Texas A&M University  
Department of Contract Administration  
213 COKE BLDG, 1260 TAMU  
College Station, Texas 77840  

Contract/Agreement Approval Transmittal Form  

Description of Contract  
Contractor/Other Party: Pfizer, Inc.  
Originating TAMU Office/Department: Vet-Large Animal Med. & Surgery  

Contract Action: New Agreement  

Contract Terms:  
Amount Per Fiscal Year:  
Beginning/Ending Dates: to  
Renewal Notice Date:  
Total Contract Value:  
Source of Funds:  
Contractor Insurance Documentation Due:  

Routing Instructions: To determine the approval process refer to the annual "President's Delegation of Authority for Contract Administration."  

Contract Originator (ABA, PI, etc.) Date  
Department or Unit Head Date  
College Dean or Division Head Date  
Director of Purchasing Services Date  
Department of Contract Administration* Date  

Contracts Officer Date  
Division Vice President Date  
VP for Finance Date  
President Date  

*signature indicates approval per Contract Review Guidelines  

OFFICE OF GENERAL COUNSEL COMMENTS  
☐ I find it to be in sufficient legal form for execution.  
☐ Please provide me with the following so that I may complete my legal review:  
  ☐ Original Agreement:  
  ☐ Referenced Document:  
  ☐ Following Information:  

☐ Please make the following changes / Please note: ☐ as marked:  

☐ Additional page(s) with comments attached.  
☐ With these changes made, the agreement is in sufficient legal form.  
☐ Please re-send with changes for further review.  


Office of General Counsel
MEMORANDUM

TO:  Texas A&M University Researchers

FROM:  Blake Petty  
        Business Development  
        Office of Technology Commercialization

RE:  Topics of Consideration Regarding Pfizer Master Agreement

Attached is a copy of the Master Agreement for Veterinary Clinical Trial Service and Research between TAMU and Pfizer, Inc. This Master Agreement serves as an instrument to establish various subsequent service and research collaborations between the parties, and defines both the manner in which the parties will interact and the disposition of any resulting intellectual property.

As the attached is a unique agreement governing Study projects with objectives and potential intellectual property that are not yet formalized, the System Office of Technology Commercialization ("OTC") would like to offer the following comments for your consideration prior to your pursuit or execution of a Study to be incorporated under this Master Agreement:

1. This Master Agreement governs two forms of mutual projects: Service Protocols and Research Protocols. Each type of Protocol has different objectives and carries different responsibilities for both TAMU and Pfizer:
   a. Service Protocols: Pfizer will provide a specific Service Protocol, which TAMU commits to perform without deviation. Inventions created under TAMU’s specific performance of a Service Protocol, as well as inventions created under any unauthorized deviation from the Service Protocol will belong outright to Pfizer (Section 6A).

   b. Research Protocols: Pfizer and TAMU will collaborate to develop a Research Protocol, and for all TAMU inventions created there under, Pfizer is granted an automatic non-exclusive right to commercialize (Section 6C(i)). Pfizer is also granted a 90-day exclusive option to negotiate for exclusive rights to commercialize such inventions (Section 6C(ii))

      i. If Pfizer decides to commercialize a TAMU invention under its automatic non-exclusive grant, Pfizer will pay a License Fee equal to the subject Research Protocol budget (Section 6C(i))

      ii. For 90 days following disclosure of a TAMU invention to Pfizer, Pfizer may exercise their exclusive option to negotiate with OTC for an exclusive grant to commercialize said invention, and will then have an additional 90 days to negotiate and execute an exclusive License Agreement for the invention (Section 6C(ii))
2. TAMU will promptly disclose all potential inventions to the OTC, who will subsequently disclose them to Pfizer for further consideration as applicable (Section 6Cii).

3. All proposed publication manuscripts or presentation abstracts will be submitted to Pfizer for review at least 60 days prior to publication or presentation, and TAMU may be required to delete certain proprietary information or withhold publication or presentation for an additional 30 days to allow for filing of patent protection (Section 10).

4. Unless otherwise specified in each Service or Research Protocol, TAMU will provide all facilities and study animals (including all care and management necessary) for each study (Section 1E), and will be responsible for maintaining all necessary records and meeting all IACUC requirements (Section 9A).

5. TAMU will provide a comprehensive written report detailing all work accomplished and evaluating all results within 30 days of completion of a Study (Section 9D).

It is important to note that specific Study proposals, budgets and timelines must still be negotiated between Pfizer and TAMU, but should a particular Study be incorporated as an Addendum to this Master Agreement, then the conditions contained herein related to Intellectual Property, Confidential Information, Publications, etc., will govern each individual Study.

