MASTER CLINICAL TRIAL AGREEMENT

This **Master Clinical Trial Agreement** ("Master CTA"), effective as of the date of last signature ("Effective Date"), is entered into between Regeneron Pharmaceuticals, Inc., having an address at 777 Old Saw Mill River Road, Tarrytown, NY 10591, U.S.A. ("Sponsor") and The University of Texas System ("UT System"), having a place of business at 210 West 7th Street, Austin, Texas 78701, and each of the following member institutions of The University of Texas System:

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 M. D. Anderson Cancer Center
The University of Texas at Austin
The University of Texas Rio Grande Valley

(each an Institution and collectively "Institutions"). See attached Appendix A for contact information for UT System and each Institution. Regeneron, UT System, and each Institution are each referred to as "party" and collectively referred to as the "parties".

WHEREAS, the Sponsor desires to conduct one or more clinical studies (each, a "Study") of one or more of its proprietary products or clinical candidates (each, an "Investigational Drug"), each of which shall be part of a multi-center study under a protocol designed by Sponsor ("Protocol"). Each Study shall be agreed upon in an ICSA, as set forth below, and shall be described in detail a Protocol attached to such ICSA, or incorporated by reference. Each Protocol may be amended by Sponsor from time to time;

WHEREAS, Sponsor may retain one or more independent contract research organizations in connection with Studies conducted under this Master CTA (each, a "CRO"), subject to a binding contract between Sponsor and such CRO. The parties hereto acknowledge and agree that Sponsor shall have the right to delegate any of its rights and obligations hereunder to CRO, including those relating to payments, regulatory submissions, and communications but shall remain the liable party under this Master CTA. Sponsor will direct each of its CROs to honor and abide by the terms of this Master CTA;

WHEREAS, the Institution has the facilities and expertise to conduct a Study and, through the execution of an ICSA (defined in Section 1.1 below) for each Study, agrees to perform the Study on the terms and conditions as hereinafter set forth; and

WHEREAS, oncology studies at The University of Texas M.D. Anderson Cancer Center within the scope of this Master CTA are subject to special terms and conditions as indicated in the Agreement and must align with its strategic objectives.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Master CTA, the parties hereby agree as follows:

1. SCOPE OF WORK.

1.1 Individual Clinical Study Agreement. The parties contemplate that separate and Individual Clinical Study Agreements ("ICSA") will be executed under this Master CTA. The details of each Study, including the protocol, protocol number and title, and payment terms shall be set forth in a separate ICSA substantially similar to the form attached as Appendix B to this Master CTA. The terms and conditions set forth in this Master CTA shall apply to and govern each ICSA, except when the ICSA expressly modifies such terms therein. Institution shall be solely responsible for obtaining IRB approval for each ICSA. The ICSA may be modified only by an amendment signed by all relevant parties; such amendments will be documented by executing an ICSA Amendment substantially similar to the form attached as Appendix C to this Master CTA. Additionally, if the parties amend the terms of this Master CTA for one ICSA, the parties acknowledge and agree that such revisions must be approved by the Office of General Counsel of the UT System and that it will be Institution's responsibility to obtain such approval prior to the execution of any such ICSA or amended ICSA.

1.2 Principal Investigator. The Institution shall conduct and supervise each Study through an employee to be set forth in the ICSA for such Study ("Principal Investigator"). The Institution and the Principal Investigator may be collectively referred to as the "Site." The Institution shall notify the Sponsor promptly if the Principal Investigator is unable or unwilling to continue the Study or if the Principal Investigator's affiliation with the Institution ceases, whereupon the Sponsor will have a right of approval (which will not be unreasonably withheld) with respect to the designation of a new Principal Investigator.

1.3 Conduct of the Study. The Institution shall (and shall cause the Principal Investigator to) conduct each Study in accordance with this Master CTA, the applicable ICSA, the Protocol, all reasonable written instructions of the Sponsor, and all applicable laws and regulations, including, without limitation, any applicable requirements of the United States Food and Drug Administration ("FDA"), the International Conference on Harmonization Good Clinical Practice ("ICH GCP") guidelines, and the applicable requirements of Declaration of Helsinki (1996 version) ("Applicable Law"). The Institution shall refrain from, and shall cause the Principal Investigator and any other employee performing or assisting with each Study on behalf of the Institution ("Study Staff") to refrain from using the Investigational Drug in any manner that is contrary to the provisions of, or outside the scope of, the Protocol or that is contrary to Sponsor's written instructions. Institution agrees to not hire or use any agents or contractors to assist the Institution or Principal Investigator in the conducting of the Study.

1.4 Approvals. The Institution shall seek approval of each Study, the Protocol, and a written form of Informed Consent (as defined in Section 1.5) mutually acceptable to the Institution and the Sponsor, from the appropriate institutional review board (the "IRB"), and shall seek any other approvals required for the Study from applicable internal safety or review boards.

1.5 Informed Consent. The Institution shall obtain from each person participating in a Study ("Study Subject") a valid informed consent ("Informed Consent"), signed by the Study Subject (unless such signature is waived by the IRB) and appropriately documented. The Institution shall conduct the Study in a manner consistent with the Informed Consent. If applicable, Institution shall modify the approved site HIPAA authorization form to comply with state specific requirements for disclosure of HIV information and/or obtain a separate HIV-specific authorization form from subjects that meets state law requirements.

1.6 Amendment of the Protocol. The Sponsor may amend a Protocol at any time. Any such amendment shall be in writing and sent to the Institution, and Institution will acknowledge receipt thereof.

1.7 Supervision. The Institution shall supervise the Study Staff and shall ensure that all Study Staff are appropriately trained, qualified, and certified, and are informed of and abide by the applicable terms of this Master CTA and the applicable ICSA. Institution shall use its reasonable best efforts to maintain consistency of Study Staff throughout the duration of each Study.

1.8 Enrollment. The Institution shall use its reasonable best efforts to enroll the minimum number of patients to the Study as set forth in the applicable ICSA. Sponsor may limit the Institution's enrollment of Study Subjects based upon enrollment patterns at other Study centers.

1.9 Clinical Trials Xpress. Institution represents and certifies that ("CTX") [www.clinicaltriasxpress.org] is the central coordinating office and team established by UT System to promote efficient and streamlined study start-up processes for multi-institutional clinical trials. More specifically, Institution represents and certifies that the CTX operating model accelerates study implementation by negotiating a single, common clinical trial study budget; using pre-approved master clinical trial agreements; and by adopting the UT System IRB Reciprocity model or central IRBs for regulatory oversight. Institution hereby authorizes Sponsor to utilize, at Sponsor's sole discretion, the services of the CTX central coordinating office when a Study will be considered for participation by more than one Institution. Institution represents and certifies that it is authorized to require and agrees it will cause CTX to comply with the terms of this Master CTA and the applicable ICSAs as if a party hereto.

2. RECORDS, REPORTING, AND AUDITS.

2.1 Study Materials. The Institution shall keep and maintain, diligently and in sufficient detail to satisfy the requirements of all Applicable Laws, such Study data and records as are required by the Protocol and Applicable Law, including, without limitation any results of the Study generated by the Institution and/or Principal Investigator during the performance of the Study ("Study Results"), completed case report forms, any electronic databases required to be created under the Protocol, and any Study reports prepared by the Institution for the Sponsor (collectively "Study Materials").

2.2 Record Retention. The Institution must, and must ensure that Principal Investigator will, retain all essential Study documents, including Study Materials, source documents, and Study Subject medical records for at least fifteen (15) years following the completion or discontinuation of the Study, or longer, if a longer period is required by relevant regulatory authorities. After the required retention period has expired, the Institution shall provide the Sponsor sixty (60) days' written notice before destroying any Study Materials. If the Institution or Principal Investigator's situation is ever such that archiving can no longer be ensured, the Institution must inform the Sponsor and the relevant records will be transferred to a mutually agreed-upon destination.

