## MASTER CLINICAL TRIAL AGREEMENT AMENDMENT No. 1

This Master Clinical Trial AGREEMENT Amendment No. 1 ("AMENDMENT 1") effective as of 14<sup>th</sup> day of April, 2017, is by and between UCB BIOSCIENCES, INC. with an address at 8010 Arco Corporate Drive, Suite 175, Raleigh, NC 27617 ("SPONSOR") and the member institutions of THE UNIVERSITY OF TEXAS SYSTEM, ("SYSTEM") having a place of business at 601 Colorado Street, Austin, TX 78701, as governed by its Board of Regents ("Board"): THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER, THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON, THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON, THE UNIVERSITY OF TEXAS AT AUSTIN, THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER, and THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY (hereinafter collectively or individually referred to as "INSTITUTION"), herinafter individually referred to as a "PARTY" and together the "PARTIES".

WHEREAS, on or about August 13, 2013, the PARTIES entered into a Master Clinical Trial Agreement ("AGREEMENT"); and

WHEREAS, SYSTEM has formed a new member institution called The University of Texas Rio Grande Valley ("UTRGV"), and the PARTIES wish to add UTRGV as a new PARTY to the AGREEMENT under the definition of INSTITUTION; and

WHEREAS, the PARTIES desire to amend and modify the AGREEMENT to allow a CRO to execute a Work Order on behalf of SPONSOR and as an additional PARTY solely for the purpose of certain WORK ORDERS at SPONSOR's sole discretion; and

WHEREAS, in such cases where CRO is authorized to execute such WORK ORDER on behalf of SPONSOR, CRO will appoint INSTITUTION to arrange and administer a STUDY; and

WHEREAS, the PARTIES desire to amend and modify the AGREEMENT to include two additional appendices, "APPENDIX IB – CRO Work Order Form" and "APPENDIX IIB – CRO Work Order Amendment Form", which shall be used when CRO will be an additional party to such WORK ORDER; and

WHEREAS, the PARTIES desire to further amend and modify the AGREEMENT as set forth below in order that the AGREEMENT, as amended and modified, is acceptable to all PARTIES for execution.

THEREFORE, in consideration of the premises and of the mutual covenants herein, the PARTIES agree that:

UCB MCTA NA/SA Amendment 1 THE UNIVERSITY OF TEXAS SYSTEM

- 1. The Preamble is amended to include THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY in the definition of INSTITUTION and Party to this AGREEMENT.
- 2. The Signature Page is amended to include a signature box for THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY as an INSTITUTION and Party to this AGREEMENT.
- 3. Under "Definitions and Interpretation", the following shall be inserted after the last sentence of the definition of Affiliate:

"For sake of clarity, the following entities are AFFILIATEs of SPONSOR: UCB BIOPHARMA SPRL."

- 4. Under "Definitions and Interpretation", the definition of "CRO" shall be deleted in its entirety and replaced with the following:
  - a. CRO shall mean the Clinical Research Organization assigned by SPONSOR for a STUDY as specified in the respective WORK ORDER (as defined below) and which acts as an independent contractor, but not as a party to this AGREEMENT or any WORK ORDER hereunder, to carry out on behalf of SPONSOR certain aspects of SPONSOR's responsibilities hereunder, which may include, but are not limited to, contract execution, payment, monitoring and/or other STUDY activities.
  - b. When SPONSOR requests CRO to perform certain aspects of SPONSOR's responsibilities hereunder as a PARTY to this AGREEMENT and the CRO WORK ORDER, then the following definition of CRO shall be used:
    - "CRO PARTY shall mean the Clinical Research Organization assigned by SPONSOR to negotiate on its behalf as a PARTY to this AGREEMENT a STUDY as specified in the respective CRO WORK ORDER and which acts as an independent contractor, to carry out on behalf of SPONSOR certain aspects of SPONSOR's responsibilities hereunder, which may include, but are not limited to, contract execution, payment, monitoring and/or other STUDY activities. To the extent that CRO PARTY negotiates on behalf of SPONSOR as a PARTY to this AGREEMENT, SPONSOR shall require the CRO PARTY to use this AGREEMENT and its CRO WORK ORDER FORM."
- 5. Under "Definitions and Interpretation", the definition of "WORK ORDER" shall be deleted in its entirety and replaced with the following:
  - "WORK ORDER(S) shall mean the specific details of each STUDY under this AGREEMENT, which have been separately negotiated and agreed upon between the PARTIES hereto and confirmed in

writing using the applicable form attached in APPENDIX I hereto and any Amendments to Work Orders using the applicable form attached in APPENDIX II hereto."

- 6. The following shall be added as a new Subsection 2.3 (f) of the AGREEMENT:

  "Clinical Trials Xpress ("CTX") [www.clinicaltrialsxpress.org], a wholly-owned initiative of the 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 CTX 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 SYSTEM IRB reciprocity model or central IRBs for regulatory oversight. SPONSOR may engage the services of the CTX central coordinating office when the applicable STUDY contemplated by this AGREEMENT will be considered for participation by more than one INSTITUTION."
- 7. The following shall be added as a new Section 13.7 after Section 13.6:

  "As it relates to SPONSOR's reporting obligations, SPONSOR agrees to notify the INSTITUTION and the INVESTIGATOR during the STUDY of any material safety information that could affect the safety of participants or their willingness to continue participation, influence the conduct of the Study or alter the approval of the IRB. If a serious safety issue is identified after the Study site is closed, and is one that is likely to affect the well-being of Study subjects who participated in the study, in SPONSOR'S sole discretion, SPONSOR has procedures and processes in place to ensure appropriate follow-up action, including notification of INVESTIGATORS. In each case the INVESTIGATOR shall notify the IRB and the IRB will develop a plan of communication for ENROLLED SUBJECTS to be notified as applicable. SPONSOR will be provided with copies of all communications prior to their dissemination. Notwithstanding anything to the contrary in this AGREEMENT, INSTITUTION and Principal Investigator are free to communicate such information to each STUDY subject and the IRB."
- 8. The heading of APPENDIX I shall be replaced to read as "APPENDIX IA WORK ORDER FORM" and the heading of APPENDIX II shall be replaced to read as "APPENDIX IIA WORK ORDER AMENDMENT FORM" and attached hereto.
- 9. A new appendix, "APPENDIX IB CRO WORK ORDER FORM", shall be included in the AGREEMENT and is attached hereto.

