ES-2020-1092

RESEARCH AGREEMENT[1]

This Research Agreement (this "**Agreement**"), is effective as of 2nd May 2020 (the "**Effective Date**"), by and between:

(1) **AstraZeneca Farmacéutica Spain, S.A.**, a company incorporated in Spain with [redacted] registered office is [redacted]

(2) **Fundació Institut Hospital del Mar d´Investigacions Mèdiques (IMIM)**, a public Foundation incorporated in Spain [redacted] whose registered office is at [redacted]

(3) **Fundació Privada Institut d'Investigació Oncológica de Vall-Hebron**, a non-for-profit research foundation incorporated in Spain under [redacted] whose registered office [redacted]

(4) **Fundació Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla (FISEVI)** whose registered office [redacted][a] [redacted] and VAT [redacted] (the "**FISEVI**").

Hereinafter, FISEVI and VHIO Jointly referred to as 'the Institutions'

Recitals

(A) Company wishes to engage in scientific research related to project: **"Validation of BRCA1/2 mutation detection in Tissue and Germline"**;

(B) The Sponsor and both Institutions have the appropriate facilities and personnel, with the training, knowledge and experience necessary to conduct such research; and

(C) The research is of mutual interest and benefit to Company and Sponsor and both Institutions.

Agreement

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1 Definitions

Unless otherwise specifically provided in this Agreement, the following terms shall have the following meanings:

1.1 "**Affiliate**" means, with respect to a Party, any Person that Controls, is Controlled by or is under common Control with the Party. With respect to Company, the term Affiliate shall also include any business entity that is Controlled by or under common Control with AstraZeneca PLC.

1.2 "**Applicable Laws**" means applicable laws, rules and regulations, including any rules, regulations or other requirements of regulatory authorities that may be in effect from time to time. For clarity, Applicable Laws include good laboratory practices.

1.3 "**Authors**" has the meaning set forth in Section 6.1.

1.4 "**Background Intellectual Property**" has the meaning set forth in Section 4.1.

1.5 "**Biological Materials**" has the meaning set forth in Section 2.8.

1.6 "**Biological Materials Retention Period**" has the meaning set forth in Section 2.8.

1.7 "**Confidential Information**" means all information or material that, at any time before, on or after the Effective Date, has been or is provided or communicated to a Party by or on behalf of the other Party pursuant to this Agreement or in connection with the transactions contemplated hereby or any discussions or negotiations with respect thereto, including any data, ideas, concepts or techniques contained therein. Confidential Information may be disclosed orally, visually, in writing, by delivery of materials containing Confidential Information or in any other form now known or hereafter invented. Notwithstanding the foregoing, (a) all Company Results shall be the Confidential Information of Company, and Company shall be deemed to be the Disclosing Party and Sponsor and both Institutions shall be deemed to be the Receiving Party with respect thereto, (b) all Sponsor and both Institutions Results shall be the Confidential Information of Sponsor and both Institutions, and Sponsor shall be deemed to be the Disclosing Party and Company shall be deemed to be the Receiving and both Institutions Party with respect thereto and (c) the terms of this Agreement shall be deemed to be the Confidential Information of both Parties and both Parties shall be deemed to be the Receiving Party and the Disclosing Party with respect thereto.

1.8 "**Control**" means: (a) to possess, directly or indirectly, the power to direct the management or policies of a Person, whether through ownership of voting securities or by contract relating to voting rights or corporate governance, or (b) to own, directly or indirectly, fifty percent (50%) or more of the outstanding voting securities or other ownership interest of such Person, or (c) in the case of a partnership, control of the general partner.

1.9 "**Disclosing Party**" means, subject to the last sentence of the definition of Confidential Information, the Party disclosing Confidential Information or the Party whose Affiliates are disclosing Confidential Information.

1.10 "**Document Retention Period**" has the meaning set forth in Section 2.7.

1.11 "**Final Report**" has the meaning set forth in Section 2.9.

1.12 "**HCO**" has the meaning set forth in Section 3.5(c).

1.13 "**HCP**" has the meaning set forth in Section 3.5(c).

1.14 "**Parties**" means Company, Sponsor and Institutions, and "Party" means either of Company, Sponsor or Institutions.

1.15 "**Payment or Transfer of Value**" has the meaning set forth in Section 3.5(d).

1.16 "**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization, including a government or political subdivision, department or agency of a government.

1.17 "**Principal Investigator**" means a senior scientist of Sponsor appointed to supervise the Research Activities and identified in the Research Plan.

1.18 "**Receiving Party**" means, subject to the last sentence of the definition of Confidential Information, the Party receiving Confidential Information or the Party whose Affiliates are receiving Confidential Information.

1.19 "**Researchers**" has the meaning set forth in Section 2.5.

1.20 "**Research Activities**" means all those tests, studies and other activities described in the Research Plan or required to obtain the information set out in Research Plan.

