
MASTER SERVICES AGREEMENT

BY AND BETWEEN

Amgen Inc.

AND

Trustees of Boston University

List of Exhibits:

Exhibit A: Amgen Access Metrics
Exhibit B: Form of Work Order

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) **Amgen Inc.**, a company incorporated and validly existing under the laws of Delaware, having its business address at One Amgen Center Drive, Thousand Oaks, California 91320-1799 (hereinafter referred to as “**Amgen**”), 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 “**University**”).

University and Amgen are hereinafter also referred to individually as “**Party**” or collectively as “**Parties**”.

WHEREAS, Amgen is a global research-based pharmaceutical and biopharmaceutical company which strives to set the standard for quality, safety, and value in the discovery, development, and manufacture of medicines for patients and physicians,

WHEREAS, Amgen has launched its “Access to Medicine” (“A2M”) initiative in order to: (a) support further access to medicines in low- and middle-income countries, (b) accelerate the growth of biologics in emerging markets, and (c) enhance Amgen’s global social impact around the world.

WHEREAS, University has special expertise and a longstanding experience in the field of designing and monitoring impact evaluations as set out in more detail in the “Amgen Access Metrics” attached as **Exhibit A** hereto (“**Field**”).

WHEREAS, Amgen wishes to retain University to perform the Services in the Field relating to Amgen’s A2M initiative as detailed in work orders; and

WHEREAS, the Parties wish to enter into this Agreement under which University may perform Services in the Field for Amgen and/or its Affiliates.

NOW THEREFORE, the parties agree as follows:

1. THE SERVICES

- 1.1 University agrees to provide professional research services to Amgen in the Field. University 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, University, nor Amgen are under any obligation to contract with each other for individual projects.
- 1.2 University represents that its performance of the Services shall be: (i) in compliance with all applicable federal, state laws, and regulations; (ii) in conformance with the level of care, diligence, prudence, timeliness, foresight, and skill ordinarily exercised in similar circumstances by providers of the same or similar services; (iii) in compliance with all Amgen policies to the extent provided to University by Amgen, in particular Services shall comply

with the Pharmaceutical Research and Manufacturers of America (“PhRMA”) Code on Interactions with Healthcare Professionals; and (iv) to the extent applicable to the Services being provided, in compliance with current ICH Guidelines for Good Clinical Practices (CPMP/ICH/135/95) (“GCP”), as required in the country where the Services are to be carried out; and (v) in accordance with this Agreement.

- 1.3 The Services shall be identified in the applicable Work Order, and shall not be substituted without the prior written approval of Amgen. 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 University, University shall promptly so notify Amgen. University shall not be entitled to subcontract the Services (in whole or in part) without the prior written consent of Amgen.
- 1.4 If Amgen requests University to provide services which are additional to or different from the Services set forth in the respective Work Order, the services and costs shall be mutually agreed on in writing prior to initiation, and documented in a written amendment to that Work Order.
- 1.5 University 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, Amgen shall use its reasonable best efforts to ensure the safety and secure storage of such Records. Amgen may examine and inspect the accuracy and the conditions of storage, if applicable, at mutually agreeable times and upon reasonable prior written notice.
- 1.6 For the purposes of this Agreement, “**Affiliate**” shall mean any corporation or other business entity controlled by, controlling, or under common control of Amgen or University. “**Control**” for the purposes of this definition shall mean shall mean direct or indirect beneficial ownership of more than fifty percent (50%) of the voting interest in an entity, or such other relationship as, in fact, constitutes actual control.

2. FEES & EXPENSES

- 2.1 In consideration of the Services performed by University, Amgen agrees to pay to University the amounts set forth in the applicable Work Order, subject to the terms and conditions of this Agreement and the applicable Work Order. Amgen shall pay all undisputed amounts within sixty (60) days after its receipt and approval of the applicable invoice.
- 2.2 Any payments to University for any Services set forth in this Agreement or ensuing Work Order shall be consistent with fair market value for such services in an arm’s-length transaction, and in accordance with Applicable Law and each Party’s policies and procedures related to such Services.
- 2.3 The Parties further agree that the Services to be performed under this Agreement do not and will not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law.
- 2.4 Except as specified in this Agreement or in the applicable Work Order, University will receive no other payments or reimbursements from Amgen for or in connection with the Services.
- 2.5 Invoices shall be sent either (i) as an electronic file in pdf format, by email to the email-address ksteinma@Amgen.com or (ii) as a printed document to the following address:

Amgen, Inc.
Attn: [REDACTED]
One Amgen Center Drive
Thousand Oaks, CA 91320-1789

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

- University's name and address;
- Amgen (name and address) as invoice recipient;
- 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 the Tax ID number, if applicable); and
- 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 University in connection with the Services (if any). Receipts and other documentation of payment of any Work Order related expenses must be sent to Amgen together with the corresponding invoice.