2.3 Study Subject Medical Information. The Sponsor may access the Study Materials during regular business hours, at mutually agreeable times, which agreement will not be unreasonably withheld. The Sponsor shall comply with Applicable Law regarding the confidentiality of Study Subjects' medical records and other health information, shall hold the Study Subjects' personal identifying information in confidence, and shall act in accordance with the Informed Consents and the HIPAA Authorizations (as defined in Section 9.5). Subject to the foregoing, the Sponsor may copy Institution records containing such information to the extent permitted by Applicable Law and the express authorization of Informed Consents and HIPAA Authorizations from relevant Study Subjects. Institution acknowledges that Sponsor may disclose Study Materials to its drug development partners, other clinical investigators in a Study, the FDA, the EMEA and other regulatory agencies, subject to the approval of the IRB. If copying of personal, identifying information related to the Study Subjects contained in the Study Materials is not permitted by Applicable Law or the Informed Consents and the HIPAA Authorizations, Institution shall redact any personal, identifying information related to Study Subjects from the Study Materials which are copied and provided to Sponsor in accordance with this Section. Sponsor shall have no express obligation to perform any such redaction.

2.4 Periodic Reporting. The Institution shall provide Sponsor with the data called for in the applicable Protocol on properly completed case report forms within two (2) business days of collection or as otherwise specified in such Protocol.

2.5 Adverse Experience Reporting. The Institution shall notify Sponsor of serious adverse experiences, adverse experiences or drug reactions of any Study Subject in accordance with the requirements of the applicable Protocol.

2.6 Audits by the Sponsor. The Institution shall make available to the Sponsor (or its agent) the Study site, the Study Staff, and, subject to Applicable Law relating to patient confidentiality, the Informed Consents and the HIPAA Authorizations, all Study Materials for purposes of review and audit at mutually agreeable times during regular business hours, which agreement will not be unreasonably withheld. Upon receipt of written notice from the Sponsor of any violations of a Protocol, this Master CTA, an ICSA, or Applicable Law found in such audit, the Principal Investigator and the Institution shall promptly take action to correct such violations and shall provide confirmation to Sponsor of such corrective action.

2.7 Audits by Regulatory Authorities. The Institution shall provide the Sponsor prompt, advance notification of any audit by a regulatory authority, which audit is directly related to a Study (or, when advance notification is impracticable, prompt notification of any completed audit). To the extent possible, the Institution shall permit the Sponsor to review and comment in advance on any written communication from the Institution to the regulatory authority in connection with such an audit; provided, however, that such review does not have a material adverse impact on the timeliness of the Institution's response to the regulatory authority. The Institution shall promptly provide the Sponsor with copies of all communications between the Institution and the regulatory authority related to such audit unless prohibited from so doing by the regulatory authority, and shall promptly take action to correct any deficiencies found by the regulatory authority during the audit. With respect to a pending audit directly related to a Study by the FDA, the EMEA or by any comparable regulatory authority with jurisdiction over drug approval, the Institution shall permit the Sponsor's representatives to be present at such audit unless prohibited from so doing by Applicable Law. With respect to any audit by any regulatory authority, which audit is not directly related to a Study, the Institution shall promptly notify the Sponsor of any findings of such an audit that may have an adverse effect on the Institution's ability to conduct a Study in accordance with the applicable Protocol or Applicable Law.

3. SPONSOR OBLIGATIONS.

3.1 Compliance with Law. The Sponsor shall comply with Applicable Law in the performance of its activities relating to a Study, and shall obtain all approvals and consents required in connection with such activities.

3.2 Supply of Investigational Drug. The Sponsor and/or its Affiliate (as defined below in Section 11.2) shall supply the Institution with quantities of Investigational Drug adequate for the Institution to conduct each Study in accordance with the applicable Protocol using the Minimum Labelling Requirements for Sponsor's Investigational Drug form substantially as shown in Exhibit D attached to Appendix B, as applicable when conducting a Study at The University of Texas M.D. Anderson Cancer Center. All Investigational Drug shall remain the sole property of the Sponsor. The Institution shall take reasonable steps to ensure that it has adequate supplies of the Investigational Drug, shall store, use, handle, and return or dispose of the Investigational Drug in accordance

with the applicable Protocol, and shall not use any Investigational Drug after its labeled expiration date.

3.3 Payments. Sponsor or CRO shall make payments to Institution according to the payment schedule attached to each ICSA as Exhibit B (each, a "Budget and Payment Terms"). In no event shall the payments hereunder exceed the amount set forth in the applicable Exhibit B without the prior written consent of the Sponsor. If fewer than the anticipated number of Study Subjects complete a Study, then the aforementioned payments will be prorated in an equitable manner.

3.4 Subject Injury. The Sponsor shall reimburse the Institution for the reasonable and necessary medical expenses incurred in treating any injury or illness to a Study Subject that are directly related to the administration of the Investigational Drug or the proper performance of any other Study procedure, each in accordance with the applicable Protocol and the Sponsor's written instructions to the Institution. The Sponsor is not required to provide compensation for (a) other injury- or illness-related costs (such as lost wages), , (b) medical expenses that are incurred as the result of a violation of the Protocol or other misconduct or negligence, in each case by any employee of the Institution (including the Study Staff), or (c) medical expenses for injury or illness unrelated to the applicable Investigational Drug and unrelated to the proper performance of any other procedure required by the Protocol or Sponsor's written instructions to the Institution, including, without limitation, medical expenses associated with a pre-existing medical condition (unless and to the extent the pre-existing medical condition is directly exacerbated by the administration of the Investigational Drug or the proper performance a Study procedure each in accordance with the applicable Protocol and Sponsor's written instruction to Institution) or the progression of the underlying disease. To the extent Institution controls billing for the location of treatment of a Study Subject's injury, reimbursement charges requested by Institution shall represent similarly negotiated rates to those of applicable commercial insurers, if any.

3.5 Registration of Study. To the extent required by Applicable Law, it shall be the responsibility of the Sponsor to register the Study at (i) www.clinicaltrials.gov; (ii) any other registry the requirements of which are consistent with the guidelines of the International Committee of Medical Journal Editors ("ICMJE") on trial registrations, in each case to the extent required by the ICMJE guidelines (as in effect at the time the applicable Study begins) in order for Study Results to be eligible for publication in an ICMJE journal; or (iii) any other registry as might be required by Applicable Law.

3.6 Communication of Findings. During the Study and after completion of the Study for a period of time solely determined by the Sponsor, Sponsor shall, in a timely manner appropriate to the level of risk involved, report to the Institution or Principal Investigator any Study results that could directly and significantly affect the health or safety of past or current Study Subjects at Institution or influence the conduct of the Study or could influence the IRB's approval of the Study. Sponsor will comply with its notification obligations regarding any adverse experiences associated with the Investigational Drug as

required by 21 CFR 312.32, 21 CFR 312.50, and 21 CFR 312.55(b). In accordance with such regulations, where applicable, Sponsor shall, notify FDA and investigators participating in the Study in an IND safety report of potential serious risks from the Study, as soon as possible, but in no case later than 15 calendar days after Sponsor determines that the information qualifies for reporting under the above regulations. In each case, the Principal Investigator and Institution shall be free to communicate these findings to each Study Subject and the IRB.

4. OWNERSHIP OF DATA, RECORDS, AND INTELLECTUAL PROPERTY.

4.1 Pre-Existing Intellectual Property. Each party shall be the sole and exclusive owner of any intellectual property owned or acquired by each respective party prior to the Effective Date and outside of the scope of this Master CTA ("Pre-existing IP"). In the event any Pre-existing IP owned by Institution is used in a manner which is in furtherance of or in any way related to a Study, Institution hereby grants to Sponsor a non-exclusive, royalty free, sub-licensable, and transferable license, in perpetuity, to use such Pre-existing Institution IP for Sponsor's research or commercial purposes.