1.21 "**Research Budget**" has the meaning set forth in Section 3.1.

1.22 "**Research Documentation**" means all documents, records, accounts, notes, reports (including the progress reports and the Final Report prepared pursuant to Section 2.9) and other data relating to the Research Activities, whether in written, electronic, video or other tangible form created by or on behalf of Sponsor and both Institutions.

1.23 "**Research Plan**" means a description of the research to be undertaken by Sponsor and both Institutions as set forth in Schedule 1, as amended from time to time by the Parties in writing.

1.24 "**Results**" means any ideas, inventions, discoveries, know-how, data, documentation (including the Research Documentation), reports, materials, writings, designs, computer software, processes, principles, methods, techniques and other information, recorded in any form, that are

discovered, conceived, reduced to practice or otherwise generated as a result of or in connection with the Research Activities, and any Patent, trade secret, copyright or other intellectual property rights pertaining to any of the foregoing or any right to apply for any of such intellectual property rights, provided however that Results shall exclude the Materials.

1.25 "**Term**" has the meaning set forth in Section 8.1.

2 Research Program

2.1 Research Activities and Research Plan. Sponsor and both Institutions shall conduct the Research Activities in accordance with this Agreement and the Research Plan.

2.2 Conduct of Research Activities. Sponsor and both Institutions shall: (a) perform or cause to be performed the Research Activities in good scientific manner and in compliance with Applicable Laws, (b) pursue the objectives of the Research Plan efficiently and expeditiously by allocating sufficient time, effort, equipment and skilled personnel to complete such activities diligently and promptly, and (c) if the Research Activities involve the use of animals, the Research Activities shall be conducted in accordance with Company's Global Policy on Bioethics, which can be found at: which can be found [redacted] by clicking the "Resources" tab on [redacted] the same may be amended from time to time. This policy defines the principles, behaviours and ethical standards governing Company's research and development activities worldwide.

2.3 Use of Clinical Samples. Sponsor acknowledges that it has adequate facilities and relevant permissions and ethical approvals for the collection of clinical samples. It further acknowledges that it has obtained, or will obtain, explicit informed consent to use such samples for research purposes from the donors who have provided the samples and that using such samples in the Research Activities falls within the scope of such consent. If Sponsor obtains clinical samples from a third party, Sponsor shall ensure that such third party grants Sponsor the right to freely use such samples in carrying out the Research Activities and that such third party has obtained the clinical samples in compliance with Applicable Laws.

2.4 Principal Investigator. The Principal Investigator shall be responsible for all activities undertaken by Sponsor pursuant to this Agreement and shall supervise the work of all those students, employees or agents of Sponsor who are engaged in carrying out the Research Activities ("**Researchers**"). The Principal Investigator shall serve as the primary contact for Company on all matters related to the Research Activities and the Research Plan. Sponsor shall not substitute or remove the Principal Investigator without the prior written approval of Company. If the Principal Investigator ceases to be associated with Sponsor, becomes incapacitated or is otherwise unable to perform under this Agreement, Sponsor shall provide

Company with prompt written notice thereof and shall use diligent efforts to secure a substitute Principal Investigator acceptable to Company.

2.5 Updates on the Research Activities. During the Term, the Principal Investigator and representatives of Company shall meet at regular intervals (in person, by teleconference or by videoconference) as agreed by the Parties to discuss the progress of the Research Activities and the Results. Unless Sponsor is otherwise notified by Company in writing, the contact person at Company will be Angel Callejo, Evidence Generation Manager, Oncology Business Unit, angel.callejo@astrazeneca.com.

2.6 Recordkeeping. Sponsor shall prepare and maintain complete, current, accurate, organized and legible records of all Research Documentation in a manner acceptable for patent and regulatory purposes and in compliance with Applicable Laws. Such records shall not include or be combined with records outside the scope of this Agreement. Sponsor shall retain all Research Documentation during the Term and thereafter until (a) the third (3rd) anniversary of the date that this Agreement expires or terminates; or (b) such later date as may be required by Applicable Laws (the "**Document Retention Period**").

2.7 Retention of Biological Materials. Sponsor shall retain all biological materials, including all clinical samples and specimens, (the "**Biological Materials**") used or collected in the performance of the Research Activities.

2.8 Reporting.

(a) Periodic Reports. Sponsor shall submit written progress reports to Company within thirty (30) days after the end of each calendar quarter or such other period as may be specified in the Research Plan. Any such report shall include a detailed summary of all work done and all Results, and all raw data and other information obtained, for the relevant period.

(b) Final Report. Sponsor shall submit a final written report to Company within thirty (30) days after the earlier of (i) the completion of the Research Activities and (ii) the expiration or earlier termination of this Agreement for any reason. Such final report shall include a comprehensive summary of the Research Activities undertaken and the Results generated in connection with the Research Plan (the "**Final Report**").