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

(a) **Amgen Contact:** the contact person at Amgen shall be:

[REDACTED]

One Amgen Center Drive
Thousand Oaks, CA 91320-1789
Email: [REDACTED]

(b) **University Contact:** the contact person for University shall be:

[REDACTED]

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 University undertakes to treat all proprietary and non-public scientific, technical, commercial information, data, documents, including Amgen Intellectual Property which are disclosed by Amgen in connection with this Agreement and/or any Work Orders to University hereunder and which are identified as confidential and proprietary at the time of disclosure ("**Information**") as confidential, except for information which University is able to demonstrate:
- (a) was already in the possession of University at the time it was received from Amgen;
 - (b) is already generally available to the public, or subsequently becomes so available without default on the part of University;
 - (c) is received by University from a third party who did not acquire it from Amgen in confidence; or
 - (d) is developed by University, independently from the Information disclosed.
- 3.2 Despite any provision in this Agreement to the contrary, it is agreed and understood that the existence and general subject matter of this Agreement shall not be deemed Amgen's Information and nothing herein shall prevent University from representing to third parties that University 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 University is so required to disclose any such Information, it shall provide Amgen with prompt written notice of such requirement so that Amgen may seek a protective order or other appropriate remedy to prevent or limit such disclosure.
- 3.3 University 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, University will return to Amgen or, at Amgen's option, will destroy any of Amgen's Information supplied by Amgen as well as all copies of and extracts from such Information provided, however, that University may retain one (1) copy for the sole purpose of verifying compliance with University'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. PUBLICITY AND PUBLICATIONS

- 4.1 All joint public announcements (*e.g.*, press releases) about this Agreement or any Services associated with this Agreement, except for, and separate and distinct from University's academic publications contemplated in Section 4.3 and University's rights under Section 4.5., shall be mutually agreed upon and issued at a time mutually agreed by the Parties, except to the extent disclosures are required by law or necessary to respond to requests of state or federal regulators. Timely written notice shall be provided to the other Party if a Party is required to make such disclosures. During the course of this Agreement, if any Party desires to make a public announcement about this Agreement or any of the Services, such Party shall give reasonable prior advance notice, but in no event less than fourteen (14) days' notice, of the proposed text to the other Party for its prior review and approval. Such approval shall not be unreasonably withheld.

- 4.2 Notwithstanding Section 3 (*Confidentiality*) or any other provision of this Agreement, University may publish and present its results of the services generated by University or otherwise make the results of the services generated by University available to the public in furtherance of University's academic and educational purposes after giving Amgen an opportunity to review and comment in accordance with this Section 4.
- 4.3 University shall submit a copy of any manuscript and/or abstract to Amgen for review and comment thirty (30) days prior to submission of such manuscript or abstract for publication. Amgen shall then have thirty (30) days from the receipt of such materials to review and provide University with written comments with respect to the material. In its written comments, Amgen 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. Amgen may request that University delete any information that constitutes Amgen's Information. For the avoidance of doubt, the results of the research conducted hereunder shall not be deemed Amgen Information. University shall not be required to delete any information if such deletion may reasonably cause the publication to be scientifically incomplete, inaccurate, or misleading. University shall in good faith give due consideration to Amgen'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 Amgen, upon written request from Amgen, University shall delay the publication for an additional thirty (30) days to allow Amgen to file an application for patent or to take other action to protect such interests. If University receives no written response from Amgen within the thirty (30) day review period, University may proceed with publication. It is agreed and understood that the requirements of this section shall not apply to teaching materials generated and presented to students by University.
- 4.4 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.
- 4.5 It is further agreed and understood that, subject to section 3 above, University may post on its publicly available website or otherwise make publicly available redacted copies of this Agreement or any Work Order. Notwithstanding the foregoing and to further clarify, University shall redact all financial information or any of Amgen's Information contained in this Agreement or any Work Order prior to posting a redacted copy of this Agreement on its publicly available website or otherwise making publicly available redacted copies of this Agreement or any Work Order. It is further agreed and understood that University shall share such proposed redacted copies of this Agreement or any Work Order to Amgen prior to posting same for Amgen's prior review and comment. Amgen shall have seven (7) business days from the date of receipt of such proposed redacted copies of this Agreement or any Work Order to review the materials and provide comment. In the event that University receives no written response from Amgen within the seven (7) business day review period, University may proceed with the posting of such redacted copies of this Agreement or any Work Order.

