MASTER CLINICAL TRIAL AGREEMENT

BY AND BETWEEN

GILEAD SCIENCES, INC.

AND

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA
MASTER CLINICAL TRIAL AGREEMENT
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MASTER CLINICAL TRIAL AGREEMENT

This Master Clinical Trial Agreement (this \"Agreement\") is entered into as of April 27, 2006, 2006 (the \"Effective Date\"), by and among The Trustees of the University of Pennsylvania (i), located at Office of Research Services, P221 Franklin Building, 3451 Walnut Street, Philadelphia, Pennsylvania 19104-6205 (the \"Institution\"), and (ii) Gilead Sciences, Inc., a Delaware corporation, with its principal office and place of business at 333 Lakeside Drive, Foster City, California 94404 (\"Sponsor\")..

WITNESSETH:

WHEREAS, Sponsor desires to conduct one or more clinical trials (each a \"Study\"), with each Study governed by an applicable protocol (a \"Protocol\"); and

WHEREAS, the Institution wishes to participate in at least one Study under the Protocol; and

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to the Institution and to the Sponsor, and will further the Institution's instructional and research objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution; and

WHEREAS, the Institution represents that it has the experience, capability and resources, including but not limited to sufficient personnel and equipment, to efficiently and expeditiously perform each Study hereunder in a professional and competent manner, and in strict adherence to the applicable Protocol attached hereto and incorporated by reference herein, and Institution further represents that it will utilize reasonable efforts at all times to devote the necessary personnel and equipment to perform each Study hereunder in such a manner.

NOW, THEREFORE, in consideration of the premises and of the following mutual promises, covenants and conditions and any sums to be paid hereunder, the parties hereto agree as follows:

1. Individual Studies.

(a) With respect to each Study in which the Institution participates, the Institution, the Principal Investigator (as defined in Section 2 hereof) and Sponsor will enter into an agreement generally in the form of Exhibit A attached hereto (a \"Study Agreement\") that will include the following information: (i) a complete copy of the applicable Protocol; (ii) the name and address of the Principal Investigator for the Study, as well as any co-investigators; (iii) the scope of work for the Study; (iv) the budget for the Study, including payment terms; and (v) any other information or terms specific to the Study that are not addressed in this Agreement.

(b) The Institution agrees to perform the research activities and tests and to comply with all of the terms and requirements of the applicable Protocol for each Study in which it participates. The Institution shall be responsible for obtaining any necessary authorizations to perform the Study, including Institutional Review Board approval. The Institution shall not charge any patient enrolled in any Study for any of the procedures required by the applicable Protocol.

(c) The terms and conditions of this Agreement, as supplemented by the applicable Study Agreement, shall govern each Study conducted by the parties hereto. In the event of a conflict between the terms of this Agreement and any Study Agreement, the terms of this Agreement shall govern unless and to the extent that such Study Agreement explicitly states in bold type that it is amending provisions of this Agreement and specifies, in each instance, the
provisions of such Study Agreement that amend this Agreement. Any such amending exhibit shall apply only to the Study pertaining to such Study Agreement and shall not act as an amendment of this Agreement as this Agreement relates to any prior or subsequent Study Agreement.

2. Principal Investigator.

Each Study will be conducted by a principal investigator named in the applicable Study Agreement (the "Principal Investigator"). The Principal Investigator shall be responsible for performing the Study and for the direct supervision of any individual performing portions of the Study. In the event the Principal Investigator becomes unable to perform any of the activities in the Study or to complete the Study for any reason, Sponsor and the Institution may mutually agree on a substitute Principal Investigator. The Institution shall use reasonable efforts to identify and obtain a substitute Principal Investigator acceptable to Sponsor. If Sponsor and the Institution cannot agree on a substitute Principal Investigator within a timely manner so as not to interrupt the Study, Sponsor may immediately terminate the applicable Study Agreement as provided in Section 8.

3. Confidentiality.

(a) During the term of this Agreement, the Institution and each Principal Investigator may obtain certain Confidential Information (as defined in Section 3(b) hereof).