- 10. A new appendix, APPENDIX IIB CRO WORK ORDER AMENDMENT FORM", shall be included in the AGREEMENT and is attached hereto.
- 11. All other terms of the AGREEMENT remain in full force and effect.
- 12. This AMENDMENT No. 1 shall not be considered accepted, approved, or otherwise effective until signed below by the appropriate PARTIES. Each of the PARTIES hereto represents and warrants that the person signing below on such PARTY'S behalf has the authority to enter into this AMENDMENT 1, and that this AMENDMENT 1 does not conflict with any existing agreement or obligation of such PARTY.

Rest of page intentionally left blank.

<b>UCB BIOSCIE</b>	NCES, INC.	UCB BIOSCIE	NCES, INC.
Ву:	43	Ву:	Derry Bish
Name:	Constance Hopkins	Name:	Jeremy Zickus
Title:	AD, Site Contracts Management	Title:	Sr. Manager, O & C Management
Date: The University Center at Tyler	of Texas Health Science	Date: The University Center at Hou	14- Apr - 2017 y of Texas Health Science ston:
Ву:	a	Ву:	
Name:	g	Name:	-
Title:		Title:	
Date: The University Medical Center	of Texas Southwestern	Date: The University Center at San	of Texas Health Science Antonio:
Ву:		Ву:	
Name:		Name:	
Title:		Title:	The state of the s
Date: The University By:	of Texas At Austin:	Date: The University Galveston:	of Texas Medical Branch at
Name:		D. a	
Title:		By: _	
Date:		Name: _	
Date		Title: _	- (3.73H
The University o	f Texas Rio Grande Valley:	Date: _	1
Ву:			
Name: _			
Title:			
Date:	·		

UCB BIOSCI	ENCES, INC.	UCB BIOSCIE	ENCES, INC.
Ву:	- SU	Ву:	Dever Sich
Name:	Constance Hopkins	Name:	Jeremy Zickus
Title:	AD, Site Contracts Management	Title:	Sr. Manager, O & C Management
Date: The Universi Center at Tyl	ty of Texas Mealth Science er:	Date: The Universit Center at Hou	y of Texas Health Science uston:
Ву:	- Alle sam	Ву:	
Name:	David Anderson	Name:	Service of the servic
Title:	Director, Sponsored Programs	Title:	Approximate a province of the second
Date: The Universit Medical Cent	4/20//2 ty of Texas Southwestern er:	Date: The Universit Center at San	y of Texas Health Science Antonio:
Ву:	(	Ву:	
Name:		Name:	
Title:		Title:	
Date: <b>The Universit</b> By:	y of Texas At Austin:	Date: The University Galveston:	of Texas Medical Branch at
Name:	4	Ву:	
Title:		Name:	
Date:	2	Title:	
The University	of Texas Rio Grande Valley:	Date:	
Ву:	5		
Name:			
Title:			
Date:			

UCB BIOSCIENCES, INC.		UCB BIOSCIENCES, INC.	
Ву:	A S	Ву:	Denny Sich
Name:	Constance Hopkins	Name:	Jeremy Zickus
Title:	AD, Site Contracts Management	Title:	Sr. Manager, O & C Management
Date: The University Center at Tyle	y of Texas Health Science	Date: The Universit Center at Hou	y of Texas Health Science
Ву:		Ву:	Shidh to
Name:	T.	Name:	Christopher Denman
Title:		Title:	Director, Contracts
Date: The University Medical Cente	y of Texas Southwestern r:	Date: The University Center at San	4/18/17 y of Texas Health Science Antonio:
Ву:		Ву:	
Name:		Name:	
Title:		Title:	
Date: The University By:	of Texas At Austin:	Date: The University Galveston:	of Texas Medical Branch at
Name:		Ву:	
Title:		Name:	*
Date:		Title:	
The University	of Texas Rio Grande Valley:	Date:	
Ву:	·		
Name:			
Title:			
Date:			

UCB BIOSCII	ENCES, INC.	UCB BIOSCIE	ENCES, INC.
Ву:	A)S	Ву:	Deray Bish
Name:	Constance Hopkins	Name:	Jeremy Zickus
Title:	AD, Site Contracts Management	Title:	Sr. Manager, O & C Management
Date: The Universit Center at Tyle	ty of Texas Health Science	Date: The Universit Center at Hou	14- Apr 2017 y of Texas Health Science iston:
Ву:	·	Ву:	
Name:		Name:	
Title:		Title:	
Date: The Universit Medical Cente	y of Texas Southwestern er:  Docusigned by:  At the first text text text text text text text te	Date: The University Center at San	y of Texas Health Science Antonio:
Ву:	Midiall Serber	Ву:	
Name:	Michael Serber	Name:	
Title:	Vice President for Financial Affairs	Title:	
Date:	4/21/2017   9:43 AM CDT	Date:	
By:	y of Texas At Austin:	The University Galveston:	of Texas Medical Branch at
Name:		Ву:	
Title:	A CONTRACTOR OF THE CONTRACTOR	Name:	
Date:	1	Title:	
The University	of Texas Rio Grande Valley:	Date:	6
Ву:			
Name:	*		
Title:			a
Date			

UCB BIOSCIENCES, INC.		UCB BIOSCIENCES, INC.	
Ву:	Dis	Ву:	Deray Sich
Name:	Constance Hopkins	Name:	Jeremy Zickus
Title:	AD, Site Contracts Management	Title:	Sr. Manager, O & C Management
Date: The Universit Center at Tyle	ty of Texas Health Science	Date: The Universit Center at Hou	14 - Apr - 2017 ty of Texas Health Science uston:
Ву:		By:	
Name:		Name:	· · · · · · · · · · · · · · · · · · ·
Title:	1 <del></del>	Title:	
Date: The Universit Medical Cent	ry of Texas Southwestern er:	Date: The Universit Center at San	y of Texas Health Science Antonio:
Ву:		By:	Acher chould
Name:		Name:	Rachel E. Schofield
Title:		Title:	Manager, Contracts & Agreements
Date: The Universit By:	y of Texas At Austin:	Date: The University Galveston:	y of Texas Medical Branch at
Name:		Ву:	
Title:		Name:	
Date:		Title:	
The University	of Texas Rio Grande Valley:	Date:	
Ву:			
Name:		e.	
Title:			
Date:			