Should the conditions in the Master Agreement be unsatisfactory for TAMU’s involvement in a particular Study, such projects can still be performed on a case-by-case basis and not added under this Master Agreement. However, it is the intent of both Pfizer and TAMU to put the attached in place in order to speed the study proposal and initiation process by pre-establishing the attached terms.

Feel free to contact the Office of Technology Commercialization with any questions or concerns that may arise related to this Master Agreement.
MASTER AGREEMENT FOR VETERINARY CLINICAL TRIAL SERVICE AND RESEARCH

This Master Agreement for Veterinary Clinical Trial Service and Research (this "Agreement"), dated March 21, 2006, is entered into by and between Pfizer Inc., acting through its Animal Health Division, a Delaware corporation with a business address at 7000 Portage Road, Kalamazoo, Michigan 49001 ("Pfizer"), and Texas A&M University, a public university of the State of Texas and a component of The Texas A&M University System, with a business address at College Station, Texas ("Provider"). For purposes of this Agreement, each party shall be deemed to include its respective affiliates, including, without limitation, its respective officers, directors, employees, agents and consultants.

BACKGROUND

The research program contemplated by this Agreement is of mutual interest and benefit to Provider and Pfizer, and will further Provider's instructional and research objectives in a manner consistent with its status as a state institution of higher education. Provider and Pfizer enter into this Agreement under which Provider will perform services and research when requested by Pfizer as provided in this Agreement on the following terms and conditions:

TERMS

1. SCOPE OF WORK

A. Provider shall exercise its best efforts to carry out the services and/or research ("Study") in accordance with the referenced Protocol of an Addendum as set forth in consecutively numbered Exhibit A's and B's, beginning with Exhibit A-1, A-2, B-1, B-2 and so forth, whichever is applicable ("Exhibit A" and "Exhibit B"). The terms and conditions of this Agreement shall apply to any Addendum entered into prior to the expiration of this Agreement. Each Protocol is incorporated into this Agreement by reference. In the event of any inconsistency between this Agreement and a Protocol, the terms of this Agreement shall govern. Changes in a Protocol may be made only through prior written agreement between Pfizer and Provider. Provider will complete each Study in a professional and diligent manner, on a schedule agreed to by the parties and at a price as set forth in each Exhibit. Provider agrees to conduct the Study in accordance with appropriate regulations and guidelines as specified in each Protocol.

B. "Protocols" mean the detailed protocols for each Study and are classified into "Service Protocols" and "Research Protocols," respectively.

C. "Service Protocols" are for services to be performed by Provider utilizing a Pfizer Study Drug / Device and a Protocol provided by Pfizer as set forth in Schedule A-2 of Exhibit A.

D. "Research Protocols" are Protocols developed by Pfizer in collaboration with Provider for research to be conducted under a Study between Pfizer and Provider as set forth in the Schedule B-2 of Exhibit B.

E. Provider shall provide, at Provider's sole expense unless otherwise specified in the Protocol, the facilities, animals, animal feed, animal care and management and all equipment,
tools, materials, supplies, services and hazardous waste disposal necessary to accomplish each Study under this Agreement, excluding test articles needed to perform the Study, which will be provided by Pfizer as specified in the Protocol. Animals will be owned by Provider unless specified otherwise in the Protocol.

2. **PRINCIPAL INVESTIGATOR AND COORDINATING INVESTIGATOR**

Provider's Principal Investigator ("Principal Investigator") who is identified in Exhibit A or B as applicable, will be responsible for the direction of the Study at Provider in accordance with the Protocol, applicable Provider policies, generally accepted standards of good clinical practice, all applicable local, state and federal laws and regulations governing the performance of clinical investigations. If for any reason, the above named individual(s) is unwilling or unable to continue to serve as Principal Investigator and a successor, acceptable to both Provider and Pfizer is not available, this Agreement may be terminated as provided in Section 4. Principal Investigator will work in close collaboration with the appropriate Pfizer personnel in furtherance of the Study.

3. **PFIZER STUDY DRUG / DEVICE**

A. Pfizer agrees to provide certain Pfizer Study Drugs / Devices described in Exhibits A or B, whichever is applicable, subject to the items and conditions of this Agreement and the following terms and conditions.

B. Provider and Principal Investigator acknowledge that the Pfizer Study Drugs / Devices are for veterinary investigative purposes only, and not for treatment of, or consumption by humans, and shall use the Pfizer Study Drugs / Devices only for the experiments set forth in the Protocol. Provider and Principal Investigator will use the Pfizer Study Drugs / Devices in compliance with any applicable federal, state or local law, regulation or ordinance.

C. Provider shall not make the Pfizer Study Drugs / Devices available to any third party or any person who is not subject to the direct supervision of the Principal Investigator without Pfizer's written consent. Provider or Principal Investigator shall not ascertain the structure of the Pfizer Study Drugs / Devices. At the conclusion of the Study, Provider will return or destroy any unused portion of the Pfizer Study Drugs / Devices.

