
MASTER SERVICES AGREEMENT

BY AND BETWEEN

Sandoz International GmbH

AND

Trustees of Boston University

1.	THE SERVICES.....	4
2.	FEES & EXPENSES.....	5
3.	CONFIDENTIALITY.....	6
4.	PUBLICATIONS.....	7
5.	INTELLECTUAL PROPERTY.....	8
6.	INDEMNIFICATION.....	8
7.	TERM.....	9
8.	TERMINATION	9
9.	REVIEW/DISCUSSION/VISITS.....	10
10.	RESPONSIBLE PROCUREMENT.....	10
11.	MISCELLANEOUS.....	11

List of Exhibits:

Exhibit A:	Center for Global Health & Development Institutional Capability Statement
Exhibit B:	Form of Work Order
Exhibit C:	Novartis Supplier Code
Exhibit D:	Sandoz Professional Practices Policy

MASTER RESEARCH SERVICES AGREEMENT

This Master Research Services Agreement ("**Agreement**") is entered into on the date of last signature to this Agreement ("**Effective Date**") by and between

- (1) **Sandoz International GmbH**, a company incorporated and validly existing under the laws of Germany, registered with the commercial register of Munich under registration number HRB 157536, having its business address at Industriestraße 25, 83607 Holzkirchen, Germany (hereinafter referred to as "**Sandoz**"), and
- (2) **Trustees of Boston University**, a non-profit corporation incorporated and validly existing under the laws of Massachusetts, registered with the Commonwealth of Massachusetts and having a business address at 25 Buick Street, Boston, MA 02215 (hereinafter referred to as "**Service Provider**").

Service Provider and Sandoz are hereinafter also referred to individually as "**Party**" or collectively as "**Parties**".

WHEREAS, Novartis AG and its Affiliates (together referred to as "**Novartis**") form a global healthcare company based in Basel which provides healthcare solutions that address the evolving needs of patients and societies worldwide and which provides a comprehensive portfolio of pharmaceuticals, eye care products and generic medicines.

WHEREAS, "Novartis Access" is a Novartis group-wide corporate social responsibility initiative to support further access to medicines in low- and middle-income countries focusing on affordability and availability of innovative pharmaceutical treatments as well as high-quality generic medicines in the area of four key non-communicable diseases (NCDs) – cardiovascular diseases, respiratory illnesses, diabetes and breast cancer which represent the highest growing disease burden also in low- and middle-income countries (the "**Novartis Access Programme**").

WHEREAS, Novartis in consultation with governments, health care providers, non-governmental organizations (NGOs) and patient organizations is committed to act against the growing disease burden of NCDs by implementing the Novartis Access Programme in various low- and middle income countries.

WHEREAS, Novartis is committed to create a lasting impact and provide effective access to medicines by offering the Novartis Access Programme portfolio of products to the public sector, including governments and its political sub-divisions, procurement bodies and government-controlled entities, NGOs and other stakeholders of the public sector in the respective countries which form part of the Novartis Access Programme.

WHEREAS, Service Provider has special expertise and a longstanding experience in the field of designing and monitoring impact evaluations as set out in more detail in the "Center for Global Health & Development Institutional Capability Statement" attached as **Exhibit A** hereto ("**Field**").

WHEREAS Sandoz or its Affiliates may wish to retain Service Provider to perform Services in the Field as detailed in work orders relating to the Novartis Access Programme; and

WHEREAS the Parties wish to enter into this Agreement under which Service Provider may perform Services in the Field for Sandoz and/or its Affiliates.

NOW THEREFORE, the parties agree as follows:

1. THE SERVICES

- 1.1 Service Provider agrees to provide professional research services to Sandoz and its adhering Affiliates in the Field. Service Provider shall provide services on the basis of written Work Orders for individual projects under the provisions of this Agreement ("**Services**"); the Work Orders shall be in a format substantially similar to the template set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Performance of the Services shall be in accordance with this Agreement and the terms and conditions of the respective Work Order. Neither, Service Provider, Sandoz nor its Affiliates are under any obligation to contract with each other for individual projects. When an Affiliate enters into a Work Order, liability for breach under this Agreement and the Work Order shall lie with the parties to the respective Work Order.