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 University by and/or on behalf of Amgen, in any form

whatsoever, which is owned by or licensed to Amgen prior to being provided to University, shall remain the property of Amgen (“**Amgen Intellectual Property**”). University shall acquire no right, title or interest in the Amgen Intellectual Property as a result of its performance of the Services.

- 5.2 It is agreed and understood that University shall own the results produced or developed by University or its collaborators which are generated as a result of activities in pursuance of this Agreement and/or any Work Orders (“Results”) however Amgen may, on a non-exclusive basis, use and commercially exploit at its sole discretion such Results.
- 5.3 University and its collaborators shall, to the extent required for the above purpose, and at no additional cost to Amgen:
 - (a) provide copies of such Results to Amgen in electronic format; and
 - (b) provide all assistance and execute all documents that may be necessary for Amgen to exercise its right hereunder.
- 5.4 Upon the request of Amgen, after completion of the Services under any Work Order, or the early termination or expiration of this Agreement, University shall return to Amgen all Amgen Intellectual Property, and shall provide to Amgen copies of all Results.
- 5.5 Notwithstanding anything to the contrary contained in this Agreement, University reserves all rights, title and interest in and to University’s Intellectual Property, including without limitation, templates, manuals, designs, utilities, tools, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications, solely owned, developed or licensed by, or on behalf of, solely by University prior to, or in 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 Amgen’s Information or Amgen’s Intellectual Property. To the extent necessary to exercise its right hereunder, and notwithstanding the foregoing, Amgen shall have a non-exclusive, non-transferable (except to Amgen’s Affiliates and to other persons or entities Amgen transfers or otherwise authorizes) worldwide, royalty-free license to use such Components for any lawful purposes that are consistent with the terms 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, 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 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.

UNIVERSITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES CONCERNING THE RESULTS OF THE RESEARCH, COMPONENTS 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 RESULTS OF THE RESEARCH, COMPONENTS 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, University 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 8.1 then Amgen will remunerate University for all reasonable costs and non-cancellable commitments incurred based on the affected Work Order up to the termination and University will provide Amgen with all Results obtained up to termination.
 - (b) Amgen shall pay any fees or costs incurred by University under this Agreement for Services that were correctly performed and the Results of which are provided to Amgen.

9. REVIEW/DISCUSSION/VISITS

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

10. AUDITS

- 10.1 **General.** Upon reasonable request from Amgen made from time to time, University will cooperate with Amgen (i) in any Amgen-initiated investigations or Amgen-initiated inquiries related to the performance hereunder, the Services, or general compliance-related inquiries for which University may have relevant information and (ii) to verify University's compliance with University's obligations and representations set forth in this Agreement (including without limitation compliance with Applicable Laws and Applicable Amgen Standard Operating Procedures ("SOPs") to the extent such Amgen are provided to or made available to University and to address Amgen's reasonable concerns raised regarding University's performance of the Services. Without limiting the foregoing, this cooperation may include interviews and providing relevant and necessary documents related to University's performance of the Services.
- 10.2 **Financial Audits.** University shall maintain complete and accurate records relating to the performance of its material obligations hereunder and all costs and liabilities incurred hereunder, including without limitation those relating to the Compensation. Such records shall be maintained for a period of no less than seven (7) years after the expiration or earlier termination of this Agreement. Such records shall be made available to Amgen for copy, review, audit at upon prior written notice, at mutually agreeable times and during normal business hours during this period. If, as a result of any review or audit undertaken by or on behalf of Amgen pursuant to this Section, Amgen determines that Amgen has overpaid for the Services rendered by University under this Agreement, then Amgen may notify University of the amount of such overpayment and University shall (promptly pay to Amgen the difference between the cost of the Services rendered and Amgen's payment.
- 10.3 **Quality and Facilities Audits.** Amgen shall have the right at mutually agreeable times, during normal business hours and after reasonable advanced notice to conduct reasonable audits of the activities of University regarding the Services and University's performance thereof. At no additional cost to Amgen, University shall reasonably cooperate with any audit conducted hereunder and make available to Amgen for examination and duplication all documentation, data and information relating to the performance of the Services provided hereunder. At mutually agreeable times, during normal business hours and after reasonable advanced notice, University shall permit Amgen to inspect (i) the facilities where any Services are or will be performed; (ii) any equipment used or involved in the conduct of the Services; (iii) any records and other relevant documents; and (iv) other relevant information necessary for Amgen determine whether the Services are being conducted in conformance with this Agreement and Applicable Laws.