4.2 Ownership of Data and Records. All rights, title, and interest in (i) the Study Materials, (ii) the Protocol, and (iii) any other scientific, technical, business, or other data or information relating to the Investigational Drug, this Master CTA, and/or any ICSA that are disclosed to the Institution by the Sponsor shall be the sole and exclusive property of the Sponsor.

4.3 Ownership of Inventions. The Institution shall promptly disclose, and shall cause the Study Staff to promptly disclose in writing to the Sponsor any inventions or discoveries (i) arising from or made in the performance of a Study conducted under this Master CTA by or on behalf of the Institution or (ii) that relate to the administration and/or use of the Investigational Drug ("Inventions"). The Sponsor hereby owns all right, title, and interest in and to any Inventions, and Institution agrees to reasonably execute any documents or undertake any further actions if requested by Sponsor to evidence transfer of title thereto or to facilitate the prosecution, allowance, maintenance, correction, or extension of any patent or patent application relating to Inventions (including, but not limited to assignments, declarations, affidavits, and the like), at Sponsor's sole expense. Institution shall retain a non-exclusive, non-transferrable, non-sublicensable license to use Inventions solely for internal, non-commercial, academic, educational and patient care purposes.

5. CONFIDENTIALITY.

5.1 Obligations. Subject to the publication rights set forth in Article 7 and for purposes of this Master CTA, the following is "Confidential_Information": (a) Study Materials, (b) any information related to the Study that is disclosed by or on behalf of the Sponsor to the Institution orally or in electronic or written form; and (c) Inventions. The obligations of confidentiality survive for a period of five (5) years beyond the later of (i)

expiration or earlier termination of this Master CTA or (ii) the expiration or earlier termination of an ICSA under which the Confidential Information was disclosed ("Confidentiality Period" of Master CTA or ICSA as applicable). During the term of the applicable ICSA and Confidentiality Period, the Institution shall maintain the confidentiality of the Confidential Information, and may not transfer or disclose Confidential Information to any third party other than the IRB and other applicable internal safety and review boards, except as provided in Section 5.3 or the Protocol. During the Confidentiality Period, the Institution may use Confidential Information in performing the Study, for the provision of related patient care, or for other clinical or educational uses, but shall not use any Confidential Information for any other purpose.

5.2 Exceptions. Notwithstanding Section 5.1, information shall be deemed not to be Confidential Information to the extent that it:

(a) is or later becomes publicly known other than through a breach of this Master CTA by the Institution or its employees, (including the Principal Investigator);

(b) is lawfully made available to the Institution, its employees, or its agents (including the Principal Investigator) by a third party that the Institution reasonably believes owes no obligation of confidentiality to the Sponsor; or

(c) was already known to or is independently developed by the Institution, its employees, or its agents (including the Principal Investigator), as evidenced by written records.

5.3 Permitted Disclosures. Notwithstanding Section 5.1, Confidential Information may be disclosed to the extent that it:

(a) is disclosed to Study Staff, but only to the extent required in connection with the performance of the Study, and only if such Study Staff are subject to obligations of confidentiality and non-use at least as restrictive as those in this Article 5;

(b) is disclosed to Study Subjects or prospective Study Subjects as reasonably necessary or appropriate in the course of discussions regarding the Informed Consent, the HIPAA Authorization (as defined in Section 9.5), or the performance of the Study;

(c) is disclosed to a physician or a Study Subject as reasonably necessary or appropriate in connection with the medical treatment of the Study Subject;

(d) is required to be disclosed by the Institution by law or by order of any governmental authority; provided, however, that, except with respect to disclosures made pursuant to Section 2.7, the Institution shall use reasonable efforts to disclose the minimum Confidential Information necessary to comply with such requirement, and the Institution shall give the Sponsor advance notice of the disclosure when practicable, and

prompt notice of the disclosure otherwise, to permit the Sponsor to seek a protective order to limit the disclosure.

5.4 Confidentiality of Terms. Institution shall maintain the confidentiality of the terms of this Master CTA and each ICSA, subject to Section 7.5 and the exceptions set forth in Sections 5.2 and 5.3, including the Texas Public Information Act. Notwithstanding the foregoing, if the Institution receives a request for the production of (i) portions of this Master CTA and/or an ICSA not required by Applicable Laws, (ii) Study specific terms of this Master CTA and/or an ICSA, including the budget, or (iii) other Confidential Information, Institution shall promptly notify Sponsor in writing so as to allow Sponsor an opportunity to protect against such disclosure.

6. BIOLOGICAL SAMPLES.

6.1 Definition. "Biological Sample" means (i) any material collected from a Study Subject, including, without limitation, any blood, serum, urine, saliva, bone marrow or tissue sample, and (ii) any tangible material isolated therefrom, including but not limited to DNA, RNA and other biological substances.

6.2 Collection, Storage and Use Under Protocol. If the Protocol requires the collection of Biological Samples, then Institution shall collect and use such Biological Samples in accordance with the Protocol, the Informed Consent, and in compliance with Applicable Law. At the request of Sponsor, or if otherwise required by the Protocol, Institution shall deliver the Biological Samples to Sponsor or Sponsor's designee. Sponsor shall use such Biological Samples in accordance with the Protocol, the Informed Consent, and in compliance with Applicable Law.

6.3 Retention and Destruction. Institution and Sponsor, as applicable, shall maintain all Biological Samples for as long as required by the Protocol and Applicable Law. Neither Institution nor Principal Investigator shall destroy or permit the destruction of any Biological Samples in their possession without the prior written consent of Sponsor. At the request of Sponsor, Institution shall either deliver Biological Samples in Institution's possession to Sponsor or continue to store Biological Samples for any period that the Sponsor may request at Sponsor's expense.

6.4 Secondary Research. Institution may not (i) use the Biological Samples collected under the Protocol, (ii) collect additional quantities of Biological Samples (i.e. exceeding quantities which the Protocol specifies to be collected), and/or (iii) retain any quantities of Biological Samples not used for purposes of conducting the research specified by the Protocol, for purposes of testing or use in research that is not described in the Protocol, including pharmacokinetic, pharmacogenomics, and biomarker testing and research.

7. PUBLICATION AND DISCLOSURE.

7.1 Right of Publication. Notwithstanding Section 5.1, upon completion or termination of a Study and subject to this Article 7, the Institution may publish, otherwise publicly disclose or submit for publication an article, manuscript, abstract, report, poster, presentation, or other material, in written or electronic form, that includes: (i) an analysis and interpretation of the Study Results generated by the Institution and/or Principal Investigator at the Institution; (ii) a summary of the Protocol; and (iii) supporting data generated by the Institution and/or Principal Investigator at the Institution in connection with the Study and identifying information regarding the applicable Investigational Drug, in each case as would be reasonably required for purposes of publication in a peer-reviewed scientific journal (any such article, manuscript, abstract, report, poster, presentation, or other material, a "Manuscript").

7.2 Multi-Center Publication. The parties, recognizing the importance of communicating clinical trial results to the public and to the medical and scientific communities in an accurate and complete manner, intend for the first publication of a Study to include the results from all of the Study centers and to appear in a peer-reviewed scientific journal, in accordance with the applicable Protocol. Without the prior written agreement of the Sponsor, the Institution shall not publish, submit or otherwise present for publication, directly or indirectly, any Manuscript prior to the publication of an article in a peer-reviewed scientific journal summarizing the data generated by all of the Study centers, unless no such article is so published before the first anniversary of the finalization of the clinical study report, in which case the Institution may publish or submit for publication a Manuscript without further delay (subject to the other Sections of this Article 7).