4. **TERM AND TERMINATION**

The term of this Agreement is three (3) years from the date of its execution by Provider; provided, however, that this Agreement or any Protocol may be terminated for any of the following reasons: (i) notification to Pfizer from Federal, State Regulatory Authorities to terminate said Protocol or underlying study; (ii) a determination that the Principal Investigator is not performing an underlying study as required in a Protocol and/or is not meeting the agreed upon enrollment or maintenance of case report forms; or (iii) determination by either party hereto that business or scientific considerations require termination. In the event of termination for reason (i) stated above, Pfizer may terminate this Agreement or any Protocol immediately upon Provider's receipt of written notice from Pfizer supporting such a determination. In the event of termination for reasons (ii) or (iii) above, either party may terminate this Agreement or any Protocol by
providing written notice supporting such a determination to the other party at least sixty (60) days before the termination is to take effect. If Pfizer terminates this Agreement, Pfizer's only obligation shall be to pay Provider for the Study satisfactorily performed up to the date of termination. Upon termination, Provider will refund to Pfizer the unused portion of any advance payment made to Provider by Pfizer. In the event of any termination or expiration of this Agreement, the provisions of Sections 4, 5, 6, 7, 8, 10, 11 and 13 shall survive such termination, together with any other provision hereof that by its terms survives termination or expiration hereof.

5. PAYMENT

Pfizer will pay Provider for the performance of each Study as set forth in the attached budget Schedule A-1 or Schedule B-1, whichever is applicable. All costs outlined on the budget shall remain firm for the duration of the Study, unless otherwise agreed in writing by each Protocol. All payments will be made within forty-five (45) days of receipt of, and acceptance by, Pfizer of an invoice from Provider. Pfizer's acceptance of any invoice will be presumed if Pfizer provides no objection to Provider within thirty (30) days of receipt of invoice. If Provider anticipates or becomes aware of any change in the scope or timing of the performance of a Study, Provider will immediately notify Pfizer in writing. In no event will Provider incur costs beyond the sum provided for in a Protocol without the prior written approval of Pfizer. Provider acknowledges that the funding described above and established in each subsequent budget Schedule A-1 or Schedule B-1, as applicable, covers all direct and indirect costs of the Study described in the Protocols. Provider will ensure that all funds will be applied in accordance with each Protocol and will further ensure that no gratuitous services or materials are used.

6. INTELLECTUAL PROPERTY

A. Service Protocol Intellectual Property

i. Pfizer will retain ownership of any data, information or intellectual property furnished to Provider by Pfizer under all Service Protocols. The entire right, title and interest in and to any invention or discovery that is developed in the performance of the Service Protocol that relates to the Pfizer Drug / Device including any that contemplate either a new use or new formulation of the Pfizer Drug/Device or was made possible through use of Pfizer Confidential Information will belong to Pfizer (“Pfizer Service Protocol Inventions”). Provider will promptly disclose to Pfizer any Pfizer Service Protocol Inventions. In instances in which Pfizer desires to secure protection of such inventions, Provider will cooperate with Pfizer to the extent possible and as permitted by the Texas Attorney General for the purpose of filing and prosecuting patent applications, the cooperation to include the execution of any and all lawful papers which may be deemed necessary or desirable by Pfizer for the filing and prosecution of applications and for assignment of the same to Pfizer, including all declarations, oaths, specification, and instruments of assignments for filing and recordation in the United States and foreign patent offices, all such action to be taken at Pfizer's expense.
ii. Provider hereby acknowledges and agrees that (a) Service Protocols are to be performed hereunder without deviation therefrom whatsoever; (b) Provider and its personnel shall not deviate from the requirements of a Service Protocol unless a written amendment to the Service Protocol is executed in advance by the parties hereto, and (c) any deviation by Provider or its personnel in the absence of a proper written amendment may result in the disposition of intellectual property rights to Pfizer as provided herein. In furtherance of the foregoing, the parties hereby acknowledge that if, in the course of performance of a Service Protocol, Provider deems it necessary or desirable to deviate from its requirements in order to optimize the intended results thereof, Provider shall promptly notify Pfizer in writing prior to any such deviation. If Pfizer is agreeable to the proposed deviation (which may be determined at Pfizer’s sole discretion), the parties shall negotiate an amendment to the Service Protocol in good faith to account for the proposed deviation and, if necessary in light of intellectual property considerations, to modify the Service Protocol so that it becomes a Research Protocol, with treatment of intellectual property rights as provided herein. The time for performance of (and payment for) any Service Protocol for which an amendment is being sought or negotiated shall be tolled until such time as (x) an amendment thereto is executed or (y) Pfizer advises Provider in writing that no such deviation and/or amendment shall be accepted, whichever occurs earlier.

iii. Any inventions developed solely by Provider’s employees or by using Provider’s resources or facilities that are developed in the performance of the Service Protocol that do not relate to the Pfizer Drug / Device and/or do not contain Pfizer Confidential Information (“Provider Service Protocol Inventions”) under this Agreement shall be owned by Provider. Provider will promptly disclose to Pfizer any Provider Service Protocol Inventions.

