

**FIRST AMENDMENT TO THE MASTER
CLINICAL TRIAL AGREEMENT**

This First Amendment ("First Amendment") effective as of May 31, 2012 hereby amends the Master Clinical Trial Agreement dated March 16th, 2009 between The University of Texas Health Science Center at San Antonio, The University of Texas Health Science Center at Houston, The University of Texas Southwestern Medical Center, The University of Texas Medical Branch at Galveston, The University of Texas Health Science Center at Tyler and The University of Texas at Austin, (individually and collectively referred to as an "Institution") and Hoffmann-La Roche Inc. and Roche Laboratories Inc. (each referred to as "Roche") (the "Master Agreement") (each a "Party" and collectively the "Parties").

WHEREAS, the Parties desire to amend the terms of the Master Agreement as set forth below primarily to acknowledge that Genentech, Inc. is now an Affiliate of Roche:

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto promise and agree as follows:

1. All capitalized terms not defined herein have the same meaning as those in the Master Agreement.
2. Section 1(A) of the Master Agreement is amended to replace "(the "Compound")" with "(the "Compound or Investigational New Drug")".
3. Section 1(B) of the Master Agreement is deleted in its entirety and the following inserted in lieu thereof:

"For each Study in which Institution shall participate, a Work Order (also referred to as a SOW), in the form attached as "Attachment A-1" dated May __, 2012, shall (a), be prepared by Roche (b) also have attached to it as Schedule 1 "Study Budget and Payment Terms" thereto a copy of the subject Study protocol (the "Protocol") and (c) be executed by both Roche and Institution. Each Work Order shall be subject to the terms of this Agreement and any statement in a Work Order which is inconsistent with this Agreement is superseded by this Agreement, unless the statement in the Work Order references the statement or section in this Agreement and the intent to supersede it for the purpose of the specific Study conducted pursuant to that Work Order. Each Work Order is incorporated herein upon execution by both Roche and Institution. If any term of a Work Order conflicts with any term of the Protocol, the terms of the Work Order will govern and control."

4. Attachment A entitled "Work Order" of the Master Agreement is deleted in its entirety and is replaced with Attachment A-1 entitled "SOW # _____ or Work Order # _____" dated May ____, 2012, attached hereto.
5. Schedule 1 "Principal Investigator's Certification" is hereby deleted in its entirety.
6. Schedules 2 "Protocol" and Schedule 3 "Budget" of the Master Agreement are hereby deleted and replaced in their entirety with Schedule 1 (attached hereto) entitled "Schedule 1 to SOW # _____, Study Budget and Payment Terms (Sample)".

For avoidance of doubt:

- a. Attachment 1 is hereby renamed Attachment A-1
 - b. Schedule 1 to Work Order, Principal Investigator's Certification is deleted in its entirety and replaced with Schedule 1 to SOW # _____, Study Budget and Payment Terms
 - c. Schedule 2 To Work Order, Protocol is deleted in its entirety
 - d. Schedule 3 To Work Order, Budget is deleted in its entirety
7. New Section 1(C) of the Master Agreement is added to the end of Section 1 as follows:

(C) Contract Research Organization (CRO), if identified in the Work Order, shall mean the organization hired and duly authorized by Roche or its Affiliate to carry out certain obligations of Roche consistent with the terms of this Agreement and of the conduct of the Study. Further, such CRO, if identified in the Work Order, has been duly authorized to negotiate and sign the Work Order on behalf of Roche or its Affiliate. If a CRO is identified in the Work Order, any reporting or notice obligation of Institution under this Master Agreement shall be provided to CRO and CRO shall be permitted access to Institution's records (during regular business hours) for the performance of monitoring and other authorized activities permitted by this Agreement after giving Institution sufficient advance written notice of such requested access. Any rights of access to Institution's facilities granted to Roche under this Master Agreement shall be subject to Institution's reasonable measures for purposes of confidentiality, safety, and security, and will further be subject to compliance with Institution's premises rules that are generally applicable to all personnel at Institution.