2.9 Audits. Company or its representatives shall have the right, during regular business hours, to: (a) monitor the conduct of the Research Activities and inspect Sponsor's premises where the Research Activities are, or will be, carried out, (b) review and audit, during the applicable Retention Period, all Research Documentation and Biological Materials and any other books, records, accounts and data relating to the Research Activities (including any financial books

and records referenced in Section 3.5), and (c) interview the Principal Investigator and the Researchers, in each case to verify Sponsor's compliance with its obligations under this Agreement. Sponsor shall and shall cause the Principal Investigator, the Researchers and other Sponsor personnel to cooperate with any such activities.

2.10 Regulatory Inspections. Sponsor shall promptly inform Company if any governmental or regulatory authority (a) conducts, or gives notice of intent to conduct, an audit of the Research Documentation or an inspection of Sponsor's facilities where the Research Activities are performed or (b) takes, or gives notice of its intent to take, legal or regulatory action alleging improper or inadequate practices in the performance of the Research Activities or potentially impacting performance of the Research Activities. Company shall have the right to be present at or otherwise participate in any such inspection or regulatory action with respect to the Research Activities. Sponsor shall promptly provide Company with copies of any such notices and related correspondence following receipt thereof. Sponsor shall further inform Company of the findings of any such action or such inspection that may have an impact on the performance of Research Activities and any related quality systems.

3 Research Funding

3.1 Research Budget. In consideration for Sponsor's satisfactory performance of the Research Activities, Company shall pay Sponsor and the Institutions in accordance with the research budget set forth in Schedule 2 (the "**Research Budget**"). The Sponsor and the Institutions agree that the aggregate amount specified in the Research Budget is the maximum amount payable under this Agreement and represents Company's full and complete obligation to compensate Sponsor and the Institutions for all Research Activities to be performed, and expenses incurred, by Sponsor under this Agreement. The Parties acknowledge that the amounts to be paid by Company under this Agreement are reasonable compensation, representing the fair market value for the work performed by Sponsor and the Institutions and that it has not received any other compensation or inducement in connection with this Agreement or its participation in the Research Activities.

3.2 Invoices and Payments. Sponsor and Institutions shall invoice Company for the costs incurred by them to undertake the Research Activities up to the maximum amount of the Research Budget. Sponsor and Institutions shall invoice Company the compensation set forth in the Research Budget according to the payment schedule in Schedule 2. Each invoice shall be payable to Sponsor and Institutions within sixty (60) days after Company's receipt of an undisputed invoice and invoice-supporting documentation. All amounts payable by Company under this Agreement are stated exclusive of any sales tax, which Sponsor and Institutions may be obliged to charge. All invoices shall include the applicable Company Purchase Order

number, a reference to the Research Plan, categorisation of the costs being claimed by category as detailed in the Research Budget, and the information set forth in Schedule 3, which may be updated from time to time upon written notice by Company.

All invoices and invoice-supporting documentation shall be submitted electronically (in .pdf, .docx, .xls or .ppt format) as follows:

[redacted]

3.3 Disputed Invoices. If an invoice is disputed, Company shall notify the Sponsor and Institutions in writing not later than ten (10) business days from the date of receipt of such disputed invoice specifying the reasons for disputing the invoice. Company and Sponsor/Institutions will discuss such disputed invoice in good faith within ten (10) days after Sponsor/Institutions acknowledges the invoice has been disputed, which shall be no less than three (3) business days after receipt, whereby Sponsor/Institutions shall provide all evidence as may be reasonably necessary to verify such disputed invoice. The Sponsor/Institutions may invoice for the Services that are not disputed whilst working to correct the disputed invoice. Should the Parties fail to resolve the disputed amount after such discussion, both agree to escalate to the nominated points of escalation set forth in Section 11.4 where both Parties commit to resolve within a further ten (10) days of the date of this escalation.

3.4 Books and Records. Sponsor and Institutions shall maintain complete and accurate books, records and accounts that, in reasonable detail, fairly reflect the use of the financial support provided by Company hereunder. Company shall have the right to review and audit such books, records and accounts relating to amounts paid in connection with the Research Budget.

3.5 Direction of Payments. Payments made by Company to the Sponsor and the Institutions under this Agreement shall be made in Euros by electronic bank transfer to the following bank accounts:

Fundació Institut Mar d´Investigacions Mèdiques (IMIM)

(a) Bank Account Number [redacted]

(b) Swift Code [redacted]

(c) Bank Name and Address [redacted]

(d) Sponsor's Payment [redacted]

Sponsor's Tax [redacted]

Fundació Privada Institut d'Investigació Oncológica de Vall-Hebron

(a) Bank Account Number: [redacted]

(b) Swift Code: [redacted]

(c) Bank Name and Address: [redacted] Barcelona, Spain

(d) Institution's Payment Reference: None

Tax ID is [redacted]

Fundació Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla (FISEVI)

(a) Bank Account Number [redacted]

(b) Swift Code [redacted]