Upon written approval by Sandoz, Service Provider shall be permitted to collaborate with any other third party relating to the Novartis Access Programme in order to perform the Services as set out in this Agreement or any respective Work Order.

- 1.2 Service Provider represents and warrants that its performance of the Services shall be: (i) in compliance with all applicable federal, state and local laws, statutes, rules, regulations and orders; (ii) in conformance with the level of care and skill ordinarily exercised in similar circumstances by providers of the same or similar services; (iii) in compliance with all Sandoz policies as provided to Service Provider by Sandoz, in particular, Services shall comply with the Sandoz Professional Practices Policy set forth in Exhibit D; (v) if applicable to the Services being provided, in compliance current ICH Guidelines for Good Clinical Practices (CPMP/ICH/135/95) ("**GCP**"), current Good Clinical Laboratory Practices ("**GCLP**") and current Good Manufacturing Practices ("**GMP**") as applied in the country where the Services are to be carried out; and (vi) in accordance with this Agreement.
- 1.3 Services Provider acknowledges that certain research services which are to be defined between the Parties in more detail in the course of this Agreement may require Sandoz to incorporate additional contractual provisions relating to pharmacovigilance pursuant to Sandoz's internal guidelines and policies and such provisions shall then be included by way of amendment to this Agreement. The Parties agree that any questionnaire which shall be used in connection with the performance of the Services shall be subject to prior written approval by Sandoz.
- 1.4 The Services shall be identified in the applicable Work Order, and shall not be substituted without the prior written approval of Sandoz. In the event that any member of the Key Personnel (as identified in the applicable Work Order) is unable or unwilling to perform the Services for any reason or ceases to be employed by Service Provider, Service Provider shall promptly so notify Sandoz. Sandoz has the right to request in writing the removal or replacement of Key Personnel for cause, such as unsatisfactory performance. To the extent feasible and subject to approval by Service Provider, Service Provider will promptly respond to Sandoz regarding to such request and will either provide a replacement, in accordance with the Budget, which is attached hereto and incorporated herein by reference as Appendix B, within a reasonable timeframe or the Parties may terminate the applicable Work Order in accordance with Section 8 below. Service Provider shall not be entitled to subcontract the Services (in whole or in part) without the prior written consent of Sandoz.
- 1.5 If Sandoz requests Service Provider to provide services which are additional to or different from the Services set forth in the respective Work Order, the services and costs be mutually agreed on in writing prior to initiation, and documented in a written amendment to that Work Order.

- 1.6 Service Provider shall prepare and maintain complete and accurate written records, accounts, reports and data of the Services ("**Records**") for the duration of this Agreement and any Work Orders and for as long as required to by applicable law, Service Provider shall use its reasonable best efforts to ensure the safety and secure storage of such Records. Sandoz may examine and inspect the accuracy and the conditions of storage, if applicable, at mutually agreeable times and upon reasonable prior written notice.
- 1.7 For the purposes of this Agreement, "**Affiliate**" shall mean any corporation, company, joint venture and/or firm that controls, is controlled by, or is under common control with a Party. For purposes of this definition, "**control**" means (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

2. FEES & EXPENSES

- 2.1 In consideration of the Services performed by Service Provider, Sandoz agrees to pay to Service Provider the amounts set forth in the applicable Work Order, subject to the terms and conditions of this Agreement and the applicable Work Order. Sandoz shall pay all undisputed amounts within sixty (60) days after its receipt and approval of the applicable invoice.
- 2.2 Except as specified in this Agreement or in the applicable Work Order, Service Provider will receive no other payments or reimbursements from Sandoz for or in connection with the Services.
- 2.3 Invoices shall be sent either (i) as an electronic file in pdf format, by email to the email-address [REDACTED] (one invoice per file only!) or (ii) as a printed document to the following address:

