MASTER CLINICAL TRIAL RESEARCH AGREEMENT

This Agreement is entered into by and between the following member institutions of The University of Texas System ("System") located at 201 West 7th Street, Austin, Texas 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, AND THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS (hereinafter collectively or individually referred to as "Institution") and SCHERING CORPORATION, acting through its Schering-Plough Research Institute division, a New Jersey corporation having a business address at 2000 Galloping Hill Road, Kenilworth, New Jersey 07033, (hereinafter called "Sponsor").

The agreement to perform a given Study (as defined below) shall be evidenced by the execution of an Addendum to this Agreement, by or on behalf of Sponsor, the particular Institution named in the Addendum and the Principal Investigator (as defined below), in the form set forth in Exhibit A.

Sponsor desires Institution to study the safety and/or efficacy of the compound/drug set forth in Exhibit A (hereinafter "Exhibit A" or "Addendum") and incorporated into this Agreement by reference (the "Study Drug") and Institution is willing to perform certain clinical trial research (the "Study").

This Agreement, when signed by all parties, is effective June 15, 2009 ("Effective Date"). The parties hereto agree as follows:

1. Scope of Work

Each Study to be performed under this Agreement shall be performed in accordance with the terms of the final protocol, including as it may be amended in accordance with the terms of this Agreement, for the Study entitled as set forth in Exhibit A and incorporated into this Agreement by reference (the "Protocol") which is attached as Exhibit B and incorporated into this Agreement by reference. Institution certifies that, to its best knowledge, its facilities and population are adequate to perform the Study contemplated by this Agreement and the Protocol. Each Study shall have only one Exhibit A with Exhibit B appended. Reference to Study in this Agreement refers to each specific and particular Exhibit A and Exhibit B combination. Institution agrees and Principal Investigator (defined in Article 2 below) acknowledges that all aspects of the Study will be conducted in conformity with all applicable federal, state, local laws and regulations. Institution and Principal Investigator shall not conduct any research activities with the Study Drug which are contrary to the provisions of the Protocol or outside the scope of the Protocol.

2. Principal Investigator

Institution's principal investigator for each Study is as set forth in Exhibit A ("Principal Investigator"). Principal Investigator will be responsible for the direction and supervision of all Study efforts in accordance with applicable Institution policies, the Protocol and this Agreement. Principal Investigator and Institution will ensure that any sub-investigators and any other staff comply with the terms of this Agreement and the Protocol. In the event that Principal Investigator

who is named and has acknowledged the Protocol by signing Exhibit A either leaves or is removed from the Institution, then Institution shall provide written notice to Sponsor of such departure by Principal Investigator as soon as possible under the circumstances. Any successor to Principal Investigator must be approved, in writing, by Sponsor and such successor shall be required to abide with all the terms and conditions of the Protocol and this Agreement and to sign each such document as evidence of such obligation (although failure to so sign will not relieve such successor from abiding with all the terms and conditions of the Protocol and this Agreement).

Institution represents and certifies that, to the best of its knowledge after due inquiry and research, it will not use in any capacity, in connection with any services to be performed under this Agreement, any individual who has been debarred pursuant to the Federal Food, Drug and Cosmetic Act, or excluded from a federal healthcare program.

Institution agrees to inform Sponsor as soon as possible under the circumstances in writing if any person who is performing services hereunder is debarred or if any action, suit, claim, investigation or legal or administrative proceeding is pending, or, to the best of Institution's knowledge after due inquiry and research, is threatened, relating to the debarment of Institution or any person performing services hereunder. Institution represents and certifies that no action, suit, claim, investigation, or legal or administrative proceeding is pending or threatened relating to Principal Investigator's debarment and Institution will inform Sponsor as soon as possible under the circumstances in writing if any such action, suit, claim, investigation or legal or administrative proceeding is threatened or commenced for Principal Investigator's debarment.

