
RESEARCH SERVICES AGREEMENT

BY AND BETWEEN

Gilead Sciences, Inc.

AND

Trustees of Boston University

1.	THE SERVICES.....	3
2.	FEEES & EXPENSES.....	4
3.	INFORMATION GATHERING.....	6
4.	PUBLICATIONS.....	8
5.	INTELLECTUAL PROPERTY.....	9
6.	INDEMNIFICATION.....	10
7.	TERM.....	11
8.	TERMINATION.....	11
9.	REVIEW/DISCUSSION/VISITS.....	11
10.	REPRESENTATIONS.....	12
11.	INSURANCE.....	13
10.	MISCELLANEOUS.....	14

List of Exhibits:

Exhibit A: Statement of Work

RESEARCH SERVICES AGREEMENT

Marking Requirement for Gilead Confidential Information

This Research Services Agreement ("Agreement") is entered into on October 15, 2018 ("Effective Date") by and between

- (1) **Gilead Sciences, Inc.**, a pharmaceutical company engaged in the research and development of products and services intended for the improvement of patient health, having its business address at 333 Lakeside Drive, Foster City, CA 94404 (hereinafter referred to as "**Gilead**"), 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 Gilead are hereinafter also referred to individually as "**Party**" or collectively as "**Parties**".

WHEREAS, Each Party represents and warrants that it has the requisite authority to enter into this Agreement;

WHEREAS, Gilead wishes to support University's research activities in University's performance of certain research services as detailed in Exhibit A; and

WHEREAS the Parties wish to enter into this Agreement under which University may perform such services on behalf of Gilead.

NOW THEREFORE, the Parties agree as follows:

1. THE SERVICES

- 1.1 University agrees to provide professional research services to Gilead. University shall provide such research services which include University's data gathering and analysis of the factors influencing the uptake of the tenofovir voluntary licensing program by eligible manufacturers and medicine purchasers in licensed countries ("**Services**"); the statement of work is set forth in Exhibit A, which is attached hereto and incorporated herein by reference. Performance of the Services shall be in accordance with this Agreement. Neither, University nor Gilead are under any obligation to contract with each other for future projects.
- 1.2 University may subcontract the Services or any portion of the Services to any person or entity which has all of the necessary technical expertise and qualifications. University shall notify Gilead in writing of its plan to subcontract any portion of the Services prior to such subcontractor starting performance of such Services. Upon written request by Gilead, University shall provide verification of said technical expertise and qualifications. Before allowing any subcontractor to begin performing services, University shall enter into a binding written agreement with such subcontractor that protects Gilead's rights and interests to at least the same degree as this Agreement. University shall be responsible for the direction and coordination of the services of each subcontractor. Gilead shall have no obligation to pay any subcontractor directly. Gilead's consent to a

subcontractor shall not in any way relieve University of any duty or responsibility under this Agreement and University shall remain primarily obligated for the performance of the Services. In the event that University subcontracts a portion of the Services to be performed, University shall ensure that the terms of such subcontracts shall allow Gilead to enforce its rights hereunder.

- 1.3 University will perform, and agrees to perform the Services (i) in accordance with the terms of this Agreement, which may include specific written instructions from Gilead; (ii) to the best of its ability in a professional manner consistent with academic standards (iii) in accordance with the standard of care customarily observed with regard to such research service's in University's field of expertise; (iv) in a timely manner and (v) in compliance with all applicable federal, state and local laws, statutes, rules, regulations and orders; and (vi) any other laws, rules, regulations and guidelines as specified in the applicable Work Order (collectively (v) and (vi), "Applicable Laws").
- 1.4 If Gilead requests in writing that University provide research services which are additional to or different from the Services set forth in Exhibit A, the research services and associated costs shall be mutually agreed on in writing prior to initiation, and documented in a written amendment ("Amendment") to this Agreement. Each Amendment will identify the changes to the scope of Services, associated deliverables, Gilead's written instructions, timelines and any increases or decreases in the budget. Such Services and Amendments shall be governed by this Agreement unless otherwise agreed upon in writing by the Parties.
- 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 for as long as required to by Applicable Laws. University shall use its reasonable best efforts to ensure the safety and secure storage of such Records.

2. FEES & EXPENSES

2.1 In consideration of the Services performed by University, Gilead agrees to pay to University the amounts set forth in Exhibit A, subject to the terms and conditions of this Agreement. Gilead shall pay all undisputed amounts within thirty (30) days after its receipt and approval of the applicable invoice.

