Boehringer Ingelheim

MASTER CONFIDENTIAL DISCLOSURE AGREEMENT

This Master Confidential Disclosure Agreement ("Master CDA") is made and entered into as of the final signatory date below (the "Effective Date") by and between BOEHRINGER INGELHEIM PHARMACEUTICALS, INC. with offices at 900 Ridgebury Road, Ridgefield, Connecticut 06877 (hereinafter referred to as "BIPI") and **The University of Texas Health Science Center at San Antonio; The University of Texas Health Science Center at Houston; The University of Texas Health Science Center at Tyler; The University of Texas Medical Branch at Galveston; The University of Texas Southwestern Medical Center; The University of Texas at Austin; The University of Texas Rio Grande Valley; and The University of Texas M. D. Anderson Cancer Center** (hereinafter referred to as "Institution" or collectively, "Institutions") each having a place of business as attached in Appendix A; and each a member institution of The University of Texas System (hereinafter referred to as "System"), having a place of business at 201 West 7th Street, Austin, Texas 78701.

BACKGROUND

Whereas, BIPI is a pharmaceutical manufacturer that is in the business of research and development, including conducting clinical trials (each, a "Trial" and collectively the "Trials"), as well as manufacturing and marketing prescription pharmaceuticals (the "Products"); and

Whereas, BIPI seeks to engage the services of duly qualified research organizations and investigators to conduct the Trial and may, from time to time, consider engaging the services of Institution and one of Institution's employees or agents to conduct a Trial; and

Whereas, The University of Texas System Clinical Trials Network ("CTX") is wholly owned by System, thereby entitling CTX to review individual Trials under this Master CDA;

Whereas, Institutions each operate a facility engaged in research activities and services including the creation, implementation and documentation of clinical research, testing and trials and may consider participating as a site for the conduct of a Trial; and

Whereas, Institution engages employees and/or agents to conduct medical research on its behalf, and one such employee or agent ("Physician") may, from time to time, consider serving as the principal investigator on behalf of Institution as part of a Trial under review by Institution; and

WHEREAS, the Parties agree that, in order for BIPI to more fully evaluate Institution's and Physician's capability to participate in a particular Trial and in order for Institution to be able to determine whether it wishes to participate in a particular Trial ("Purpose"), it may be necessary for a party ("Disclosing Party"), either directly or through one or more of its Affiliates, to disclose to another party ("Receiving Party") certain information pertaining to the Purpose which it considers to be secret, proprietary and confidential.

NOW, THEREFORE, in consideration of mutual promises, Disclosing Party and Receiving Party (each, a "Party" and collectively, the "Parties") agree as follows:

1. For purposes of this Master CDA:

   1.1. "Confidential Information" means any and all information, materials, know-how and data, technical or non-technical, relating to the Purpose, which is disclosed (whether in writing, orally or via electronic means [e.g., via email]) under this Master CDA by Disclosing Party or any Affiliate to Receiving Party and which the Disclosing Party considers to be proprietary and confidential. Confidential Information shall include all information relating to a Trial, including, but not limited to, plans, processes, communications, compounds, chemical structures, formulations, protocols, specifications, analyses, production and quality control data, clinical data, research data, testing data, marketing and financial data, product, packaging, and samples.

   1.2 "Affiliate" means a corporation or business entity which, directly or indirectly, is controlled by, controls, or is under common control with Disclosing Party. For sake of clarity, The University of Texas System Clinical Trial Network (Clinical Trials Express; CTX) is an Affiliate under this Master CDA.

2. This Master CDA shall apply to such Trials as BIPI authorizes Institution and/or Physician to review and which Institution accepts for review in a Description of Trial (hereinafter "DOT"), substantially in the format attached hereto as Exhibit A. Each DOT shall be executed or delivered on behalf of each of the Parties hereto, whereupon it shall be deemed incorporated into this Master CDA by reference as though fully set forth herein. In the event any provision contained in this Master CDA conflicts with any part of a DOT, the provisions set forth in this Master CDA shall take precedence. CTX is an Affiliate of System, and is therefore permitted to review any DOT executed under this Master CDA for the sole purpose of identifying Trials that CTX may arrange through CTX.

3. Receipt and evaluation of Confidential Information by Receiving Party under this Master CDA may begin on the Effective Date and continue for a period of five (5) years from the Effective Date (the "Term"), unless terminated on thirty (30) days' written notice by System or BIPI. The term of each DOT shall be defined within the DOT. The termination or expiration of this Master CDA shall not terminate any active DOTs. For the avoidance of doubt, the expiration or termination of a DOT shall not terminate this Master CDA.

4. During the Term and for five (5) years from the effective date of each DOT, Receiving Party shall not use any Confidential Information except for the Purpose.