3. **Project Monitor and Inspection Rights**

It is agreed that the project monitor(s) and others designated by Sponsor may, at mutually agreeable times, during the Study and for a reasonable time after completion or early termination of a Study, arrange in writing with Institution and the Principal Investigator or his/her designee:

(i) to examine and inspect, during regular business hours, qualifications of the staff and Institution facilities required for performance of the Study; and

(ii) subject to applicable subject confidentiality considerations, to inspect, audit, and to copy or have copied (at Sponsor's reasonable expense), all data and work product relating to the Study conducted under this Agreement and to inspect and make copies of all data necessary for Sponsor to confirm that the Study is being conducted in conformance with the Protocol and in compliance with all applicable legal and regulatory requirements, including without limitation, any applicable requirements of the United States Food and Drug Administration ("FDA") provided that personally identifiable subject medical records will not be copied except with the appropriate subject authorization, other approval or if required by law.

Institution agrees to reasonably assist Sponsor to facilitate Sponsor's representatives' examination, inspection, auditing and copying of materials relating to the Study and to enforce the rights granted to Sponsor in this Article 3.

4. **Clinical Trial Approvals**

A. Institution shall be responsible for obtaining the following:

(i) approval of each Protocol, any informed consent relating to the Study and advertisement, if any, pertaining to the enrollment of subjects in the Study by the appropriate Institutional Review Board ("IRB") prior to beginning any Study on human subjects; and

(ii) an informed consent which complies with all applicable federal, state, and local laws and regulations signed by or on behalf of each human subject prior to the subject's participating in the Study.

B. In the event Institution's IRB requires changes in a Protocol or informed consent, Sponsor shall be advised in advance and all modifications to the Protocol and informed consent must be approved in advance and in writing by Sponsor. Institution and Principal Investigator shall not modify the Study described in the Protocol once finalized and after approval by the IRB without the prior written approval of Sponsor.

5. **Term of Agreement**

A. It is anticipated that any Study conducted under this Agreement shall begin upon the execution of Exhibit A for each Study, and shall continue until the Study is completed and all final Study documentation required to be provided under the Protocol is received and accepted by Sponsor. If at any time Institution or Principal Investigator have reason to believe that the Study will not be initiated or completed as per the schedule initially anticipated and agreed upon by the parties, Sponsor will be so advised, in writing, of the reason(s) and length of additional time required to commence or complete work, and the Study may be terminated by Sponsor as provided in Article 6.

B. The term of this Agreement begins as of the Effective Date and will continue until June 15, 2029, unless earlier terminated by either party upon sixty (60) days written notice to the other, except for any Study then in progress. If a Study is in progress at the time of any attempted termination pursuant to this Article 5B, then the terms and conditions of this Agreement shall be considered to be in effect until such time as the Study has been completed or, in the alternative, terminated pursuant to Article 6 of this Agreement.

6. **Study Termination and Enrollment Cap**

A. Either party may terminate any Study pursuant to this Agreement by giving thirty (30) days written notice to the other party. In the event thirty (30) days is reasonably determined by Institution or Sponsor to be insufficient notice based upon evaluation of risks to enrolled research subject(s) then receiving the Study Drug, the parties will cooperate to safely withdraw subjects from drug treatment over a mutually agreeable period of time but in no event shall Sponsor's obligation to supply Study Drug hereunder extend beyond a reasonable period. Notwithstanding the foregoing, in the event either party believes that immediate termination is necessary due to its evaluation of

risks to enrolled Study subject(s), either party may terminate the Study immediately by giving written notice to the other party.

B. Notwithstanding any other provision hereof, Sponsor shall be entitled to terminate any Study or this Agreement for any Material Breach which shall be defined as:

(i) Institution's failure to comply with its material obligations, responsibilities and the terms and conditions of this Agreement; or

(ii) Institution's failure to comply with its obligations, responsibilities and the terms and conditions of the Protocol.