B. Research Protocol Intellectual Property

i. Pfizer will retain ownership of any data, information or intellectual property furnished to Provider by Pfizer under all Research Protocols. In accordance with the U.S. patent law, any inventions developed solely by Pfizer employees in the performance of a Research Protocol (“Pfizer Research Protocol Inventions”) under this Agreement shall be owned by Pfizer.

ii. In accordance with the U.S. patent law, any inventions developed solely by Provider’s employees or by using Provider’s resources or facilities in the performance of a Research Protocol (“Provider Research Protocol Inventions”) under this Agreement shall be owned by Provider. Any inventions that are developed jointly by Provider employees and Pfizer employees in the performance of a Research Protocol (“Joint Research Protocol Inventions”) shall be jointly owned.

C. Disposition of Intellectual Property

i. Provider hereby grants Pfizer a non-exclusive, irrevocable, worldwide, royalty-free license, with a right of sub-license, to Provider Service Protocol Inventions and Provider Research Protocol Inventions for any and all purposes whatsoever. In the
event Pfizer intends to exploit any such Provider Service Protocol Invention or Provider Research Protocol Invention for any commercial purposes, Pfizer hereby agrees to pay Provider an additional amount equal to the total and final budget as agreed to between the parties and established in the respective Schedule A-1 or Schedule B-1, as appropriate, under which the subject Invention was developed. Payment of this amount shall be deemed a “Nonexclusive License Fee” and will be payable in full by Pfizer to The Texas A&M University System Office of Technology Commercialization at the address specified below, immediately upon initiation of Pfizer’s efforts to commercialize the subject Invention, regardless of whether commercial sales have occurred.

Rerem [sic] all Nonexclusive License Fees to:

Executive Director
Office of Technology Commercialization
The Texas A&M University System
3369 TAMU
College Station, Texas USA 77843-3369

Provider hereby reserves a non-exclusive, irrevocable, worldwide, royalty-free license to practice and use Provider Service Protocol Inventions, Provider Research Protocol Inventions for research and educational purposes only.

Excepting the restrictions stipulated in Section 6(C)(ii)(d) below, and in the absence of an executed exclusive license to Pfizer as described in Section 6(C)(ii) below, Provider further reserves a non-exclusive, irrevocable, worldwide, royalty-free license to practice and use Provider Service Protocol Inventions, Provider Research Protocol Inventions and Joint Research Protocol Inventions for any other purposes whatsoever, including the right to non-exclusively license such rights for the commercial benefit of third parties, with no accounting whatsoever to Pfizer.

For Joint Research Protocol Inventions conceived under this Agreement, Provider and Pfizer shall be deemed independent owners under 35 USC 262, in the absence of an agreement to the contrary.

ii. In addition, Pfizer shall have an exclusive option to negotiate an exclusive license with Provider for Provider Service Protocol Inventions, Provider Research Protocol Inventions and Provider’s share of Joint Research Protocol Inventions in accordance with the following provisions:

(a) Provider shall promptly disclose to Pfizer all Provider Service Protocol Inventions, Provider Research Protocol Inventions and Joint Research Protocol Inventions, and Pfizer agrees to notify Provider in writing within ninety (90) days of disclosure to Pfizer of any Provider Service Protocol Inventions, Provider Research Protocol Inventions and Joint Research Protocol Inventions (“Election Period”) as to whether or not it wishes to secure an exclusive license with respect thereto. Any additional time must be mutually agreed upon between the parties. During the Election Period, Pfizer shall advise Provider whether it
requests Provider to file and prosecute patent applications related to Provider Service Protocol Inventions, Provider Research Protocol Inventions or Joint Research Protocol Inventions, in which case Pfizer will cooperate with and assist Provider in filing and prosecuting any patent applications relating thereto, at Pfizer's reasonable expense;

(b) Pfizer shall have ninety (90) days from its date of election, if any, to conclude a license or option agreement with Provider for Provider Service Protocol Inventions, Provider Research Protocol Inventions or Provider's share of the Joint Research Protocol Inventions (“Negotiation Period”). Any additional time must be mutually agreed upon between the parties;

(c) All exclusive licenses shall be negotiated in good faith between the parties, with such licenses containing reasonable business terms common to Pfizer’s field of commercial interest and proposed application of the inventions, and any amounts payable immediately thereunder shall be reduced by the amount of fees, if any, paid by Pfizer pursuant to Section 6(C)(i) hereof;