8. Section 2(C) of the Master Agreement is amended to delete the reference to Genentech, Inc. Institution acknowledges that Roche has advised Institution that Genentech, Inc. is now an Affiliate of Roche as that term is defined in the Master Agreement. Specifically, Section 2(C) is revised as follows:

(C) "Control," as per (B)(a) to (B)(c) above, is defined as owning more than fifty percent of the voting stock of a company or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization. With respect to Roche, the term "Affiliate" (a) shall include Genentech, Inc., 1 DNA Way, South San Francisco, California 94080-4990, U.S.A. ("Genentech") and (b) shall not include Chugai Pharmaceutical Co., Ltd., 1-9 Kyobashi 2-chome, Chuo-ku, Tokyo, 104-8301, Japan ("Chugai"), unless Roche opts for such inclusion of Chugai by giving written notice to Institution.

9. New Section 2(D) of the Master Agreement is added to Section 2 as follows:

(D) "Roche Group" means Genentech Inc., its parent company, Roche Holdings, Inc., and their affiliated entities, including Hoffmann-La Roche Inc., F. Hoffmann-La Roche Ltd, and Roche Products Ltd.

10. Section 4 "Payment" of the Master Agreement is amended by (a) replacing "(Attachment A)" with "(Attachment A-1)" in the second line; (b) replacing "Schedule 3" found at the beginning of the third line with "Schedule 1 to SOW # ____"; and (c) adding the following sentence at the end of the text of Section 4:

"Compensation to Institution may also include the provision and/or reimbursement for reasonable meals provided to the Principal Investigator and/or Study staff and/or Project Participants (as defined in Section 3(D)) in connection with the conduct of each Study."

11. Section 6(B) of the Master Agreement is deleted in its entirety and the following inserted in lieu thereof:

(B) "Confidential Information" shall mean (i) any and all information (scientific or business), data, know-how, whether written or oral, technical or non-technical, as well as tangible materials, including without limitation samples, models, drawings, or diagrams, information obtained through password protected websites, and protocols and information relating to upcoming studies in which Institution is considering participating which Institution receives from Roche or on behalf of Roche or its Affiliates, and (ii) case reports and any other data or information resulting from the Study.

12. Section 14 of the Master Agreement is amended by deleting old Section (H) and replacing it with (H) below and adding new Section 14 14(I) to read as follows:

- (H) Institution and Roche, in accordance with its obligations under 21 C.F.R. 312.32(c) and 21 C.F.R. 312.55(b), will promptly notify each other upon identifying any aspect of a Protocol, including information discovered during site monitoring visits, or the Study results that is likely to or will materially:
- (i) adversely affect the safety, well-being, or medical care of current or former Study subjects, or
 - (ii) adversely affect the willingness of Study subjects to continue participation, or
 - (iii) adversely influence the conduct of the Study, or
 - (iv) alter the IRB's approval to continue the Study.

Institution shall promptly notify the IRB of any such events. When Study subject safety or medical care is likely to or will be directly and materially affected by such findings, Institution will notify Study subjects in accordance with its IRB policies.

- (I) If a Study subject suffers an adverse reaction or injury resulting directly from the administration of the Compound or from the conduct of the Study, but only to the extent such expenses are not directly attributable to a material failure to adhere to the terms of the Protocol and/or to the negligence or misconduct of the Institution or Principal Investigator, Roche or its Affiliate shall reimburse Institution for the reasonable costs of medical treatment necessary to treat or stabilize such adverse reaction or injury. Institution may arrange for or provide immediate medical treatment for any research related injury under this Agreement. Institution agrees that it and the Principal Investigator will not seek or collect, and will not assist the Study subject in seeking or collecting, reimbursement from any health insurance plan, PPO, or governmental medical plan or other government-provided health coverage available to the subject for any medical expenses paid by Roche or its Affiliate. This paragraph is not intended to create any contractual rights for subjects participating in the Study.

13. Section 15 is amended to (a) delete the heading "**Debarment Certification, Principal Investigator's Certification**", (b) replace the heading with "**Debarment Certification**" and (c) delete Section 15(D) in its entirety.