C. In the event of any termination:

(i) Institution shall return to Sponsor, at Sponsor's reasonable expense, all unused materials, including but not limited to, Study Drug and clinical supplies (unless written authorization to retain or destroy them is given by Sponsor in which case Institution shall comply with the applicable provisions of Article 11 hereof);

(ii) except in the event of termination because of a Material Breach by Institution (see Section 6(B) above), and unless otherwise specified in writing between the parties, the total sums payable by Sponsor pursuant to a specific Study shall be equitably pro-rated for actual work performed in accordance with the Protocol to date of notice of termination including Protocol required non-cancelable commitments marked as such in the budget for the Study with any unearned and unexpended portion of funds previously paid by Sponsor to Institution being refunded to Sponsor;

(iii) in the event of termination as a result of a Material Breach, the parties agree to make a good faith effort to reach agreement to compensate Institution for actual work performed in accordance with the Protocol to date of notice of termination; and

(iv) Principal Investigator shall return to Sponsor all Confidential Information (as defined in and in accordance with Article 9 hereof) owned or controlled by Sponsor and in the possession of Institution.

D. The termination of any Study specified in Exhibit A or this Agreement shall not relieve either party of its obligation to the other in respect of:

(i) retaining in confidence all Confidential Information in accordance with Article 9 hereof;

(ii) complying with record keeping and reporting obligations (under Article 7 hereof);

(iii) complying with any publication obligations (under Article 10 hereof) and approval of publicity and promotional purposes (under Article 18 hereof);

(iv) compensation for services performed to date of notice of termination, except as set forth in Article 6.C (iii) hereof;

(v) complying with obligations relating to clinical supplies (under Article 11 hereof);

(vi) indemnification, insurance obligations, and payment of costs for subject injury (under Article 12 hereof);

(vii) inspection rights (under Article 3 hereof); and

(viii) obligation to assist in obtaining patent protection (under Article 14 hereof)

all of which obligations are binding on the appropriate party and shall remain in full force and effect as set forth in this Agreement.

E. Sponsor reserves the right to limit enrollment in any applicable Study by giving written notice, or by giving notice by telephone promptly followed by written notice, to Institution and Principal Investigator to cease further enrollment in the Study ("Enrollment Cap"). Upon receipt of such notice, Institution agrees to and Principal Investigator shall enroll no further subjects in the Study. Unless otherwise specified in writing between the parties, in the event of such a notice to cease further enrollment, the total sums payable by Sponsor pursuant to a specific Study shall be equitably pro-rated for the number of subjects enrolled to the date of such notice including Protocol required non-cancelable commitments marked as such in the budget for the Study, with any unexpended funds for subjects beyond the Enrollment Cap previously paid by Sponsor to Institution being refunded to Sponsor.

7. **Records and Reports**

A. Institution shall have the following record keeping and reporting obligations:

(i) preparation and maintenance of complete, accurately written records, accounts, notes, reports and data relating to the Studies under this Agreement; and

(ii) preparation and submission to Sponsor (in a periodic and timely manner during the term of a specific Study) of all raw data and other material called for in the Protocol in the form of properly completed subject case report forms ("Case Report Forms") or into an electronic database (i.e., remote data entry) supplied by Sponsor for each subject as provided in the Protocol. Case Report Forms and the electronic database shall be the exclusive property of Sponsor, subject to Institution's right to publish the results of the Study as set forth in Article 10.

B. Institution agrees to notify Sponsor within twenty-four (24) hours after learning of any serious and/or unexpected adverse drug reaction affecting any subject in the Study. Institution further agrees to follow up such notification of adverse drug reaction with appropriate reports in compliance with the Protocol and all applicable legal and regulatory requirements. In the event Principal Investigator and Institution become aware of any quality complaints associated with the Study Drug provided under this Agreement, the Institution agrees to notify Sponsor in compliance with the Protocol.

C. Principal Investigator and Institution further shall conduct the Study and maintain records and data during and after the term or early termination of the Study in compliance with all applicable legal and regulatory requirements, including without limitation, any applicable requirements of the FDA. Institution further agrees to permit Sponsor or Sponsor's representatives to examine and audit all records and reports, with prior written notification from Sponsor and during normal business hours (subject to applicable subject confidentiality considerations). Institution agrees, on behalf of itself and the Principal Investigator, to take any action necessary, as reasonably requested by Sponsor in writing, to properly correct or address any deficiencies noted during any audit and agree to cooperate with Sponsor with respect to any action taken to address any such deficiencies.