UCB BIOSCIENCES, INC.	UCB BIOSCIENCES, INC.
Ву:	By: Denny Sich
Name: Constance Hopkins	Name: Jeremy Zickus
Title: AD, Site Contracts Management	Title: Sr. Manager, O & C Management
Date: The University of Texas Health Science Center at Tyler:	Date: 14-Apr - 2017 The University of Texas Health Science Center at Houston:
Ву:	Ву:
Name:	Name:
Title:	Title:
Date: The University of Texas Southwestern Medical Center:	Date: The University of Texas Health Science Center at San Antonio:
Ву:	Ву:
Name:	Name:
Title:	Title:
Date: The University of Texas At Austin: By:	Date: The University of Texas Medical Branch at Galveston:
Name: Mr David Hawkins, Associate Dir	eçtor
Office of Sponsored Projects Title: The University of Texas at Austin	Name:
Date: 4.20.2017	Title:
The University of Texas Rio Grande Valley:	Date:
Ву:	
Name:	
Title:	
Date:	

UCB BIOSCIENCES, INC.	UCB BIOSCIENCES, INC.	
Ву:	By: Denny Sich	
Name: Constance Hopkins	Name: Jeremy Zickus	
Title: AD, Site Contracts Manager	ment Title: Sr. Manager, O & C Manageme	
Date: The University of Texas Health Science Center at Tyler:	Date: 14- Aprc - 2017- The University of Texas Health Science Center at Houston:	
Ву:	By:	
Name:	Name:	
Title:	Title:	
Date: The University of Texas Southwestern Medical Center:	Date: The University of Texas Health Science Center at San Antonio:	
Ву:	By:	
Name:	Name:	
Title:	Title:	
Date: The University of Texas At Austin: By:	Date: The University of Texas Medical Branch at Galveston:	
Name:	By:	
Title:	_ Name: Lori Simon	
Date:	Director, Office of Clinical Research Title:	
The University of Texas Rio Grande Valley:	Date: <u>24 Apr 2017</u>	
Ву:	-	
Name:	_	
Title:	_	
Date:	_	

UCB BIOSCIENCES, INC.	UCB BIOSCIENCES, INC.	
By:	By: Dany Side	
Name: Constance Hopkins	Name: Jeremy Zickus	
Title: AD, Site Contracts Management	Title: Sr. Manager, O & C Managemer	
Date: 14 A N 1 CO T The University of Texas Health Science Center at Tyler:	Date: 14-Apr - 2017 The University of Texas Health Science Center at Houston:	
By:	Ву:	
Name:	Name:	
Title:	Title:	
Date: The University of Texas Southwestern Medical Center:	Date: The University of Texas Health Science Center at San Antonio:	
Ву:	Ву:	
Name:	Name:	
Title:	Title:	
Date: The University of Texas At Austin: By:	Date: The University of Texas Medical Branch at Galveston:	
Name:	Ву:	
Title:	Name:	
Date:	Title:	
The University of Texas Rio Grande Valley:  By:  Jacquelyn Michel	Date:	
Title: AVP for Research Translation		
Date: april 24, 2017		

## APPENDIX IA -Work Order Form

# UCB Biosciences, Inc.

# [Insert name of INSTITUTION]

UCB	B STUDY PRODUCT or DEVICE	AND STUDY/PROTOCOL No
	s Work Order ("WORK ORDER") is between U0 ermine then INSERT Participating University at	CB BIOSCIENCES, INC. ("SPONSOR") and [CRO to the time of contract:
-THE	E UNIVERSITY OF TEXAS HEALTH SCIENC	CE CENTER AT TYLER,
-THE	E UNIVERSITY OF TEXAS HEALTH SCIENC	CE CENTER AT HOUSTON,
-THE	E UNIVERSITY OF TEXAS HEALTH SCIENC	CE CENTER AT SAN ANTONIO,
-THE	E UNIVERSITY OF TEXAS MEDICAL BRAN	CH AT GALVESTON,
-THE	E UNIVERSITY OF TEXAS AT AUSTIN,	
-THE	E UNIVERSITY OF TEXAS SOUTHWESTER	N MEDICAL CENTER,
-THE	E UNIVERSITY OF TEXAS RIO GRANDE VA	ALLEY
•	STITUTION") and relates to the Master Clinical ust 13, 2013 and its amendments (the " AGREE	Trial AGREEMENT between UCB and INSTITUTION dated EMENT").
		agreed to perform STUDY or STUDIES in accordance with into from time to time describing such STUDY or STUDIES.
and the in the except	the PROTOCOL (as defined below) are deem e event of any internal conflict between the A	ion 1 of the AGREEMENT. The terms of the AGREEMENT led incorporated herein as if fully restated, and shall prevain GREEMENT or the PROTOCOL and this WORK ORDER lerms used herein shall have the meaning specified in the
SPON	NSOR AND INSTITUTION HEREBY AGREE	AS FOLLOWS:
1.		ER" under the AGREEMENT and this WORK ORDER and ect to the terms and provisions of the AGREEMENT.
2.		arrange and administer a Phase,,
3.	[Insert name of principal investigator] ("INV	ESTIGATOR") shall, on INSTITUTION's behalf, serve as

UCB MCTA NA/SA Amendment 1 THE UNIVERSITY OF TEXAS SYSTEM

INVESTIGATOR for the STUDY and is employed by INSTITUTION.