2.2 University will submit invoices to Gilead at the following address:

Gilead Sciences, Inc.



San Mateo, CA 94402

USA

Email: apinvoices@gilead.com

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

- University's name, address and account information (for electronic payment),
- Gilead (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

Payments shall be made in the name of Trustees of Boston University and sent to:

Boston University Grants Receivables

[REDACTED]
New York NY 10087-8763

Information regarding electronic transfers will be provided upon request.

Gilead shall include with each payment the following information:

1. Investigator's name
 2. Gilead's Contract number (if applicable)
 3. University's invoice number (if applicable)
- 2.4 University's fees under this Agreement do not include any taxes, including sales or use taxes (collectively, "Taxes"). University will be solely responsible for taxes assessable against it based on its income, property or employees. In the event that any sales or use taxes, including taxable services, with respect to work undertaken under this Agreement, are applicable, and University is notified of such taxes assessed against Gilead by a taxing authority of competent jurisdiction, Gilead agrees to pay those taxes provided that such taxes are specified by University in a valid invoice provided to Gilead within sixty (60) days of such tax assessment except to the extent Gilead provides University with a valid tax exemption certificate. Gilead agrees to pay for such Taxes in a timely manner.
- 2.5 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 to expenses greater than \$25 must be sent to Gilead together with the corresponding invoice.
- 2.6 Upon appropriate documentation from University, Gilead will reimburse University for reasonable expenses for travel undertaken for the Services at Gilead's request in accordance with Gilead's standard travel reimbursement policy for companies and vendors.
- 2.7 In no event shall Gilead be liable for such fees and/or expenses incurred on its behalf in connection with any Services or other work performed by University without Gilead's previous written authorization.
- 2.8 Gilead and University acknowledge and agree that Gilead's payments to University under this Agreement constitute fair market value for the Services performed by University and are not being given, directly or indirectly, as an inducement or reward with respect to the formulary placement of any Gilead product. Further, the Parties acknowledge and agree

that University is not required to purchase, order or recommend to any patients any products manufactured or available through Gilead.

3. INFORMATION GATHERING

3.1 "Gilead Confidential Information" means all proprietary and nonpublic information disclosed in oral, written, electronic or other tangible form by Gilead to University under this Agreement, including but not limited to Gilead's research, development, preclinical and clinical programs, Gilead's data and results; Gilead's pharmaceutical or biologic candidates and Gilead's products; inventions, , Gilead's trade secrets, processes, Gilead's conceptions, formulas, patents, patent applications, and licenses; Gilead Intellectual Property (as defined in Section 5); Gilead's business, products, marketing, sales, scientific and technical strategies, programs and results, including Gilead's costs and prices; suppliers, manufacturers, customers, market data, personnel, and companies; and other confidential matters of Gilead all of which by appropriate marking, is identified as confidential and proprietary at the time of disclosure to University. In the event that such Gilead Confidential Information is provided visually or orally, obligations of confidentiality shall apply only to that information which is identified as confidential and proprietary at the time of disclosure and is confirmed by Gilead in writing within thirty (30) working days as being confidential.

3.2 During the term of this Agreement and until five (5) years after the expiration or termination of this Agreement, University:

- (i) shall not use Gilead Confidential Information other than solely as necessary to perform the Services;
- (ii) will hold Gilead Confidential Information in strictest confidence and shall not disclose Gilead Confidential Information to others;
- (iii) will protect the confidentiality of Gilead Confidential Information using at least the same level of efforts and measures used to protect its own valuable confidential information, and at least commercially reasonable efforts and measures, including without limitation limiting access to Gilead Confidential Information as necessary to perform the Services; and
- (iv) will notify Gilead as promptly as practicable of any unauthorized use or disclosure of Gilead Confidential Information of which University becomes aware.