7.3 Review Period. Not less than forty-five (45) days prior to submission for publication or presentation of any Manuscript, the Institution shall, or shall cause the Principal Investigator to, provide the Sponsor with a copy of the Manuscript. The Institution shall consider in good faith any comments submitted by the Sponsor regarding the content thereof, and shall delete any Confidential Information that the Sponsor requests in writing be deleted (excepting specifically its Study Results and Study methodology, necessary for a complete and accurate interpretation of its Study Results). At the Sponsor's request, the Institution shall delay publication for an additional sixty (60) days to allow patent applications to be filed.

7.4 Use of Name. Neither party may use the name, logo, or trademark of the other party or its employees or affiliates in any press release, publicity, or advertising without the prior written approval of the other party, except as required by Applicable Law or expressly permitted by this Master CTA.

7.5 Disclosure by Institution. The Institution shall have the right to include a Study's title and any other information publicly available on any registry in which the Study is listed pursuant to Section 3.5, as well as the aggregate amount of funding received

for the Study in any list of active or past clinical trials conducted by the Institution published on the Institution's website or in an Institution print publication; provided, however, that no additional information, whether about the Study, the applicable Investigational Drug, or the Sponsor, may be included unless required by law.

7.6 Disclosure by Sponsor. The Institution and Principal Investigator acknowledge that the Sponsor is required by applicable laws and pharmaceutical industry codes of conduct to document and publicly disclose certain transfers of value made to healthcare professionals and healthcare organizations, and such disclosures may include information about the payments or other transfers of value provided to Institution and/or the Principal Investigator and Study Staff under an ICSA, including any financial or in-kind support that the Sponsor may provide in connection with any Manuscript. The Sponsor may store and use information relating to the Institution, Principal Investigator and/or Study Staff and arising out of this Master CTA and/or any ICSA for the purpose of its business and may publicly disclose in its discretion such information (including, but not limited to, the name and professional address of the Institution and/or the Principal Investigator and Study Staff, any financial and in-kind payments received under an ICSA, the nature of the engagement and any other payment or service-related information) as may be deemed appropriate by Sponsor for the fulfillment of its transparency obligations or as may otherwise be dictated by Applicable Law or any pharmaceutical industry codes of conduct to which the Sponsor or any of its Affiliates is subject. For such purposes, the Sponsor may transfer such information to its Affiliates and/or third party service providers, who may be established in a different jurisdiction to the Institution and Principal Investigator, which jurisdiction may not offer the same level of protection for personal information. Payments to the Institution for work done by specified individuals may reference both the Institution and the individual. In accordance with applicable data protection laws, the Principal Investigator and Study Staff may contact the Sponsor at any time to correct any mistakes or request deletion of their personal information held by Sponsor.

7.7 Acknowledgment. The Institution shall publicly acknowledge in any Manuscript the Sponsor's financial or editorial contribution to the research, and the Institution may use the Sponsor's name for that purpose.

8. INDEMNITIES AND INSURANCE.

8.1 Indemnification. The Sponsor shall indemnify, defend, and hold harmless the Institution and its officers, directors, employees, and UT System and its Regents from any loss, liability, damage, or expense (including reasonable attorneys' fees and costs until such time as the Sponsor assumes the defense) from (i) any claim of bodily injury that may arise directly from the administration of the applicable Investigational Drug or the proper performance of any procedure required by the applicable Protocol or the Sponsor's written instructions or (ii) any third party claim directly related to Sponsor's use of Study Results properly generated and contributed by Institution in accordance with the Protocol; provided, however, that to the extent that the claim is a result of (a) the failure of the

Institution or one of its officers, employees, or agents (including the Principal Investigator) to comply with the terms of this Master CTA or the ICSA or to follow the Protocol or the Sponsor's written instructions, generally accepted medical practice, or Applicable Law, or (b) any act of negligence or willful misconduct of the Institution or one of its officers, employees, or agents (including the Principal Investigator) (claims arising from (a) and (b) being referred to as "Institution Error Claims"), the Sponsor shall have no such obligation, from any loss, liability, damage or expense, but only to the extent arising from any such Institution Error Claim.

8.2 Institution shall, to the extent authorized under the Constitution and laws of the State of Texas, indemnify and hold Sponsor (and its officers, directors, employees, and agents, as applicable) harmless from any loss, liability, damage or expense but only to the extent arising from any such Institution Error Claim provided, however, that Institution shall not hold Sponsor harmless from claims arising out of any act of negligence or willful misconduct of Sponsor, its officers, agents, or employees,. Neither party hereto shall have any liability to the other for any special, indirect or consequential losses or damages suffered by the other.

8.3 Indemnification Procedure. The party seeking indemnification (the "Indemnitee") shall promptly notify the other party (the "Indemnitor") of any claim, loss, or expense likely to lead to a claim for indemnification, along with all material related information. If such notice is not prompt, the Indemnitor's obligation under this Article 8 will be reduced to the extent that such delay prejudices the Indemnitor's defense of the claim. The Indemnitor shall have the right to manage the defense and settlement of any claim, except that the Indemnitor may not enter into any settlement admitting fault on behalf of the Indemnitee without the Indemnitee's prior written approval. The Indemnitee may not enter into any settlement of any such claim without the written permission of Indemnitor. The Indemnitee shall reasonably cooperate with the Indemnitor in the defense of the claim. The Indemnitee may hire its own counsel, at its own expense, to monitor the defense. In addition, the Indemnitee may elect to assume control of the defense of such claim, in which case the Indemnitor shall have no obligation to indemnify or further defend the Indemnitee with respect to such claim. This Section 8.3 is subject to the statutory duties of the Texas Attorney General.

8.4 Insurance. Sponsor maintains and Institution maintains and shall require Principal Investigator to maintain a policy or program of insurance or self-insurance in amounts adequate to cover its obligations hereunder and in accordance with industry standards or otherwise as required by law. Such coverage will be maintained by Sponsor and Institution from the Effective Date of this Master CTA until three (3) years following the later of (i) the expiration or earlier termination of this Master CTA or (ii) the expiration or earlier termination of all ICSAs hereunder. Each Principal Investigator will maintain such coverage during the term of the applicable ICSA and for three (3) years thereafter. Upon request, each party shall provide to the other party evidence of such insurance or evidence of such a self-insurance plan. U T System, as an agency of the State of Texas, provides professional liability for its faculty physicians

pursuant to The University of Texas System Professional Medical Liability Benefit Plan, under the authority of Section 59, Texas Education Code. Institution shall ensure the Principal Investigator has and will maintain in force, during the Term of this Master CTA adequate professional liability insurance to cover his/her obligations hereunder. Institution, an agency of the State of Texas, is subject to the provisions of Title 5, Chapter 5, Chapter 101 of The Texas Civil practice and Remedies Code, and the Institution's personnel or employees are subject to Title 5, Chapter 104 of the Texas Civil practice and Remedies Code, also known as the Texas Tort Claims Act. Employees of the Institution are provided Worker's Compensation coverage, under the self-insuring, self-managed program as authorized by Chapter 503, section 503.022, Texas Labor Code.

9. REPRESENTATIONS AND COVENANTS

9.1 Regulatory Approvals. Each party represents and certifies that it has and will maintain during the term of this Master CTA all regulatory approvals required for the conduct of its respective activities in connection with each Study, and that all persons who perform activities under this Master CTA on its behalf (including, in the case of the Institution, the Study Staff) have and will have the necessary expertise, training, qualifications, certifications and training, including, without limitation, training related to current Good Clinical Practices ("cGCP").