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 Amgen 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.** University represents that: (a) neither it, nor any person employed or retained by University 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) no debarred or disqualified person employed or retained by University shall be used in connection with any Service to be performed for or on behalf of Amgen; and (c) if at any time after the execution of this Agreement, University becomes aware that University or any person employed or retained thereby is, or is in the process of being debarred or disqualified, University will promptly notify Amgen in writing. University acknowledges that such exclusion, debarment, or ineligibility shall be grounds for termination of this Agreement by the Amgen for cause in accordance with the terms of this Agreement.
- 11.3 **Conflicting Obligations.** University represents and certifies that: (a) it has full right and authority to enter into this Agreement and to accept University's obligations under this Agreement, (b) that to the best of its knowledge, it has no obligations with any third party which would 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.** The Parties agree to remain silent as to Governing Law and choice of Venue.
- 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, University is acting as an independent contractor and not as servant or agent of Amgen. 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.

Amgen, Inc.

DocuSigned by:
[Redacted]
By: [Redacted]
Name: [Redacted]
Title: VP Finance &
Treasurer
Date: 06-Apr-2020

DocuSigned by:
[Redacted]
By: [Redacted]
Name: [Redacted]
Title: Dir. Health
Policy
Date: 06-Apr-2020

Trustees of Boston University

[Redacted]
By: [Redacted] -04'00'
Name: [Redacted]
Title: Director, Industry Contracts
Date: _____

EXHIBIT A

Amgen Access Metrics

Background:

In 2019 Amgen announced its new access to medicine initiative as a way to think systematically about how to bring the company's innovations to patients in low- and middle-income countries (LMICs) in a rapid and sustainable manner. Amgen has now asked the team from Boston University to work with them to provide guidance on the development, implementation and measurement of ongoing and new access initiatives. Amgen has also asked the team from Boston University to provide an on-site educational session on a public health focused access to medicine framework.

[EXHIBIT B]
FORM OF WORK ORDER

Work Order # _

This Work Order # _ ("**Work Order**") is made and entered into on [Day] [Month] [Year] ("**Work Order Effective Date**") by and between **Amgen, Inc.**, with an address of One Amgen Center Drive, Thousand Oaks, California 91320-1799 ("**Amgen**") and 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 ("**University**"), hereinafter jointly referred to as the "**Parties**."

WHEREAS, Amgen and University have entered into a Master Services Agreement dated [Day] [Month] [Year] (the "**Master Agreement**");

WHEREAS, pursuant to the Master Agreement, University has agreed to perform certain Services in accordance with Work Orders from time to time entered into by the Parties, and Amgen and University now desire to enter into such a Work Order; and

WHEREAS, Amgen and University desire that University provide certain services with respect to a research project entitled, "_____" ("**Project**").

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Project Specifications. University agrees to perform the services described in **Appendix A**, which is attached hereto and incorporated herein by reference ("**Services**").

2. Compensation.

2.1 In consideration of the Services performed by University, Amgen agrees to pay to University the amounts set forth in the Budget, which is attached hereto and incorporated herein by reference as **Appendix B**. Except as otherwise pre-approved by Amgen in writing, the total payments for Services under this Work Order shall not exceed [_____] US Dollars, exclusive of any applicable taxes.