(c) Bank Name and Address [redacted]

(d) Sponsor's Payment Reference CPS DE ALAVA ASTRAZAENECA

Tax ID is [redacted]

3.6 Transparency Requirements.

(a) Sponsor/Institutions recognize Company's commitment to compliance with Applicable Laws and transparency principles and shall cooperate with Company to meet such commitments. To that end, notwithstanding anything in this Agreement to the contrary, (i) Sponsor/Institutions acknowledge that payments made by or on behalf of Company pursuant to this Agreement may be reported to government entities or otherwise to third parties, as required by law or pursuant to Company policy; and (ii) Company may disclose on websites controlled by Company or any of its Affiliates the payments made to Sponsor/Institutions by or on behalf of Company pursuant to this Agreement, or the payments made by Sponsor/Institutions to an external HCP or HCO with Company's written approval.

(b) Sponsor/Institutions shall not contract with or make any Payment or Transfer of Value to an HCP or HCO on behalf of Company without Company's prior written approval. All payments to an HCP or HCO will be made according to rates agreed with Company. Such rates must be based on relevant local fair market value rates (rates may differ between countries). Sponsor/Institutions acknowledge and agree that any request for payment of, or reimbursement for, a Payment or Transfer of Value to an HCP or HCO will require that Sponsor/Institutions provide Company with detailed expenditure information either through a template and/or system access, or as a file extract out of

Sponsor's/Institutions' own system including all the required data fields as outlined by Company. If applicable, Company and Sponsor/Institutions will annually discuss the data collection process to confirm Sponsor's/Institutions' understanding of Company's requirements. Sponsor/Institutions shall provide such expenditure reporting to Company by the end of the month after the month in which such Payment or Transfer of Value to an HCP or HCP is made. Documentation concerning Payments or Transfers of Value to an HCP or HCP must be maintained by Sponsor/Institutions for five (5) years

(c) A healthcare professional ("**HCP**") includes a member of the medical, dental, pharmacy, and nursing professions, related administrative staff, and governmental officials who may prescribe, purchase, supply or administer medicines. A healthcare organization ("**HCO**") includes any legal entity that is a healthcare, medical or scientific association, organization or learned society; or through which one or more HCPs provide services. Company's Global Payment Transparency Team will determine if payments/transfers of value provided to recipients meet the individual country HCP/HCO transparency obligations for disclosure (per the definition of an HCP or HCO and applicable reporting requirements).

(d) A "**Payment or Transfer of Value**" is any payment or transfer of value from Company, or from Sponsor at the direction or request of Company, to an HCP or HCO, and may include: compensation, reimbursement for expenses, meals, travel, medical journal reprints, study supplies and medical writing and publications assistance.

4 Ownership of Results.

4.1 Background Intellectual Property. For the avoidance of doubt, all intellectual property and know-how existing as of the Effective Date, or developed or acquired outside of the scope of this Agreement ("**Background Intellectual Property**"), that is used in connection with the Research Activities shall remain the property of the Party introducing the same. Nothing in this Agreement shall transfer any rights in such Background Intellectual Property to the other Party. In the event that a license to certain Background Intellectual Property owned by Sponsor and/ or the Institutions is necessary for Company to develop or exploit commercially any Results, and if Sponsor and/ or the Institutions are able to grant Company rights in such Background Intellectual Property, Sponsor and/ or the Institutions shall use reasonable efforts to grant to Company an exclusive or a non-exclusive license, on commercially reasonable terms, to the applicable intellectual property rights in such Background Intellectual Property.

4.2 Option for Exclusive License

(a) Sponsor and the Institutions hereby grants to Company and its Affiliates an exclusive option (the "**Option**") to take an exclusive, worldwide, perpetual and sublicenseable license upon commercially reasonable terms (the "**License**") to any intellectual property rights in Results; including any patent or patent application anywhere in the world, arising from the Results; provided, however, that Sponsor and the Institutions shall have a retained right, subject to the requirements of Article 5, to use any such patent for the sole purpose of academic and educational research, but Sponsor and the Institutions may not use any such Sponsor/ Institutions Results for any activities for or on behalf of any third party other than a non-profit, not for profit or governmental organization. The Option shall extend until six (6) months delivery of the Final Report (the "**Option Period**"). During the Option Period, Sponsor and the Institutions shall not negotiate with or grant any rights to such Results to any third party for the use or commercial exploitation of the same.

(b) Company or any of its Affiliates may elect to exercise the Option at any time during the Option Period by giving Sponsor and the Institutions written notice thereof ("**Option Notice**"). Following Sponsor's and the Institutions' receipt of an Option Notice within the Option Period, Sponsor and the Institutions shall enter into good faith negotiations for a period of no less than twelve (12) months (the "**Negotiation Period**") with Company or its Affiliates with a view to granting Company or such Affiliate the License on commercially reasonable terms.