14. Section 16(A) of the Master Agreement is deleted in its entirety and the following inserted in lieu thereof:

(A) Record Retention. Institution shall maintain all records relating to a Work Order, including, but not limited to, subject consent forms, for at least a period of time required by applicable law, but no less than fifteen (15) years following completion of a Study at all Sites at Roche's sole expense. Roche shall reimburse Institution for the storage costs of such records retained beyond the period required by applicable law.

15. Section 19 "**Compliance with Law**" is amended by denoting the first paragraph of this section as subsection "(A)". In addition, the following paragraphs shall be added as new subsections (B) and (C) and (D), respectively:

(B) Institution and Principal Investigator shall obtain informed consent of the subjects participating in the Study in accordance with 21 C.F.R. Part 50. Further Institution shall obtain Institutional Review Board (IRB) review and approval of the Protocol including the informed consent form in accordance with 21 C.F.R. Part 56. Institution shall supply Roche with evidence of IRB approval of the Protocol and the informed consent form, a copy of the IRB-approved informed consent form and a copy of any modified informed consent form later approved by the IRB. Institution agrees not to begin enrolling subjects until the consent form has been reviewed and approved by Roche.

(C) For each Study, if at any time during the term of the applicable Work Order or during the two (2) years thereafter, any Principal Investigator or subinvestigator is a member of a committee that set formularies or develops clinical guidelines, Institution shall request that such Principal Investigator or subinvestigator discloses to the committee the nature and existence of his or her relationship with Roche.

(D) For each Study, Institution shall submit to Roche for pre-approval all advertisements or public solicitations for subject enrollment into each Study at least thirty (30) days prior to publication or broadcast thereof. Institution agrees to make changes requested by Roche that, in Roche's opinion, are required for compliance with applicable federal and state laws, regulations, and guidelines. Institution will be responsible for obtaining IRB approval, where required, of final Roche-approved advertisements or public solicitations.

16. A new Section 33 is added as follows:

33. Financial Disclosure

With the signing of each SOW or Work Order, the Institution hereby certifies and agrees that each Principal Investigator (which includes Investigator's spouse and dependent children, as defined in 21 C.F.R. Part 54) and each subinvestigator (which includes subinvestigator's spouse and dependent children as defined in 21 C.F.R. Part 54) will provide Roche or the applicable Roche Affiliate with a copy of the Certification/Disclosure Form: Financial Disclosure by Clinical Investigators (the "Financial Disclosure Form") fully completed and signed by each such Principal Investigator or subinvestigator, as the case may be; and no Principal Investigator or subinvestigator may participate in the Study unless he or she has first provided Roche or the applicable Roche Affiliate with a completed and signed Financial Disclosure Form as required herein. Institution further certifies and agrees that all such forms will be promptly updated, by delivery of a newly completed form to Roche or the applicable Roche Affiliate, as necessary to maintain their accuracy and completeness during the term of the each applicable Study and for one (1) year following completion of the applicable overall Study pursuant to 21 C.F.R. Part 54. Institution will advise each Principal Investigator and each subinvestigator to assist Roche or the applicable Roche Affiliate and any agent or designee of Roche, upon written request, in obtaining any reasonable information and executing any documents necessary from Principal Investigator or any subinvestigator to fully comply with 21 C.F.R. Part 54, or any rules or regulations thereunder. Failure to provide the Financial Disclosure Forms required herein could result in non-participation in the Study. Financial Disclosure Forms are subject to review by Roche or the applicable Roche Affiliate, including its agents and/or designees, and by governmental and regulatory agencies.

17. Exhibit 1 "Administrative Contact Person and Address for Each Institution" is deleted in its entirety and replaced with the Revised Exhibit 1 attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date first written above.

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

By: Jane Youngers

Name: Jane A. Youngers

Title: Asst VP Research Admin

Date: 06-15-12

HOFFMANN-LA ROCHE INC.

By: Susan Griffing

Name: Susan Griffing

Title: TA Lead for Oncology

Date: 6/25/12

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT
GALVESTON

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
TYLER

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date first written above.

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

HOFFMANN-LA ROCHE INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT
GALVESTON

By: 

By: _____

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

Name: _____

Title: Vice President for
Research Administration

Title: _____

Date: 5-10-2012

Date: _____

THE UNIVERSITY OF TEXAS AT AUSTIN

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
TYLER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date first written above.