5. During the Term and for five (5) years from the effective date of each DOT, Receiving Party agrees to take reasonable steps to prevent the unauthorized disclosure of the Confidential Information to any third party. Receiving Party shall limit access to the Confidential Information only to those officers, scientific and institutional review board members and employees of Receiving Party who require said information for the Purpose. Receiving Party will ensure that each such officer, employee or consultant, including but not limited to Physician, is aware of the obligation of confidentiality required by this Master CDA and is bound by confidentiality obligations at least as onerous as those set forth in this Master CDA.

6. Receiving Party shall be relieved of the obligations imposed by this Master CDA with respect to Confidential Information which:

1) was known to Receiving Party prior to its receipt from Disclosing Party as evidenced by Receiving Party's written records; or

2) at the time of disclosure to Receiving Party was generally available to the public or which after disclosure becomes generally available to the public through no fault attributable to Receiving Party in breach of this Master CDA; or

3) after disclosure by Disclosing Party to Receiving Party is made available to Receiving Party for use or disclosure by a third party having the legal right to do so; or

4) Disclosing Party has agreed, in writing, to release from the terms of this Master CDA; or

5) was independently developed by Receiving Party.

Receiving Party shall also be relieved of its obligations imposed by this Master CDA to the extent that the Receiving Party is required by law or judicial decree to disclose Confidential Information. Receiving Party shall, to the extent practicable, promptly notify Disclosing Party of such requirement (e.g., Receiving Party's receipt of a subpoena) and make known to the respective government or court officials the proprietary nature of said information and shall make any applicable claim of confidentiality with respect thereto. Receiving Party shall also reasonably assist Disclosing Party in its efforts to intervene in any such proceeding in order to safeguard such Confidential Information.

7. Any and all Confidential Information shall remain at all times the property of Disclosing Party. Receiving Party shall destroy or return to Disclosing Party, as requested, all documents constituting Confidential Information and all samples constituting Confidential Information, except that Receiving Party may retain one archival copy of each document constituting Confidential Information for the sole purpose of enabling Receiving Party to determine the scope of its continuing obligation of confidentiality under this Master CDA.

8. All rights in the Confidential Information provided to Receiving Party including, without limitation, the right to apply for intellectual property rights in its own name, are and shall remain vested exclusively in Disclosing Party. Receiving Party shall not derive, reduce to practice, make or develop any information, inventions, innovations, ideas, discoveries, or products (whether copyrightable, patentable or not), suggestions, communications, data, reports, or results as a result of its review or use of the Confidential Information, except for internal communications and reports pursuant to, and in connection with, the Purpose. Receiving Party is reviewing Disclosing Party's Confidential Information for the sole purpose of determining its interest in participating in, conducting or sponsoring the Trial. The Confidential Information is not to be used by Receiving Party outside the scope of this Master CDA.

9. The Parties undertake to protect Confidential Information (including but not limited to patent-relevant, scientific or technical information) against unauthorized access by third parties. If Confidential Information is communicated via internet mail, use of internet mail encryption technology is compulsory (for direct communication between the Parties, Disclosing Party provides for a suitable technology at http://guides.boehringer-ingelheim.com free of charge). Without limiting the foregoing, any failure by Disclosing Party to use such Internet mail encryption technology in its communication of any Confidential Information shall not affect the confidential and proprietary nature of such information. Rather, such information shall continue to be Confidential Information and subject to the restrictions of this Master CDA.

10. Nothing contained in this Master CDA shall be construed, by implication or otherwise, as an obligation for a Party to enter into any further agreement with another, or as a grant of a license to use any Confidential Information disclosed other than for discussions or evaluations relevant to the Purpose.

11. Receiving Party recognizes that any disclosure of any Confidential Information may result in irreparable harm to Disclosing Party that may not be calculated or fully or adequately compensated by the recovery of damages. As a result, Disclosing Party shall, in addition to any other relief available to it, be entitled to seek the remedy of injunction without having to establish the inadequacy of any other remedy available to it.

12. Receiving Party agrees and understands that the Confidential Information provided by Disclosing Party under this Master CDA are subject to United States laws and regulations, which may restrict exports, re-exports or other transfers to other countries and parties. Receiving Party agrees that no materials or information provided to Receiving Party under this Master CDA will be exported re-exported, transferred or disclosed contrary to the applicable laws and regulations of the United States, or to any country, entity or other party which is ineligible to receive such items under U.S. laws and regulations, including the regulations of the U.S. Department of Commerce and the U.S. Department of Treasury. Receiving Party agrees and understands it shall be solely responsible for: (i) complying with applicable laws and regulations; and, (ii) monitoring any modifications to them.