(c) If, after good faith negotiations, the Sponsor, the Institutions and Company or its Affiliate fail to reach agreement on the terms of a license agreement for the License within the Negotiation Period, then Sponsor and the Institutions shall have the right to negotiate with third parties with respect to any rights under the Results; provided, however, that for a period of three (3) months following the expiry of the Negotiation Period, Sponsor and the Institutions may not offer to any third party any rights in or to such patent on more favourable terms (including payments) to such third party than last offered to Company or its Affiliate in writing. If Sponsor and the Institutions should grant, or agree (orally or in writing) to grant, to any third party any rights in or to the relevant patent during a period of three (3) months following the expiry of the Negotiation Period, then, upon Company's request, Sponsor and the Institutions shall certify to Company that the terms (including payments) of such transaction are not more favourable to the third party than the terms last offered to Company or its Affiliate in writing.

(d) If (i) during the Option Period Company notifies Sponsor and the Institutions in writing that it and its Affiliates do not wish to take a License; or (ii) Company or any of its Affiliates has not on or prior to the end of the Option Period furnished Sponsor and the Institutions with an Option Notice, then the Option in respect of the relevant patent shall terminate and Sponsor and the Institutions shall be free to license and commercialize the relevant patent without any requirement to account to Company.

5 Confidentiality

5.1 Property of the Disclosing Party. Except as otherwise provided in this Agreement, any Confidential Information disclosed by or on behalf of one Party to the other in connection with this Agreement shall remain the property of the Disclosing Party.

5.2 Confidentiality Obligations. During the Term and for five (5) years after the expiration or termination of this Agreement, the Receiving Party undertakes and shall cause, its officers, directors and other employees and agents (including the Principal Investigator and the Researchers if Sponsor is the Receiving Party) to, (a) keep confidential and not publish or otherwise disclose and not use, directly or indirectly, for any purpose, any Confidential Information, except to the extent such disclosure or use is expressly permitted by the terms of this Agreement, and (b) at the request of the Disclosing Party, to return, delete or destroy all copies of the Confidential Information, in whatever form it is held.

5.3 Exceptions. The provisions of Section 5.2 shall not apply to any Confidential Information which the Receiving Party can demonstrate to the reasonable satisfaction of the Disclosing Party:

(a) was already in the possession of the Receiving Party and at the Receiving Party's free use and disposal or in the public domain prior to its disclosure by the Disclosing Party hereunder;

(b) was prior to disclosure to it pursuant to this Agreement legally acquired by the Receiving Party from a third party having good title thereto and the right to disclose the same;

(c) comes into the public domain, otherwise than through the fault of or breach of this Agreement by the Receiving Party or any of its Affiliates; or

(d) is independently generated by the Receiving Party or any of its Affiliates without any recourse or reference to the Confidential Information disclosed by the Disclosing Party.

5.4 Disclosures Required by Law. Nothing in Section 5.2 shall preclude disclosure of any Confidential Information required by any governmental, quasi-governmental or regulatory agency or authority or court entitled by law to receive the Confidential Information, or which is required by law to be disclosed (including freedom of information requests), provided that

the Receiving Party, subject to Applicable Laws, promptly notifies the Disclosing Party when such requirement to disclose has arisen, to enable the Disclosing Party to seek an appropriate protective order, to inform the relevant agency, authority or court the proprietary nature of the Confidential Information, and to make any applicable claim of confidentiality. The Receiving Party agrees to co-operate in any appropriate action that the Disclosing Party may decide to take. If the Receiving Party is advised to make a disclosure in accordance with this section, it shall only make a disclosure to the extent to which it is obliged.

5.5 Press Releases and Use of Name. Except as expressly permitted by this Agreement, neither Party shall make any press release or other public announcement relating to this Agreement or otherwise use the name, insignia, symbol, trademark, trade name or logotype of the other Party or its Affiliates in any publication, press release, promotional material or other form of publicity without the prior written approval of the other Party. The restrictions imposed by this Section 5.6 shall not prohibit either Party from making any disclosure that is required by Applicable Laws.

6 Publication of Results

6.1 Rights and Procedures. Subject to this Article 6, the Sponsor, the Principal Investigator, and the Institutions and any additional authors authorized in writing by Sponsor (collectively "**Authors**"), shall have the right to publish the Results in scientific or other journals or to present the Results at professional conferences or other meetings consistent with academic standards. At least thirty (30) days prior to submission of any material for publication or presentation, the Authors shall provide Company with such material for its review. Company shall have thirty (30) days to respond with any comments but it will not be binding. The Authors shall withhold material from submission for publication or presentation for an additional ninety (90) days from the date of Company's request to allow for to establish and preserve proprietary rights or Confidential Information of the Company. No publication or presentation with respect to the Research Activities shall be made unless and until any information determined Confidential Information has been removed. Authors agree that scientific lead-time is a key element of the value of the Research Activities and further agree that premature publication of any Results before all Research Activities are completed and the data is pooled and analyzed could be misleading. Therefore, the Authors agree not to publish or present the outcome of the Research Activities or any Results until the completion of all Research Activities, and, if such Research Activities are part of broader research effort conducted at multiple study sites, until all data is compiled from all study sites.