4.		VESTIGATOR have reviewed sufficient information regarding the STUDY TOCOL to evaluate their interest in participating in the STUDY.
5.	protocol entitled, ", and its amendment the INVESTIGATOR and	ne INVESTIGATOR shall perform the STUDY in strict accordance with the" STUDY, dated day of ents (the "PROTOCOL"). The PROTOCOL has previously been provided to fully details the clinical research activities and responsibilities to be liligence by the INSTITUTION and/or the INVESTIGATOR.
6.	out of the INSTITUTION a	commence on the last date of signature hereof and shall continue until close and completion of all obligations herein, including receipt by SPONSOR of data and any corresponding queries in a form acceptable to SPONSOR, in accordance with Article 10 of the AGREEMENT.
7.	as a party to this AGREEN aspects of SPONSOR's re	("CRO") to act as an independent contractor, but not MENT and this WORK ORDER, to carry out on behalf of SPONSOR certain esponsibilities hereunder, which may include, but are not limited to, contract oring and/or other STUDY activities. CRO has been provided with a copy of rees to abide by its terms.
8.	of receipt or three (3) bus following address:  if to INSTITUTION:	WORK ORDER shall be in writing. They shall be deemed given the soone iness days after having been posted. They shall be addressed to the ATOR:  UCB [insert entity and address and UCB STUDY CPM name here]
	Copy to:	UCB Biosciences, Inc. 8010 Arco Corporate Drive, Suite 100 Raleigh, NC 27617 Attention: Constance Hopkins
9.	PAYMENT SCHEDULE AN	Associate Director, Head of Site Contracts Management  D BUDGET

## A. PAYMENT TERMS

CRO on behalf of SPONSOR will reimburse INSTITUTION in United States Dollars (USD) quarterly. Reimbursements will be calculated on a completed visit per ENROLLED SUBJECT basis in accordance with the attached Budget, unless otherwise noted in the per subject budget. Ninety percent (90%) of each payment due, including Screening Failure Visits and Unscheduled Visits (see Articles below), will be made based upon prior quarterly enrollment data confirmed by ENROLLED SUBJECT Case Report Forms (CRFs) received from the INSTITUTION supporting ENROLLED SUBJECT visitation. The balance of monies earned, up to ten UCB MCTA NA/SA Amendment 1 THE UNIVERSITY OF TEXAS SYSTEM

percent (10%), will be pro-rated upon verification of actual ENROLLED SUBJECT visits, and will be paid by CRO on behalf of SPONSOR to the INSTITUTION upon final acceptance by CRO of the CRF pages, all data clarifications issued, the receipt and approval of any outstanding regulatory documents as required by SPONSOR, the return of all unused supplies to SPONSOR, and upon satisfaction of all other applicable conditions set forth in this WORK ORDER. If any money already paid to INSTITUTION by CRO exceeds the final payment amount, the difference shall be returned promptly by INSTITUTION to CRO, within thirty (30) days of receipt of invoice.

CRFs will qualify for payment based on ENROLLED SUBJECT status as follows:

- Visits completed per PROTOCOL, fully payable;
- Discontinued due to SERIOUS ADVERSE EVENTS, prorated for the number of completed visits;
- Other discontinuation or ENROLLED SUBJECT lost to follow up; prorated for the number of completed visits.

CRFs will not qualify for payment as follows:

Major, disqualifying PROTOCOL violation.

## B. SCREENING FAILURE PAYMENTS: [WILL BE DELETED IF NOT APPLICABLE]

Screen failures for the STUDY are defined as STUDY subjects that are screened but could not be randomized as defined in the PROTOCOL. The INSTITUTION will be compensated for [CRO to insert protocol specific screen failure reimbursement — subject to UCB STUDY CPM and O&C Representative approval] of randomized subjects whichever is higher. This only applies to assessments associated with screening (once the subject's consent has been obtained) as opposed to pre-screening (e.g. reviewing medical charts, clinic records etc). INSTITUTION will be reimbursed at a flat rate of [CRO to insert the amount of V1 here — subject to UCB STUDY CPM and O&C Representative approval] for each eligible screen or baseline failure. INSTITUTION agrees to use reasonable efforts to select appropriate STUDY subjects.

To be eligible for reimbursement of such screening visit, INSTITUTION must: (i) submit to CRO completed screening failure CRF pages and any additional information, which may be requested by CRO to appropriately document the patient screening procedures, (ii) employ reasonable screening procedures and processes to ensure that only appropriate subjects are entered into the screening process, and (iii) have proper documentation available for verification, if requested. SPONSOR has the right to reduce or cease the screening failure payments, in its sole discretion, upon its review of the documentation relating to the subjects entered into screening and the screening procedures performed. Furthermore, such payments will be subject to SPONSOR approval and the other terms and conditions, if any, set forth herein.

### C. UNSCHEDULED VISITS:

CRO on behalf of SPONSOR will pay INSTITUTION for unscheduled visits according to the procedures required by the PROTOCOL and performed at said visit as documented by completed and entered CRF modules and any additional information that SPONSOR may request to appropriately document the procedures performed. Once the completed CRF and any additional information which may be requested by SPONSOR to appropriately document the procedures performed for the unscheduled visit have been received and accepted by SPONSOR, payment for the unscheduled visit will be included in the scheduled quarterly payment.

#### D. IRB PAYMENTS:

IRB costs will be reimbursed on a pass-through basis and are not included in the attached budget. Any subsequent re-submissions or renewals, upon approval by SPONSOR, will be reimbursed upon receipt of appropriate documentation. Payment of non-refundable IRB fees shall be made upon receipt of invoice.

#### E. ORIGINAL INVOICES FOR PAYMENTS:

Original invoices pertaining to the STUDY shall include the STUDY number [insert UCB STUDY Number] and should be submitted to CRO for reimbursement as follows:

UCB BIOSCIENCES, INC.

c/o [CRO]

[CRO to insert appropriate entity and address]

#### F. INSTITUTION'S PAYMENT ADDRESS:

### G. OTHER PAYMENTS:

NO OTHER ADDITIONAL FUNDING REQUESTS WILL BE CONSIDERED WITHOUT THE PRIOR WRITTEN CONSENT OF CRO and /or SPONSOR.

## H. PER SUBJECT BUDGET

No payments will be made to INSTITUTION for any milestone that is not achieved pursuant to the PROTOCOL as defined in the STUDY budget.