3.3 University's obligations under Section 3.2 shall not apply to any Gilead Confidential Information that:

- (i) University knew prior to learning it under this Agreement, as demonstrated by written records predating the date it was learned under this Agreement;
- (ii) is now, or becomes in the future, publicly available other than by an unauthorized act or omission of University;

- (iii) a third party discloses to University, without any restriction on disclosure or breach of confidentiality obligations to which such third party is subject; or
- (iv) University independently develops without use of or reference to Gilead Confidential Information, as demonstrated by University's independent written records contemporaneous with such development.
- 3.4 Notwithstanding Section 3.2 above, University may disclose Gilead Confidential Information to the extent and to the persons or entities required under applicable governmental law, rule, regulation or order, provided that University (i) first gives prompt written notice of such disclosure requirement to Gilead so as to enable Gilead to seek any limitations on or exemptions from such disclosure requirement and (ii) reasonably cooperates at Gilead's request and expense in any such efforts by Gilead.
- 3.5 Upon the earlier of the completion of this Agreement or Gilead's request for any reason, University will (i) immediately cease all use of all Gilead Confidential Information and (ii) promptly, at Gilead's instruction, return to Gilead all Gilead Confidential Information, including any copies and destroy all extracts, summaries, or derivative works generated by University containing Gilead Confidential Information, and certify in writing to Gilead the completion of such return and/or destruction, provided, however, that University may retain one (1) copy solely for the purpose of monitoring University's surviving obligations under this Agreement.
- 3.6 Gilead retains all right, title and interest in and to Gilead Confidential Information. This Agreement does not and shall not be construed to give University any right or license, by implication or otherwise, to any Gilead Confidential Information or any intellectual property or other rights owned by or licensed to Gilead, except the right to use such Gilead Confidential Information solely for performance of the Services. Gilead may freely transfer, disclose and/or use Gilead Confidential Information for its or others' purposes.
- 3.7 University acknowledges that any actual or threatened breach of this Section 3 may cause Gilead immediate and irreparable harm that may not be adequately compensated by monetary damages, and therefore agrees that Gilead shall be entitled to seek equitable and injunctive relief for actual or threatened breach of this Agreement in addition to any other remedies available at law or equity.
- 3.8 University agrees not to bring to Gilead, or to use in the performance of Services for Gilead, any materials or documents of a present or former client of University, or any materials or documents obtained by University from a third party subject to confidentiality obligations, unless such materials or documents are generally available to the public or University has authorization from such present or former client or third party for the possession and unrestricted use of such materials. University shall not breach any obligation of confidentiality that University has to present or former employers or clients, and agrees to fulfill all such obligations during the term of this Agreement.

- 3.9 The Parties also acknowledge that, for the purposes of verification, to ensure that a robust data set is considered or other legitimate reasons, it may also be beneficial for the University to receive and consider information that may not be published, whether at all, or in its original form (for example, for legal reasons). In the event that Gilead and the University agrees that such information should be considered an addendum to this Agreement shall be signed by both Parties prior to the disclosure of such information to University, setting out the terms under which such information may be provided or disclosed by Gilead to University used by University pursuant to performance of the Services, and explaining the legitimate reasons for any restrictions on the publication of such Gilead Confidential Information. The foregoing notwithstanding, University retains the right to refuse to accept any information from Gilead which it does not consider to be essential for the completion of the set forth herein.
- 3.10 To further clarify, as consistent with the principles of transparency and academic freedom, the University will engage with Gilead in good faith to minimize the amount of Gilead Confidential Information disclosed under this Agreement. Subject to Section 4.2, University will endeavor to publish its observations, trends or conclusions, which may be based in whole or in part upon the Gilead Confidential Information, only in a manner that protects the underlying Gilead Confidential Information from disclosure. By way of example, University may provide such protective measures through aggregation of data with other non-confidential information. The University agrees that Gilead will in all cases be the arbiter of whether its concerns and interest in its Gilead Confidential Information are adequately addressed by the manner of presentation proposed, and whether it chooses to provide its consent to that particular use of its Gilead Confidential Information. 3.11 It is agreed and understood that – the existence and general subject matter of this Agreement shall not be deemed Gilead Confidential Information and nothing herein shall prevent University from representing to third parties that it has certain publication rights pursuant to this Agreement.

4. PUBLICATIONS

- 4.1 Subject only to the provisions of Section 3 of this Agreement, University may publish and present its results of the Services performed 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 Gilead an opportunity to review and comment in accordance with this Section 4.
- 4.2 University shall submit a copy of any publication regarding the results of the Services to Gilead for review and comment thirty (30) days prior to submission of such publication. Gilead 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, Gilead shall specifically identify any information in such publication that might disclose patentable inventions and/or Gilead Confidential Information. The Parties shall in good faith discuss the removal of such Gilead Confidential Information and University shall remove such Gilead Confidential Information upon Gilead's written request. In the event a proposed publication contains information which could negatively affect the intellectual property interests of Gilead, upon written request from Gilead, University shall delay the publication for an additional thirty (30) days to allow Gilead to file an application for patent or to take other action to protect such interests. If University receives no written response from Gilead within the thirty (30)-day review period, University may proceed with publication.