D. Institution agrees to notify Sponsor as soon as possible under the circumstances in the event that the FDA or any other regulatory authority notifies the Study site of a pending inspection/audit. In addition, Institution will, as soon as possible under the circumstances, forward to Sponsor any written communication received as a result of the inspection/audit and agrees to allow Sponsor to assist in responding to any citations. Such responses shall be made within two (2) weeks of issuance of any citations or within any earlier deadline set by the issuing regulatory authority. Institution shall also provide to Sponsor copies of any documents provided to any inspector or auditor. In the event the FDA or other regulatory authority requests or requires any action to be taken to reasonably address any citations, Institution agrees, after consultation with Sponsor, to take such action as necessary to reasonably address such citations, and agree to reasonably cooperate with Sponsor with respect to any such citation and/or action taken with respect thereto.

8. **Cost and Payment**

The budget for the Study, which will be attached as Exhibit C and will be signed by both the Institution and Sponsor, shall be deemed to be incorporated by reference into this Agreement ("Budget"). The payment(s) set forth in each Budget are acknowledged by the parties hereto to be adequate consideration for the work undertaken hereunder.

9. **Confidential Information**

A. Subject to Institution's right to publish results under Article 10, during and for a period of seven (7) years after the term or early termination of a Study performed pursuant to this Agreement, Institution and Principal Investigator shall retain in confidence all test articles and proprietary data and/or information obtained from Sponsor or generated pursuant to the particular Study including, but not limited to, the Protocol, the investigator's brochure, interim results and any other information or material disclosed under secrecy agreements previously entered into between

the parties ("Confidential Information"). This restriction shall not apply to Confidential Information:

(i) which is or becomes public knowledge (through no fault of Institution or Principal Investigator); or

(ii) which is lawfully made available to Institution by an independent third party owing no obligation of confidentiality to Sponsor with regard thereto (and such lawful right can be properly demonstrated by Institution or Principal Investigator); or

(iii) which is already in Institution's possession at the time of receipt from Sponsor (and such prior possession can be properly demonstrated by Institution); or

(iv) which is independently developed by the Institution (and such independent development can be properly demonstrated by Institution or Principal Investigator); or

(v) which is published in accordance with the express terms of this Agreement; or

(vi) which is required by law, regulation, rule, act or order of any governmental authority or agency to be disclosed by Institution.

B. To permit Sponsor an opportunity to intervene by seeking a protective order, or other similar order, in order to limit or prevent disclosures of Confidential Information, Institution shall, as soon as possible under the circumstances, notify Sponsor in writing if it is requested by a court order, a governmental agency, or any other entity to disclose Confidential Information in Institution's or Principal Investigator's possession, and thereafter Institution or Principal Investigator shall disclose only the minimum Confidential Information required to be disclosed in order to comply, whether or not a protective order or other similar order is obtained by Sponsor.

C. Subject to applicable federal, state or local legal and regulatory requirements, Institution agrees to promptly return to Sponsor, upon its request and reasonable expense, all Confidential Information obtained from Sponsor or belonging to Sponsor pursuant to this Agreement; provided, however, that Institution may retain one copy of Confidential Information in a secure location for purposes of identifying Institution's obligations under these confidentiality provisions.

D. Institution and Principal Investigator shall limit disclosure of Confidential Information received hereunder to only those of its employees who are directly involved with the Study and only on a need to know basis. Institution and Principal Investigator shall advise its employees upon disclosure to them of any Confidential Information of the proprietary nature thereof and the terms and conditions of this Agreement and shall use all reasonable safeguards to prevent unauthorized use or disclosure by such employees. Institution shall be responsible for any breach of these confidentiality provisions by its employees.