(b) "Confidential Information" shall mean any and all information, data or know how, whether written or oral, technical or non-technical, as well as tangible materials, including without limitation samples, compounds, procedures, protocols or other information which the Institution or the Principal Investigator receives, directly or indirectly, from Sponsor, and (ii) and any other data or information that is generated by the Institution as required by the Protocol and/or this Agreement, including case report forms, laboratory data and Study Inventions and Study Results, but not including the medical records of the Institution. The parties will endeavor to identify at the time of disclosure and to confirm within 30 days of disclosure in a written summary of reasonable detail any, Confidential Information disclosed visually or orally to the other party.

(c) The Institution and each Principal Investigator agree (i) to use the Confidential Information only in connection with their performance of this Agreement; (ii) to receive and hold the Confidential Information in strict confidence and take all steps as are necessary to prevent the disclosure of Confidential Information to any third party without the prior written consent of Sponsor, which Sponsor may withhold at its sole discretion; and (iii) to disclose Confidential Information only on a need-to-know basis to its employees and consultants who have entered into written agreements which impose, or are otherwise bound by, restrictions upon the Confidential Information that are at least equivalent to those imposed hereunder.

(d) The Institution and each Principal Investigator shall be relieved of their respective obligations under this Section 3 regarding Confidential Information which: (i) was known to the Institution or the Principal Investigator prior to receipt hereunder as set forth in written records; (ii) at the time of disclosure to the Institution or the Principal Investigator was generally available to the public, or which after disclosure hereunder, becomes generally available to the public, through no fault of the Institution or the Principal Investigator; (iii) is hereafter made available to the Institution or the Principal Investigator from any third party having a right to do so and which was not acquired from Sponsor; (iv) is needed by a third party for purposes of treating a patient who participated in the Study; or (v) is independently developed by Institution or Principal Investigator without reference to any Confidential Information.

(e) Notwithstanding any other provision of this Agreement, Institution and Investigator
may disclose: (i) Confidential Information to the extent necessary to comply with an applicable governmental law, rule, regulation or order, after prompt notice to Gilead; or (ii) Study Results to the extent necessary to protect any subject’s safety and provide appropriate medical care for any subject or prevent a serious health hazard.

(f) At any time upon request by Sponsor the Confidential Information shall be returned to Sponsor or destroyed, notwithstanding the foregoing Institution’s legal counsel may retain one (1) copy of Confidential Information in a secure location for purposes of identifying Institution’s obligations under these confidentiality provisions, in which event the Institution shall deliver to Sponsor a written statement certifying that all such information has been appropriately destroyed. The return and/or destruction of such Confidential Information as provided above shall not relieve the Institution of its other obligations under this Agreement.

(g) Institution agrees to comply with all applicable federal, state, and local laws and regulations relating to the privacy of patient health information, including without limitation, but not limited to, the Standards for Individually Identifiable Health Information, 42 C.F.R. Parts 160 and 164 (the “HIPAA Privacy Regulation”). Institution shall ensure that all patients participating in the Study execute authorizations to use and disclose protected health information in accordance with the HIPAA Privacy Regulation. Institution shall provide Sponsor with access to such executed authorizations. Sponsor shall have the right to review and approve these authorization forms prior to their use. Sponsor agrees that, should Sponsor gain access to any protected health information of patients participating in the Study, Sponsor will treat such protected health information in accordance with the Informed Consent document, any authorizations and all applicable laws and regulations. If Sponsor gains access to any protected health information that is not covered by the Informed Consent or authorizations, Sponsor shall hold such information in the strictest confidence, shall not remove records containing such information from the Institution and, if inadvertently removed, shall immediately return any records containing such information to the Institution.

(h) The Institution’s and the Principal Investigator’s obligations of confidentiality will exist during the performance of this Agreement and for five (5) years following termination or expiration of this Agreement, unless disclosure is required by law or regulation.

4. Results and Other Documentation

(a) All documents, protocols, data, know-how, methods, operations, formulas, Confidential Information and materials of any kind provided to the Institution or any Principal Investigator pursuant to this Agreement are and shall remain the property of Sponsor. Sponsor will solely own the data, results, CRFs and information generated as a result of conducting the Study, excluding subject medical records of the Institution (“Study Results”) provided that Institution will be free to use the Study Results for its internal, non-commercial research, publication (in accordance with Section 4c hereof), medical treatment of Subjects enrolled in Study and educational purposes.