4.3 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.

4.4 It is further agreed and understood that University may post on its publicly available website or otherwise make publicly available copies of this Agreement. The foregoing notwithstanding, University shall redact all Gilead Confidential Information and all financial information and personal information contained in this Agreement prior to posting a copy of this Agreement on its publicly available website or otherwise making publicly available copies of this Agreement.

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 Gilead, in any form whatsoever, which is owned by or licensed to Gilead, shall remain the property of Gilead ("Gilead Intellectual Property"). University shall acquire no right, title or interest in the Gilead Intellectual Property as a result of its performance of the Services.

5.2 It is agreed and understood that University shall own its own work product, including the publishable results, data and information produced or developed by University or its collaborators which are generated as a result of Services performed by University pursuant to this Agreement ("Results") however Gilead shall receive and retain copies of such Results, and to the extent legally able University agrees to grant and shall grant Gilead a non-exclusive, royalty free, fully paid up, perpetual, irrevocable license, with the right to sublicense to Gilead's consultants, affiliates and subsidiaries, to use and exploit, and allow other third parties to use and exploit (whether for commercial or non-commercial purposes) worldwide and at its sole discretion such Results. It is agreed and understood that any data or information received by University from Gilead, or other sources as a result of activities in pursuance of this Agreement ("Raw Data") shall remain the property of the Party providing it.

5.3 University and its collaborators shall, to the extent required for the above purpose, and at no additional cost to Gilead:

- (a) provide copies of such Results to Gilead in electronic format;
- (b) provide all assistance and execute all documents that may be necessary for Gilead to exercise its respective rights hereunder.

5.4 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, owned, developed or licensed by, or on behalf of, University 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, rely upon or are based upon Gilead's Intellectual Property and/or Gilead's Confidential Information. To the extent necessary to exercise its right hereunder, and notwithstanding the foregoing, Gilead shall have a non-exclusive, worldwide, perpetual, fully paid up, royalty-free, irrevocable license, with the right to sublicense to Gilead's consultants, affiliates and subsidiaries, 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, trustees, assigns, directors, officers, employees and agents ("**Indemnified Party**") 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 Applicable Laws 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 EXCEPT FOR (i) EACH PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 6 ABOVE, (ii) A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 3 AND/OR (iii) A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY, 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.
- 6.4 EXCEPT AS SET FORTH IN THIS AGREEMENT, UNIVERSITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES CONCERNING THE CONDITION OF THE SERVICES 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 SERVICES 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 two (2) years from the Effective Date unless terminated earlier in accordance with the terms of this Agreement.

8. **TERMINATION**

8.1 This Agreement may be terminated by either Party at any time and for any reason by giving thirty (30) days prior notice to the other Party.

8.2 Either Party may terminate this Agreement with immediate effect at any time by written notice if the other Party is in breach of any of its obligations under this Agreement and fails or is unable to remedy such breach within thirty (30) days of receipt of notice in writing specifying the breach. 8.3 Upon the expiry or termination of this Agreement, University shall discontinue the Services and return to Gilead the balance of any prepaid funds, less any for the costs of all work properly completed and any non-cancelable obligations properly incurred, pro-rated up to the termination date.

8.4 If this Agreement is terminated on notice in accordance with Section 8.1 then Gilead will remunerate University for all reasonable costs and, in case Gilead terminates, non-cancellable commitments incurred up to the termination and University will provide Gilead with all Results obtained up to termination. It is agreed and understood that the University salary commitments referenced in Exhibit A would be pro-rated accordingly.

8.5 **GILEAD SHALL PAY ANY FEES OR COSTS INCURRED BY UNIVERSITY UNDER THIS AGREEMENT FOR SERVICES THAT WERE CORRECTLY PERFORMED AND THE RESULTS TO WHICH ARE PROVIDED TO GILEAD.**

9. **REVIEW/DISCUSSION/VISITS**

9.1 University shall promptly respond to any reasonable request by Gilead from time to time during the performance of Services that University and its employers and collaborators review and discuss with representatives of Gilead the progress of the Services and related matters.