[CRO to insert the excel Budget – on next page]

IN WITNESS WHEREOF, the PARTIES have caused this WORK ORDER to be executed by their duly authorized representatives.

Done in three copies, each PARTY having received its copy

UCB BIOSCIENCES, INC.:	UCB BIOSCIENCES, INC.:
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
[INSERT Participating University at the time of	of contract:
-THE UNIVERSITY OF TEXAS HEALTH S	CIENCE CENTER AT TYLER,
-THE UNIVERSITY OF TEXAS HEALTH SO	CIENCE CENTER AT HOUSTON,
-THE UNIVERSITY OF TEXAS HEALTH SO	CIENCE CENTER AT SAN ANTONIO,
-THE UNIVERSITY OF TEXAS MEDICAL E	BRANCH AT GALVESTON,
-THE UNIVERSITY OF TEXAS AT AUSTIN	
-THE UNIVERSITY OF TEXAS SOUTHWES	STERN MEDICAL CENTER,
-THE UNIVERSITY OF TEXAS RIO GRAND	E VALLEY
By:	
Name:	
Title:	
Date:	
INVESTIGATOR:	
	and conditions of the AGREEMENT and this WORK ORDER
	GREEMENT and this WORK ORDER as though I were a
party hereto.	
By:	
Name:	
Date:	

UCB MCTA NA/SA Amendment 1 THE UNIVERSITY OF TEXAS SYSTEM

### **APPENDIX IIA**

## WORK ORDER AMENDMENT FORM

AMENDMENT No	
STUDY/PROTOCOL No.	Si.

This amendment #X ("Amendment") effective as of the final signature date is between UCB BIOSCIENCES, INC. with an address at 8010 Arco Corporate Drive, Suite 100, Raleigh, NC 27617 ("SPONSOR"), and INSERT Participating University at the time of contract:

-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER,

-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON,

-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO,

-THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON,

-THE UNIVERSITY OF TEXAS AT AUSTIN,

-THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER,

## -THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

with an address at \_\_\_\_\_\_("INSTITUTION") and relates to WORK ORDER with the Effective Date of XX ("WORK ORDER") under the supervisions of [Insert INVESTIGATOR's name here] ("INVESTIGATOR") between SPONSOR and INSTITUTION, hereinafter individually referred to as a "PARTY" or together referred to as the "PARTIES".

WHEREAS, the PARTIES desire to amend and modify the WORK ORDER as set forth below in order that the WORK ORDER, as amended and modified, is acceptable to all PARTIES for execution;

THEREFORE, in consideration of the premises and of the mutual covenants herein, the PARTIES agree that the WORK ORDER shall be and is hereby amended and modified as follows:

- 1. Overview of the changes associated with this Amendment:
  - 1.1 List of WORK ORDER changes:
- 2. If the terms of the WORK ORDER in any way conflict with or are otherwise inconsistent with the terms of this Amendment, this Amendment shall govern and control unless specifically stated otherwise.
- 3. All other terms of the WORK ORDER remain in full force and effect.

ACCEPTED AND AGREED TO: UCB BIOSCIENCES, INC.: UCB BIOSCIENCES, INC.: By: By: \_\_\_\_\_ Name: \_\_\_\_\_ Name: \_\_\_\_\_ Title: Title: Date: Date: [INSERT Participating University at the time of contract: -THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER. -THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON, -THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, -THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON, -THE UNIVERSITY OF TEXAS AT AUSTIN. -THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER, -THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY By: Name: \_\_\_\_\_ Title: Date: READ AND UNDERSTOOD **INVESTIGATOR:** By: Name: \_\_\_\_\_ Date:

first written below.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Amendment as of the last day and year

## APPENDIX IB - CRO-PARTY WORK ORDER FORM

## [Insert name of INSTITUTION]

UCB STUDY PRODUCT or DEVICEAND STUDY/PROTOCOL No			
This Work Order ("WORK ORDER") is between <b>UCB BIOPHARMA SPRL</b> , a corporation incorporated under the laws of Belgium having its registered offices at Allée de la Recherche 60, B-1070 Brussels, Belgium ("SPONSOR"), <b>[CRO Company name]</b> having a place of business at [Insert Address] (hereinafter "CRO") and <b>[CRO to determine then INSERT Participating University at the time of contract:</b>			
-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER,			
-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON,			
-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO,			
-THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON,			
-THE UNIVERSITY OF TEXAS AT AUSTIN,			
-THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER,			
-THE UNIVERSITY OF TEXAS RIO GRANDE VALLY			
THE ONVERGENT OF TEXAS AND STATES.			
having a place of business at("INSTITUTION"), and relates to the Master Clinical Trial AGREEMENT between UCB BIOSCIENCES, INC. and INSTITUTION dated August 13, 2013 and its amendments (the "AGREEMENT").			
having a place of business at("INSTITUTION"), and relates to the Master Clinical Trial AGREEMENT between UCB BIOSCIENCES, INC. and INSTITUTION dated August 13, 2013 and its			
having a place of business at("INSTITUTION"), and relates to the Master Clinical Trial AGREEMENT between UCB BIOSCIENCES, INC. and INSTITUTION dated August 13, 2013 and its amendments (the "AGREEMENT").  SPONSOR is the global sponsor of a Phase,study of efficacy and safety of (the "STUDY PRODUCT") in subjects with (the "STUDY") and will for the purpose of this WORK			
having a place of business at("INSTITUTION"), and relates to the Master Clinical Trial AGREEMENT between UCB BIOSCIENCES, INC. and INSTITUTION dated August 13, 2013 and its amendments (the " AGREEMENT").  SPONSOR is the global sponsor of a Phase,study of efficacy and safety of			
having a place of business at("INSTITUTION"), and relates to the Master Clinical Trial AGREEMENT between UCB BIOSCIENCES, INC. and INSTITUTION dated August 13, 2013 and its amendments (the "AGREEMENT").  SPONSOR is the global sponsor of a Phase,study of efficacy and safety of (the "STUDY PRODUCT") in subjects with (the "STUDY") and will for the purpose of this WORK			
having a place of business at("INSTITUTION"), and relates to the Master Clinical Trial AGREEMENT between UCB BIOSCIENCES, INC. and INSTITUTION dated August 13, 2013 and its amendments (the "AGREEMENT").  SPONSOR is the global sponsor of a Phase,study of efficacy and safety of (the "STUDY PRODUCT") in subjects with (the "STUDY") and will for the purpose of this WORK ORDER replace UCB Biosciences Inc., as PARTY to the AGREEMENT.			
having a place of business at("INSTITUTION"), and relates to the Master Clinical Trial AGREEMENT between UCB BIOSCIENCES, INC. and INSTITUTION dated August 13, 2013 and its amendments (the "AGREEMENT").  SPONSOR is the global sponsor of a Phase,study of efficacy and safety of(the "STUDY PRODUCT") in subjects with (the "STUDY") and will for the purpose of this WORK ORDER replace UCB Biosciences Inc., as PARTY to the AGREEMENT.  Pursuant to the AGREEMENT, INSTITUTION has agreed to perform the STUDY set forth in this WORK ORDER.  This WORK ORDER is executed pursuant to <u>Section 1</u> of the AGREEMENT. The terms of the AGREEMENT and the PROTOCOL (as defined below) are deemed incorporated herein as if fully restated, and shall prevail in the event of any internal conflict between the AGREEMENT or the PROTOCOL and this WORK ORDER,			