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

HOFFMANN-LA ROCHE INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____


Date: _____

Date: _____

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT
GALVESTON

By: _____

By: 

Name: _____

Name: **Susan E. Ramsey, CRA**
Manager of Research Operations

Title: _____

Title: _____

Date: _____

Date: 6/18/12

THE UNIVERSITY OF TEXAS AT AUSTIN

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
TYLER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date first written above.

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

HOFFMANN-LA ROCHE INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT
GALVESTON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THE UNIVERSITY OF TEXAS AT AUSTIN

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
TYLER

By: 

By: _____

Name: BILL CATLETT

Name: _____

Title: DIRECTOR, OIE

Title: _____

Date: 09 MAY 12

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date first written above.

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

HOFFMANN-LA ROCHE INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT
GALVESTON

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____


Date: _____

Date: _____

THE UNIVERSITY OF TEXAS AT AUSTIN

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
TYLER

By: _____

By: 

Name: _____

Name: Conna Sutton
Director, Pre-Award Services

Title: _____

Title: _____

Date: _____

Date: 5/10/2012

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON

By: Kathy Bradley

Name: Kathryn A. Bradley
Title: Assistant Director, Contracts
Office of Sponsored Projects

Date: 5/15/12

Revised Exhibit 1

Administrative Contact Person and Address for Each Institution

<p>Bill Catlett Director Office of Industry Engagement The University of Texas at Austin P.O. Box 7727 Austin, Texas 78713-7727</p> <p>Overnight address: 101 E. 27th Street North Office Bldg. A (NOA), Suite 5.200 Austin, TX 78712</p> <p>Phone: 512-471-6424 Fax: 512-471-6564</p> <p>Tax ID: 74-600023</p>	<p>Angela R. Charboneau Wishon, J.D. Vice President for Research Administration The University of Texas Southwestern Medical Center 5323 Harry Hines Blvd. Dallas, Texas 75390-9105</p> <p>Phone: 214-648-4494 Fax: 214-648-4474</p> <p>Tax ID: 75-6002868</p>
<p>Jane A. Youngers Assistant Vice President for Research and Sponsored Programs The University of Texas Health Science Center at San Antonio 7703 Floyd Curl Dr, Mail Code 7828 San Antonio, TX 78229-3900</p> <p>Phone: 210-567-2340 Fax: 210-567-2344</p> <p>Tax ID: 74-1586031</p>	<p>Kathryn Bradley Assistant Director, Contracts Office of Sponsored Programs The University of Texas Health Science Center at Houston 7000 Fannin Street, Suite 1006 Houston, TX 77030</p> <p>Phone: 713-500-3073 Fax: 713-383-3746</p> <p>Tax ID: 74-1761309</p>
<p>Conna Sutton Director, Office of Pre-Award Services The University of Texas Health Science Center at Tyler 11937 U.S. Hwy. 271 Tyler, TX 75708-3154</p> <p>Phone: 903-877-7585 Fax: 903-877-7558</p> <p>Tax ID: 75-6001354</p>	<p>Susan Ramsey Manager of Research Operations The University of Texas Medical Branch at Galveston Office of Sponsored Projects 301 University Boulevard 4.400 Rebecca Sealy Hospital Galveston, TX 77555-0156</p> <p>Phone: 409-266-9413 Fax: 409-266-9469</p> <p>Tax ID: 74-6000949</p>

Attachment A-1

SOW # ___ or Work Order # ___

This individual SOW # ___ (the "SOW" or "Work Order") is entered into pursuant to and is a part of the Master Clinical Trial Agreement between Hoffmann-La Roche Inc. and The University of Texas Health Science Center at San Antonio, The University of Texas Health Science Center at Houston, The University of Texas Southwestern Medical Center, The University of Texas Medical Branch at Galveston, The University of Texas Health Science Center at Tyler and The University of Texas at Austin, (individually and collectively referred to as an "Institution") effective as of March 16th, 2009, the First Amendment effective March ___, 2012 (collectively the "Master Agreement"), and is effective as of _____ (the "SOW Effective Date"). This SOW is between (Insert name of applicable UT System Institution) and (Insert name of applicable Roche entity). Capitalized terms used in this SOW or Work Order and not otherwise defined will have the same meaning as set forth in the Master Agreement. **[For Roche Affiliates, add the following:** This Work Order is between Institution and (Insert name and address of applicable Roche Affiliate), an Affiliate of Roche as defined in the Master Agreement.]