9.2 If University encounters any unanticipated problem during the conduct of the Services, the University shall report this to Gilead without delay, and any further action to be taken shall be decided in consultation with Gilead.

9.3 At mutually agreeable times and upon reasonable prior notice, representatives of Gilead may visit the facilities where the Services are being performed.

9.4 **Audit.** University shall maintain accurate and complete records and accounts relating to Services provided hereunder and, in accordance with generally-accepted accounting principles, complete and accurate records of expenses incurred sufficient to document the fees and expenses invoiced to Gilead for at least three (3) years following the date of the invoice ("**Records and Accounts**"). At mutually agreeable times and during normal business hours, Gilead reserves the right to audit the selected University's Records and Accounts pertaining to Gilead's business with the University on an annual basis (or more frequently if there is cause for such audit). The scope of the audit will be determined and agreed to between Gilead and the University in writing prior to such audit.

10. REPRESENTATIONS

- 10.1 *Authority.* University represents to Gilead that University has the full right, power and authority to enter into this Agreement and perform its obligations hereunder without the consent of any third party and without breach of any agreements with or obligations to any third party.
- 10.2 *Use of Results/Work Product.* University represents to Gilead that, to the best of University's knowledge, Gilead may on a non-exclusive basis, use, practice, reproduce, distribute and make all Results, Components, as well the reports, data and information contained in such Results and Components that University provides or generates hereunder, without infringing or misappropriating any third party intellectual property or other rights.
- 10.3 *Performance of Services.* University represents to Gilead that (i) University possesses the professional and technical expertise and the resources, to perform the Services and (ii) University, including the University's facility utilized by the University for the Services has, as of the date of this Agreement, and shall use its best efforts to maintain in effect for the term of this Agreement, all permits, licenses, certificates or approvals required by Applicable Laws to perform the Services; and University shall notify Gilead in the event its permits, licenses, certificates or approvals to perform the Services are modified, revoked, suspended, transferred or otherwise changes such that there is a material adverse effect upon the Services.
- 10.4 *No Other Restrictive Arrangement.* University represents to Gilead that University has not entered and will not enter into any agreement with, or obligation to, a third party that violates the terms of this Agreement or prevents University from fulfilling its obligations hereunder.
- 10.5 *Fraud and Abuse and Related Sanctions.* University represents to Gilead that neither University nor any of its employees performing the Services hereunder have been debarred, disqualified or restricted by any regulatory or other government authority, including the U.S. Food and Drug Administration pursuant to the Generic Drug Enforcement Act of 1992 or any other equivalent or successor statutes, rules or regulations. In the event that University becomes aware of any pending proceeding or threatened debarment or disqualification of University or any of its employees, University agrees that it shall immediately notify Gilead in writing.
- 10.6 *Security.* University represents that it has implemented appropriate and necessary security measures to guard against unauthorized access to computer hardware and other equipment and/or software possessed and used by University to provide the Services so that the Results and Gilead Confidential Information will be maintained accurately and safeguarded.
- 10.7 *Employment.* University represents that any and all University employees assigned to perform Services meet all applicable state and federal employment eligibility requirements and may lawfully perform Services hereunder.