CRO is a Clinical Research Organization which has been retained by SPONSOR under separate written agreement to act as SPONSOR's contractor and designee in managing the STUDY (as defined herein) for SPONSOR, including without limitation the procurement of services related to this STUDY ("CRO SERVICES").

On behalf of SPONSOR, CRO wishes to appoint INSTITUTION to arrange and administer the STUDY.

UCB MCTA NA/SA Amendment 1 THE UNIVERSITY OF TEXAS SYSTEM

INSTITUTION desires to participate in the STUDY, to provide the services to CRO agreed hereunder, and to administer the STUDY as described in this WORK ORDER.

## CRO, SPONSOR AND INSTITUTION HEREBY AGREE AS FOLLOWS:

- SPONSOR and INSTITUTION acknowledge and agree that CRO shall be a party to the AGREEMENT, but solely for the purpose and the duration of this WORK ORDER. CRO acknowledges and agrees to become a party to the AGREEMENT solely for the purpose and the duration of this WORK ORDER.
- 2. This document constitutes a "WORK ORDER" under the AGREEMENT, and the services contemplated herein are subject to the terms and provisions of the AGREEMENT.
- 3. Solely for the purposes of this WORK ORDER and except for Articles (Publication and Release of Information), (Intellectual Property), (Product Liability) and (Indemnification) of the AGREEMENT, any references to "SPONSOR" or "PARTIES" in the AGREEMENT shall include CRO.
- 4. CRO appoints INSTITUTION to arrange and administer the STUDY, and INSTITUTION agrees to perform the STUDY in accordance with this WORK ORDER and subject to the terms and provisions of the AGREEMENT.
- 5. [Insert name of principal investigator] ("INVESTIGATOR") shall, on INSTITUTION's behalf, serve as INVESTIGATOR for the STUDY and is employed by INSTITUTION.
- 6. INSTITUTION and INVESTIGATOR have reviewed sufficient information regarding the STUDY PRODUCT and the PROTOCOL to evaluate their interest in participating in the STUDY.
- 8. This WORK ORDER shall commence on the last date of signature hereof and shall continue until close-out of the INSTITUTION and completion of all obligations herein, including receipt by SPONSOR from CRO of all ENROLLED SUBJECT data and any corresponding queries in a form acceptable to CRO and/or SPONSOR, unless terminated earlier in accordance with Termination Article of the AGREEMENT.
- 9. INSTITUTION acknowledges and agrees that CRO is performing the CRO SERVICES for SPONSOR in accordance with its separate agreement with SPONSOR. CRO shall make payments to INSTITUTION for the conduct of the STUDY under this WORK ORDER upon receipt of funding from SPONSOR.

10. All notices specific to this WORK ORDER shall be in writing. They shall be deemed given the sooner of receipt or three (3) business days after having been posted. They shall be addressed to the following address:

If to INSTITUTION:	
With a copy to INVESTIGATOR:	

If to CRO:

[enter CRO details]

If to SPONSOR:

[enter name, address and telephone number of UCB CPM]

Copy to:

UCB Biosciences, Inc.

8010 Arco Corporate Drive, Suite 100

Raleigh, NC 27617

Attention: Constance Hopkins

Associate Director, Head of Site Contracts Management

## PAYMENT SCHEDULE AND BUDGET PAYMENT TERMS:

- A. CRO will reimburse INSTITUTION in United States Dollars (USD) [quarterly] within 45 days after the receipt of INSTITUTION's properly completed invoice. Reimbursements will be calculated on a completed visit per ENROLLED SUBJECT basis in accordance with the Budget included in Attachment 1 below, unless otherwise noted in the per subject budget. Ninety percent (90%) of each payment due, including but not limited to Unscheduled Visits, will be made based upon prior quarterly enrollment data confirmed by ENROLLED SUBJECT Case Report Forms (CRFs) received from INSTITUTION supporting ENROLLED SUBJECT visitation. The balance of monies earned, up to ten percent (10%), will be pro-rated upon verification of actual ENROLLED SUBJECT visits, and will be paid by CRO to INSTITUTION upon final acceptance by CRO of the CRF pages, all data clarifications issued, the receipt and approval of any outstanding regulatory documents as required by CRO or SPONSOR, the return of all unused supplies to CRO or SPONSOR, and upon satisfaction of all other applicable conditions set forth in this WORK ORDER. If any money already paid to INSTITUTION by CRO exceeds the final payment amount, the difference shall be returned promptly by INSTITUTION to CRO, within thirty (30) days of receipt of invoice.
- (i) Pro-Rata Payments

Payment for ENROLLED SUBJECTS who do not complete the STUDY may be made to INSTITUTION on a pro rata basis. Payment will include only those STUDY subjects who were enrolled before the premature termination of the STUDY or the date that notice is received of such premature termination, whichever is later.