E. Institution acknowledges and expressly agrees that any disclosure of Confidential Information in violation of this Agreement could potentially harm Sponsor's business. In accordance with applicable law and in addition to any other rights and remedies provided herein, Sponsor shall be entitled to seek equitable relief by way of injunction or otherwise.

F. Institution shall neither disclose to Sponsor, nor induce Sponsor to use, any secret or confidential information or material belonging to others, including other sponsors of other clinical trials.

G. For the specific purpose of obtaining and maintaining informed consent or for the purpose of subject health, safety or diagnosis, Institution and Principal Investigator may, as necessary, disclose to potential subjects during the recruitment process, and to subjects who are or were enrolled in the Study, or any of their lawful representatives, Confidential Information required to obtain and maintain informed consent or required for subject health, safety or diagnosis.

10. **Data, Publications and Other Rights**

In recognition of the importance of disseminating information relating to any novel or important observations or results arising from the Study and understanding that such need must be balanced with Sponsor's obligations to maintain control over Confidential Information as well as to comply with appropriate rules and regulations of the FDA, the parties hereby agree to the following:

A. All research data and results generated during the course of the Study shall be the property of Sponsor. Principal Investigator and Institution shall reasonably execute any documents or undertake any further actions if requested by Sponsor in writing to evidence transfer of title to such data.

B. Subject to the terms and conditions of this Agreement, Institution and Principal Investigator shall have the right to publish or publicly present the results of the Study. Institution and Principal Investigator shall not publish or publicly present any interim results of the Study. Principal Investigator and Institution further shall provide forty-five (45) days written notice to Sponsor prior to submission for publication or presentation to permit Sponsor to review drafts of abstracts and manuscripts for publication (including, without limitation, slides and texts of oral or other public presentations and texts of any transmission through any electronic media, e.g. any computer access system such as the Internet, World Wide Web etc., collectively or individually a "Public Presentation") which report any results arising out of the Study. Sponsor shall have the right to review and comment on any Public Presentation.

C. No Public Presentation shall contain any Confidential Information of Sponsor (as defined in Article 9) which for the purposes of this Article 10 shall be deemed to not include the results of the Study or data generated pursuant to the Study. If the parties disagree concerning the accuracy and appropriateness of the data analysis and presentation, and/or confidentiality of Sponsor's Confidential Information, Institution and/or Principal Investigator shall meet with Sponsor's representatives at the clinical Study site or as otherwise agreed, prior to submission of a Public Presentation, for the purpose of making good faith efforts to discuss and resolve any such issues or disagreement. At Sponsor's request, Sponsor shall be acknowledged as one of many or as the sole financial Sponsor, as the case may be, of the Study reported in the Public Presentation.

D. To the extent that the Institution's participation in a Study is a part of a multi-center study, Institution agrees that an initial Public Presentation of their results shall occur only together with the other sites unless specific written permission is obtained in advance from Sponsor for Public Presentation of separate results. Sponsor shall advise as to the implications of timing of any Public Presentation in the event clinical trials are still in progress at sites other than the Institution's and any Institution participating in a multi-center study shall follow the Public Presentation review procedures set forth in this Article. Institution and Principal Investigator may publish their results in accordance with this Agreement if a joint publication is not completed within eighteen (18) months after completion of the Study at all Study sites and locking of the database.

E. If Sponsor believes there is patentable subject matter contained in any Public Presentation submitted for review, Sponsor shall promptly identify such subject matter to Institution. If Sponsor requests and at Sponsor's expense, Institution shall use reasonable efforts to assist Sponsor to file a patent application covering such subject matter with the United States Patent and Trademark Office or through the Patent Cooperation Treaty prior to any publication.

F. Institution is granted the right, subject to the provisions of this Agreement, to use the results of the Study provided by Institution under this Agreement, including but not limited to, the results of tests and any raw data and statistical data generated therefrom, for its own internal teaching and research purposes.