6.2 Company Rights. Authors agree that if Authors publish the Results and retain any rights to such publication, Authors shall grant, and do hereby grant, to Company and its Affiliates an

irrevocable, perpetual royalty-free license to make and distribute copies of any publication of the Results under any copyright privileges that Authors may have. Company and its Affiliates shall also have the right to publish or present independently the Results provided that due acknowledgement is made for the intellectual contribution made by Sponsor in accordance with standard scientific practice.

6.3 Responsibilities of the Authors. Authors agree to comply with the International Committee of Medical Journal Editors criteria regarding authorship [redacted] and recommendations regarding disclosure of potential conflicts of interest, including any financial or personal relationships, that might be perceived to bias their work [redacted] In so doing, Authors agree to disclose in any manuscript, journal submission or elsewhere, as appropriate or required, any financial or personal relationship with Company, all individuals who have provided medical writing or editorial support for the publication, and all funding sources for the publication and any related study. Authors further agree to provide any additional disclosure required by any medical or scientific Sponsor, medical committee or other medical or scientific organization with which they are affiliated.

7 **Privacy Notice**.

Privacy laws require Company to notify Sponsor that personal information about Sponsor employees (such as name and contact information) obtained in connection with this Agreement may be used for general administrative purposes related to the Research Activities and to contact Sponsor and its employees about opportunities for further collaboration with Company. Company may share such information with its Affiliates and its third-party service providers for these purposes. Sponsor has the right to ask for a copy of this information, correct inaccuracies and to opt out of its use for these purposes at any time.

8 **Term and Termination**

8.1 Term. This Agreement shall commence upon the Effective Date and shall continue until the later to occur of: (a) 30th September 2020, or (b) the completion of the Research Activities and Company's receipt of the Final Report, unless this Agreement is earlier terminated in accordance with this Article 8, (the "**Term**").

8.2 Termination for Material Breach by Either Party. If a Party is in material breach of this Agreement, and such breach remains uncured for ten (10) days after notice of breach, then the other Party shall have the right to immediately terminate this Agreement by giving written notice of termination to the breaching Party.

8.3 Termination by Company. Company has the right in its sole discretion to terminate this Agreement for any reason or no reason upon thirty (30) days written notice to Sponsor.

8.4 Consequences of Termination. Upon expiration or earlier termination of this Agreement:

(a) each Party shall, subject to Section 2.7, return to the other Party all Confidential Information of the other Party (except one copy of such Confidential Information may be retained for archival purposes):

(b) Sponsor shall deliver to Company the Final Report;

(c) Sponsor and the Institutions shall, i promptly reimburse Company for any excess amounts or unused funding paid to each Party pursuant to Article 3;

(d) in cases of termination of this Agreement by Sponsor pursuant to Section 8.2 or by Company pursuant to Section 8.3, Company shall reimburse Sponsor or Institutions for all non-cancellable obligations committed before receipt of the notice of termination, provided that Sponsor or Institutions provides Company with satisfactory proof that such expenses cannot be cancelled or recovered and in no event shall such expense exceed the aggregate amount budgeted in the Research Budget.

8.5 Consequential Loss. Neither Party shall be liable to the other for any indirect or consequential damages or losses arising out of any breach of this Agreement.

8.6 Survival. Termination of this Agreement shall not affect any rights and obligations of the Parties that accrued prior to termination. All provisions of this Agreement which, in accordance with their terms, are intended to have effect after termination or expiration of this Agreement shall survive indefinitely the termination or expiration of this Agreement.

9 Responsibilities

Each Party shall be responsible for its own acts in performance of the Research Activities, its use of the Results, and its use, storage and disposal of any Materials pursuant to the terms of this Agreement.

10 Representations, Warranties and Covenants.

10.1 Sponsor, on behalf of itself and the Principal Investigator (to the extent that such representations, warranties and covenants relate to the Principal Investigator), represents, warrants and covenants to Company as follows:

(a) Sponsor and the Institutions have the full power and authority under its constitution, and have taken all necessary actions, to execute and perform its obligations under this Agreement, and entering into this Agreement, performing its obligations hereunder and

granting rights to Company as set forth herein do not conflict with any other agreement to which it is a party;

(b) None of Sponsor, Institutions, the Principal Investigator or Researchers have, or at any time during the Term will have: (i) any financial or other conflict of interest in the outcome of the Research Activities, or (ii) entered into any contract that conflicts with the performance of the Research Activities, or creates a conflict of interest;