The Parties hereby agree as follows:

- 1. Scope.** This document constitutes an SOW/ Work Order as defined in the Master Agreement. The Study described in Attachment A-1 to this SOW/Work Order is to be conducted in accordance with the terms and conditions of the Master Agreement.
- 2. Study Terms.** Specific terms for the Study to be conducted pursuant to this SOW/Work Order are as set forth below:

Principal Investigator Name: _____

(Applicable Entity)'s Clinical Leader: _____

Protocol Number and Title:

The Parties agree that the Protocol has been distributed to the Principal Investigator named above.

Compound/Investigational New Drug:

Enrollment Terms:

Enrollment for the overall Study under the Protocol identified above will begin on or about _____. The maximum planned enrollment for this Study by Institution is _____; Institution will not enroll more than this number of Subjects without prior written consent from (applicable Roche entity). (Applicable Roche entity) will notify Institution to cease Subject enrollment if

appropriate overall Study enrollment has been obtained. The overall Study is expected to continue until _____.

3. Study Budget/Payment Terms. The Study budget and payment terms for the Study under this SOW are set forth on Schedule 1 attached hereto and incorporated herein, entitled "Study Budget and Payment Terms".

The Parties agree that the compensation being paid to Institution under this SOW constitutes the fair market value of the services to be provided hereunder. No amounts paid under this SOW are intended to be for, nor shall they be construed as, an offer or payment made in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, or provide a favorable formulary status, for any (insert applicable Roche entity) product or service.

4. Term. The term of this SOW/Work Order will commence on the SOW/Work Order Effective Date and will continue until the earlier of completion of the Study in accordance with the Protocol or termination of this SOW/Work Order in accordance with Section 11 of the Master Agreement.

5. Amendments. No modification, amendment, or waiver of this SOW/Work Order shall be effective unless in writing and signed by a duly authorized representative of each party, in accordance with Section 26 of the Master Agreement.

(INSERT NAME OF APPLICABLE UT SYSTEM INSTITUTION)

APPLICABLE ROCHE ENTITY

Signature: _____
Printed Name: _____
Title: _____

Signature: _____
Printed Name: _____
Title: _____

Read and Acknowledged:

Principal Investigator:

Printed Name: _____
Signature: _____

SCHEDULE 1 to SOW # _____

Study Budget and Payment Terms

1. The following payments will be made based on the payment schedule below.
(All payments referenced herein are inclusive of overhead)

(Insert applicable Roche entity) agrees to make payments to Institution of up to \$ _____ for the items and procedures required by the Protocol in accordance with the budget attached as Table 1. This amount is based on payments of up to \$ _____ per Study subject enrolled, assuming an enrollment of [] subjects. For subjects who do not complete all visits as set forth in Table 1, payments relating to such subjects will be prorated accordingly. In no event shall the total amount payable to the Institution exceed \$ _____ for the activities performed pursuant to this Agreement.

Payments will be made according to the following schedule provided that the Institution has provided (insert the applicable Roche entity) with a completed Taxpayer Identification Request Form (W-9 Form):

- a. Payments will be made to Institution on a calendar quarterly basis, based on subject Study visits or submission of completed Case Report Forms or Case Report Form Modules, as applicable, that occurred in the previous calendar quarter. For the purpose of the Master Agreement and the SOW/Work Order, "Completed Case Report Form" includes all Completed Case Report Form Modules for an individual subject (i) that has been completed in accordance with all Food and Drug Administration ("FDA") and Study requirements; and (ii) that is for a subject who properly qualified, participated in and completed the Study in accordance with Study requirements.
 - b. Ten percent (10%) of each payment specified in subsection a above shall be held until the end of the Study and included in the final payment.
 - c. The final payment will be made after (insert applicable Roche entity) has received copies of all completed Case Report Forms ("CRFs") for each of the Study subjects participating in the Study at Institution with all queries resolved.
2. Payments to be made following (insert applicable Roche entity)'s receipt of a reasonably detailed invoice.
(All payments referenced herein are inclusive of overhead)