Should SPONSOR and/or CRO terminate the STUDY prior to completion, pro-rated expenses and fees shall be paid as set forth in the budget below for each ENROLLED SUBJECT's visit performed before the premature termination of the STUDY or the date notice is received of such premature termination, whichever is later.

If other non-cancellable costs are incurred by INSTITUTION in accordance with Termination Article of the AGREEMENT, written justification must be provided to CRO for review and approval, and payment of such costs is subject to SPONSOR's approval.

CRFs will qualify for payment based on ENROLLED SUBJECT status as follows:

- Visits completed per PROTOCOL, fully payable;
- Discontinued due to adverse event, prorated for the number of completed visits:
- Other discontinuation or ENROLLED SUBJECT lost to follow up; prorated for the number of completed visits.

CRFs will not qualify for payment as follows:

- Major, disqualifying PROTOCOL violation.
- Payments that are deemed to have been in violation of the PROTOCOL may be paid up to the point prior to when the violation occurred at the discretion of CRO and/or SPONSOR.

INSTITUTION and/or INVESTIGATOR agree to provide timely and accurate STUDY data in accordance with the PROTOCOL to enable SPONSOR to fulfil its ICH GCP responsibilities related to trial management and oversight. INSTITUTION and/or INVESTIGATOR agree to make all reasonable efforts to ensure:

- 1. Case report form (CRF or eCRF) data entry is completed within 7 calendar days of data availability from the source; and
- 2. Responses to associated queries are completed within 7 calendar days of query initiation/update.

Additionally, INSTITUTION and/or INVESTIGATOR agree to make best efforts to meet shorter timelines for data entry and query resolution when requested by SPONSOR, or CRO acting on behalf of SPONSOR, when STUDY milestones warrant (e.g. interim analysis or database lock).

## B. SCREENING FAILURE PAYMENTS: [WILL BE DELETED IF NOT APPLICABLE]

INSTITUTION agrees to use reasonable efforts to select appropriate STUDY Subjects. Screen failures for the STUDY are defined as STUDY subjects that are screened but could not be randomized as defined in the PROTOCOL. [CRO to escalate to UCB site contract team for language per STUDY - Screen failure reimbursement will be paid per assessment completed not to exceed [xx] screen failure(s) paid to [xx] subjects randomized.] This only applies to assessments associated with screening (once the subject's consent has been obtained) as opposed to pre-screening (e.g. reviewing medical charts, clinic records, etc.). INSTITUTION will be reimbursed at a flat rate of [CRO to insert the amount of V1 here] for each eligible Screen failure or baseline failure.

To be eligible for reimbursement of a such screening visit, INSTITUTION must: (i) submit to CRO completed screen failure CRF pages and any additional information, which may be requested by CRO to appropriately document the patient screening procedures, (ii) employ reasonable screening procedures and processes to UCB MCTA NA/SA Amendment 1 THE UNIVERSITY OF TEXAS SYSTEM

ensure that only appropriate subjects are entered into the screening process, and (iii) have proper documentation available for verification, if requested. CRO and SPONSOR have the right to reduce or cease payments for screen failures, in their sole discretion, upon their review of the documentation relating to the subjects entered into screening and the screening procedures performed. Furthermore, such payments will be subject to CRO and SPONSOR approval and the other terms and conditions, if any, set forth herein.

## C. UNSCHEDULED VISITS:

CRO will pay INSTITUTION for unscheduled visits required by the PROTOCOL and performed at said visit as documented by completed and submitted CRF pages and any additional information that CRO and/or SPONSOR may request to appropriately document the procedures performed. Once the completed CRF and any additional information which may be requested by CRO and/or SPONSOR to appropriately document the procedures performed for the unscheduled visit have been received and accepted by CRO and/or SPONSOR, payment for the unscheduled visit will be included in the scheduled payment.

#### D. IRB/IEC PAYMENTS:

IRB/IEC costs will be reimbursed by CRO on a pass-through basis and are not included in the attached BUDGET. Any subsequent re-submissions or renewals, upon approval by CRO and/or SPONSOR, will be reimbursed by CRO upon receipt of an invoice and appropriate documentation.

### E. OTHER PAYMENTS:

NO OTHER ADDITIONAL FUNDING REQUESTS WILL BE CONSIDERED WITHOUT THE PRIOR WRITTEN CONSENT OF CRO and /or SPONSOR.

#### F. PAYMENT CONDITIONS:

## (i) Periodic Payments

INSTITUTION shall submit invoices for services performed and expenses incurred (as defined above) on a quarterly/monthly basis. Payments will be made by electronic wire to the bank account stated in the Investigator Request Form that will be provided to INSTITUTION.). Cheque/Check payments will be made only when PAYEE's bank is not in the electronic payment domain. CRO shall provide INSTITUTION with the information necessary to determine the amount of remuneration due to INSTITUTION. INSTITUTION shall issue its invoice based on this information. Payments shall only be made when the following criteria have been met:

- (a) STUDY Subject meets the inclusion and exclusion criteria as defined in the PROTOCOL; and
- (b) STUDY procedures have been conducted in full compliance with the PROTOCOL; and
- (c) Completed CRFs for the quarter/month have been delivered to and/or received by CRO according to any stipulated points in time and the data contained therein can be verified by reference to the ENROLLED SUBJECT's medical files and is complete and correct.

All payments are subject to withholding taxes required under the applicable jurisdictions.

## (ii) Final Payment

UCB MCTA NA/SA Amendment 1 THE UNIVERSITY OF TEXAS SYSTEM

Notwithstanding the criteria defined above, the final payment shall be contingent upon the following additional conditions:

- (a) all required Enrolled Subject visits have been completed; and
- (b) CRO has received all Subject data in a form suitable for analysis; and
- (c) all data clarification queries have been resolved to CRO's satisfaction; and
- (d) CRO has verified that all required regulatory documentation is complete, and
- (e) INSTITUTION has returned all required equipment, drugs and other material to SPONSOR or CRO or its AFFILIATES; and
- (f) the STUDY close-out visit has been completed; and
- (g) INSTITUTION has provided final invoices within 45 days of close-out visit.