11. **Clinical Supplies**

Sponsor shall make available sufficient quantities of Study Drug to carry out the Study, it being understood that Institution and Principal Investigator shall take responsibility for and reasonable steps to maintain appropriate records and assure appropriate supply, handling, storage, distribution and usage of these materials in accordance with the Protocol and any applicable laws and regulations relating thereto. Clinical supplies may not be used for any other purpose than that stated in the Protocol. All unused materials will be returned to Sponsor, at Sponsor's reasonable expense, by Institution at the conclusion of the Study, or upon earlier termination of this Agreement, unless written authorization to destroy or retain them is given by Sponsor. If authorization to destroy unused material is given, Institution shall provide Sponsor with documentation of the method of destruction.

12. **Indemnification, Insurance, and Payment of Costs for Subject Injury**

A. Sponsor shall indemnify, defend and hold harmless Institution, System, their Board, officers, agents, employees and Principal Investigator (and any named co-investigator), from and against any demands, claims, actions, proceedings or costs of judgments which may be made or instituted against any of them by reason of personal injury (including death) to any person, or damage to property, arising out of or connected with the performance of the activities to be carried out pursuant to the Protocol, including, but not limited to, the use by Sponsor of the results of the Study.

B. Notwithstanding the foregoing, Sponsor shall have no indemnification obligation or liability for loss or damage resulting from:

(i) failure of Institution or Principal Investigator to adhere to the terms and provisions of the Protocol or agreed amendments thereto or Sponsor's written recommendations and instructions relative to the administration and use of any drug substances involved in the Study, including, but not limited to, the Study Drug, any comparative drug and any placebo;

(ii) failure of Institution or Principal Investigator to comply with any applicable FDA or other governmental or state requirements, law, rules or regulations applicable to the performance of its obligations under this Agreement;

(iii) failure of Institution or Principal Investigator to render service or conduct the Study in accordance with generally accepted professional standards; or

(iv) negligent act or omission or willful misconduct by Principal Investigator, Institution, its Board, officers, agents or employees related to the performance of the Study under this Agreement.

C. A condition of Sponsor's indemnity obligation is that, whenever Principal Investigator and/or Institution has information from which it may reasonably conclude an incident of bodily injury or death has occurred, Institution shall, as soon as possible under the circumstances, give notice to Sponsor of all pertinent data surrounding such incident. In addition, Principal Investigator and Institution shall comply with all of their obligations with regard to adverse event reporting procedures as set forth in this Agreement and the Protocol and any appendix or attachment thereto. In the event claim is made or suit is brought, Institution and Principal Investigator shall reasonably assist Sponsor and cooperate in the gathering of information with respect to the time, place, and circumstances and will use reasonable efforts to assist Sponsor in obtaining the names and addresses of the injured parties and available witnesses. Subject to the statutory duties of the Texas Attorney General, Principal Investigator and Institution shall cooperate with and authorize Sponsor to carry out sole management and defense of such claim or action. Neither Principal Investigator nor Institution, its Board, officers, agents or employees shall compromise or settle any claim or action without the prior written approval of Sponsor.

D. Institution shall, to the extent authorized under the Constitution and laws of the State of Texas, indemnify and hold Sponsor harmless from liability resulting from the negligent acts or omissions of Institution, System, their Board, officers, agents or employees pertaining to the activities to be carried out pursuant to this Agreement; provided, however, that Institution shall not hold Sponsor harmless from claims arising out of the negligence or willful malfeasance of Sponsor, its officers, agents, or employees, or any person or entity not subject to Institution's supervision or control.

E. System established and maintains a Professional Medical Liability Benefit Plan authorized by Section 59 of the Texas Education Code insuring faculty physicians, dentists, residents, fellows and medical students against medical malpractice claims. Member Institutions are protected under the Texas Tort Claims Act (Chapter 101, Texas Civil Practice and Remedies Code). System has and will maintain in force during the term of its agreements with third parties adequate insurance to cover its indemnification obligations.