Salutas Pharma GmbH
Kreditorenbuchhaltung
Otto-von-Guericke-Allee 1
D-39179 Barleben

Each invoice must at least contain or be accompanied by the following data:

- Service Provider's name, address and account information,
- Sandoz (name and address) as invoice recipient
- the date of this Agreement
- the amount invoiced
- the applicable tax (if any) with regard to fees and expenses and all information required under applicable law regarding applicable taxes (such as, for example the TAX ID number, if applicable)
- the Services to which the invoice relates and the delivery date or the delivery period covered by the invoice

Each invoice shall set forth separate figures for the fees and the billable expenses incurred by Service Provider in connection with the Services (if any). Receipts and other documentation

of payment of any Work Order related expenses must be sent to Sandoz together with the corresponding invoice.

- 2.4 **Contact Persons.** The Parties hereby appoint the following contact persons who shall be solely authorized to communicate to the other Party any binding decisions regarding the performance of this Agreement. Either Party shall immediately inform the other Party in the event that a new contact person or a representative shall be appointed.

- (a) **Sandoz Contact:** the contact person for the Service Provider at Sandoz shall be:

[REDACTED]
Global Head, Novartis Access
Sandoz International GmbH
Industriestr. 18
D-83607 Holzkirchen
GERMANY

Phone: [REDACTED]
Fax: [REDACTED]
Mobile: [REDACTED]
Email: [REDACTED]

- (b) **Service Provider Contact:** the contact person for Sandoz at Service Provider shall be:

[REDACTED]
Associate Director, Industry Contracts and
Agreements
Boston University, Office of Sponsored
Programs
25 Buick Street, Suite 200
Boston, MA 02215
Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

3- CONFIDENTIALITY

- 3.1 Service Provider undertakes to treat all proprietary and non-public scientific, technical, commercial and/or other information, data, documents, results, including Sandoz Intellectual Property which are disclosed by Sandoz in connection with this Agreement and/or any Work Orders to Service Provider and which is identified as confidential and proprietary at the time of disclosure ("**Information**") as confidential, except for information which Service Provider is able to demonstrate:

- (a) was already in the possession of Service Provider at the time it was acquired from Sandoz;
- (b) is already generally available to the public, or subsequently becomes so available without default on the part of Service Provider;
- (c) is received by Service Provider from a third party who did not acquire it directly or indirectly from Sandoz in confidence; or
- (d) is developed by Service Provider, independently from the Information disclosed.

- 3.2 It is agreed and understood that the existence and general subject matter of this Agreement shall not be deemed Sandoz's Information and nothing herein shall prevent Service Provider from representing to third parties that it has certain publication rights pursuant to this Agreement. In addition, nothing in Section 3 shall prevent the disclosure of those parts of the Information which are required to be disclosed by law or court order; provided however that if Service Provider is so required to disclose any such Information, it shall provide Sandoz prompt written notice of such requirement so that Sandoz may seek a protective order or other appropriate remedy to prevent or limit such disclosure.
- 3.3 Service Provider undertakes that the Information will be used exclusively for the purposes of this Agreement and/or any Work Orders.
- 3.4 After termination or expiry of this Agreement, Service Provider will return to Sandoz or, at Sandoz's option, will destroy any documents supplied by Sandoz as well as all copies of and extracts from such documents provided, however, that Service Provider's legal department may retain one (1) copy for the sole purpose of verifying compliance with Service Provider's obligations under this Agreement.
- 3.5 The obligation set forth in Section 3 shall also be applicable with regard to such Information and shall remain in effect during the term of this Agreement and for five (5) years following the expiration or early termination of this Agreement.

4- PUBLICATIONS

Notwithstanding Section 3 (*Confidentiality*) or any other provision of this Agreement, Service Provider may publish and present its results of the services generated by Service Provider or otherwise make the results of the services generated by Service Provider available to the public in furtherance of Service Provider's academic and educational purposes after giving Sandoz an opportunity to review and comment in accordance with this Section 4.