9.2 Debarment. The Institution certifies that it is not (a) debarred by the FDA under 21 U.S.C. § 335a or any foreign equivalent or to the Institution's knowledge is not threatened with debarment by a pending proceeding, action, or investigation, (b) excluded from participation in any federal health care program under 42 C.F.R. Part 1001 et seq. and is not the subject of an exclusion proceeding, or otherwise disqualified under federal or state law, and (c) otherwise disqualified under federal or state law, or to the Institution's knowledge is not threatened with such disqualification by a pending proceeding, action, or investigation, from participating in the Study and it will not engage, directly or indirectly, any person (including the Principal Investigator) to perform services under this Master CTA if (a) that person is debarred by the FDA under 21 U.S.C. § 335a or any foreign equivalent or to the Institution's knowledge is threatened with debarment by a pending proceeding, action, or investigation, (b) that person is excluded from participation in any federal health care program under 42 C.F.R. Part 1001 et seq. or is the subject of an exclusion proceeding, or (c) that person is otherwise disqualified under federal or state law, or to the Institution's knowledge is threatened with such disqualification by a pending proceeding, action, or investigation, from participating in a Study. The Institution certifies that it will immediately notify the Sponsor in writing if any such debarment, exclusion, or disqualification occurs, or if any such debarment, exclusion, or disqualification proceeding, action, or investigation is commenced or, to the Institution's knowledge, is threatened, with respect to any such person.

9.3 Fair Market Value. Each party represents that the compensation provided under each ICSA represents the fair market value of the activities performed by the Institution, has been negotiated in an arm's-length transaction, and has not been

determined in any manner with regard to any implicit or explicit agreement to provide favorable procurement decisions with regard to the Sponsor's products, or to the value or volume of any business or referrals generated between the parties.

9.4 No Charge. The Institution represents and certifies that it will not charge any Study Subject or any third party for (i) the Investigational Drug, or (ii) any items or services that are funded by the Sponsor under an ICSA or that are provided without charge by the Sponsor for Study purposes.

9.5 Data Protection. In providing the services, Institution shall comply, (and shall cause Principal Investigator and Study Staff to comply,) with all applicable data protection laws related to information that identifies or can be used to identify, contact or precisely locate the individual person to whom such information pertains from which identification of or contact information for an individual person can be derived ("Personal Information") including by:

(a) processing and using Personal Information solely for the purpose of complying with their obligations or exercising their rights under this Master CTA, the ICSAs, or applicable data protection laws;

(b) taking all reasonable steps to ensure that Personal Information is protected from unauthorized or unlawful processing or accidental destruction; and

(c) ensuring that Personal Information is not transferred outside the country where the Personal Information originated without the other party's prior written consent or without complying with the applicable data protection laws with respect to any such transfer.

9.6 HIPAA Matters. The Institution represents and certifies that (a) it is a "Covered Entity" under the provisions of the Health Insurance Portability and Accountability Act of 1996 and any regulations and official guidance promulgated thereunder ("HIPAA"); and (b) the Institution/Principal Investigator shall handle all Study records and data (including medical records) in accordance with HIPAA and Applicable Law. Such compliance shall include, in each case when required, obtaining from each Study Subject an authorization valid under 45 C.F.R. §164.508 (a "HIPAA Authorization") or obtaining a waiver valid under 45 C.F.R. § 164.512(i) that permits the disclosure and use of data collected from the Study Subject in accordance with the Protocol. The Institution/Principal Investigator acknowledges that the Sponsor is not a "Covered Entity" (as defined by HIPAA) and will not become a "Business Associate" (as defined by HIPAA) of a Covered Entity by performing its obligations under this Master CTA.

9.7 Power and Authority. The Institution represents that it has the requisite power and authority to cause all Study Staff to comply with the Institution's obligations under this Master CTA and all ICSAs.

9.8 Institution Disclosures. The Institution: (a) shall cause the Principal Investigator to provide to the Sponsor a signed, completed Form FDA-1572 and a *curriculum vitae* or other statement of qualifications showing the education, training, and experience that qualifies the Principal Investigator as an expert in the clinical investigation of the applicable Investigational Drug for the use under investigation; (b) shall cause, before the commencement of each Study, during the course of the Study, and for up to one year after the completion or termination of the Study, at the Sponsor's reasonable request, the Principal Investigator and any sub-investigator to disclose to the Sponsor (and afterwards to notify the Sponsor of any relevant changes to) any financial arrangement between the Sponsor and any investigator (whether Principal Investigator or sub-investigator, and including any spouse or dependent child thereof) as to which the value of the compensation could be influenced by the outcome of the Study, any significant payments of other sorts from the Sponsor, any proprietary interest in the Investigational Drug, or any significant equity interest in the Sponsor held by the Principal Investigator or sub-investigator, and including any spouse or dependent child thereof; and (c) shall comply, and shall ensure that the Principal Investigator and any sub-investigator comply, with all applicable disclosure requirements related to conflict of interest that are imposed by the FDA, the EMEA or other regulatory or governmental authorities.

9.9 Inside Information. Institution and Principal Investigator understand that the information provided by Sponsor in connection with a Study may be considered to be material, nonpublic information that could affect the market price of the common stock of Sponsor or possibly other companies when and if it is made public. Institution and/or Principal Investigator and others associated with either or both of them in the conduct of the Study may be viewed as "insiders" who have gained this material nonpublic information as a result of participation in the Study. Therefore, the Principal Investigator agrees that neither they nor any member of their immediate family (or other people sharing their household) will buy or sell, or advise others to buy or sell, the common stock of Sponsor during the pendency of the Study or as a result of the Study, at any time until the Study Results are publicly available. The Principal Investigator agrees that he/she will inform all appropriate persons associated with the Study of this Master CTA and the terms and conditions of this Section 9.9.

9.10 Anti-corruption and Anti-bribery

(a) The parties acknowledge that the Sponsor and its representatives and agents are bound by all applicable anti-corruption and anti-bribery laws and regulations, including but not limited to, the United States Foreign Corrupt Practices Act (FCPA) and United Kingdom Bribery Act. Institution and Principal Investigator represent, warrant, and covenant that they will not cause, and will direct Study Staff not to cause, Sponsor or its representatives or agents to be in breach of their responsibilities through any act as described in this Section.

(b) In performing the Study and/or services under this Master CTA the Institution, and Principal Investigator, (i) agree that it has not and shall not, and will direct

their Study Staff not to, directly or indirectly, offer to make, promise, authorize or accept any payment or anything of value, including bribes, gifts and/or donations to or from any public official, regulatory authorities or anyone else for the improper purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage, including to obtain or retain business, and (ii) shall comply with all applicable anti-corruption and anti-bribery laws and regulations. The Institution or Principal Investigator shall notify the Sponsor or its representatives or agents immediately upon becoming aware of any breach under this Section.

(c) For the purpose of ensuring compliance with applicable anti-bribery laws and regulations, Institution agrees that Sponsor or its representatives or agents shall have the right to conduct an investigation or audit of the Institution during the term of this Master CTA to monitor compliance with the terms of this Section. The Institution shall cooperate fully with such investigation or audit, the timing of which shall be at the sole discretion of the Sponsor.

10. TERM AND TERMINATION.

10.1 Term.

(a) This Master CTA shall take effect on the Effective Date and shall continue until five (5) years from the Effective Date unless terminated earlier as provided for herein. Notwithstanding the foregoing, any ICSA in effect at the time of such expiration or earlier termination of this Master CTA shall remain in effect until completion of the applicable Study or earlier termination of such ICSA and the terms of this Master CTA will continue to apply to such ongoing ICSA.

(b) The term of each ICSA shall be six (6) months after the earlier of (a) the date on which the Study being conducted under the ICSA is completed and final clinical research data and Study Results are provided by the Institution to Sponsor; or (b) the date on which the Study being conducted under the ICSA is terminated as provided for herein.

10.2 Termination. The Sponsor may terminate this Master CTA or any ICSA at any time upon thirty (30) days' prior written notice to the Institution, in its sole discretion. The Institution may terminate an ICSA upon fifteen (15) days' prior written notice to the Sponsor if the Institution determines that termination of the Study is necessary for the safety of the Study Subjects. The Institution may terminate an ICSA upon sixty (60) days' prior written notice to the Sponsor if the Sponsor materially breaches a term of the ICSA or a term of the Master CTA with respect to such ICSA and fails to cure such breach within such notice period. Institution may also terminate this Master CTA upon sixty (60) days prior written notice to Sponsor if Sponsor has materially breached a term of this Master CTA applicable to all ICSAs in effect and such breach remains uncured at the end of such notice period.