INSTITUTION shall have 60 days from the receipt of the final payment under this WORK ORDER to identify discrepancies and resolve any payment disputes with CRO.

## G. INVESTIGATOR REQUEST FORM AND PAYMENT INSTRUCTIONS:

- (i) CRO shall send, via email transmission, an electronic version of the Investigator Request Form to the INSTITUTION. This email will also contain details of where to return the completed version of the electronic format.
- (ii) The INSTITUTION shall complete the electronic version of the Investigator Request Form and return it to CRO via e-mail transmission, at the e-mail address specified in the e-mail referred to above.
- (iii) Payments shall be made by CRO and shall be paid within 45 days of receipt, review and approval of an invoice substantially in the form shown in Attachment 2.
- (iv) To expedite faster payment turnaround, please e-mail invoices in the format shown in Attachment 2 to CRO at the following e-mail address:

## [CRO entity name and e-mail address]

If for some reason e-mail transmission is not possible, please send invoices in the format shown in <u>Attachment 2</u> [will be included by CRO if applicable] to the following postal address:

[CRO to complete its information here: entity name and address]

To facilitate faster payment please note that all invoices must contain the following information:

- (a) PROTOCOL Number; and
- (b) [Insert UCB STUDY Number]; and
- (c) Invoice Number; and
- (d) Invoice Date; and
- (e) Date & Description of Services Provided; and
- (f) CRO Project Number; and

UCB MCTA NA/SA Amendment 1 THE UNIVERSITY OF TEXAS SYSTEM

- (g) Total amount payable
- (h) Exchange rate used (where applicable); and
- (i) INVESTIGATOR Name; and
- (j) Site Number; and
- (k) PAYEE Name and Address (per this WORK ORDER); and
- (I) CRO Address listed above

Invoices and associated documentation should be de-identified of patient personal information (e.g. name, date of birth, initials, etc.) prior to being submitted to CRO.

## 11. WORK ORDER EXECUTION

INSTITUTION understands and agrees that this WORK ORDER is being signed by CRO in its own name as a contracting party receiving services under this WORK ORDER, and in addition this WORK ORDER is being signed by CRO on behalf of SPONSOR and for SPONSOR's benefit as its authorized representative, based on a separate agreement between SPONSOR and CRO.

# Attachment 1

Payments, as described within the BUDGET,	, will not be made to INSTITUTION for any milestone that is not
achieved as defined herein.	

[CRO to insert the excel budget in BitMap format]

IN WITNESS WHEREOF, the PARTIES have caused this WORK ORDER to be executed by their duly authorized representatives.

Each PARTY having received its copy.

CRO Name	CRO Name, acting as authorized representative of UCB BIOPHARMA SPRL:
By:  Name:  Title:  Date:  [CRO to determine then INSERT Participating University at the time of contract:	
-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER,	ORDER and shall abide by the provisions of the AGREEMENT and this WORK ORDER as though I were a party hereto.
-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON,	By:
-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO,	Name:
-THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON,	Title:
-THE UNIVERSITY OF TEXAS AT AUSTIN, -THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER,	
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY	
Ву:	
Name:	
Title:	
Date:	

#### APPENDIX IIB

## **CRO-PARTY WORK ORDER AMENDMENT FORM**

AMENDMENT No	
STUDY/PROTOCOL No.	

This Amendment #X ("Amendment"), effective as of the final signature date, is between UCB BIOPHARMA SPRL, a corporation incorporated under the laws of Belgium having its registered offices at Allée de la Recherche 60, B-1070 Brussels, Belgium ("SPONSOR"), [CRO Company name] having a place of business at [Insert Address] ("CRO"), and [CRO to determine then INSERT Participating University at the time of contract:

-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER.

-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON.

-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO.

-THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON.

-THE UNIVERSITY OF TEXAS AT AUSTIN,

-THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER.

## -THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

having a place of business at \_\_\_\_\_\_("INSTITUTION"), and relates to Work Order with the Effective Date of \_\_\_\_\_\_ ("Work Order") under the supervisions of [Insert INVESTIGATOR's name here] ("INVESTIGATOR") between CRO, SPONSOR, and INSTITUTION, hereinafter individually referred to as a "PARTY" or together referred to as the "PARTIES".

WHEREAS, the PARTIES desire to amend and modify the Work Order as set forth below in order that the Work Order, as amended and modified, is acceptable to all PARTIES for execution;

**THEREFORE**, in consideration of the premises and of the mutual covenants herein, the PARTIES agree that the Work Order shall be and is hereby amended and modified as follows:

- Overview of the changes associated with this Amendment:
  - 1.1 List of Work Order changes:
- 2. If the terms of the Work Order in any way conflict with or are otherwise inconsistent with the terms of this Amendment, this Amendment shall govern and control unless specifically stated otherwise.
- INSTITUTION understands and agrees that this Amendment is being signed by CRO in its
  own name as a contracting party receiving services under the WORK ORDER, and in

UCB MCTA NA/SA Amendment 1 THE UNIVERSITY OF TEXAS SYSTEM

addition, this Amendment is being signed by CRO on behalf of SPONSOR and for SPONSOR's benefit as its authorized representative, based on a separate agreement between SPONSOR and CRO.

4. All other terms of the Work Order remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this WORK ORDER to be executed by their duly authorized representatives.

Each PARTY having received its copy.

CRO Name	CRO Name, acting as authorized representative of UCB BIOPHARMA SPRL:
By:  Name:  Title:  Date:	By: Name: Title: Date:
[CRO to determine then INSERT Participating University at the time of contract:  -THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER,	READ AND UNDERSTOOD INVESTIGATOR
-THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON, -THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, -THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON, -THE UNIVERSITY OF TEXAS AT AUSTIN, -THE UNIVERSITY OF TEXAS	By:  Name:  Title:  Date:
SOUTHWESTERN MEDICAL CENTER,  -THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY  By:  Name:  Title:  Date:	