(b) In accordance with the terms of the applicable Study Agreement, upon completion or termination of the Study, (i) all original case report forms shall be submitted to Sponsor and (ii) Sponsor or its agent or the Institution will prepare a complete summary of the results of the Study (the "Final Report"). During the course of the Study and following the completion or termination thereof, the Institution will promptly reply to any questions regarding the summary of results, case report forms, or any other matter relating to the Study.

(c) The Institution and/or the Principal Investigator shall furnish Sponsor with a copy of a manuscript of the paper, abstract or other materials regarding or otherwise referencing any

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Study data or results for any proposed publication or presentation no later than forty-five (45) days prior to the submission of such proposed publication or presentation to a journal, editor, or other third party for the purpose of review and comment. Sponsor, at its option, may be cited as the sponsor on any publication or presentation resulting from the Study. Sponsor shall have the right to request modifications of any proposed publication or presentation if such proposed publication or presentation would jeopardize a patent application, patent, trade secret, or other proprietary right or information relating to this Agreement. If Sponsor believes that any proposed publication contains any information relating to patentable items, the disclosure of such proposed publication to any third party may be delayed by Sponsor for up to an additional sixty (60) to permit the filing of appropriate patent applications. Notwithstanding the foregoing, neither the Institution nor the Principal Investigator shall include Confidential Information, as defined in Section 3(b)(i), in any publication or presentation.

(d) Notwithstanding anything herein to the contrary, the Institution and the Principal Investigator acknowledge and agree that for multicenter studies the Study data and results will be pooled and analyzed as stipulated in the Protocol and no presentations or publications of Study data or results will be done individually by the Institution or the Principal Investigator; provided, however, that if a multicenter publication is not submitted for publication within twelve (12) months (i) after conclusion (at all sites) of any Study, (ii) Sponsor confirms that there will be no multicenter Study publication or (iii) earlier with the advance written consent of the Sponsor, the Institution and/or the Principal Investigator may publish the individual results of such Study from the Institution's site after review by Sponsor in accordance with Section 4(c) hereof.

5. Publicity and Promotional Activities

(a) Notwithstanding anything herein to the contrary, neither the Institution nor the Principal Investigator shall issue a press release or other public statement that references any Study or its results, or that uses Sponsor's names or trademarks, without the express written consent of Sponsor.

(b) Except to the extent needed to comply with Section 5(c) herein, no party hereto shall use any other party's or its affiliate's names or trademarks for publicity or advertising purposes, except with the prior written consent of such other party or parties, as the case may be; provided, however, that Sponsor may (i) identify the Institution as a participating clinical site and the Principal Investigator as an investigator in a Study and (ii) use, refer to and disseminate reprints of scientific, medical and other published articles which disclose the name of Institution consistent with U.S. copyright laws, provided such use does not constitute an endorsement of any commercial product or service by the Institution, and Institution may acknowledge Sponsor's funding of the study, amount of funding and names of Institution staff as required by Institution's sponsored research reporting requirements.

(c) To facilitate publication of Institution's data resulting from the Study after publication of the pooled data from the multicenter Study, the Sponsor warrants that it has registered the Study (les) on www.clinicaltrials.gov as suggested by the International Committee of Medical Journal Editors.

6. Materials Transfer

During the course of a Study, Sponsor may transfer to the Institution compounds, drugs, samples, reagents, devices, and related materials (collectively, "Materials"). Such transfer will be subject to the following conditions:

(i) The Materials shall be used by the Institution and the Principal Investigator solely
for purposes of such Study and only as specified in the applicable Protocol and this Agreement.

(ii) The Institution will not chemically modify the Materials.

(iii) The Institution accepts the Materials with the understanding that their hazardous and toxicological properties have not been completely investigated and therefore are not fully understood. The Institution will handle the Materials accordingly and will inform Sponsor in writing of any life threatening or adverse reactions or effects experienced by persons administered or handling the Materials. In addition, the Institution will promptly inform Sponsor of any test or Study results which suggest: (1) a significant risk for humans, (2) mutagenicity, (3) teratogenicity or (4) carcinogenicity.