(c) Entering into this Agreement and performing the Research Activities hereunder does not, and shall not, cause Sponsor, Institutions, the Principal Investigator or any Researcher to be in noncompliance with any policy or procedure of any Sponsor or entity with which Sponsor or such personnel are affiliated. Sponsor further represents and warrants that the Principal Investigator is permitted to enter into this Agreement and that the terms and conditions hereof are consistent with the Principal Investigator's obligations to Sponsor;

(d) Sponsor, Institutions and Principal Investigator acknowledge that they have experience, expertise and resources and agree that any compensation paid for services provided herein: (i) was determined by means of good faith, arm's length negotiation between the Parties, and (ii) constitutes fair market value for the service rendered in light of Sponsor's, Institutions' and Principal Investigator's expertise and experience. Sponsor, Institutions and Principal Investigator acknowledge that they will not offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and will not make or cause another to make any offer or payment to any individual or entity for the purposes of influencing a decision for the benefit of Company;

(e) If during the Term or within two (2) years of the termination of this Agreement, Principal Investigator is a member of a committee that sets formularies or develops clinical guidelines, Principal Investigator will disclose to such committee the existence and nature of this Agreement and will follow the procedures set forth by the committee. Principal Investigator further agrees to fully comply with all applicable disclosure obligations relating to Principal Investigator's relationship with Company that may be externally imposed on Principal Investigator based on the requirements of any Sponsor, medical committee or other medical or scientific organization with which Principal Investigator is affiliated;

(f) Sponsor has not used, and shall not use in the Research Activities any Person who: (i) is excluded, debarred, suspended or otherwise ineligible to participate in U.S. federal health care, procurement, or non-procurement programs, (ii) has been convicted of a criminal offense that requires exclusion from a U.S. federal health care program, or

(iii) is otherwise disqualified or suspended from performing scientific or clinical investigations or subject to any restrictions or sanctions by the U.S. Food and Drug Administration or any other governmental or regulatory authority or professional body with respect to the performance of the Research Activities;

(g) Sponsor shall obtain from the Principal Investigator, the Researchers and each of its other employees and agents who are performing the Research Activities, or who otherwise have access to any Confidential Information of Company, rights to all information and inventions generated in the conduct of the Research Activities. such that Company and its Affiliates shall receive from Sponsor, without payments beyond those required by Article 3,the assignments, licenses and other rights granted hereunder to Company, its Affiliates and their designees; and

(h) Neither Sponsor nor Principal Investigator shall use any funding provided by any governmental authority to conduct any of the Research Activities if such funding would impair the ability of Sponsor or the Principal Investigator to perform any of the Research Activities or own, assign and license any intellectual property consistent with the terms of this Agreement.

10.2 **Warranty Disclaimer Regarding Results. All Results provided by Sponsor and Institutions are provided "AS IS" and to the maximum extent permitted by Applicable Laws Sponsor and Institutions hereby disclaim and exclude all representations, warranties, conditions or other terms, whether written or oral, expressed or implied, with respect to the Results, including any representation or warranty of quality, performance, merchantability or fitness for a particular use or purpose or that the Results do not infringe the patent, copyright, trademark or other proprietary rights of a third party.**

11 Miscellaneous

11.1 Assignment. This Agreement may not be assigned by either Party in whole or in part without the prior written consent of the other Party, except that Company without such consent may assign this Agreement and its rights and obligations hereunder to any of its Affiliates or any successor in interest to all or substantially all of the business to which this Agreement relates. Company shall always have the right to perform any or all of its obligations and exercise any or all of its rights under this Agreement through any of its Affiliates.

11.2 Subcontractors. Sponsor shall not engage or make use of subcontractors for the purpose of performing the Research Activities or any other obligations under this Agreement except as expressly authorized by Company in writing. Any such permitted subcontract shall be subject to the applicable terms and conditions of this Agreement, prior to disclosing to such subcontractor any Company Confidential Information; provided, however, that no such

subcontract shall release Sponsor from any of its obligations under this Agreement except to the extent such obligations are satisfactorily performed by such subcontractor in accordance with this Agreement.

11.3 Governing Law

The interpretation and construction of this Agreement shall be governed by the laws of Spain.

11.4 Escalation and Jurisdiction.

If a dispute arises between the Parties in connection with or relating to this Agreement, then either Party shall have the right to refer such dispute to officers within each company with the authority to make decisions for attempted resolution by good faith negotiations during a period of thirty (30) Business Days. Any final decision mutually agreed to by the Parties in writing shall be conclusive and binding on the Parties. If the Parties are unable to resolve any such dispute within such thirty (30) Business Day period, either Party shall be free to institute litigation in accordance with this Section. The Parties hereby consent to the jurisdiction of the courts of Spain for any action, suit or proceeding arising out of or relating to this Agreement that is not resolved in accordance with the above and agree not to commence any action, suit or proceeding related thereto except in such courts.