Service Provider shall submit a copy of any manuscript and/or abstract to Sandoz for review and comment thirty (30) days prior to submission of such manuscript or abstract for publication. Sandoz shall then have thirty (30) days from the receipt of such materials to review and provide Service Provider with written comments with respect to the material. In its written comments, Sandoz shall specifically identify: (i) any of Information that might be disclosed in such publication; (ii) any information in such publication that might disclose patentable inventions. Sandoz may request that Service Provider delete any information that constitutes Sandoz's Information. For the avoidance of doubt, the results of the research conducted hereunder shall not be deemed Sandoz Information. Service Provider shall not be required to delete any information if such deletion may reasonably cause the publication to be scientifically incomplete, inaccurate, or misleading. Service Provider shall in good faith give due consideration to Sandoz's comments and requests but are not required to modify the publication in response. In the event a proposed publication contains information which could negatively affect the intellectual property interests of Sandoz, upon written request from Sandoz, Service Provider shall delay the publication for an additional thirty (30) days to allow Sandoz to file an application for patent or to take other action to protect such interests. If Service Provider receives no written response from Sandoz within the thirty (30)-day review period, Service Provider may proceed with publication. It is agreed and understood that the requirements of this section shall not apply teaching materials generated and presented to students by Service Provider.

Each Party agrees that it shall not use the other Party's names, logos, symbols or trademarks in any advertising or promotional materials or statement to the public without the prior written approval of such other Party.

5. INTELLECTUAL PROPERTY

- 5.1 Intellectual property shall include without limitation all rights to and any interests in any patent, design, manuscript, results, data, trade mark, copyright, know-how, trade secret and any other proprietary right or form of intellectual property (whether protectable by registration or not) customer list, agreement, specification, formula, device, drawing programme, design, system, process, logo, mark or style ("**Intellectual Property**"). All Intellectual Property provided to Service Provider by and/or on behalf of Sandoz, in any form whatsoever, which is owned by or licensed to Sandoz prior to being provided to Service Provider, shall remain the property of Sandoz ("**Sandoz Intellectual Property**"). Service Provider shall acquire no right, title or interest in the Sandoz Intellectual Property as a result of its performance of the Services.
- 5.2 It is agreed and understood that Service Provider shall own the results produced or developed by Service Provider or its collaborators which are generated as a result of activities in pursuance of this Agreement and/or any Work Orders ("**Results**") however Sandoz may, on a non-exclusive basis use and commercially exploit at its sole discretion such Results.
- 5.3 Service Provider and its collaborators shall, to the extent required for the above purpose, and at no additional cost to Sandoz:
- (a) provide copies of such Results to Sandoz; and
 - (b) provide all assistance and execute all documents that may be necessary for Sandoz to exercise its right hereunder.
- 5.4 Upon the request of Sandoz, after completion of the Services under any Work Order, or the early termination or expiration of this Agreement, Service Provider shall return to Sandoz all Sandoz Intellectual Property, and shall provide to Sandoz copies of all Results.
- 5.5 Notwithstanding anything to the contrary contained in this Agreement, Service Provider reserves all rights, title and interest in and to Service Provider's Intellectual Property, including without limitation, templates, manuals, designs, utilities, tools, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications, owned, developed or licensed by, or on behalf of, Service Provider prior to, or independent of its performance under this Agreement, even if utilized to provide the Services ("**Components**"), including without limitation, all modifications or enhancements to such Components developed in the course of performing the Services, except to the extent that such modifications or enhancements to the Components incorporate or are based upon Sandoz's Information or Sandoz's Intellectual Property. To the extent necessary to exercise its right hereunder, and notwithstanding the foregoing, Sandoz shall have a non-exclusive, non-transferable (except to Sandoz's Affiliates and to other persons or entities Sandoz transfers or otherwise authorizes) worldwide, royalty-free license to use such Components for any lawful purposes that are appropriate within the scope of this Agreement, including without limits any interpretation purposes or regulatory authorities' purposes.

