.4 **"Disclosing Party"** means the Party and/or its Representative that is disclosing Confidential Information to the Recipient (defined below).
- 1.5 **"Purpose"** shall have the meaning given in the Background section of this Agreement.
- 1.6 **"Recipient"** means the Party and/or its Representative that is receiving Confidential Information from the Disclosing Party.
- 1.7 **"Representative"** means, with respect to a Party, such Party's Affiliates and its and their respective employees, officers (including directors), trustees, agents, professional advisors, authorized non-employee contractors and consultants (which in the case of the Company and its Affiliates shall include contract research organizations retained by the Company or its Affiliates for the delivery of research and development projects (including pre-clinical and clinical research)).
- 1.8 **"Subject Matter"** means (i) Parties' and/or their Affiliates research & development plans, programs and projects (including but not limited to those related to Company/Company Affiliate-sponsored and/or Institution-sponsored: exploratory studies, pre-clinical studies, clinical studies (Phase I-III) and post marketing (Phase IV) studies), technical, business and/or financial information, which may include the use of a Party's or its Affiliate's marketed products, licensed products, compounds and devices in development or co- development; and (ii) any specific Subject Matter detailed in any Acknowledgment.

2. THE CONFIDENTIAL INFORMATION

- 2.1 Prior to the disclosure of any Confidential Information, the Parties (and/or one or more of their respective Affiliates) shall confirm in writing by completing an acknowledgement form in a form similar to the form attached at ANNEX 1 of this Confidentiality Agreement that any forthcoming

discussions in which Confidential Information is likely to be shared shall be governed by this Confidentiality Agreement (“**Acknowledgement**”). In the absence of such written Acknowledgment, the default position shall be that this Confidentiality Agreement shall govern all discussions between the Parties and their Affiliates relating to the Subject Matter and Purpose and any Confidential Information disclosed as a result of such discussions where the confidential nature is apparent to a reasonable person familiar with clinical research.

- 2.2 In consideration of the Disclosing Party disclosing or making its Confidential Information available to the Recipient, the Recipient shall keep the Confidential Information confidential at all times and maintain it securely. The Recipient shall not without the Disclosing Party’s prior written consent: (i) use the Confidential Information in any way except for the Purpose; (ii) publish, make available or disclose any Confidential Information to any third party; (iii) copy the Disclosing Party’s Confidential Information except as strictly necessary for the Purpose.
- 2.3 The Recipient will notify the Disclosing Party immediately of any loss or compromise of the Confidential Information and shall cooperate with the Disclosing Party’s reasonable instructions in order to minimize the consequences of the same.
- 2.4 This Confidentiality Agreement will continue from the Effective Date until the longer of (a) ten (10) years from the Effective Date; or (b) such time as it is terminated by either Party on giving thirty (30) days written notice by one Party to the other. Termination of this Confidentiality Agreement shall not affect any accrued rights or remedies. Subject to clause 2.6 below, a Party’s obligations of confidentiality and restrictions on the use of the other Party’s Confidential Information shall survive for a period of five (5) years from the date of the Acknowledgement, or until the Parties enter into a separate agreement relating to the Purpose which addresses the use of the Confidential Information.
- 2.5 After completion of the Purpose, termination of this Confidentiality Agreement, or at the Disclosing Party’s request, the Recipient shall cease all use of the Confidential Information, and shall promptly (i) return at the Disclosing Party’s reasonable expense or, at the Disclosing Party’s option, destroy all Confidential Information and all documents and materials containing any Confidential Information; (ii) use reasonable endeavors to erase all Confidential Information, and references thereto, stored electronically in accordance with its electronic data backup destruction policy, and subject to the ongoing obligation to maintain the confidentiality of such Confidential Information or data; and (iii) if requested by the Disclosing Party confirm in writing to the Disclosing Party that it has complied with the requirements of this Clause
- 2.6 Notwithstanding the foregoing, Receiving Party may retain one (1) archival copy of such Confidential Information in a secure location, solely for the purposes of demonstrating its compliance with the terms of this Confidentiality Agreement, monitoring its ongoing obligations hereunder, and to comply with any applicable regulatory requirements, subject to Receiving Party’s ongoing obligation to maintain the confidentiality of such Confidential Information.

3 EXCEPTIONS AND PERMITTED DISCLOSURES

- 3.1 The confidentiality obligations set out in this Confidentiality Agreement shall not apply to information that is: (i) generally available to the public other than as a result of any breach of this Confidentiality Agreement by the Recipient; (ii) obtained from a third party who had the full right to disclose it; (iii) lawfully in the Recipient’s possession (with full rights to disclose) before its disclosure under this Confidentiality Agreement; or (iv) developed independently by or for the Recipient without reference to the Confidential Information.
- 3.2 The Recipient may disclose the Confidential Information to those of its Representatives who need to

know such Confidential Information for the Purpose, provided that it (i) informs those Representatives of the confidential nature of the Confidential Information before disclosure; (ii) ensures that all such Representatives maintain the confidentiality of all such Confidential Information in accordance with the provisions of this Confidentiality Agreement; and (iii) to the extent authorized by the laws and Constitution of the State of Texas remains liable for any unauthorized disclosure of Confidential Information by any of its Representatives as if it had made such disclosure itself.