- 10.8 *OSHA.* University represents to Gilead that University is in compliance with all Occupational Safety and Health Administration ("OSHA") regulations and guidelines.
- 10.9 *Personal Information.* University agrees that it will neither use nor disclose any personal information received or learned in connection with performance of the Services, except as required by law or permitted by this Agreement. University agrees to use appropriate safeguards in compliance with all applicable data protection and privacy laws to prevent any unauthorized disclosures by it of such personal information. In the event that University becomes aware of a breach of this subsection, University will promptly notify Gilead in writing.
- 10.10 *Anticorruption.* University represents to the best of its knowledge that neither the University, nor any of its affiliates, nor any of their respective directors, officers, employees or agents (all of the foregoing, including affiliates collectively, "University Representatives") has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations thereunder, the "FCPA"), the U.K. Bribery Act of 2010 ("Bribery Act"), or any other applicable anti-bribery or anticorruption laws, rules or regulations (collectively with the FCPA and the Bribery Act, the "Anticorruption Laws"). University represents that University and University Representatives have conducted and will conduct their businesses in compliance with the Anticorruption Laws. University represents that University has and will have necessary procedures in place designed to prevent bribery and corrupt conduct by University Representatives. In addition, Gilead may require University Representatives to receive training as to Gilead's anticorruption policy. University also agrees that Gilead shall have the right, from time to time, but not more than once per year, upon written notice to University, to conduct an investigation and audit of University's policies, books, records and accounts related to this Agreement to verify compliance with the provisions of this Agreement. University agrees to cooperate fully with such investigation, the method of which shall be at the discretion of Gilead. Without limiting any other remedies at law or at equity, Gilead may, at Gilead's sole discretion, terminate this Agreement or suspend or remove University Representatives from performing the Services for any violation of the Anticorruption Laws, in accordance with Gilead's contractual rights.
- 10.11 *Publications.* To the extent applicable, University shall follow the ICMJE Recommendations for the Conduct, Reporting, Editing, and Publication of Scholarly Work in Medical Journals, available at: <http://www.icmje.org/icmje-recommendations.pdf>.
- 10.12 *Notification.* University agrees to notify Gilead in the event any representation by University set forth in this Agreement shall no longer be true, correct or complete within ten (10) business days of University's becoming aware of such representation no longer being true, correct or complete.

11. INSURANCE

- 11.1 During the term of this Agreement and at all times that University performs the Services for Gilead, University represents that it shall maintain in full force and effect, at University's expense, insurance coverage or a program of self-insurance to include:

(i) Workers Compensation and Employers' Liability in compliance with the local law requirements of the state/jurisdiction in which the work is to be performed under this Agreement. The policy shall include Employers' Liability for not less than \$1,000,000 per accident, if applicable.

(ii) Commercial General/Public Liability Insurance with limits not less than a Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence and \$5,000,000 in the aggregate.

(iii) Professional liability insurance with limits in sufficient amounts to cover its obligations and liabilities under this Agreement.

11.2 Upon written request by Gilead, Certificates of Insurance evidencing the required coverage and limits shall be furnished to Gilead before any work is commenced hereunder and annually thereafter. In the event any of the policies referenced above in Section 11.1 (i) through (iii) are cancelled or materially reduced before the termination or expiration date of this Agreement, such notice of cancellation or material reduction shall be provided to Gilead in accordance with University's insurance policy provisions.

12. MISCELLANEOUS

12.1 **Assignment.** Neither Party may assign its rights and obligations under this Agreement the other Party's prior written consent, except that Gilead may: (a) assign its rights and obligations under this Agreement who agree to be bound by the terms of this Agreement; or (b) assign this Agreement in its 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 (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.

12.2 **Applicable law, Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of New York, without regard to the conflicts of law provisions.

12.3 **Notices.** Any notice required or authorized to be served hereunder shall be deemed to have been properly served if delivered by hand, by courier, or sent by registered or certified mail, or sent by facsimile transmission confirmed by registered or certified mail, to the Party to be served as specified below. Notices sent by courier, or registered or certified mail 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.

GILEAD: Gilead Sciences, Inc.
333 Lakeside Drive
Foster City, CA 94404

With a copy to:

Gilead Sciences, Inc.

333 Lakeside Drive
Foster City, CA 94404



University:



Boston University, Office of Sponsored Programs
25 Buick Street, Suite 200
Boston, MA 02215
Phone: [Redacted]
Fax: [Redacted]
Email: [Redacted]

- 12.4 **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.
- 12.5 **Waivers.** Neither Party shall be deemed to have waived its rights under this Agreement 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 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 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.
- 12.6 **Force Majeure.** Either Party's performance of any part of this Agreement will be excused to the extent that it is unable to perform due to natural disasters, terrorism, riots, insurrection, war, extraordinary governmental action, material labor strikes (excluding strikes by the Party's own workforce), or any other cause which is beyond the reasonable control of such Party (the "Affected Party"), not avoidable by reasonable due diligence, and provided that such cause is not attributable to the Affected Party (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Affected Party will promptly notify the other Party of the Force Majeure Event, including an estimate of its expected duration and probable impact on the performance of the Affected Party's obligations under this Agreement. In addition, the Affected Party will (i) exercise reasonable efforts to mitigate damages to the other Party and to overcome the Force Majeure Event and (ii) continue to perform its obligations under this Agreement to the extent it is able. If any failure or delay caused by a Force Majeure Event continues for thirty (30) days or longer, the Party unaffected by such event will have the right to terminate this Agreement without cost or liability upon notice to the Affected Party and to receive a refund of all pre-paid fees for any work not yet performed less any applicable non-cancelable obligations.

