AMENDMENT #1 TO MASTER CLINICAL TRIAL RESEARCH AGREEMENT

Amendment #1 to the Master Clinical Trial Research Agreement 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 M. D. ANDERSON CANCER CENTER
THE UNIVERSITY OF TEXAS AT AUSTIN
THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

(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"), entered into July 8, 2009 (hereinafter collectively called the "Agreement").

RECITAL

A. Whereas on April 30, 2012, Schering Corporation changed its name to Merck Sharp & Dohme Corp. It will continue to be a subsidiary of Merck & Co., Inc. The parties desire to amend the Master Clinical Trial Research Agreement (a) to reflect the change in Sponsor's name from Schering Corporation to Merck Sharp & Dohme Corp., (b) to add The University of Texas M. D. Anderson Cancer Center as a party to this master agreement, (c) to amend the Subject Injury language, and (d) to make other clarifying amendments.

The parties hereto are in accord that the Agreement is hereby amended as follows:

1. The listed name and address of Sponsor, 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, is hereby stricken and replaced with MERCK SHARP & DOHME CORP., a subsidiary of Merck & Co., Inc. with its address at 1 Merck Drive, Whitehouse Station, New Jersey 08889 USA.

2. Article 4B (Clinical Trial Approvals) is replaced in its entirety with the following paragraph:

   The form of the informed consent for the Study must be approved in advance by Sponsor. In the event the IRB requires changes in the Protocol or informed consent, Sponsor shall be advised in advance and all modifications to the Protocol and

informed consent must be approved in advance 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.

3. Article 6C (Study Term and Enrollment Cap) is replaced in its entirety by the following paragraph:

C. In the event of any termination or expiration of this Agreement:

(i) upon providing or receiving a notice of termination of this Agreement, Institution shall stop enrolling patients in the Study and shall in accordance with Sponsor's instructions cease conducting the Study;

(ii) Institution shall return to Sponsor, at Sponsor's reasonable expense, all unused Sponsor provided materials, including but not limited to, Study Drug and equipment (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);

(iii) except in the event of termination because of a Material Breach by Institution or Principal Investigator, and unless otherwise specified in writing between the parties, the total sums payable by Sponsor pursuant to this Agreement shall be 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 portion of funds previously provided by Sponsor under the terms of this Agreement being refunded to Sponsor;

(iv) in the event of termination as a result of a Material Breach by Institution or Principal Investigator, 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

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

Principal Investigator may deviate from the Protocol if such deviation is necessary for subject safety, provided Sponsor is notified as soon as possible under the circumstances.

5. Article 6(D) is amended by moving the word "and" from the end of subsection (vii) to the end of subsection (viii) and adding the following text as a new subsection (ix) after subsection (viii):

"(ix) complying with reporting obligations of adverse events as outlined in Article 13."

6. Article 8 (Cost and Payment) is replaced in its entirety by the following paragraph:

The budget for the Study is attached as an exhibit to each Protocol Agreement and incorporated into this Agreement by reference. The payment(s) set forth in such budget are acknowledged by the parties hereto to be adequate consideration for the work undertaken hereunder. The payments from Sponsor for the services provided by Institution and Principal Investigator hereunder (i) represent the fair market value for such services, (ii) were negotiated in an arm's length transaction, and (iii) have not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties. For work performed or expenses incurred that Sponsor is obligated to make payment on, Institution and Principal Investigator will not seek additional reimbursement from another source.

7. Article 11 (Clinical Supplies) is replaced in its entirety by the following paragraph:

As applicable for the Protocol, Sponsor shall make available sufficient quantities of Study Drug (and placebo, if applicable) free of charge 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 the Study Drug and any other Sponsor provided materials, including but not limited to equipment, in accordance with the Protocol and any applicable laws and regulations relating thereto. Institution and Principal Investigator will not use for any other purpose or conduct any other research activities with the Study Drug provided under this Agreement or the materials provided under this Agreement than that stated in the Protocol. All unused Study Drug and Sponsor provided materials will be returned to Sponsor at Sponsor's reasonable expense by Institution or Principal Investigator 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 Study Drug or Sponsor provided material is given, Institution or Principal Investigator shall provide Sponsor with documentation of the method of destruction. Sponsor shall own all right, title and interest in any and all material purchased or provided at the expense of Sponsor under this Agreement.