(d) During the Election Period and, if any, the Negotiation Period, Provider shall not disclose or offer for sale or license to any third party any Provider Service Protocol Inventions, Provider Research Protocol Inventions or Joint Research Protocol Inventions; and

(e) If Pfizer elects not to secure an exclusive license or fails to notify Provider within the Election Period, or if Pfizer and Provider fail to enter into an exclusive license during the Negotiation Period without mutual agreement to extend such period, rights to Provider Service Protocol Inventions, Provider Research Protocol Inventions or Provider’s share of the Joint Research Protocol Inventions disclosed hereunder shall be disposed of in accordance with the terms of Section 6(C)(i) above, with no further obligation to Pfizer; provided, however, that Provider agrees that it shall not grant, or offer to grant, identical or substantially comparable rights to a third party on terms or at a price more favorable than offered to Pfizer during the course of negotiations, if any. Any violation of the foregoing provision shall automatically grant Pfizer the right and option to acquire such rights on terms offered to any such third party.

D. Except as may be expressly set forth in this paragraph, nothing contained in the Agreement shall be deemed to grant by implication, estoppel, or otherwise any commercial license under any patents, patent applications, or other proprietary interests to any inventions, discovery or improvement of either party.

F. It is recognized and understood that the existing inventions and technologies of Pfizer and Provider are their separate property, respectively, and are not affected by this Agreement and neither party shall have any claims to or rights in such existing inventions and technologies of the other party, despite the use of any such existing inventions and intellectual property in the performance of a Protocol, as necessary.
A. For purposes of this Agreement, the term “Confidential Information” shall mean all information relating to a Study, including but not limited to (i) data, know-how, technical and non-technical materials which Pfizer shall clearly mark as “confidential” and deliver to Provider pursuant to this Agreement and (ii) information resulting from a Study which incorporates and/or is derived from, in whole or part, any Pfizer proprietary data or materials. Information disclosed orally or visually and identified at that time as “confidential” or “proprietary” shall be considered as Confidential Information only if it is summarized in tangible form, marked "confidential" or "proprietary", and transmitted to the Provider within thirty (30) days after the oral or visual disclosure. Provider shall maintain the Confidential Information in confidence, to the extent permitted by law, with the same degree of care it holds its own confidential information. Provider shall not use the Confidential Information except to perform a Study. Provider will disclose the Confidential Information only to its officers, agents, students and employees directly concerned with carrying out the Study, but will not disclose the Confidential Information to any third party nor use the Confidential Information for any other purpose. All confidentiality obligations of Provider under this Agreement shall survive the termination of this Agreement for a period of five (5) years.

B. Except as may be provided in any resulting license relating thereto, if any, Pfizer will hold disclosures, as provided under Section 6, of Pfizer Service Protocol Inventions and Pfizer Research Protocol Inventions in confidence and will not reveal the disclosure to any third party without the prior written consent of Provider, which shall not be unreasonably withheld. Likewise, Provider will hold disclosures, if any, of Pfizer Service Protocol Inventions and Pfizer Research Protocol Inventions in confidence, to the extent permitted by law, and will not reveal the disclosure to any third party without the prior written consent of Pfizer.

8. EXCEPTIONS TO CONFIDENTIALITY

Provider’s obligation of nondisclosure and the limitations upon the right to use the Confidential Information shall not apply to the extent that Provider can demonstrate that the Confidential Information: (a) was in the possession of Provider prior to the time of disclosure; or (b) is or becomes public knowledge through no fault or omission of Provider; or (c) is obtained by Provider from a third party under no obligation of confidentiality to Pfizer; or (d) is required to be disclosed by any law, rule, regulation, subpoena, order, decree, or decision or other process of law, provided that, where feasible, in any such event, Provider will provide Pfizer with prior written notice and a reasonable opportunity to seek a protective order and Provider shall furnish only that portion of the Confidential Information that its counsel advises is required to be disclosed by law. All Confidential Information will be returned to Pfizer upon termination of this Agreement for any reason, except for one copy, which Provider may use for the sole purpose of determining its continuing confidentiality obligation to Pfizer under this Agreement.

9. REPORTS, RECORDKEEPING AND ACCESS TO FACILITIES

A. Provider and the Principal Investigator shall prepare and maintain records, reports and data as provided in the Protocol, IACUC requirements, and in accordance with all applicable
local, state and federal laws and regulations.

B. Provider shall cooperate with any regulatory authority with appropriate jurisdiction and allow them reasonable access to relevant study records and data.