10.3 The Institution will notify the Sponsor within twenty-four (24) hours of receipt of a notice from any government or regulatory authority if a Study being conducted under an ICSA is to be terminated so that the Sponsor may address any concerns directly with the government or regulatory authority. If it is determined based on the discussion between the Sponsor and the government or regulatory authority that the Study must be terminated, then the Sponsor will provide timely written notice to the Institution terminating the applicable ICSA with effective date of termination to be set forth in the notice.

10.4 Procedures Upon Early Termination. If this Master CTA or an ICSA is terminated before completion of a Study, upon receipt or giving of notice of termination, as the case may be, the Institution shall cease enrolling Study Subjects immediately and shall cease conducting the procedures set out in the applicable Protocol to the extent that doing so is medically permissible and appropriate and shall take all reasonable steps to minimize further costs. In the event of termination prior to Study completion, the Sponsor shall reimburse the Institution for (i) obligations incurred in accordance with the applicable Payment Schedule that cannot be cancelled or mitigated by the Institution using reasonable efforts, (ii) reasonable costs incurred in connection with the safe withdrawal of Study Subjects from the Study, and (iii) mutually agreed post-termination expenses.

10.5 Equipment. In the event that equipment is provided to Institution for use during any Study, Sponsor, Sponsor's authorized representative, and/or a vendor selected and engaged by Sponsor or its representative to provide equipment will supply the required Study equipment to Institution for use in the Study as described in the table attached and incorporated into each ICSA as Exhibit C ("Equipment"). Institution hereby agrees that the Equipment will only be used in accordance with the Protocol and only for the Study. Institution will, and will ensure that Principal Investigator will, undertake to treat the Equipment with due care and attention and to observe the Equipment's operating instructions as well as any instructions provided by Sponsor, Sponsor's authorized representative, and or any vendor selected and engaged by Sponsor to provide the Equipment. Neither the Institution nor Principal Investigator will be liable for the depreciation or normal wear and tear to the Equipment and the Institution shall not be responsible for any necessary repairs or replacement of the Equipment used in accordance with this Master CTA, the applicable ICSA, and the Protocol except where the necessary repairs or replacement are due to the Institution's negligence or willful misconduct. Sponsor shall make available to Institution reasonable levels of technical support for the Equipment upon written request from Institution. Sponsor shall replace the Equipment in case of a malfunction resulting from normal wear and tear. Promptly following the termination or expiration of this Master CTA, the Equipment shall be returned to Sponsor or its authorized representative at Sponsor's reasonable expense pursuant to written instructions provided by Sponsor, Sponsor's authorized representative, and/or any vendor selected and engaged by Sponsor to provide the Equipment.

10.6 Return of Funds, Investigational Drug and Confidential Information. Upon termination or expiration of this Master CTA or an ICSA, the Institution shall, and

shall cause the Principal Investigator to, return to the Sponsor within thirty (30) days, at the Sponsor's expense, any unexpended funds previously paid or advanced to Institution, any remaining Investigational Drug (except as required by law), and any copies of Confidential Information that are in the possession or under the control of the Institution or the Principal Investigator; provided, however, that the Institution may retain a copy of such Confidential Information for archival and monitoring purposes hereunder, and to the extent required by Applicable Law. At the Sponsor's request and expense, the Institution shall dispose of the remaining Investigational Drug in accordance with Sponsor's instructions, subject to Applicable Law.

10.7 Final Accounting. The Institution shall deliver to the Sponsor, within ninety (90) days after expiration or early termination of this Master CTA or an ICSA, a final accounting of amounts due (and reasonable supporting documentation), taking into account payments made and not yet made under any Payment Schedule, and expenses reimbursable pursuant to Section 10.3, from one party to the other party. Undisputed amounts due shall be paid within sixty (60) days thereafter.

11. MISCELLANEOUS.

11.1 Remedies and Waiver. The remedies provided in this Master CTA are not exclusive and the party suffering from a breach or default of this Master CTA may pursue all other remedies, both legal and equitable, alternatively or cumulatively. No express or implied waiver by a party of any breach or default will be construed as a waiver of a future or subsequent breach or default. The failure or delay of any party in exercising any of its rights under this Master CTA will not constitute a waiver of any such right, and any single or partial exercise of any particular right by any party will not exhaust the same or constitute a waiver of any other right provided in this Master CTA.

11.2 Assignment. Neither party may assign this Master CTA or an ICSA without the prior written consent of the other party, except that the Sponsor may assign this Master CTA and its ICSAs to an Affiliate, or to a third party in connection with a merger or sale of all or substantially all of its assets relating to a Study or the applicable Investigational Drug. For purposes of this Master CTA and this Section 11.2, "Affiliate" means, with respect to any corporation or other entity, another corporation or other entity that, directly or indirectly, controls, is controlled by, or is under common control with such corporation or entity, where "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity, or any other relationship that results in actual control over the management of an entity.

11.3 Independent Contractor. In performing activities under this Master CTA, the Institution, including the Principal Investigator and its other employees, is operating as and has the status of an independent contractor to the Sponsor, and shall not act as and is not an agent or employee of the Sponsor. The relationship between the parties does not constitute a partnership, joint venture, or agency. Neither party shall have the authority to bind the other party without that other party's express, written permission.

11.4 Further Assurances. Each party shall execute such other instruments, give such further assurances, and perform acts reasonably necessary or appropriate to effectuate the provisions of this Master CTA.

11.5 Notices. All notices given hereunder shall be in writing and shall be delivered by hand, by facsimile, with a copy sent promptly by registered or certified mail, return receipt requested, postage prepaid or by registered or certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

To the Institution: See Appendix A, *provided however*, that all notices must be provided in writing and no notices may be sent or received by E-mail.

To the Sponsor:

Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, NY 10590
Attention: General Counsel
Fax: 914-789-5061

11.6 No Third-party Beneficiary. This Master CTA is for the sole benefit of the parties, and does not confer any rights on any third party.

11.7 Entire Agreement; Amendments. This Master CTA, together with the ICSAs hereunder and the Appendices thereto, constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all previous written or oral representations, agreements, and understandings between the parties with respect to that subject matter. This Master CTA and any ICSA may only be amended by a written document signed by both parties. In the event of any conflict between the terms of an ICSA or Exhibit B Budget and this Master CTA, this Master CTA shall control.

11.8 Severability. If any provision of this Master CTA shall be determined to be invalid, illegal, or unenforceable, either in whole or in part, this Master CTA shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Master CTA in order to render the same valid, legal and enforceable to the fullest extent permissible.

11.9 Survival. The provisions of this Master CTA which by their nature or intent are to survive the termination or expiration of this Master CTA shall so survive and continue in effect.

11.10 Counterparts. This Master CTA or any ICSA may be executed in two (2) or more counterparts, each of which is deemed an original, but all of which together constitutes one instrument. The Master CTA or any ICSA may be delivered electronically or by facsimile transmission, and electronic or facsimile copies of executed signature pages shall be as binding as originals.

11.11 Headings. The Section and Article headings in this Master CTA are for reference only, and shall not affect the interpretation or meaning of any provision of this Master CTA.

11.12 Controlling Law. Intentionally left blank.

11.13 Institution as a State Agency. The Sponsor acknowledges that each Institution is an agency of the State of Texas and, under the Constitution and laws of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and laws of the State of Texas. Notwithstanding any provision hereof, nothing in this Master CTA is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or act as a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the State of Texas. Institution represents and certifies that it has the authority to enter into this Master CTA and all related ICSAs. Institution further represents and certifies that, to the best of its knowledge after diligent inquiry, none of Institution's rights or obligations under this Master CTA or any ICSA, as applicable, are outside the scope of the authority granted to Institution by the Constitution and/or laws of the State of Texas as of the Effective Date of this Master CTA or an ICSA (as the case may be). In the event of a change in the foregoing representation, the parties will proceed in accordance with Section 11.8.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Master CTA as of the Effective Date.