(iv) In handling the Materials, the Institution will comply with all applicable national and local laws and regulations including those governing disposal of hazardous substances.

7. Patent Rights

(a) The Institution shall promptly disclose only to Sponsor a full written description of any new invention or discovery resulting from the performance of this Agreement. "New Invention or Discovery" shall mean any invention or Discovery conceived and reduced to practice during and as a part of any Study by the Principal Investigator or any faculty, staff, employees, students or agents of the Institution or the Principal Investigator, or jointly by such an individual or individuals with one or more employees or consultants of Sponsor.

(b) New Inventions or Discoveries made solely by the Principal Investigator or any faculty, staff, employees, or students of the Institution or the Principal Investigator shall be the sole property of the Institution. New inventions or discoveries made jointly by the Principal Investigator or any faculty, staff, employees, students of the Institution or the Principal Investigator with one or more employees or consultants of Sponsor shall be owned jointly by the Institution and Sponsor. New Inventions or Discoveries made solely by employees or consultants of Sponsor shall be the sole property of Sponsor. The Institution hereby grants to Sponsor a non-exclusive, non-transferable, royalty-free license to practice any such New Invention or Discovery and under any patents or patent applications which Institution may file for any such invention and agrees to take all additional actions reasonably necessary to perfect Sponsor’s interest in any New Inventions or Discoveries. Sponsor shall advise Institution in writing, no later than sixty (60) days after receipt of such disclosure, whether it requests Institution to file and prosecute patent applications related to such New Inventions or Discoveries. If Sponsor does not request Institution to file and prosecute such patent applications, Institution may proceed with such preparation and prosecution at its own cost and expense; but such patent applications shall be excluded from Sponsor’s option under Section 7(c) hereof. Institution shall control the preparation and prosecution of all patent applications and the maintenance of all patents related to New Inventions and Discoveries that are deemed by operation of law to be the sole property of the Institution. With regard to any patent applications filed at the request and expense of Sponsor, Institution will consult with Sponsor on patent prosecution. Sponsor shall reimburse Institution for the reasonable and customary documented expenses incurred in connection with the filing and prosecution of the patent applications and maintenance of the patents that Sponsor has requested Institution to prosecute under Section 7(b) hereof.

(c) The Institution or its designated patent agent, consistent with the Institution’s patent policy, will offer Sponsor the first opportunity to enter into an exclusive worldwide (or such lesser territory as Sponsor shall request) royalty-bearing license agreement to practice any such New Invention or Discovery, by exercise of the option provided for below. All remaining terms of the
license, including payment to the Institution of a reasonable royalty, shall be established in good faith negotiation by the parties. Sponsor shall have sixty (60) days after actual receipt of the disclosure referenced in Section 7(a) hereof to exercise the option to obtain the license identified above with respect to the identified new invention or discovery by written notification to the Institution. Failure by Sponsor to timely notify the Institution shall be deemed a waiver of Sponsor's option but only with respect to the identified new invention or discovery and not to other new inventions or discoveries subject to this Agreement.

(d) Any license granted to Sponsor pursuant to Section 7 hereof shall be subject to Institution's right to use and permit other non-profit organizations to use New Inventions or Discoveries for educational and research purposes and, if applicable, to the rights of the United States government reserved under Public Laws 96-517, 97-256 and 98-620, codified at 35 U.S.C. 200-212, and any regulations issued thereunder.

8. Term and Termination

(a) This Agreement shall become effective as of the Effective Date and, unless earlier terminated in accordance with this Section, shall continue in force for a period of sixty (60) months from the Effective Date.