6. INDEMNIFICATION

- 6.1 Each Party ("**Indemnifying Party**") will indemnify and hold harmless the other Party and its Affiliates and their respective successors, assigns, directors, officers, employees and agents from and against any and all liabilities, claims, damages, losses, settlements, penalties, fines, costs and expenses, including attorneys' fees, (collectively, "**Damages**") (but not including taxes) arising from any third party demand, investigation, claim, action or suit to the extent based on (i) the gross negligence, bad faith or willful or intentional misconduct of the Indemnifying Party or its Affiliates under this Agreement, (ii) a material breach by the

Indemnifying Party or its Affiliates of any term of this Agreement, or (iii) a violation of any relevant law, rule or regulation by the Indemnifying Party or its Affiliates in the performance of its duties under this Agreement.

- 6.2 In the event of a claim for indemnification, the indemnified party will notify the Indemnifying Party as soon as possible in writing of the details. The indemnified party will allow the indemnifying Party, at its cost and expense, to handle and control the defense and/or settlement of the claim and will reasonably cooperate with the Indemnifying Party in such defense however the indemnifying Party shall not settle or otherwise resolve any claim in a manner that admits fault or wrongdoing on the part of the indemnified party without the indemnified party's express prior written consent which shall not be unreasonably withheld.
- 6.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NONE OF THE PARTIES, OR THEIR AFFILIATES, OR ANY OF THEIR RESPECTIVE DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE LOSS OF OPPORTUNITY, OR LOSS OF REVENUE OR PROFIT.

SERVICE PROVIDER MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES CONCERNING THE CONDITION OF THE RESEARCH OR ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT.

7. TERM

This Agreement shall be deemed effective as of the Effective Date and shall remain in effect for a period of five (5) years from that date unless terminated earlier in accordance with the terms of this Agreement.

8. TERMINATION

- 8.1 This Agreement may be terminated by either Party for any reason by giving ninety (90) days prior notice to the other Party. Any Work Order may be terminated by either for any reason by giving forty-five (45) days prior notice to the other Party.
- 8.2 Either Party may terminate this Agreement or any Work Order immediately at any time by written notice if the other Party:
- (a) is in breach of any of its obligations under this Agreement or the respective Work Order and fails or is unable to remedy such breach within thirty (30) days of receipt of notice in writing specifying the breach.
 - (b) is or states that it is unable to pay its debts as they fall due, enters into any scheme of arrangement or composition with, or assignment for the benefit of all or any class or creditors, is wound up or has a liquidator, provisional liquidator, receiver and manager or statutory or other official manager appointed over all or any part of its property.
- 8.3 Upon the expiry or termination of this Agreement or any Work Order, Service Provider shall discontinue the respective Services in the most cost effective manner feasible.
- 8.4 If this Agreement or any Work Order is terminated:

- (a) on notice in accordance with Section 7.1 then Sandoz will remunerate Service Provider for all reasonable costs and non-cancellable commitments incurred based on the affected Work Order up to the termination and Service Provider will provide Sandoz with all Results obtained up to termination.
- (b) Sandoz shall pay any fees or costs incurred by Service Provider under this Agreement for service that were correctly performed and the results to which are provided to Sandoz.

9. REVIEW/DISCUSSION/VISITS

- 9.1 Service Provider shall promptly respond to any reasonable request by Sandoz from time to time during the performance of Services that Service Provider and its employers and collaborators review and discuss with representatives of Sandoz the progress of any Services and related matters.
- 9.2 If Service Provider encounters any unanticipated problem or abnormal result during the conduct of the Services, the Service Provider shall report this to Sandoz without delay, and any further action to be taken shall be decided in consultation with Sandoz.
- 9.3 At mutually agreeable time and upon reasonable prior notice, representatives of Sandoz may visit the facilities where the Services are being performed.