- a. (Insert applicable Roche entity) will reimburse Institution \$ _____ for Study start-up costs for time spent on IRB and regulatory document preparation and submission, pharmacy set-up, staff training and Protocol review. This

amount shall be non-refundable to the extent it has been expended for costs actually and reasonably incurred pursuant to this Statement of Work.

b. (Insert applicable Roche entity) will reimburse Institution up to \$_____ for IRB review fees in connection with the Study. If additional IRB review fees are incurred by Institution greater than \$_____, (insert applicable Roche entity) will pay such fees if reasonable.

If Institution will be using the central IRB designated by (insert applicable Roche entity) for the overall Study, (applicable Roche entity) will pay Institution's IRB fees directly to the central IRB and will not reimburse Institution for IRB fees incurred in connection with the Study.

c. For those subjects who have signed an informed consent, undergone all screening procedures pursuant to the Protocol and are subsequently not eligible for the Study ("Screen Failures"), (insert applicable Roche entity) will reimburse Institution for up to [insert #] Screen Failures at a rate of \$___ per Screen Failure, which represents Institution's personnel costs and screening procedures. In the event Institution reaches this maximum number of Screen Failures, Institution shall contact (insert applicable Roche entity) for authorization prior to continuing screening.

d. (insert applicable Roche entity) will pay for or, at its election, reimburse reasonable travel and lodging expenses (air travel must be by means other than first or business class) for the Investigator or other Institution personnel to attend Study-related meetings at (insert applicable Roche entity)'s request.

e. Invoices shall reference the Investigator's name, Protocol number and be sent to:

[insert Roche contact name]
[insert Roche contact address]

TABLE 1

Protocol: [insert protocol]
 Study Center: [insert Study Center]
 Investigator: [insert Investigator]
 Contract # [insert contract #]

STUDY PHASE STUDY (CYCLE or WEEK) [DAY or VISIT #]	Screening	Treatment				Study Completion/ Early Termination
PROCEDURE COSTS						
Informed consent	x					
Complete physical examination (includes demographics, medical history, baseline conditions, weight, height, vitals)	x					x
Limited physical examination (includes weight, height, vitals)		x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
	x	x	x	x	x	x
Central Labs (list here): Blood Draw, Sample Collection of Specimens (Includes Prep and Processing)	x	x	x	x	x	x
NON-PROCEDURE COSTS						
Investigator	x	x	x	x	x	x
Study Coordinator/Nurse	x	x	x	x	x	x
Data Management	x	x	x	x	x	x
Total Cost Per Subject	0.00	0.00	0.00	0.00	0.00	0.00
Overhead Costs (25%)	0.00	0.00	0.00	0.00	0.00	0.00
Total Cost per Visit including Overhead	0.00	0.00	0.00	0.00	0.00	0.00
Total Cost per Subject including Overhead	0.00					

INVOICED ITEMS:	Unit Cost (including OH)	No. of Items	No. of Subjects	Total Cost for Item
IRB pass-through Review Fee	\$0	1	0	\$0
Start Up Fee (includes document preparation, pharmacy set-up, staff training and Protocol review)	\$0	1	0	\$0
Screen Failure Allowance	\$0	1	0	\$0
	\$0	1	0	\$0
	\$0	1	0	\$0
	\$0	1	0	\$0
	\$0	1	0	\$0
	\$0	1	0	\$0
Total for Invoiced Items				\$0.00
Total For All Subjects	[enter total]	n/a	[#]	#VALUE!
MAXIMUM COMPENSATION FOR THE STUDY				#VALUE!

"soc" = standard of care procedure, not reimbursed by Genentech; Subject and/or third-party payor responsible for payment
 "Invoice" = Invoiced items will be reimbursed by Genentech under terms in Exhibit A
 All costs above include overhead.
 Payments will be prorated based on number of visits completed; visit payments will be based upon CRFs completed.
 Per Subject totals include all Subject procedure and non-procedure related costs unless otherwise noted in Table 1.