(b) Any Study Agreement may be terminated on prior written notice if any of the following conditions occur:

(i) by either party, if authorization and approval to perform the Study in the United States is withdrawn by the U.S. Food and Drug Administration (the "FDA"); or

(ii) by Sponsor, if animal, human and/or toxicological test results, in the opinion of Sponsor, support termination of the Study; or

(iii) by Sponsor, if the emergence of any adverse reaction or side effect with the Study drug administered in the Study is of such magnitude or incidence, in the opinion of Sponsor, to support termination; or

(iv) by Sponsor, if during the course of this Agreement, the Institution or any employee, agent or representative of the Institution performing services hereunder is debarred or receives notice of any action or threat with respect to its debarment under the provisions of the Act; or

(v) by Sponsor, if during the course of this Agreement the Sponsor determines in its opinion that the Study is not worth pursuing in view of Sponsor's corporate objectives; or

(vi) by either party upon a default in performance of the other party, which default has not been cured within thirty (30) days from receipt of notice of such default from such party.

(c) Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other.

(d) Upon receipt of notice of termination from Sponsor, the Institution and the Principal Investigator shall immediately cease enrolling patients in the applicable Study (ies) and, to the extent medically permissible, cease administering the Study drugs and conducting procedures on patients already enrolled in the Study (ies). The Institution and the Principal Investigator shall use
all reasonable efforts upon the request of Sponsor, to prepare case report forms for all patients who have been enrolled in any terminated Study.

(e) In the event of a termination of this Agreement or of any Study Agreement prior to the completion thereof, the Institution hereby covenants and agrees, at Sponsor’s request, to promptly assign to Sponsor (or its designee) any subcontracts or other arrangements which the Institution may have entered into in connection with the Institution’s performance of services hereunder and to cooperate with Sponsor in good faith to facilitate the transition of such subcontracts or arrangements, and the services to be performed thereunder, to Sponsor (or its designee). In addition, the Institution hereby covenants that it will use commercially reasonable efforts to include appropriate provision in any such subcontract or arrangement permitting the Institution to make such an assignment without obtaining the consent of the other party or parties thereto.

(f) Upon termination of any Study Agreement and/or this Agreement, Sponsor’s sole obligation shall be to pay the Institution a pro-rated amount for actual work performed pursuant to each Study up to such date of termination. The Institution shall refund to Sponsor, within thirty (30) days after termination of any Study Agreement and/or this Agreement, any funds already paid by Sponsor to the Institution which amounts are in excess of amounts due to the Institution under this Section and the applicable Study Agreement.

(g) Termination of any Study Agreement and/or this Agreement shall not affect any rights or remedies of any party hereto at law or in equity.

9. Scientific Communications

All medical and scientific communications directed to the Institution whether or not containing Confidential Information shall be addressed to the Principal Investigator for each Study at the address set forth in the Study Agreement. All medical and scientific communications directed to Sponsor shall be addressed to such parties at the addresses set forth in this Agreement and to the individual designated in the Study Agreement.

10. Indemnification and Insurance

(a) Sponsor shall defend, indemnify and hold harmless the Institution, each Principal Investigator, the Institutional Review Board for the Institution and their respective directors, employees and agents (collectively, unless otherwise specified herein, the “Indemnitees”) from damages finally paid in settlement in respect of liability and losses, (including reasonable attorneys' fees) they suffer as a result of third party claims, demands, costs or judgments against them arising out of the activities properly carried out pursuant to the Protocol (“Losses”), except to the extent such Losses arise from:

(i) a failure by any Indemnitee to adhere to the terms of the Protocol and this Agreement; or

(ii) negligence, recklessness or willful misconduct on the part of any Indemnitee; or

(iii) a breach of any applicable law or regulation by any Indemnitee.

(b) Institution agrees to assume all responsibility and liability for Losses to the extent arising from:
(i) a failure by any Indemnitee to adhere to the terms of the Protocol or this agreement; or

(ii) negligence, recklessness or willful misconduct on the part of any Indemnitee; or

(iii) a violation of any law or regulation by any Indemnitee.

(c) The Institution shall maintain appropriate insurance coverage for conducting clinical and investigational studies such as those contemplated by this Agreement with coverage amounts of at least $1,000,000 per incident and $2,000,000 in the aggregate, and shall provide Sponsor with a certificate of insurance evidencing such coverage at the request of Sponsor. Sponsor agrees to maintain in effect general liability insurance for the duration of the Study in amounts sufficient to meet its liability obligations under this Agreement and in connection with conducting the Study including broad form and contractual liability and product liability, in a minimum amount of $3,000,000 combined single limit per occurrence and in the aggregate with respect to personal injury, bodily injury and property damage. Sponsor will provide Institution with a certificate of insurance evidencing such coverage at the request of Institution.