C. Within thirty (30) days of completion of each Protocol and of completion of a Study, Provider shall deliver to Pfizer a comprehensive written report describing in detail the work accomplished under this Agreement and discussing and evaluating the results of such work, along with all records and raw data developed under this Agreement. Pfizer may utilize all data and results for any reasonable purpose, including regulatory submissions; provided, however, that Pfizer will not use Provider’s results to state or imply endorsement by Provider of Pfizer’s products and that Pfizer does not hold Provider liable for Pfizer’s use of such results.

D. For each animal research subject participating in a Study, Principal Investigator shall prepare and submit to Pfizer all original case report forms as required by the Protocol. Such case report forms shall be the property of Pfizer.

E. At Pfizer's own expense, Pfizer employees may visit Provider’s facilities to monitor and audit the work performed by Provider and to observe the conduct of a Study. Pfizer shall make said visits upon reasonable advance notice to Provider and shall hereby agree to comply with all Provider’s rules and regulations regarding said visits.

10. USE OF NAME; PUBLICATIONS

A. No press releases or other statements in connection with this Agreement intended for use in the public or private media shall be made by Pfizer or Provider without the prior written consent of the other party. If either party is required by law or governmental regulation to describe its relationship to the other, it shall promptly give the other party notice with a copy of any disclosure it proposes to make. In addition, Provider shall not use Pfizer’s name in connection with any products, services, promotion, or advertising without Pfizer’s prior written permission. In any such statements, it shall accurately describe the scope and nature of the relationship and the work being conducted.

B. Notwithstanding the foregoing paragraph, Provider and Pfizer recognize the traditional freedom of all scientists to publish and present promptly the results of their research. Provider and Pfizer also recognize that patent rights can be jeopardized by public disclosure prior to filing of suitable patent applications and that confidential information can be inadvertently disclosed. Therefore, Provider will assure that all proposed publications arising from a Study under this Agreement would be submitted to Pfizer before submission to a publisher for review, or in the case of a student thesis or dissertation, before submission to Provider libraries for public access. Pfizer shall have been furnished copies of any proposed manuscript intended for journal publication sixty (60) days in advance of such proposed publication and shall be furnished a copy of an abstract intended for presentation at a meeting or conference coordinators. Prior to the end of the review period, Pfizer may request and Provider agrees to delete all Pfizer Confidential Information. The review period may be extended for an additional thirty (30) days when Pfizer discloses reasonable need for such extension in order for patent protection to be filed.
11. INDEMNIFICATION

A. Pfizer agrees to indemnify, defend and hold harmless Provider, The Texas A&M University System, its regents, affiliates, officers, agents and employees and/or Principal Investigator from any and all liabilities, cost or expense, which they may incur as the result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the Service Protocols or by reason of Pfizer’s use of the research in Research Protocols; provided, however, that no such obligation shall exist to the extent that any such liability, loss, or damage results from:

   iii. Willful failure to adhere to the terms of the Protocol of Pfizer’s written instructions relative to the use of the Pfizer Study Drug / Device;

   iv. Failure to comply with any applicable FDA or USDA or other governmental requirements, or applicable laws, ordinances or regulations; or

   v. Negligence or willful malfeasance by Provider, its trustees, officers, agents and employees or the Principal Investigator.

B. Provider and its Principal Investigator agree to notify Pfizer as soon as it becomes aware of a claim or action and to cooperate with and to authorize Pfizer to carry out the sole management and defense of such claim or action. Provider’s obligations under this paragraph are subject to approval by the Texas Attorney General.

12. REPRESENTATION

Provider will use reasonable efforts to ensure that the services and any work product provided to Pfizer pursuant to this Agreement will conform to the overall description, features, function and specifications set forth in the relevant Exhibit. Provider makes no other representations and extends no warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, nor does TAMU assume any obligations with respect to infringement of third parties due to Pfizer’s activities under this Agreement.

13. MISCELLANEOUS

A. Debarment. Provider certifies, to the best of its knowledge and belief, that it is not debarred under subsections 306(a) or (b) of the Federal Food, Drug and Cosmetic Act and that it has not and will not use in any capacity the services of any person debarred under such law with respect to services to be performed under this Agreement. Provider further certifies that it will amend this certification as necessary in light of new information.

B. Relationship of the Parties. The parties hereto shall render the services hereunder as independent contractors and neither party’s employees shall be considered employees of the other party. Accordingly, neither party nor its employees will (i) participate in the other party’s employee benefit plans nor receive any other compensation beyond that stated below, (ii) have the power or authority to bind the other party or to assume or create any obligation or
responsibility, express or implied, on the other party's part or in the other party's name, except as otherwise set forth in this Agreement, or (iii) represent to any person or entity that a party or any employee of that party has such power or authority to so bind or oblige the other party. Pfizer shall make the payments due under this Agreement to Provider without any deductions for taxes of any kind whatsoever in conformity with Provider's status as an independent contractor. Provider shall be solely responsible for payment of any taxes that may be due and payable as a result of the payments made under this Agreement and agrees to pay all such taxes.