- 12.7 **Relationship.** In performing the Services, University is acting as an independent contractor and not as servant or agent of Gilead. Further, nothing in this Agreement shall be construed or applied to create a legal relationship of partners, agency, employer-employee relationship or joint venture. To the extent applicable, University will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to University's performance of the services and receipt of compensation or stipends. University's employees will not be entitled to any of the benefits that Gilead may make available to Gilead employees, including without limitation, group insurance, profit-sharing or retirement benefits.
- 12.8 **Headings.** Headings in this Agreement are included for ease of reference only and have no legal effect.
- 12.9 **Preamble, Exhibits and Work Orders.** 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.
- 12.10 **Survival.** Expiration or termination of this Agreement shall not affect accrued rights or obligations of the Parties. Sections 3, 5, 6, 8.4, and 12 shall survive termination or expiration of this Agreement.
- 12.11 **Counterparts.** This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which counterparts, taken together, shall be deemed an original.

[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.

Gilead Sciences, Inc.

By: _____

Name: _____

Title: Chief Patient Officer

Date: _____

Trustees of Boston University

By: _____

Name: _____

Title: _____

Date: 10/22/2018

EXHIBIT A
Statement of Work

Factors influencing the uptake of the tenofovir voluntary licensing program by eligible manufacturers and medicine purchasers in licensed countries

Scope of Work

Voluntary licensing (VL) is an important strategy for improving access to essential medicines globally. VL is granted by a patent holder to a generic manufacturer to allow the production and sale of a patented active pharmaceutical ingredient (API). The generic manufacturer is often able to sell the medicine at a significantly reduced price compared to the originator product. The practice of VL has expanded in recent years, particularly since the creation of the Medicines Patent Pool (MPP) in 2011, but there remains untapped potential to improve existing VL programs and to license new medicines. Realizing the full potential of VL could dramatically improve access and save lives.

One of the largest VL program is Gilead's VL of tenofovir disoproxil fumarate (TDF). Established in 2006, 95 countries were included [2]. Since 2011, licenses for manufacturing generic TDF are granted either through the MPP or by Gilead directly. Licensees must pay a 5% royalty on all sales of generic TDF. Currently, a set of manufacturers in India, South Africa, and China produce generic TDF for sale in 116 licensed countries. Gilead's TDF VL program was one of the first of its kind and contributed to the creation of the MPP and to other pharmaceutical companies adopting a similar approach for a range of important medicines.

While anecdotal evidence suggests that Gilead's TDF VL program has improved access to treatment for HIV-positive patients globally, the factors accelerating or hindering the implementation have not been studied. New evidence on this established and large VL program is critical to ongoing discussions around strategies for improving access to medicines, a key component of universal health coverage.

The aim of the Services is to investigate factors that influence uptake of the TDF VL program by eligible manufacturers and medicine purchasers in licensed countries.

Under this Work Order, the University will complete the following tasks:

Activity 1: Document review. University will be responsible for carrying out an extensive document review of market registration records, procurement data, standard treatment guidelines and other supporting documents. These will be gathered through a systematic review of peer-review and grey literature, data extraction, analysis and synthesis. Key informants will be asked to complement the review by identify relevant documents that are either unpublished or not identify by the review.

Specific tasks to be performed:

- Search for relevant documents
- Review of documents
- Development of data extraction

- Data analysis
- Data synthesis
- Presentation of the results to Gilead for input

Activity 2: Key informant interviews. University will be responsible for carrying out key informant interviews at global and national level. Key informants include Gilead's access team responsible for managing the VL program, members of the MPP, representatives from manufacturer associations, members of the Global Fund and PEPFAR, representatives from eligible manufacturer companies, medicines regulatory authorities, members of governments and local health organizations in eligible countries and pharmaceutical market and policy analysts.

Specific tasks to be performed:

- Development of an interview guide
- Conduction of the interviews
- Interview transcription
- Data analysis
- Development of a report
- Discussion of the findings with Gilead stakeholders

Deliverables or products to be developed

- Document repository
- Report summarizing the key findings
- Publications for peer-review journals
- Policy brief
- Conference presentations