F. Sponsor, as with most major pharmaceutical companies, is largely self-insured for its liability exposures. Sponsor's assets are sufficient to cover any contemplated self-insured liability assumed by Sponsor under this Agreement.

G. If a Study subject suffers bodily injury as a direct result of the Study Drug or a procedure that is administered in accordance with the Protocol for Study purposes, Sponsor will be responsible to cover the reasonable medical cost of treating that injury, except to the extent that such costs are attributable to the negligence or willful misconduct of the Institution or Institution's noncompliance with the Protocol. Institution may arrange for care for any research related injury.

13. **Subject Safety**

Sponsor shall promptly notify Institution and/or Principal Investigator of any new findings associated with the adverse effects and safe use of the Study Drug from Sponsor's monitoring and evaluation that could (i) adversely affect the safety of Study subjects, (ii) affect the willingness of Study subjects to continue participation in the Study, (iii) influence the conduct of the Study, or (iv) alter the Institution's IRB's approval to continue the Study. Institution will promptly notify the IRB of any such events. Institution will promptly notify Study subjects when their safety or medical care could be affected by such findings and Institution shall promptly notify Sponsor of such communications.

14. **Inventions and Patents**

The sole and exclusive right to any inventions, discoveries or innovations, whether patentable or not, arising from the performance of the Protocol and Study under this Agreement, and using Study funds or otherwise arising out of use, or misuse or modification of the Study Drug provided under this Agreement (the "Inventions"), shall be the property of the Sponsor. Institution or Principal Investigator will promptly notify Sponsor in writing of any such Inventions, and at Sponsor's request and expense, Institution and Principal Investigator will cause to be assigned to Sponsor all right, title and interest in and to any such Inventions and provide reasonable assistance to obtain patents, including causing the execution of any invention assignment or other documents.

15. **Notice**

Whenever any notice is to be given hereunder, it shall be in writing and mailed postage prepaid by certified or registered mail (return receipt requested) commercial overnight carrier (return receipt requested) or personally delivered to the appropriate party at the address indicated in Exhibit A which is incorporated into this Agreement by reference, or at such other place or places as either party may designate in a written notice to the other. Notice shall be deemed to have been received upon receipt.

16. **Assignment**

This Agreement and any Study are not assignable by Institution and any attempted assignment or delegation in violation hereof shall be void. Sponsor may assign this Agreement and any Study to an affiliated company without the prior consent of Institution, but shall use reasonable

efforts to provide Institution with written notice of such assignment. Notwithstanding such assignment, Sponsor shall remain liable for all of its obligations under this Agreement.

17. **Applicable Law**

This Agreement shall be construed in accordance with Texas law.

18. **Publicity**

Neither party shall make reference to the other in a press release or any other written statement in connection with the Study performed under this Agreement, if it is intended for use in the public media, except as required by the Texas Public Information Act or other law or regulation. Institution, however, shall have the right to acknowledge Sponsor's support of the investigations under this Agreement in scientific or academic publications and other scientific or academic communications, without Sponsor's prior approval. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

19. **Independent Contractor**

The parties agree that Institution is acting in the capacity of independent contractor hereunder and not as employee, agent or joint venturer of or with Sponsor. Institution does not have any authority to represent, bind or act on behalf of Sponsor.

20. **Agreement Modifications**

Neither this Agreement nor the Protocol may be altered, amended or modified except by written document signed by the parties.

21. **Severability**

If any term or condition of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by a party hereunder, shall be held illegal, invalid or unenforceable, the remaining terms and conditions of this Agreement shall not be affected thereby and such terms and conditions shall be valid and enforceable to the fullest extent permitted by law.

22. **No Waiver**

Failure on the part of a party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or enforcement thereof at any time or times thereafter.

23. **Force Majeure**

Noncompliance by a party with the obligations of this Agreement due to force majeure, (laws or regulations of any government, war, civil commotion, destruction of production facilities and materials, fire, flood, earthquake or storm, labor disturbances, shortage of materials, failure of public utilities or common carriers), or any other causes beyond the reasonable control of the

applicable party, shall not constitute breach of this Agreement and such party shall be excused from performance hereunder to the extent and for the duration of such prevention, provided it first notifies the other party in writing of such prevention and that it uses reasonable efforts to cause the event of such force majeure to terminate, be cured or otherwise ended.