C. Notices. Any notices permitted or required pursuant to this Agreement shall be deemed effective if made in writing and sent, postage prepaid, return receipt requested, or by overnight delivery as follows:

If to Pfizer:

Pfizer Animal Health
Attn: Legal Division
7000 Portage Road
Kalamazoo MI 49001-0199

With a copy to:

Pfizer Inc.
Attn: Senior Corporate Counsel
235 E. 42nd Street
Mailstop: 150-42-22
New York, NY 10017

If to Provider:

Texas A&M University
College of Veterinary Medicine
4461 TAMU
College Station, Texas 77843-4461
Attn: Associate Dean of Research

With a copy to:

Executive Director
Office of Technology Commercialization
The Texas A&M University System
3369 TAMU
College Station, Texas 77843-3361

D. Entire Agreement; Amendments. This Agreement sets forth the entire agreement between Pfizer and Provider as to its subject matter. None of the terms of this Agreement shall be amended except in a writing signed by both parties.

E. Force Majeure. Neither Pfizer nor Provider shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of Pfizer or Provider.
F. **Authority and Compliance; No Assignment.** Each party hereto represents it has the right and authority to enter into and perform its obligations under this Agreement. Both Pfizer and Provider will perform all of its obligations under this Agreement in accordance with all applicable governmental laws, rules and regulations. Neither party may transfer or assign its rights or obligations under this Agreement, nor any fees or amounts payable to a party hereunder, without the prior written consent of both parties. Any attempted assignment, transfer or delegation without such written consent shall be null and void. Either party may terminate this Agreement at any time and without notice in the event of such an unauthorized assignment, transfer or delegation.

G. **Audits.** Provider shall maintain, in accordance with Generally Accepted Accounting Principles and Practices, records reflecting the accuracy of Provider's charges, including invoices for compensation, and other information as Pfizer may reasonably require in connection with this Agreement. Provider shall preserve such documents, without receipt of additional compensation, for at least three years after the date of the final payment. Upon reasonable notice, Pfizer may audit such documents to verify compliance with this Agreement. All such information gathered in said audit shall be held as confidential information by Pfizer, except to the extent necessary for Pfizer to reveal such information in order to enforce its rights under this Agreement or if disclosure is required by law. Provider shall co-operate fully with Pfizer during audits performed under this Section, including furnishing to Pfizer copies of all requested documents.

H. **Governing Law.** This Agreement shall be construed under the Constitution and laws of the State of Texas, USA.

I. **Nondiscrimination.** In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, Provider and Pfizer will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in their administration of policies, programs, or activities; admission policies; other programs or employment.

J. **No Waiver; Severability.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provision of this Agreement and no waiver shall be effective unless made in writing.

(signatures on following page)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Texas A&M University
College of Veterinary Medicine

By: H. Richard Adams
Name: H. Richard Adams
Title: Dean
Date: 3/31/06

Texas A&M University

By: Richard E. Ewing
Name: Richard E. Ewing
Title: Vice President for Research
Date: 3/21/06

Pfizer Inc.

By: [Signature]
Name: [Signature]
Title: President, Pfizer Animal Health
Date: April 5, 2006
EXHIBIT A-1

ADDENDUM FOR SERVICE PROTOCOLS

This Addendum shall be binding upon the undersigned upon its execution by the duly authorized representative of the parties as of the day and year written below. It is subject to the terms of the Master Agreement for Veterinary Clinical Trial Service and Research dated March 21, 2006.

1. STUDY INFORMATION:

   Period of Performance: ________________________________

   Principal Investigator: ________________________________

   Coordinating Investigator: _____________________________

   Pfizer Study Drug / Device: ____________________________

2. PROTOCOL (SCHEDULE A-2):

   Protocol Title: ________________________________

   A copy of the Protocol is attached as Schedule A-2 hereto.

3. MODIFICATIONS AND ADDITIONAL TERMS FOR THIS STUDY:

   The provisions of this Article supersede any conflicting provisions of the Master Agreement for Veterinary Clinical Trial Service and Research

4. COST AND PAYMENT (SCHEDULE A-1):

   A. Payment shall be made to Provider according to Schedule A-1 appended hereto and incorporated herein by reference. All cost outlined on Schedule A-1 shall remain firm for the duration of the Study, unless otherwise agreed to in writing by Provider and Pfizer.

   B. Checks will be made payable to “_________________________”

   __________________________________________

   __________________________________________
5. **NOTICES:**

Any notice shall be sent to the following addresses, with a copy also sent to the designated facsimile number. Notice shall be effective on the date of receipt.

