**THREE PARTY MULTIPLE SPONSOR STUDY COORDINATION AGREEMENT**

This Three Party Multiple Sponsor Study Coordination Agreement (the "Agreement") is by and between The University of Texas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Institution"), a component institution of The University of Texas System; Company A ("Company A"); and Company B ("Company B"). Based upon the Recitals below and in consideration of the mutual benefits, terms, and conditions set forth herein, the parties hereby agree as follows:

**RECITALS**

A. Institution and Dr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is a faculty member of Institution ("Principal Investigator"), are undertaking a study entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Study").

B. The Study will involve the combined use of \_\_\_\_\_\_\_\_\_\_, which is owned by Company A, and \_\_\_\_\_\_\_\_\_\_, which is owned by Company B.

C. Company A and Company B is each supporting the Study by providing their respective study drug.

D. Institution and Company A have entered into a Material Supply Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Company A Agreement") governing the transfer of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from Company A to Institution for use in the Study.

E. Institution and Company B are currently negotiating and will be entering into a material transfer agreement governing the transfer of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from Company B to Institution for use in the Study (the "Company B Agreement").

F. The parties are entering into this Agreement in order to coordinate their respective rights and interests in the Study, the Study results, and any inventions that arise out of the Study.

**OPERATIVE PROVISIONS**

1. Company A acknowledges that the Study involves a patented drug of Company B and that Company B is also providing support for the Study, including financial support and a supply of drugs to be used in the Study. Notwithstanding any provision of the Company A Agreement, but subject to Institution's agreement with Company B concerning the Study, Company B will have the right to (i) inspect and copy all data and work products relating to the Study, (ii) receive reports about the Study, the results of the Study, and other information about the Study, and (iii) publish and use the Study results and information. Subject to the foregoing, Company B will not have any right to view or use the Confidential Information of Company A without the written permission of Company A.

2. Company B acknowledges that the Study involves a patented drug of Company A and that Company A is also providing support for the Study, including financial support and a supply of drugs to be used in the Study. Notwithstanding any provision of the Company B Agreement, but subject to Institution's agreement with Company A concerning the Study, Company A will have the right to (i) inspect and copy all data and work products relating to the Study, (ii) receive reports about the Study, the results of the Study, and other information about the Study, and (iii) publish and use the Study results and information. Subject to the foregoing, Company A will not have any right to view or use the Confidential Information of Company B without the written permission of Company B.

3. Notwithstanding any provisions of the Company A Agreement or the Company B Agreement, ownership of any inventions arising out of the Study will be determined in accordance with United States patent law. Moreover, notwithstanding any provisions of the Company A Agreement or the Company B Agreement, Company A and Company B will each have \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. Notwithstanding any provisions of the Company A Agreement or the Company B Agreement, upon any termination of the sponsorship of the Study by Company A or Company B, Institution will have the right to immediately terminate the Study.

5. In the event of any conflict between the terms of this Agreement and either of the Company A Agreement or the Company B Agreement, the terms of this Agreement will control and govern.

6. All terms, conditions and provisions of the Company A Agreement and the Company B Agreement are continued in full force and effect and will remain unaffected and unchanged except as specifically amended hereby.

7. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supercedes any prior or contemporaneous agreements, whether oral or written.

8. This Agreement will be governed by the laws of the State of Texas without regard to its conflicts of law provisions; and all of the duties and obligations herein are performable in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Texas.

9. This Agreement may be signed in multiple counterparts, each of which will be deemed an original, but all of which together will be one and the same instrument.

ASCCEPTED AND AGREED TO:

**THE UNIVERSITY OF TEXAS**
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPANY A**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPANY B**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_