8. Article 12G (Subject Injury) is replaced in its entirety by the following paragraph;

If a Study subject suffers an adverse drug experience resulting directly from administration of the Study Drug or the control drug or a properly performed procedure required by the Protocol Sponsor will provide reimbursement for the reasonable costs of medical treatment.

9. Article 13 (Subject Safety) is amended to add the following sentence at the end of the paragraph:

At Institution and/or Principal Investigator's request, Sponsor agrees to provide Institution and/or Principal Investigator routine study related safety data reports as necessary and required for the site's IRB approval and renewal, and data monitor committee recommendations for study continuation.

10. Article 16 (Assignment) is replaced in its entirety by the following paragraph:

The rights and obligations of Institution and Principal Investigator under this Agreement and any Protocol Agreement may not be assigned or subcontracted to others without Sponsor's prior written consent and any attempted assignment or delegation in violation hereof shall be void. Institution and Principal Investigator shall ensure that all third parties who provide services on behalf of Institution or Principal Investigator comply with the terms and conditions of this Agreement. Sponsor may assign this Agreement and any Protocol Agreement to an affiliated company without the prior consent of Institution or Principal Investigator but shall use reasonable efforts to provide Institution with notice of such assignment. Notwithstanding any such assignment by Sponsor, Sponsor shall remain liable for all of its obligations under this Agreement.

11. The term "secrecy agreement" is hereby stricken through the Agreement (e.g. Article 9, Confidentiality) and replaced with "confidential disclosure agreements".

12. The term "Addendum" is hereby stricken throughout the Agreement and replaced with the term "Protocol Agreement".

13. Exhibit A to the Agreement, "Addendum to Master Clinical Trial Research Agreement," is hereby stricken and replaced with the attached Exhibit A, "Protocol Agreement to Master Clinical Trial Research Agreement."

13. All other terms and conditions of the Agreement, as previously amended, are hereby confirmed and shall remain in full force and effect. In the event of any conflict with the provisions of this Amendment and any provision of the Agreement, the provisions of this Amendment shall control.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Parties have caused this Amendment #1 to be executed by their duly authorized representatives as of the last date written below.

THE UNIVERSITY OF TEXAS
HEATH SCIENCE CENTER AT TYLER

By: _____

Name: David Anderson

Title: Director of Pre-Award Services

Date: 4/10/13

MERCK SHARP & DOHME CORP.

By: _____

Name: PAUL KIM

Title: VP

Date: 4-4-2013

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON

By: _____
Karen S. Niemeier

Name: Assistant Director, Contracts
Office of Sponsored Projects

Title: _____

Date: 4/18/2013

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____

Name: Bill Catlett

Title: Director, Office of Industry Engagement

Date: APR 2 4 2013

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

By: _____

Name: Jane A. Youngers

Title: Assistant Vice President for
Research Administration

Date: 4-26-2013

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

By: _____

Name: Angela R. Charboneau Wishon, J.D.

Title: Vice President for
Research Administration

Date: 5-8-2013

THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON

By: _____

Name: Susan E. Ramsey

Title: Manager of Research Operations

Date: May 8, 2013

THE UNIVERSITY OF TEXAS M. D.
ANDERSON CANCER CENTER

By: _____

Name: Jaime Farias, MBA

Title: Assistant Director, Sponsored Program

Date: 5/9/13

27Mar2013

Reviewed and Approved by
UTMDACC Legal Services for
UTMDACC Signature:
Jtitle #37569

EXHIBIT A

PROTOCOL AGREEMENT TO MASTER CLINICAL TRIAL RESEARCH AGREEMENT

This Exhibit A hereby serves as a Protocol Agreement 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: [which shall be provided free of charge to Institution for use in the Study]

Protocol Title:

("Exhibit B" attached hereto and incorporated herein)

Principal Investigator:

The Study budget is attached hereto as Exhibit C and incorporated herein.

Notice:

To Institution: [Insert applicable Institution notice information]

To Sponsor: Sponsor name and address
Attn.: Project Physician/Director Name

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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 Protocol Agreement 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]	MERCK SHARP & DOHME CORP.
BY_____	BY_____
NAME_____	NAME_____

TITLE_____ TITLE_____

DATE_____ DATE_____

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

_____

Principal Investigator

DATE_____

EXHIBIT B
(Protocol)

EXHIBIT C
(Budget)