- 3.3 The Recipient may disclose the Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided always that: (i) to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible; and (ii) it permits the Disclosing Party to take legally available steps to resist or narrow such requirement (at the Disclosing Party's reasonable expense), and in any event restricts the disclosure to only those parts of the Confidential Information lawfully required to be disclosed.

4 RIGHTS TO AND ACCURACY OF CONFIDENTIAL INFORMATION

- 4.1 All rights, title and interest in and to the Confidential Information (including all intellectual property rights) shall remain the exclusive property of the Disclosing Party or its licensors. No rights in respect of the Confidential Information are granted to the Recipient other than those set out in this Confidentiality Agreement.
- 4.2 The Disclosing Party does not give any representation or warranty concerning the Confidential Information, its accuracy or its completeness, and neither the Disclosing Party nor any of its Representatives accept any liability to the Recipient for the accuracy or completeness of any of the Confidential Information or for any opinions, errors, omissions or misstatements contained in the Confidential Information.

5 GENERAL

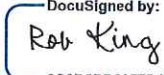
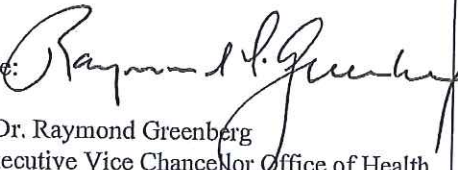
- 5.1 The Recipient acknowledges that damages alone may not be an adequate remedy for the breach of any of the terms of this Confidentiality Agreement, and that, without prejudice to any other rights and remedies it may have, Disclosing Party shall be entitled to seek equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Confidentiality Agreement.
- 5.2 The Institution acknowledges that the Sponsor is an Affiliate of all business entities whose ultimate parent is AstraZeneca PLC (AstraZeneca and its Affiliates being referred to as the "AZ Group"). The Institution further acknowledges that the research and development organization within the AZ Group operates through multiple business entities. In recognition of the foregoing and without prejudice to the provisions of any clause in this Confidentiality Agreement that explicitly includes the Sponsor, the Parties agree that any Affiliate in the AZ Group (including but not limited to MedImmune LLC) and any of its Representatives shall always have the right to perform any and all of the Sponsor's obligations and exercise any and all of Sponsor's rights under this Confidentiality Agreement.
- 5.3 This Confidentiality Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements or understandings with respect to the subject matter of this Confidentiality Agreement.
- 5.4 Any amendment or modification to this Confidentiality Agreement must be in writing and signed by authorized Representatives of each Party.
- 5.5 If any provision of this Confidentiality Agreement is held by any court or other competent authority to

be invalid or unenforceable in whole or in part, this Confidentiality Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.


- 5.6 This Confidentiality Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will together be deemed to constitute one agreement. The Parties agree that the execution of this Confidentiality Agreement by industry standard electronic signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Confidentiality Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Confidentiality Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

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AGREED by the Parties on the dates indicated below.

AstraZeneca LP Signature:  <small>DocuSigned by: 8C8D2BD6057B485...</small> Name: Rob King Title: Budget Manager Date: 27 February 2017	The University of Texas Health Science Center at Houston Signature: Name: Title: Date:
The University of Texas Health Science Center at San Antonio Signature: Name: Title: Date:	The University of Texas Health Science Center at Tyler Signature: Name: Title: Date:
The University of Texas Medical Branch at Galveston Signature: Name: Title: Date:	The University of Texas Southwestern Medical Center Signature: Name: Title: Date:
The University of Texas at Austin Signature: Name: Title: Date:	The University of Texas Rio Grande Valley Signature: Name: Title: Date:
The University of Texas System on Behalf of Clinical Trials Xpress (CTXpress) Signature:  Name: Dr. Raymond Greenberg Title: Executive Vice Chancellor Office of Health Affairs Date: 2-24-2017	


AGREED by the Parties on the dates indicated below.

AstraZeneca LP Signature: Name: Title: Date:	The University of Texas Health Science Center at Houston Signature:  Name: Christopher Denman Title: Director Contracts Date: 2/10/17
The University of Texas Health Science Center at San Antonio Signature: Name: Title: Date:	The University of Texas Health Science Center at Tyler Signature: Name: Title: Date:
The University of Texas Medical Branch at Galveston Signature: Name: Title: Date:	The University of Texas Southwestern Medical Center Signature: Name: Title: Date:
The University of Texas at Austin Signature: Name: Title: Date:	The University of Texas Rio Grande Valley Signature: Name: Title: Date:
The University of Texas System on Behalf of Clinical Trials Xpress (CTXpress) Signature: Name: Dr. Raymond Greenberg Title: Executive Vice Chancellor Office of Health Affairs Date:	


AGREED by the Parties on the dates indicated below.