11.5 Notices. Any notice or other communication required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given as of (a) the date delivered if delivered by hand, or reputable courier service, (b) the date sent if sent by email (with transmission confirmed), (c) the second Business Day (at the place of delivery) after deposit with an internationally recognized overnight delivery service, or (d) the fifth (5th) Business day after mailing if mailed by registered or certified mail, postage prepaid and return receipt requested, addressed to the other Party at the addresses specified below, or to such other addresses of which notice shall have been given in accordance with this Section. This Section 11.5 is not intended to govern the day-to-day business communications necessary between the Parties in performing their obligations under the terms of this Agreement.

Address for Notice

Sponsor	To:	With a copy to:
	Fundació Institut Hospital del Mar d'Investigacions Mèdiques [redacted]	Hospital del Mar Anatomía Patològica [redacted]

	Attention: Andreu Fort	Attention: Dra. Beatriz Bellosillo
VHIO	To	
	Fundación Privada Instituto de Investigación Oncológica de Vall Hebron [redacted]	
FISEVI	To:	
	Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla Hospital Universitario Virgen del Rocío. [redacted]	
Company	To:	With a copy to (which shall not constitute effective notice):
	AstraZeneca Farmaceutica Spain, S.A. [redacted]	AstraZeneca Farmaceutica Spain, S.A. [redacted]

11.6 Relationship of the Parties. The status of a Party under this Agreement shall be that of an independent contractor. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the Parties or, except as otherwise expressly provided in this Agreement, as granting either Party the authority to bind or contract any obligation in the name of or on the account of the other Party or to make any statements, representations, warranties or commitments on behalf of the other Party. All persons employed by a Party shall be employees of such Party and all costs and obligations incurred by reason of any such employment shall be for the account and expense of such Party.

11.7 Construction. Except where the context requires otherwise, whenever used the singular includes the plural, the plural includes the singular and the word "or" has the inclusive meaning represented by the phrase "and/or." The headings of this Agreement are for convenience of

reference only and do not define, describe, extend or limit the scope or intent of this Agreement or the scope or intent of any provision contained in this Agreement. The term "including" or "includes" as used in this Agreement means including, without limiting the generality of any description preceding such term. The wording of this Agreement shall be deemed to be the wording mutually chosen by the Parties and no rule of strict construction shall be applied against any Party.

11.8 Equitable Relief. The Parties recognize that any threatened breach or breach of Articles 4, 5 or 6 may cause irreparable harm that is inadequately compensable in damages and that, in addition to other remedies that may be available at law or equity, the non-breaching Party is entitled to seek injunctive relief for such threatened or actual breach in any court of competent jurisdiction.

11.9 Amendment; Waiver. No amendment, modification or waiver of any of the terms of this Agreement shall be deemed valid unless made in writing and duly executed by authorized representatives of both Parties. Each Party shall have the right to enforce the Agreement in strict accordance with its terms. The failure of either Party to enforce its rights strictly in accordance with terms shall not be construed as having in any way modified or waived same.

11.10 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, then to the fullest extent permitted by Applicable Laws and if the rights and obligations of any Party will not be materially and adversely affected: (a) such provision will be given no effect by the Parties and shall not form part of this Agreement; (b) all other provisions of this Agreement shall remain in full force and effect; and (c) the Parties shall use their best efforts to negotiate a provision in replacement of the provision held invalid, illegal or unenforceable that is consistent with Applicable Laws and achieves, as nearly as possible, the original intention of the Parties. To the fullest extent permitted by Applicable Laws, the Parties waive any provision of law that would render any provision in this Agreement invalid, illegal or unenforceable in any respect.

11.11 Entire Agreement. This Agreement and all Schedules constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede all prior oral and written agreements, understandings, promises and representations with respect thereto. In the event of any inconsistency between any such Schedules and this Agreement, the terms of this Agreement shall govern.

11.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement. The Parties agree that execution of this Agreement by industry standard electronic signature software or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to

this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

Execution

THIS AGREEMENT IS EXECUTED by the authorised representatives of the Parties as of the Effective Date.

SIGNED for and on behalf of AstraZeneca Farmacéutica Spain, S.A.

Signatur

Name: Dr. Juan Oscar Lobera Mozo

Title: Oncology Medical Director

SIGNED for and on behalf of IMIM

Signat

Name: Andreu Fort Robert

Title: Managing Director

SIGNED for and on behalf of VHIO

Signature

Name: Andrés de Kelety

Title: Managing Director

SIGNED for and on behalf of FISEVI

Signature

Name: José Cañón Campos

Title: Managing Director

The Principal Investigators acknowledge that they have read this Agreement and understand the obligations Sponsor has undertaken on their behalf. Upon signing below, the Principal Investigators acknowledge that they become bound by, and agree to comply with, all relevant terms and obligations of this Agreement.

BY:

Name: Dr. Enrique de Álava Casado

By:

Name: Dra. Beatriz Bellosillo

Title: Principal Investigator

By: _

Name: Dra. Ana Vivancos

Title: Principal Investigator