(d) Sponsor shall reimburse Institution for the cost of providing necessary medical treatment to a Study subject for any injuries directly resulting from a Study subject taking the Study drug or from study procedures, unless Institution's negligence or misconduct causes the injury.

11. Debarment Certification

(a) The Institution hereby certifies that it has not been debarred under the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335a (a) and (b). In the event that during the term of this Agreement, the Institution (i) becomes debarred, or (ii) receives notice of an action or threat of an action with respect to its debarment, the Institution shall notify Sponsor immediately.

(b) In the event that the Institution becomes debarred, this Agreement shall automatically terminate, without any further action or notice by any party hereto. In the event that Sponsor receives notice from the Institution or otherwise becomes aware that a debarment action has been brought against the Institution or that the Institution is threatened with a debarment action as set forth in Section 11(a)(ii) hereof, then Sponsor shall have the right to terminate this Agreement immediately.

(c) The Institution hereby certifies that it has not and will not use in any capacity the services of any individual, corporation, partnership or association which has been debarred under 21 U.S.C. § 335a (a) or (b). In the event that the Institution becomes aware of the debarment or threatened debarment of any individual, corporation, partnership or association providing services to the Institution which directly or indirectly relate to activities under this Agreement the Institution shall notify Sponsor immediately. Upon the receipt of such notice by Sponsor or if Sponsor otherwise becomes aware of such debarment or threatened debarment Sponsor shall have the right to terminate this Agreement immediately.

12. Representations

The Institution represents that it is not now under any agreement to provide services which could conflict with its obligations hereunder, and the Institution agrees not to enter into any conflicting agreements during the term of this Agreement.
13. Inspections and Record Retention

(a) Authorized representatives of Sponsor shall have the right during the term of this Agreement with advanced notice to Institution to inspect at reasonable times the progress of the Study, all sites and facilities at which the Study is being performed and all information and results derived from or relating to it. Sponsor will notify the Institution of the date and time prior to any such inspection. The Institution will promptly notify Sponsor by telephone and subsequently in written form, of any material changes that occur at any time during the Study, including but not limited to changes in personnel involved in the Study.

(b) All documentation from each Study (including case report forms, source documents and clinical information generated as a result of the Study) will be promptly and fully disclosed to Sponsor by the Institution upon request as set forth in the applicable Protocol, and also shall be made available at the Institution's site upon request for inspection, copying, review and audit at reasonable times by representatives of Sponsor and the FDA or other regulatory agencies. The Institution will promptly notify Sponsor of any proposed regulatory inspection relating to the Study, permit representatives of Sponsor to be present during the inspection and promptly provide Sponsor with a copy of any report issued after the inspection. The Institution agrees to take any reasonable steps requested by Sponsor as a result of a regulatory audit to cure any deficiencies in the case report forms or other documentation from the Study. Documentation from each Study, as further delineated in this Section 12 and in the applicable Protocol, shall be retained by the Institution in accordance with applicable laws and regulations relating to clinical trial records.

14. Compliance with Laws

The Institution and the Principal Investigator shall conduct each Study in accordance with good clinical practices and all other rules and regulations promulgated by the FDA, and all other applicable federal, state and local laws, rules and regulations.

15. Assignment

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Notwithstanding the foregoing, neither this Agreement nor any Study Agreement nor any right or obligation hereunder shall be assignable by either party without the prior written consent of the other party, and any purported assignment without such consent shall be void, however that Sponsor may assign this Agreement (a) to an affiliated company or (b) in connection with the merger, consolidation, license or sale of all or substantially all of its assets or any portion of its business to which this Agreement relates.