REGENERON PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: David Parker
Executive Director, Clinical Trial Management
Regeneron Pharmaceuticals, Inc.

Date: 16 Jan 2019
16 Jan 2019

THE UNIVERSITY OF 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: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Master CTA as of the Effective Date.

REGENERON PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: David Parker
Executive Director, Clinical Trial Management
Regeneron Pharmaceuticals, Inc.

Date: 16 Jan 2019
16 Jan 2019

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: Chris G. Green

Name: Chris G. Green, CPA

Title: Sr. Director, Office of Sponsored Programs

Date: 1-25-19

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: _____

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____

Name: _____

Title: _____

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THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER

By: _____

Name: _____

Title: _____

Date: _____

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Title: David Parker
Executive Director, Clinical Trial Management
Regeneron Pharmaceuticals, Inc.

Date: 16 Jan 2019
16 Jan 2019

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By: _____

Name: _____

Title: Kathleen M. Kreidler
Associate Vice President
Sponsored Projects Administration

Date: _____

Digitally signed by Kathleen Kreidler
DN: cn=Kathleen Kreidler, o=University of Texas Health Science Center at Houston, ou=Sponsored Projects Administration, email=kathleen.kreidler@uth.tmc.edu, c=US
Date: 2019.02.04 09:27:16 -06'00'

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: _____

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER

By: _____

Name: _____

Title: _____

Date: _____

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IN WITNESS WHEREOF, the parties have executed this Master CTA as of the Effective Date.

REGENERON PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: David Parker
Executive Director, Clinical Trial Management
Regeneron Pharmaceuticals, Inc.

Date: 16 Jan 2019
16 Jan 2019

THE UNIVERSITY OF 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: Dena Walton
5CEF985173A24FF...

Name: Dena Walton

Title: Director of Sponsored Programs

Date: 1/25/2019 | 10:42:14 AM PST

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

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: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Master CTA as of the Effective Date.

REGENERON PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: David Parker
Executive Director, Clinical Trial Management
Regeneron Pharmaceuticals, Inc.

Date: 16 Jan 2019

THE UNIVERSITY OF 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: Lori Simon

Name: Lori Simon

Title: Director, Office of Clinical Research

Date: 25 Jan 2019

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

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: _____

Title: _____

Date: _____

DocuSign Envelope ID: 739FEDE1-A412-4703-83D4-D7FE21EDC1D4

IN WITNESS WHEREOF, the parties have executed this Master CTA as of the Effective Date.

REGENERON PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: David Parker
Executive Director, Clinical Trial Management
Regeneron Pharmaceuticals, Inc.

Date: 16 Jan 2019
16 Jan 2019

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: _____

Name: _____

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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: _____ DS JS
CFC283256834F0...

Name: Megan G. Marks, Ph.D.

Title: Asst. VP, Sponsored Programs Administration

Date: 1/31/2019 | 10:31 AM CST

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Master CTA as of the Effective Date.

REGENERON PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: David Parker
Executive Director, Clinical Trial Management
Regeneron Pharmaceuticals, Inc.

Date: 16 Jan 2019
16 Jan 2019

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

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Name: _____

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

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THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____ Digitally signed by Mark Featherston
Date: 2019.01.31 06:38:02 -06'00'

Name: Mark Featherston

Title: ~~Assistant Director~~ Office of Sponsored Projects

Date: 1/31/19

THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Master CTA as of the Effective Date.

REGENERON PHARMACEUTICALS, INC.

By: _____

Name: _____

Title: David Parker
Executive Director, Clinical Trial Management
Regeneron Pharmaceuticals, Inc.

Date: 16 Jan 2019
16Jan2019

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

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Title: _____

Date: _____

THE UNIVERSITY OF TEXAS AT AUSTIN

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER

By: _____

Name: NYMA SHAH
Director, Research Funding Programs

Title: _____

Date: 01/31/2019

Reviewed and Approved by RCTS#56753
UTMDACC Legal Services for
UTMDACC Signature: _____

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____

Name: Parwinder S. Grewal, PhD

Title: Exec. VP, Research, Grad Stu, NPD

Date: January 25, 2019

THE UNIVERSITY OF TEXAS SYSTEM

By: _____

Name: Raymond S. Greenberg, MD, PhD

Title: Executive Vice Chancellor for Health Affairs

Date: February 4, 2019

Appendix A

Administrative Contact Person and Address for Each Institution
[Per Section 11.5 of the MCTA, all notices must be in writing and no notices are to be sent or received by e-mail.]

The University of Texas at Austin Mark Featherston Assistant Director, Contracts/Agreements Office of Sponsored Projects P.O. Box 7726 Austin, Texas 78713-7726 Phone: 512-232-6087 Fax: 512-471-6564 Tax ID: 74-600023 Email: mark.featherston@austin.utexas.edu Tax ID: 74-600023	**The University of Texas Southwestern Medical Center** Megan Marks Assistant VP Sponsored Programs Administration 5323 Harry Hines Blvd. Dallas, TX 75390-9105 Phone: 214-648-4977 Fax: 214-648-4474 Email: megan.marks@UTSouthwestern.edu Tax ID: 75-6002868
The University of Texas Health Science Center at San Antonio Chris G. Green, CPA Director, Office of Sponsored Programs 7703 Floyd Curl Dr, Mail Code 7828 San Antonio, TX 78229-3900 Phone:210-567-2340 Fax: 210-567-8107 Email: contracts@uthscsa.edu Tax ID: 74-1586031	**The University of Texas Health Science Center at Houston** Kristin L. Parks Director, Clinical Research Finance and Administration Office of Sponsored Projects Administration Fannin Street, UCT1002 Houston, TX 77030 Phone: 713-500-3063 Fax: 713-383-3746 Email: Kristin.Parks@uth.tmc.edu Tax ID: 74-1761309 *Overnight address is:* 7000 Fannin Street, Suite UCT 1007-2 Houston, TX 77030
The University of Texas Health Science Center at Tyler Dena Walton Director, Office of Pre-Award Services 11937 U.S. Hwy. 271 Tyler, TX 75708-3154 Phone: 903-877-7486 Fax: 903-877-7558 Email: dena.walton@uthct.edu Tax ID: 75-6001354	**The University of Texas Medical Branch at Galveston** Lori Simon Director, Office of Clinical Research 6.170 Research Bldg. #6 Galveston, TX 77555 Phone:409-772-1978 Fax: 409-772-1968 Email: lasimon@utmb.edu Email: clinical.research@utmb.edu Tax ID: 74-6000949

The University of Texas Rio Grande Valley Glorimar Colón Research Liaison Officer Office of the Senior VP for Research, Innovation, and Economic Development 1201 West University Drive Edinburg, TX 78539 Phone: 965-665-3008 Fax: 956-665-2940 Email: glorimar.colon@utrgv.edu Tax ID: 46-5292740	**The University of Texas M. D. Anderson Cancer Center** Cindy Lee Senior Legal Officer 1515 Holcomb Boulevard, Unit 1676 Houston, TX 77030 Phone: 713-792-5016 Fax:713-794-4535 Email: cylee@mdanderson.org Tax ID: 74-6001118 **With Copy to:** **The University of Texas M.D. Anderson Cancer Center** Houston Mitchell Director, Sponsored Programs 1515 Holcomb Boulevard, Unit 1676 Houston, TX 77030 Phone: 713-563-3881 Fax:713-794-4535 Email: hmitchel@mdanderson.org Email: osp@mdanderson.org
The University of Texas System BethLynn Maxwell, Ph.D., J.D. Chief Health Research Officer, Office of Health Affairs Associate General Counsel, Office of General Counsel 210 West 7th Street Austin, TX 78701 Phone: 512-499-4518 Fax: 512-499-4523 Email: bmaxwell@utsystem.edu	**Clinical Trials Xpress** Carla Kantara, Ph.D., M.B.A Assoc. Vice President, Business Operations and Development Collaborative Clinical Research Solutions, Inc. Supports and Manages Clinical Trials Xpress 6341 Fannin Street, MSB 1.150 Houston, Texas, 77030 Phone: 713-500-7927 Email: carlakantara@ccrsconsultants.com

Appendix B

INDIVIDUAL CLINICAL STUDY AGREEMENT

The Individual Clinical Study Agreement ("ICSA") effective as of the date of last signature ("Effective Date") issued in accordance with Section 1.1 of the Master Clinical Trial Agreement ("Master CTA") is by and between Regeneron Pharmaceuticals, having an address at 777 Old Saw Mill River Road, Tarrytown, NY 10591, U.S.A. (hereinafter "Sponsor") and _____ having an address at _____ (hereinafter "Institution). Sponsor and Institution may be referred hereto individually as ("Party") or collectively referred hereto as the ("Parties").