10. RESPONSIBLE PROCUREMENT

- 10.1 **Responsible Procurement.** Service Provider is obliged to comply with the laws of the respective jurisdiction, as they relate to Service Provider's performance of this Agreement, in particular, the performance of any agreed Services or the production or procurement of the goods (or parts thereof) to be delivered under this Agreement). In particular, but without limitation, Service Provider shall not engage, actively or passively, directly or indirectly, in any form of bribery, corruption, violation of fundamental rights of its employees or child labor. Moreover, Service Provider shall take responsibility for the health and safety of its employees and act in accordance with the applicable occupational safety and environmental laws. Service Provider agrees and undertakes to inform Sandoz of any significant change to such information as soon as the relevant change occurs. Without prejudice to other rights and remedies Sandoz may have, Sandoz may terminate this Agreement if Service Provider culpably violates any of the obligations set forth in this clause 10.1. If, however, Service Provider's breach of duty is capable of remedy, Sandoz may terminate this Agreement only if Service Provider has failed to comply with a reasonable period granted by Sandoz for remedying its breach of contract.
- 10.2 Sandoz promotes the societal and environmental values of the United Nations Global Compact to its service providers.

Service Provider shall

- (a) comply with the requirements set forth in the Novartis Supplier Code which is incorporated herein by reference as **Exhibit C**. Notwithstanding any of the above, and without limiting the rights and obligations of the Parties as separately stated in this Agreement with respect to audits and inspections, sub-contracting, sub-licensing or assignment of the Agreement, where the Service Provider has not received prior to entering into this Agreement the Novartis "Questionnaire for Third Parties" (as referenced above) then the "Expectations" section of Part 5.1 of the Novartis Supplier Code shall not apply to the Service Provider except for the: (i) Third-party Relationships sub-section; and (ii) the Books and Records subsection;

- (b) upon request provide information to Sandoz as reasonably required in order to allow Sandoz to verify Service Provider's compliance with Service Provider's obligations under clauses 10.1 and 10.2;
- (c) be responsible for being trained on anti-bribery at its own expense, to the extent that this is reasonable taking into consideration the specific Services to be performed; and
- (d) solely as reasonably necessary for the purpose of verifying Service Provider's compliance with its obligations pursuant to clauses 10.1 and 10.2, allow certified public accountants nominated by Sandoz to enter Service Provider's premises and perform an inspection during normal business hours and on reasonable advance notice and to disclose to such certified public accountant's documents (including electronic documents) and other information upon request. This obligation is subject to the certified public accountant's prior written confirmation to the Service Provider that Sandoz may solely be informed of any breach of any such obligation, and that any information that the certified public accountant shall obtain in connection with the inspection shall otherwise neither be disclosed to Sandoz nor to any third party. Without prejudice to other rights and remedies Sandoz may have, Sandoz may terminate this Agreement if Service Provider culpably violates any of the obligations set forth in this paragraph (bullet point), provided that Service Provider has failed to comply with a reasonable period granted by Sandoz for remedying its breach of contract.

11. MISCELLANEOUS

- 11.1 **Assignment.** Neither Party may assign its rights and obligations under this Agreement or any Work Order without the other Party's prior written consent, except that Sandoz may: (a) assign its rights and obligations under this Agreement or any Work Order or any part hereof to one or more of its Affiliates who agrees to be bound by the terms of this Agreement; or (b) assign this Agreement and any Work Orders in their entirety to a successor to all or substantially all of its business or assets to which this Agreement relates who agrees to be bound by the terms of this Agreement. Any permitted assignee will assume all obligations of its assignor under this Agreement and any affected Work Order (or related to the assigned portion in case of a partial assignment). Any attempted assignment in contravention of the foregoing will be void. Subject to the terms of this Agreement, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 11.2 **Debarment and Disqualification.** Service Provider represents and warrants that: (a) neither it, nor any person employed or retained by Service Provider who provides any of the Services under this Agreement has been debarred under Section # 306 (a) or (b) of the Federal Food, Drug and Cosmetic Act or disqualified under any applicable law, rule or regulation; (b) that no debarred or disqualified person employed or retained by Service Provider in connection with any Service to be performed for or on behalf of Sandoz; and (c) that if at any time after the execution of this Agreement, Service Provider becomes aware that Service Provider or any person employed or retained thereby is, or is in the process of being debarred or disqualified, Service Provider will promptly notify Sandoz in writing.
- 11.3 **Conflicting obligations.** Service Provider represents and warrants that: (a) it has full right and authority to enter into this Agreement and to accept all the obligations under this Agreement, (b) that to the best of its knowledge, it has no obligations with any third party which violate the terms of this Agreement, and that it will, during the term of this Agreement and that of any Work Order, not enter into such obligations