**Provider (ADMINISTRATIVE MATTERS):**
Texas A&M University

**Provider (RESEARCH MATTERS):**
Texas A&M University

**Pfizer (ADMINISTRATIVE MATTERS):**
PFIZER INC.
B190, MS018
7000 PORTAGE ROAD
KALAMAZOO, MI 49001-0199
ATTENTION: LEGAL DEPARTMENT
Fax: 269-833-2600

**Pfizer (RESEARCH MATTERS):**

(signatures on following page)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

**PFIZER INC.**

**By:**

(Signature)

(Print or Type Name)

**Title:**

**Date:**

---

**TENAS A&M UNIVERSITY**

**By:**

(Signature)

(Print or Type Name)

**Title:**

**Date:**

---

**Principal Investor:**

I understand that I may be under strict obligations of confidentiality under the terms and conditions of this Study. I will abide by such terms and conditions along with all other terms and conditions that apply to me. I understand that I may be personally responsible for breaches of confidentiality for information provided to me under this Study, if any.

**Acknowledged and Agreed to by Principal Investigator(s)**

**By:**

(Signature)

---

By: (Print or Type Name)

**Title:**

**Date:**
SCHEDULE A-1

SERVICE PROTOCOL BUDGET

THIS PAGE SHOULD INCLUDE A COPY OF THE SERVICE PROTOCOL BUDGET INCLUDING PAYMENT SCHEDULE.
SCHEDULE A-2

PROTOCOL FOR SERVICE PROTOCOL

THIS PAGE SHOULD INCLUDE A COPY OF THE PROTOCOL FOR THE SERVICE PROTOCOL.
ADDENDUM FOR RESEARCH PROTOCOL

This Addendum shall be binding upon the undersigned upon its execution by the duly authorized representative of the parties as of the day and year written below. It is subject to the terms of the Master Agreement for Veterinary Clinical Trial Service and Research dated March 21, 2006.

1. STUDY INFORMATION:

   Period of Performance: ________________________________

   Principal Investigator: ________________________________

   Coordinating Investigator: ________________________________

   Pfizer Study Drug / Device: ________________________________

2. PROTOCOL (SCHEDULE B-2):

   Protocol Title: _______________________________________

   A copy of the Protocol is attached as Schedule B-2 hereto.

3. MODIFICATIONS AND ADDITIONAL TERMS FOR THIS STUDY:

   The provisions of this Article supersede any conflicting provisions of the Master Agreement for Veterinary Clinical Trial Service and Research.

4. COST AND PAYMENT (SCHEDULE B-1):

   A. Payment shall be made to Provider according to Schedule B-1 appended hereto and incorporated herein by reference. All cost outlined on Schedule B-1 shall remain firm for the duration of the Study, unless otherwise agreed to in writing by Provider and Pfizer.

   B. Checks will be made payable to "______________________________"
5. **NOTICES:**

Any notice shall be sent to the following addresses, with a copy also sent to the designated facsimile number. Notice shall be effective on the date of receipt.

**Provider (ADMINISTRATIVE MATTERS):**
Texas A&M University

**Provider (RESEARCH MATTERS):**

**Pfizer (ADMINISTRATIVE MATTERS):**

**PFIZER INC.**
B190, MS018
7000 PORTAGE ROAD
KALAMAZOO, MI 49001-0199
**ATTENTION: LEGAL DEPARTMENT**

Fax: 269-833-2600

**Pfizer (RESEARCH MATTERS):**

(signatures on following page)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

PFIZER INC.

BY: ____________________________
   (Signature)

_______________________________
   (Print or Type Name)

TITLE: __________________________

DATE: __________________________

TEXAS A&M UNIVERSITY

BY: ____________________________
   (Signature)

_______________________________
   (Print or Type Name)

TITLE: __________________________

DATE: __________________________

PRINCIPAL INVESTOR:

I understand that I may be under strict obligations of confidentiality under the terms and conditions of this Study. I will abide by such terms and conditions along with all other terms and conditions that apply to me. I understand that I may be personally responsible for breaches of confidentiality for information provided to me under this Study, if any.

ACKNOWLEDGED AND AGREED TO BY PRINCIPAL INVESTIGATOR(S)

BY: ____________________________
   (Signature)

_______________________________
   (Print or Type Name)

TITLE: __________________________

DATE: __________________________
SCHEDULE B-1

RESEARCH PROTOCOL BUDGET

THIS PAGE SHOULD INCLUDE A COPY OF THE RESEARCH PROTOCOL BUDGET INCLUDING PAYMENT SCHEDULE.
SCHEDULE B-2

WORK PLAN FOR RESEARCH PROTOCOL

THIS PAGE SHOULD INCLUDE A COPY OF THE WORK PLAN FOR THE RESEARCH PROTOCOL.