WHEREAS, Sponsor and Institution entered into the Master CTA effective as of ____ day of _____, 20___ (the "Master CTA Effective Date").

WHEREAS, the Institution has the facilities and expertise to conduct the clinical research study defined below.

NOW, THEREFORE, in consideration of the mutual promises and covenants expressed herein, and intending to be legally bound, the Parties agree as follows:

(1) Sponsor and Institution hereby enter into this ICSA. The responsibilities and obligations of the Parties in regards to conducting a certain clinical research study defined below are detailed in the Master CTA.

Principal Investigator:	
Protocol Number:	
Protocol Title:	

(2) The Institution shall use its reasonable best efforts to enroll a minimum number of __ patients to the study in accordance with Section 1.8 of the Master CTA.

(3) **List of Attachments.**

Exhibit A: Protocol

Exhibit B: Budget and Payment Terms

Exhibit C: Equipment

Exhibit D: Minimum Labelling Requirements for Sponsor's Investigational Drug [**Note:** to be included only when contracting with The University of Texas M.D. Anderson Cancer Center]

(4) All communications pertaining to business matters under this Master CTA shall be directed as follows:

To the Institution: _____
_____
_____
Attention:
Fax:

To the Principal Investigator: _____
_____
_____
Fax:

To the Sponsor: Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, NY 10590
Attention: General Counsel
Fax: 914-789-5061

(5) The Master CTA and this ICSA constitute the entire agreement between the Parties concerning the subject matter herein. This ICSA may be amended or modified only in a writing signed by the Parties. With regards to the subject matter in this ICSA, in the event of any conflict between this ICSA and the terms and conditions in the Master CTA, the terms of this ICSA shall control. For clarity, in all other matters the terms and conditions of the Master CTA shall control except as otherwise mutually agreed to by the Parties in writing. Institution represents and certifies that each provision of this ICSA that amends or modifies specific terms in the Master CTA has approved by the Office of General Counsel of the UT System. [Note that Institutions may include any specific payment instructions here.]

(6) Capitalized terms used in this ICSA but not defined herein have the meanings assigned to them in the Master CTA.

(7) This ICSA may be executed in two (2) or more counterparts, each of which is deemed an original, but all of which together constitutes one instrument. The ICSA may be delivered electronically or by facsimile transmission, and the parties hereby agree that any electronic or facsimile signatures hereto are legal, valid and enforceable as originals.

-Signatures on the Next Page-

IN WITNESS WHEREOF, the parties have executed this ICSA as of the Effective Date

Regeneron Pharmaceuticals, Inc.	**«Institution»**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

READ AND ACKNOWLEDGED:

_____

Name: _____

Title: Principal Investigator

Date: _____

Exhibit A

Protocol

(Provided under separate cover)

Exhibit B

Budget and Payment Terms (to be inserted)

Exhibit C

Equipment

EQUIPMENT FORM

EQUIPMENT DESCRIPTION	# OF UNITS PROVIDED TO INVESTIGATIVE SITE	VALUE PER UNIT	TOTAL VALUE	TOTAL FAIR MARKET VALUE AT END OF STUDY†
TOTAL ESTIMATED VALUE OF EQUIPMENT*				

*Actual replacement or repair costs will be billed by Sponsor to Institution if equipment is lost, stolen, or otherwise not returned to Sponsor, or if equipment is damaged beyond normal wear and tear as a result of the negligence or willful misconduct of the Institution in accordance with Section 10.4 of the Master CTA.

†The Institution will pay Sponsor the total fair market value of the equipment if the Institution decides to purchase the equipment at the end of the Study, in accordance with Section 10.4 of the Master CTA.

Institution agrees that the equipment provided by Sponsor is to be used solely for use in the performance of the Study.

Exhibit D
Minimum Labelling Requirements for Investigational Drug
MINIMUM LABELLING REQUIREMENTS FOR INVESTIGATIONAL DRUG FORM
[**Note:** to be included only when contracting with The University of Texas M.D. Anderson Cancer Center]

1. Minimum Labeling Standards for Sponsor's Investigational Drug

Product Labeling by Sponsor

A. Sponsor shall ensure that all immediate containers of the [Investigational Drug] must, at a minimum, be labeled with the following information:

i. Name of product
ii. Lot or batch number
iii. Storage conditions
iv. Quantity
v. Formulation
vi. Name and address of manufacturer

Note: [Investigational Drug] that is shipped to Institution and not labeled as described above will be deemed unacceptable for use and will be destroyed or returned to Sponsor at its cost.

2. Drug Expiration/Re-Test Dating Information

Sponsor shall ensure that re-test and/or expiration dating information shall be provided to Institution with each lot of [Investigational Drug]. [Investigational Drug] may be quarantined by Institution until such information is provided.

Appendix C – ICSA Amendment

INDIVIDUAL CLINICAL STUDY AGREEMENT

AMENDMENT #___

This Amendment #__ (the "Amendment") effective as of the date of last signature ("Effective Date") is by and between Regeneron Pharmaceuticals, Inc., having an address at 777 Old Saw Mill River Road, Tarrytown, NY 10591, U.S.A. (hereinafter "Sponsor") and _____ having an address at _____ (hereinafter "Institution") and collectively referred hereto as the Parties.

WHEREAS, the Parties entered into a Master Clinical Trial Agreement (the "Master CTA") on [EFFECTIVE DATE OF MCTA] and an Individual Clinical Study Agreement (the "ICSA") on [EFFECTIVE DATE OF ICSA.

WHEREAS, Sponsor and Institution have a mutual interest in amending the ICSA regarding the Protocol entitled: _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants expressed herein, and intending to be legally bound, the Parties agree as follows:

(1) All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Master CTA or in the ICSA.

(2) [Include the reason for amendment. Note: if Sponsor and Institution amends or modifies specific terms in the Master CTA in this Amendment, then such revisions must be approved by the Office of General Counsel of the UT System.]

(3) The Exhibit B (Budget and Payment Terms) attached to the ICSA is hereby deleted in its entirety, and is replaced by the revised corresponding Exhibit B at the end of this Amendment.

(4) Except as expressly provided in this Amendment, all other terms and conditions of the Master CTA shall continue in full force and effect.

(5) This Amendment may be executed in two (2) or more counterparts, each of which is deemed an original, but all of which together constitutes one instrument. The Amendment may be delivered electronically or by facsimile transmission, and the parties hereby agree that any electronic or facsimile signatures hereto are legal, valid and enforceable as originals. Institution represents and certifies that each provision of this Amendment that amends specific terms in the Master CTA has been reviewed and approved by the Office of General Counsel of the UT System.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

Regeneron Pharmaceuticals, Inc.	**«Institution»**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

READ AND ACKNOWLEDGED:

_____

Name: _____

Title: Principal Investigator

Date: _____