- 11.4 **Applicable law, Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York, USA, without regard to the conflicts of law provisions. Any dispute arising out of this Agreement shall be submitted exclusively to the competent courts of New York, State of New York, USA. The Parties hereby waive their right to trial by jury.
- 11.5 **Notices.** Any notice required or authorized to be served hereunder shall be deemed to have been properly served if delivered by hand, or sent by registered or certified mail, or sent by facsimile transmission confirmed by registered or certified mail, to the party to be served at the address specified in the preamble to this Agreement and any relevant Work Orders. Notices sent by post shall be deemed to have been delivered within seven days after the date of posting. Notices sent by facsimile shall be deemed to have been delivered within 24 hours of the time of transmission.
- 11.6 **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and supersedes all documents or verbal consents or understandings (if any) given or made between the parties prior to the date of this Agreement. None of the terms of this Agreement may be amended or modified except by an instrument in writing signed by authorized representatives of the parties.
- 11.7 **Waivers.** Neither Party shall be deemed to have waived its rights under this Agreement or any Work Order unless such waiver is in writing and signed by such party and such waiver by one Party of a breach of any provision of this Agreement or any Work Order by the other party shall not be deemed to be a waiver of any subsequent or continuing breach of such provision or of the breach of any other provision of this Agreement by that other party. Any delay or omission on the part of any Party in the exercise of its strict rights hereunder will not impair those rights nor will it constitute a renunciation or waiver of those rights. All rights, remedies, undertakings, obligations and agreements contained in this Agreement and any Work Orders shall be cumulative, and none of them shall be a limitation of any other right, remedy, undertaking, obligation, or agreement of any of the parties.
- 11.8 **Force Majeure.** Neither Party shall be liable to the other Party for any failure to perform any obligation on its part hereunder to the extent that such failure is due to circumstances beyond its control which it could not have avoided by the exercise of reasonable diligence. The affected Party shall however notify the other Party as soon as practicable of the occurrence of any such circumstance, and the Parties shall meet to consider what steps, if any, can be taken to overcome any issues.
- 11.9 **Relationship.** In performing the Services, Service Provider is acting as an independent contractor and not as servant or agent of Sandoz. Further, nothing in this Agreement shall be construed or applied to create a relationship of partners, agency, or joint venture.
- 11.10 **Headings.** Headings in this Agreement are included for ease of reference only and have no legal effect.
- 11.11 **Preamble and Exhibits.** The preamble and all exhibits to this Agreement shall form an integral part of this Agreement. With regard to any conflict between the preamble, the exhibits and the terms of this Agreement, this Agreement shall govern.
- 11.12 **Survival.** Termination or expiration of this Agreement will not relieve either Party of any obligation accruing prior to expiration or termination, including any breach of such obligations, and all provisions which are expressed to or by implication survive this Agreement will remain in full force and effect.

[Remainder of page intentionally left blank – signature page follows.]

Signature Page

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.


Sandoz International GmbH

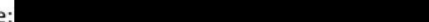
By: 

Name: 

Title: Head, Novartis Access

Date: 20/11/2015

By: 

Name: 

Title: Head Legal M&A

Date: 20/11/2015

Trustees of Boston University

By: 

Name: 

Title: Associate Director
Industry Contracts & Agreements

Date: 11/13/2015

By: _____

Name: _____

Title: _____

Date: _____