13. This Master CDA supersedes all prior negotiations, undertakings, agreements and arrangements with respect to the subject matter hereof, whether written or oral.

14. Each Party acknowledges and agrees that the terms and conditions of the Master CDA do not constitute a promise or guarantee of participation in a Trial. Institutions and BIPI agree to not begin work on any Trial without first entering into a written DOT.

15. This Master CDA, together with any applicable DOTs, shall constitute the entire understanding between the Parties with respect to the Confidential Information. This Master CDA may be amended or superseded only by a subsequent written agreement of the Parties, provided however that any definitive agreement which contains a confidentiality provision which applies to the Confidential Information disclosed pursuant to this Master CDA shall be deemed to supersede the terms of this Master CDA with respect to the use and non-disclosure of the Confidential Information.

16. The Parties may execute this Master CDA in two or more counterparts which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any Party who has signed such counterpart. Additionally, the Parties may execute this Master CDA by exchange of signatures sent by facsimile transmission or electronic transmission, including electronically scanned (i.e., PDF). Once signed by all Parties, this Master CDA shall become effective and binding, and such complete facsimile or electronic copy shall be treated the same as an original for all purposes under this Master CDA.

17. System and Institutions are an agency of the State of Texas, and under the Constitution and laws of the State of Texas possess certain rights and privileges, are subject to certain limitations and restrictions, and only have such authority as is granted to them under the Constitution and laws of the State of Texas. Notwithstanding any provision hereof, nothing in this Master CDA is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver or

restriction of any of the rights, remedies, claims, and privileges of the State of Texas. Moreover, notwithstanding the generality or specificity of any provision hereof, the provisions of this Master CDA as they pertain to System and/or Institutions are enforceable only to the extent authorized by the Constitution and laws of the State of Texas; accordingly, to the extent any provision hereof conflicts with the Constitution or laws of the State of Texas or exceeds the right, power or authority of Institutions to agree to such provision, then that provision will not be enforceable against System, Institutions, or the State of Texas.

IN WITNESS WHEREOF, the Parties hereto have caused this Master CDA to be executed as of the date of final signature below.

BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

By: Jeanne T Varrone

Name: Jeanne T. Varrone, M.D.

Title: Vice President Clinical Operations

Date: Nov 1 2016

THE UNIVERSITYOF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: Chris G. Green

Name: Chris G. Green, CPA

Title: Director, Office of Sponsored Programs

Date: 27 October 2016

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

By: _____

Name: _____

Title: _____

Date: _____

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restriction of any of the rights, remedies, claims, and privileges of the State of Texas. Moreover, notwithstanding the generality or specificity of any provision hereof, the provisions of this Master CDA as they pertain to System and/or Institutions are enforceable only to the extent authorized by the Constitution and laws of the State of Texas; accordingly, to the extent any provision hereof conflicts with the Constitution or laws of the State of Texas or exceeds the right, power or authority of Institutions to agree to such provision, then that provision will not be enforceable against System, Institutions, or the State of Texas.

IN WITNESS WHEREOF, the Parties hereto have caused this Master CDA to be executed as of the date of final signature below.

BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITYOF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By: christopher.denman@uth.tmc.edu Digitally signed by christopher.denman@uth.tmc.edu DN: cn=christopher.denman@uth.tmc.edu Date: 2016.10.27 09:50:02 -05'00'

Name: Christopher Denman

Title: Assistant Director, Contracts

Date: 10/27/16

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

By: _____

Name: _____

Title: _____

Date: _____

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IN WITNESS WHEREOF, the Parties hereto have caused this Master CDA to be executed as of the date of final signature below.

BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITYOF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER

By: _____

Name: David Anderson

Title: Director, Sponsored Programs

Date: 10/19/16

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

By: _____

Name: _____

Title: _____

Date: _____

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IN WITNESS WHEREOF, the Parties hereto have caused this Master CDA to be executed as of the date of final signature below.

BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITYOF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: Angela Cook

Name: ANGELA COOK

Title: DIRECTOR, OCR

Date: 17 - OCT - 2016

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

By: _____

Name: _____

Title: _____

Date: _____

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restriction of any of the rights, remedies, claims, and privileges of the State of Texas. Moreover, notwithstanding the generality or specificity of any provision hereof, the provisions of this Master CDA as they pertain to System and/or Institutions are enforceable only to the extent authorized by the Constitution and laws of the State of Texas; accordingly, to the extent any provision hereof conflicts with the Constitution or laws of the State of Texas or exceeds the right, power or authority of Institutions to agree to such provision, then that provision will not be enforceable against System, Institutions, or the State of Texas.

IN WITNESS WHEREOF, the Parties hereto have caused this Master CDA to be executed as of the date of final signature below.

BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITYOF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

By: DocuSigned by: David Ngo C2EF9E23C6664ED...

Name: David Ngo

Title: AVP, Sponsored Programs Administration

Date: 10/24/2016

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____

Name: Mr David Hawkins, Associate Director Office of Sponsored Projects

Title: The University of Texas at Austin

Date: 10/25/2016

THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER

By: _____

Name: Raymond T. Rufer

Title: Managing Legal Officer

Date: 24 October 2016

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____

Name: _____

Title: _____

Date: _____

Reviewed and Approved by
UTMDACC Legal Services for
UTMDACC Signature: _____ 10/24/16

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS M.D. ANDERSON CANCER CENTER

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____

Name: Dr. Miguel A. Gonzalez

Title: Associate VP for Research

Date: October 18, 2016

APPENDIX A

LIST OF INSTITUTION ADDRESSES

David Hawkins Associate Director, Office of Sponsored Projects **The University of Texas at Austin** P.O. Box 7726 Austin, Texas 78713-7726 Phone: 512-471-6424 Fax: 512-471-6564	Angela R. Charboneau Wishon, J.D. Vice President for Research Administration **The University of Texas Southwestern Medical Center** 5323 Harry Hines Blvd. Dallas, TX 75390-9105 Phone: 214-648-6449 Fax: 214-648-4474
Mr. Chris G. Green, CPA Director, Office of Sponsored Programs **The University of Texas Health Science Center at San Antonio** 7703 Floyd Curl Dr, Mail Code 7828 San Antonio, TX 78229-3900 Phone: 210-567-2340 Fax: 210-567-8107 Email: contracts@uthscsa.edu	Christopher Denman Assistant Director, Contracts **The University of Texas Health Science Center at Houston** P.O. Box 20036 Houston, TX 77225 Phone: 713-500-3166 Fax: 713-383-3746 **Overnight address is:** 7000 Fannin Street, Suite 1006 Houston, TX 77030
David Anderson Director, Office of Pre-Award Services **The University of Texas Health Science Center at Tyler** 11937 U.S. Hwy. 271 Tyler, TX 75708-3154 Phone: 903-877-7585 Fax: 903-877-7558 Email: david.anderson@uthct.edu	Angela Cook Director, Office Clinical Research **The University of Texas Medical Branch at Galveston** 301 University Boulevard 4.40 Rebecca Sealy Hospital Galveston, TX 77555-0156 Phone: 409-772-1978
ATTN: Chief Legal Officer **The University of Texas M.D. Anderson Cancer Center** LEGAL SERVICES, Unit 1674 P. O. Box 301407 Houston, Texas 77230-1407 Overnight address is: Legal Services – 1MC11.3433 7007 Bertner Ave Houston, TX 77030-3907	Glorimar Colón, J.D. Research Liaison Officer **The University of Texas Rio Grande Valley** 1201 West University Drive Edinburg, TX 78539 Phone: 956-665-3008

EXHIBIT A

SAMPLE DESCRIPTION OF TRIAL

This Description of Trial ("DOT") dated and entered into on the date last signed below (the "DOT Effective Date"), is made by and between **Boehringer Ingelheim Pharmaceuticals, Inc.,** ("BIPI") having its principal place of business at **900 Ridgebury Rd., Ridgefield, CT 06877**, and _____, ("Institution") having its principal office at _____on behalf of _____ ("Physician") pursuant to and subject to the terms and conditions of the Master Confidential Disclosure Agreement, effective _____, (the "Master CDA") between BIPI and Institution, the terms and conditions of which are incorporated by reference. Any defined terms utilized in this Master CDA but not herein defined shall have the meaning as set forth in the Master CDA.

1. Title of Trial

Study: _____ Compound: _____ (the "Trial").

2. Physician

Physician, [insert Physician's name] is engaged in medical research on behalf of Institution and wishes to consider serving as the principal investigator on behalf of Institution as part of the Trial. Physician has received and reviewed a copy of the Master CDA between BIPI and Institution.

3. Term

Receipt and evaluation of Confidential Information by Receiving Party and Physician under this Agreement concerning the Trial shall begin on the DOT Effective Date and continue until the earliest of: (a) the date the Parties enter into a Clinical Trial Agreement for the Trial, (b) the date the Parties determine that Receiving Party and Physician will not participate in the Trial, or (c) two (2) years after the Effective Date (the "Term") unless terminated on thirty (30) days' written notice by Institution or BIPI.

BOEHRINGER INGELHEIM PHARMACEUTICALS, INC.

By: _____

Name: _____
Title: _____
Date: _____

[INSTITUTION]

By: _____

Name: _____
Title: _____
Date: _____

Read and Understood:
[PHYSICIAN]

By: _____

Name: _____
Date: _____