AstraZeneca LP Signature: Name: Title: Date:	The University of Texas Health Science Center at Houston Signature: Name: Title: Date:
The University of Texas Health Science Center at San Antonio Signature: <i>Chris G. Green</i> Name: Chris G. Green, CPA Title: Director, Office of Sponsored Programs Date: 2-23-17	The University of Texas Health Science Center at Tyler Signature: Name: Title: Date:
The University of Texas Medical Branch at Galveston Signature: Name: Title: Date:	The University of Texas Southwestern Medical Center Signature: Name: Title: Date:
The University of Texas at Austin Signature: Name: Title: Date:	The University of Texas Rio Grande Valley Signature: Name: Title: Date:
The University of Texas System on Behalf of Clinical Trials Xpress (CTXpress) Signature: Name: Dr. Raymond Greenberg Title: Executive Vice Chancellor Office of Health Affairs Date:	


AGREED by the Parties on the dates indicated below.

AstraZeneca LP Signature: Name: Title: Date:	The University of Texas Health Science Center at Houston Signature: Name: Title: Date:
The University of Texas Health Science Center at San Antonio Signature: Name: Title: Date:	The University of Texas Health Science Center at Tyler Signature:  Name: David Anderson Title: Director, Sponsored Programs Date: 2/10/17
The University of Texas Medical Branch at Galveston Signature: Name: Title: Date:	The University of Texas Southwestern Medical Center Signature: Name: Title: Date:
The University of Texas at Austin Signature: Name: Title: Date:	The University of Texas Rio Grande Valley Signature: Name: Title: Date:
The University of Texas System on Behalf of Clinical Trials Xpress (CTXpress) Signature: Name: Dr. Raymond Greenberg Title: Executive Vice Chancellor Office of Health Affairs Date:	


AGREED by the Parties on the dates indicated below.

AstraZeneca LP Signature: Name: Title: Date:	The University of Texas Health Science Center at Houston Signature: Name: Title: Date:
The University of Texas Health Science Center at San Antonio Signature: Name: Title: Date:	The University of Texas Health Science Center at Tyler Signature: Name: Title: Date:
The University of Texas Medical Branch at Galveston Signature:  Name: Toni D'Agostino Title: Assoc VP, Research Admin Date: 02/10/2017	The University of Texas Southwestern Medical Center Signature: Name: Title: Date:
The University of Texas at Austin Signature: Name: Title: Date:	The University of Texas Rio Grande Valley Signature: Name: Title: Date:
The University of Texas System on Behalf of Clinical Trials Xpress (CTXpress) Signature: Name: Dr. Raymond Greenberg Title: Executive Vice Chancellor Office of Health Affairs Date:	


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The University of Texas Health Science Center at San Antonio Signature: Name: Title: Date:	The University of Texas Health Science Center at Tyler Signature: Name: Title: Date:
The University of Texas Medical Branch at Galveston Signature: Name: Title: Date:	The University of Texas Southwestern Medical Center Signature:  Name: Michael Serber Title: Vice President for Financial Affairs Date: 2/16/17
The University of Texas at Austin Signature: Name: Title: Date:	The University of Texas Rio Grande Valley Signature: Name: Title: Date:
The University of Texas System on Behalf of Clinical Trials Xpress (CTXpress) Signature: Name: Dr. Raymond Greenberg Title: Executive Vice Chancellor Office of Health Affairs Date:	

AGREED by the Parties on the dates indicated below.

AstraZeneca LP Signature: Name: Title: Date:	The University of Texas Health Science Center at Houston Signature: Name: Title: Date:
The University of Texas Health Science Center at San Antonio Signature: Name: Title: Date:	The University of Texas Health Science Center at Tyler Signature: Name: Title: Date:
The University of Texas Medical Branch at Galveston Signature: Name: Title: Date:	The University of Texas Southwestern Medical Center Signature: Name: Title: Date:
The University of Texas at Austin Signature:  Mr. David Hawkins, Associate Director Office of Sponsored Projects The University of Texas at Austin Title: Date: 2.10.2017	The University of Texas Rio Grande Valley Signature: Name: Title: Date:
The University of Texas System on Behalf of Clinical Trials Xpress (CTXpress) Signature: Name: Dr. Raymond Greenberg Title: Executive Vice Chancellor Office of Health Affairs Date:	

AGREED by the Parties on the dates indicated below.