2.2 In addition, Amgen will pay the pass-through expenses identified in the Budget set forth in **Appendix B**, or as reasonably required to be incurred by University in connection with the Services (such as for travel following Amgen travel policy and international courier charges), subject to production of receipts or other evidence of payment, all as preapproved in writing by Amgen. Reimbursement of travel expenses shall be subject to the following:

- (a) Travel expenses shall, however, be reimbursable only subject to production of receipts or other evidence of payment.
- (b) University should use the most cost-effective and safe means of getting to final destination / place of performance, including public transport, where reasonable.
- (c) Train: Travelers are entitled to first class rail travel.
- (d) Flight: For the selection of the flight class the following rules apply: For domestic flights to destinations and where reasonably acceptable (up to four (4) hours flight time) economy class tickets have to be booked. For international flights to all other destinations business class tickets are permitted. For cost reasons air travel should not be used for short distances unless this substantially reduces the

absence from the place of performance and/or if high accommodation costs can be avoided.

- (e) Private Car: Business trips by private car will be reimbursed at the rate of _____.
- (f) Accommodation: Reasonable accommodation to be agreed with Amgen in advance. Hotels where Amgen has special price arrangements have to be chosen whenever possible.

Except as otherwise pre-approved by Amgen in writing, the total payments for pass-through expenses under this Work Order shall not exceed [_____] US Dollars, exclusive of any applicable taxes.

2.3 University acknowledges and agrees that: (i) the compensation paid for the Services is consistent with the fair market value in arm's length transactions and has not been determined in a manner that takes into account any referrals or other business generated between University and Amgen; (ii) all amounts received are only for legitimate expenses, reimbursement of such expenses or compensation for the performance of the Services and that nothing in this Agreement shall require, induce or in any way influence University to promote, recommend, require the use of or list on any formulary, any pharmaceutical or biopharmaceutical product(s) manufactured, produced or distributed by Amgen; and (iii) receipt of such amounts is in full accordance with all applicable laws, regulations and policies.

3. Key Personnel. The following persons are responsible for performing the Services and/or overseeing the Project hereunder:

University: [...]
 Title: [...]
 Address: [Address]
 Tel.: [...]
 Fax: [...]
 Email: [...]

Amgen: [REDACTED]
 Title: Executive Director
 Address: One Amgen Center Drive
 Thousand Oaks, CA 91320-1789
 Tel.: [REDACTED]
 Email: [REDACTED]

4. Term. This Agreement shall become effective on the Work Order Effective Date and shall remain in force until completion of the Services under this Work Order, unless earlier terminated under the terms of the Master Agreement.

5. Incorporation by Reference; Conflict. The provisions of the Master Agreement are expressly incorporated by reference into and made a part of this Work Order. By signing this Work Order, the Parties hereto (if not Parties to the Master Agreement) agree to adhere to the terms and conditions of the Master Agreement. In the event of a conflict between the terms and conditions of this Work Order and the Master Agreement, the terms and conditions of the Master Agreement will take precedence and control.

Signature page to follow.

IN WITNESS WHEREOF, the Parties have signed this Work Order effective as of the Work Order Effective Date.

AMGEN, INC.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

TRUSTEES OF BOSTON UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

List of Appendices:

Appendix A:	Project Specifications
Appendix B:	Budget

EXHIBIT B
Work Order # 1

This Work Order # 1 (“**Work Order**”) is made and entered into on March 30, 2020 (“**Work Order Effective Date**”) by and between **Amgen, Inc.**, with an address of One Amgen Center Drive, Thousand Oaks, California 91320-1799 (“**Amgen**”) and 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 (“**University**”), hereinafter jointly referred to as the “**Parties**.”

WHEREAS, Amgen and University have entered into a Master Services Agreement dated March 30, 2020 (the “**Master Agreement**”);

WHEREAS, pursuant to the Master Agreement, University has agreed to perform certain Services in accordance with Work Orders from time to time entered into by the Parties, and Amgen and University now desire to enter into such a Work Order; and

WHEREAS, Amgen and University desire that University provide certain services with respect to a research project entitled, “Amgen Access Metrics”(“**Project**”).

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Project Specifications. University agrees to perform the services described in **Appendix A**, which is attached hereto and incorporated herein by reference (“**Services**”).