24. **Employee Obligations to Perform Services**

Institution represents that Principal Investigator and all other investigators that may perform services hereunder are its employees and shall abide by the terms and conditions of this Agreement as if each were a party hereto.

25. **Financial Disclosure**

The Principal Investigator and each participating investigator will provide documentation of financial disclosure listed on the FDA 1572 form by use of the Sponsor "Clinical Investigator Financial Certification Form" or similar appropriate institution document deemed appropriate for collection of the FDA required information.

[The following space intentionally left blank]

26. **Entire Understanding**

This Agreement, including any exhibits and schedules hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes and cancels all previous agreements among the parties, written and oral, in respect of the subject matter hereof. In the event of any inconsistency between this Agreement and the Protocol, the terms of this Agreement shall govern except with regard to adverse event reporting procedures which shall be governed by the Protocol and any appendix or attachment thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, by duly authorized representatives, as of the Effective Date.

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER

BY _____
Conna Sutton
Director Pre-Award Services

DATE 6/26/09

SCHERING CORPORATION,
acting through its Schering-Plough Research Institute division

BY _____
an authorized representative of
Schering-Plough Research Institute

NAME Haweck

TITLE GVP FCA

DATE 5 Jun 2009

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

BY _____
Jodie S. Ogden
Contracts Director, Office of Sponsored Projects

DATE 6/23/09

THE UNIVERSITY OF TEXAS AT AUSTIN

BY _____
Susan W. Sedwick
Associate VP for Research
Director, Office of Sponsored Projects

DATE JUN 17 2009

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

BY _____
Jane A. Youngers
Assistant Vice President for
Research and Sponsored Programs

DATE 6-11-09

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

BY _____
Perrie M. Adams
Associate Dean for Research

DATE 6/22/09

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

BY _____
Susan E. Ramsey
Director of Sponsored Research

DATE 6/25/09

LAW DEPARTMENT
C. WONG

EXHIBIT A

ADDENDUM TO MASTER CLINICAL TRIAL RESEARCH AGREEMENT

This Exhibit A hereby serves as an Addendum to the attached Master Clinical Trial Research Agreement and is incorporated therein and expressly made a part thereof. Accordingly, Institution's engagement is subject to the terms and conditions of the Master Clinical Trial Research Agreement and the following:

Study Drug:

Protocol Title:

(the "Protocol" attached hereto as Exhibit B and incorporated hereby)

Principal Investigator: _____

Institution: _____
{Include Tax ID number}

Notice:

To Institution: [Insert applicable Institution notice information]
Attn.: _____
[INSERT FULL ADDRESS AND NAME/TITLE OF PERSON]

To Sponsor: Schering-Plough Research Institute
2015 Galloping Hill Road
Kenilworth, New Jersey 07033
Attn.: _____

Budget: ("Exhibit C" attached hereto and incorporated herein)

Unless expressly stated otherwise herein, all terms and conditions of the Master Clinical Trial Research Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to Master Clinical Trial Agreement to be executed, by duly authorized representatives, as of the last date written below.

[INSERT APPLICABLE INSTITUTION NAME IN CAPITAL]

BY _____

NAME _____
duly authorized representative

TITLE _____

DATE _____

SCHERING CORPORATION,
acting through its Schering-Plough Research Institute division

BY _____
an authorized representative of
Schering-Plough Research Institute

NAME _____

TITLE _____

DATE _____

I hereby acknowledge that I have read and understand the terms of the Master Clinical Trial Research Agreement and this Addendum, including the Protocol, and that I will act and perform my duties in the Study in accordance therewith.

_____
[Insert Principal Investigator's name]
Principal Investigator

DATE_____

EXHIBIT B
(Protocol)

EXHIBIT C
(Budget)