AstraZeneca LP Signature: Name: Title: Date:	The University of Texas Health Science Center at Houston Signature: Name: Title: Date:
The University of Texas Health Science Center at San Antonio Signature: Name: Title: Date:	The University of Texas Health Science Center at Tyler Signature: Name: Title: Date:
The University of Texas Medical Branch at Galveston Signature: Name: Title: Date:	The University of Texas Southwestern Medical Center Signature: Name: Title: Date:
The University of Texas at Austin Signature: Name: Title: Date:	The University of Texas Rio Grande Valley Signature:  Name: Ms. Jacquelyn Michel Title: Assistant VP for Research Translation Date: 2/17/17
The University of Texas System on Behalf of Clinical Trials Xpress (CTXpress) Signature: Name: Dr. Raymond Greenberg Title: Executive Vice Chancellor Office of Health Affairs Date:	

ANNEX 1**Acknowledgement Form**

This Acknowledgement Form is made effective on the date on which the last of the Parties signs this Acknowledgement Form and is governed under the terms of the Master Mutual Confidentiality Agreement between AstraZeneca Pharmaceuticals LP ("**Sponsor**") and the member institutions of The University of Texas System named in the Preamble of the Master CDA, dated <<insert date of original Master CDA>> (the "**Master CDA**") and it shall be incorporated into the Master CDA. This Acknowledgement Form is by and between <<insert AstraZeneca company >> ("**Company**") and <<insert name of Institution here>>, a member Institution of UT System (the "**Institution**").

1. The Parties have agreed to disclose Confidential Information to each other in order to facilitate detailed discussions between the Parties in relation to the following:

[insert details of subject matter]

2. This Acknowledgment Forms an integral part of the Master CDA.
3. Both Parties agree that the Confidential Information in relation to the above shall come under the scope of, and shall be governed by, the Master CDA
4. <<Insert PI Name>> is an employee of Institution and shall serve as principal investigator ("**Principal Investigator**") for the study that is the subject of this Acknowledgement Form.

AGREED by the Parties on the dates indicated below.

SIGNED for and on behalf of
<< insert AstraZeneca company >>

SIGNED for and on behalf of
<< Insert name of Institution >>

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

As the Principal Investigator, I have read and understood the Master CDA and agree to abide its terms and conditions.

Signature

Name:

Title:

Date:

ANNEX 2

Administrative Contact Person and Address for Each Institution

<p>David Hawkins Associate Director Office of Sponsored Projects The University of Texas at Austin P.O. Box 7726 Austin, Texas 78713-7726 Phone: 512-471-6424 Fax: 512-471-6564 Tax ID: 74-600023 Email: dhawkins@austin.utexas.edu</p>	<p>Angela R. Charboneau Wishon, J.D. Vice President for Research Administration The University of Texas Southwestern Medical Center 5323 Harry Hines Blvd. Dallas, TX 75390-9105 Phone: 214-648-6449 Fax: 214-648-4474 Email: Angela.Wishon@UTSouthwestern.edu Tax ID: 75-6002868</p>
<p>Mr. Chris G. Green, CPA Director, Office of Sponsored Programs The University of Texas Health Science Center at San Antonio 7703 Floyd Curl Dr, Mail Code 7828 San Antonio, TX 78229-3900 Phone: 210-567-2340 Fax: 210-567-8107 Email: contracts@uthscsa.edu Tax ID: 74-1586031</p>	<p>Christopher Denman Director, Contracts The University of Texas Health Science Center at Houston P.O. Box 20036 Houston, TX 77225 Phone: 713-500-3999 Fax: 713-500-4939 Tax ID: 74-1761309 Overnight address is: 7000 Fannin Street, Suite 1006 Houston, TX 77030 Email: Christopher.Denman@uth.tmc.edu</p>
<p>David Anderson Director, Office of Sponsored Programs The University of Texas Health Science Center at Tyler 11937 U.S. Hwy. 271 Tyler, TX 75708-3154 Phone: 903-877-7486 Fax: 903-877-7486 Email: david.anderson@uthct.edu Tax ID: 75-6001354</p>	<p>Toni D'Agostino Associate VP for Research Office of Sponsored Projects The University of Texas Medical Branch at Galveston 301 University Boulevard 5.106 W Admin. Building Galveston, TX 77555-0133 Phone: 409-772-2138 Fax: 409-266-9469 Email: todayost@utmb.edu Tax ID: 74-6000949</p>
<p>Glorimar Colon Research Liaison Officer The University of Texas Rio Grande Valley Division of Research, Innovation and Economic Development 1201 West University Drive Edinburg, TX 78539 Phone: 956-665-3008 Email: Glorimar.colon@utrgv.edu</p>	<p>BethLynn Maxwell Chief Health Research Officer Office of Health Affairs The University of Texas System 201 West 7th Street Austin, TX 78701 Phone: 512-499-4518 Email: bmaxwell@utsystem.edu</p>