2. Compensation.

2.1 In consideration of the Services performed by University, Amgen agrees to pay to University the amounts set forth in the Budget, which is attached hereto and incorporated herein by reference as **Appendix B**. Except as otherwise pre-approved by Amgen in writing, the total payments for Services under this Work Order #1 shall not exceed [REDACTED] US Dollars, exclusive of any applicable taxes.

2.2 In addition, Amgen will pay the pass-through expenses identified in the Budget set forth in **Appendix B**, or as reasonably required to be incurred by University in connection with the Services (such as for travel following Amgen travel policy and international courier charges), subject to production of receipts or other evidence of payment, all as preapproved in writing by Amgen. Reimbursement of travel expenses shall be subject to the following:

- (g) Travel expenses shall, however, be reimbursable only subject to production of receipts or other evidence of payment.
- (h) University should use the most cost-effective and safe means of getting to final destination / place of performance, including public transport, where reasonable.
- (i) Train: Travelers are entitled to first class rail travel.
- (j) Flight: For the selection of the flight class the following rules apply: For domestic flights to destinations and where reasonably acceptable (up to four (4) hours flight time) economy class tickets have to be booked. For international flights to all other destinations business class tickets are permitted. For cost reasons air travel should not be used for short distances unless this substantially reduces the absence from the place of performance and/or if high accommodation costs can be avoided.
- (k) Ground Transportation: (airport to Amgen transit) \$200/person (x 2 persons).

- (l) Accommodation: Reasonable accommodation to be agreed with Amgen in advance. Hotels where Amgen has special price arrangements have to be chosen whenever possible.

2.3 University acknowledges and agrees that: (i) the compensation paid for the Services is consistent with the fair market value in arm's length transactions and has not been determined in a manner that takes into account any referrals or other business generated between University and Amgen; (ii) all amounts received are only for legitimate expenses, reimbursement of such expenses or compensation for the performance of the Services and that nothing in this Agreement shall require, induce or in any way influence University to promote, recommend, require the use of or list on any formulary, any pharmaceutical or biopharmaceutical product(s) manufactured, produced or distributed by Amgen; and (iii) receipt of such amounts is in full accordance with all applicable laws, regulations and policies.

3. Key Personnel. The following persons are responsible for performing the Services and/or overseeing the Project hereunder:

University: Veronika Wirtz, PhD, MSc
Title: Co-Principal Investigator
Address: Boston University SPH, Department of Global Health, 801 Massachusetts Avenue, 3rd floor, CT363, Boston, MA 02118
Tel.: [REDACTED]
Email: [REDACTED]

University: Peter Rockers, ScD
Title: Co-Principal Investigator
Address: Boston University SPH, Department of Global Health, 801 Massachusetts Avenue, Boston, MA 02118
Tel.: [REDACTED]
Email: [REDACTED]

Amgen: [REDACTED]
Title: Executive Director
Address: One Amgen Center Drive
Thousand Oaks, CA 91320-1789
Tel.: [REDACTED]
Email: [REDACTED]

4. Term. This Agreement shall become effective on the Work Order Effective Date and shall remain in force until completion of the Services under this Work Order, unless earlier terminated under the terms of the Master Agreement.

5. Incorporation by Reference; Conflict. The provisions of the Master Agreement are expressly incorporated by reference into and made a part of this Work Order. By signing this Work Order, the Parties hereto (if not Parties to the Master Agreement) agree to adhere to the terms and conditions of the Master Agreement. In the event of a conflict between the terms and conditions of this Work Order and the Master Agreement, the terms and conditions of the Master Agreement will take precedence and control.

Signature page to follow.

IN WITNESS WHEREOF, the Parties have signed this Work Order effective as of the Work Order Effective Date.

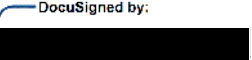
AMGEN, INC.

By:  _____
101 654533176470...

Name:  _____

Title: VP Finance &
Treasurer _____

Date: 06-Apr-2020 _____

By:  _____
DocuSigned by:
1A14E9A1CACF475...

Name:  _____

Title: Dir. Health
Policy _____

Date: 06-Apr-2020 _____

TRUSTEES OF BOSTON UNIVERSITY

By:  _____

Name: William P. Segarra, MA, JD, MPH

Title: Director, Industry Contracts

Date: _____