16. Independent Contractors

For purposes of this Agreement, the Institution, the Principal Investigator, their employees and other individuals assigned by them to perform services hereunder ("Staff Members") shall not be deemed agents, servants, partners, joint venturers or employees of Sponsor. Thus, they do not have the authority to take action on Sponsor's behalf or to bind Sponsor without its prior written consent. The Institution, the Principal Investigator and Staff Members are acting in the capacity of independent contractors of Sponsor. Sponsor shall not be responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes to the Institution. The Institution and/or the Principal Investigator are responsible to provide any and all compensation, benefits and/or insurance to Staff Members. It is also understood and expressly acknowledged that the Institution, the Principal Investigator and Staff Members are not eligible to participate in, nor are they eligible for coverage under, any benefit plans' programs' employment policies, procedures or workers' compensation insurance provided by Sponsor. The Institution agrees to defend,
indemnify and hold Sponsor harmless from any and all claims made by any entity on account of an alleged failure by the Institution to satisfy any such tax or withholding or similar statutory or contractual obligations.

17. **No Waiver**

Any party's failure to require any other party to comply with any provision of this Agreement or any Study Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement or any Study Agreement.

18. **Notices**

All notices required or permitted under this Agreement or any Study Agreement shall be in writing and shall be either (i) delivered personally; (ii) given by prepaid telegram or mailed, certified mail return receipt requested; or (iii) sent by a nationally-recognized overnight courier service guaranteeing next-day delivery, to such party's address as set forth below. Notices given hereunder shall be deemed effective upon receipt thereof.

If to the Institution:

University of Pennsylvania  
Office of Research Services  
P-221 Franklin Building  
3451 Walnut Street  
Philadelphia, PA 19104-6205  
Attention: Executive Director  
FAX: 215-573-8416

If to the Principal Investigator:

To the address set forth in each Study Agreement

If to Sponsor:

By Mail:  
Gilead Sciences, Inc  
4611 University Drive  
Durham, NC 27707  
Attn: Director, Clinical Studies

With a copy to:

Gilead Sciences  
4611 University Drive  
Durham, NC 27707  
Attn: Terry Johnson

With a copy to:

Gilead Sciences, Inc.  
333 Lakeside Drive  
Foster City, California 94404  
Attn: General Counsel

19. **Entire Agreement**

This Agreement, together with each Study Agreement and any other exhibit hereto represent the entire understanding of the parties with respect to the subject matter hereof. Any modification, amendment or supplement to this Agreement or any Study Agreement shall be in a
writing signed by an authorized representative of each party hereto or thereto. In the event that any purchase orders (or any acknowledgment forms, invoices or any other related forms) are issued during the course of this Agreement to document any deliverables, expenses, services, or other items, such forms shall be governed by the terms of this Agreement and none of the terms or conditions of such forms shall be applicable, except those specifying quantity, delivery locations and delivery schedule and invoice information.

20. **Survival of Provisions**

Sections 3, 4, 5, 6, 7, 8, 10, and 13 hereof shall survive performance, termination or expiration of this Agreement or any Study Agreement for any reason, except for services performed or remaining unperformed at the time of termination.

21. **Severability**

In case any one of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

22. **Governing Law**

This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws provisions.

23. **Headings**

Any headings and captions contained in this Agreement are inserted for convenience only and shall not constitute a part thereof.

24. **Counterparts**

This Agreement and each Study Agreement, and any amendment or supplement hereto or thereto, may be executed in any number of counterparts and any party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original. The execution of any such amendment or supplement by any party will not become effective until counterparts have been executed by all the parties hereto or thereto.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SPONSOR:

GILEAD SCIENCES, INC.

By: ____________________________

Frank Rousseau
Vice President, Clinical Research and Durham Site Head

Date: 5-08-06

INSTITUTION:

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA

By: Edward P. Pietras

Name:__________________________

Title:__________________________

Date: 27-Apr-06

[Signature Page to Master Clinical Trial Agreement]
Exhibit A

STUDY AGREEMENT

No.

This Study Agreement (this "Study Agreement") is entered into as of ____________, 20__ (the "Effective Date"), by and among (i) The Trustees of the University of Pennsylvania, located at Office of Research Services, P221 Franklin Building, 3451 Walnut Street, Philadelphia, Pennsylvania 19104-6205 (the "Institution"), and (ii) Gilead Sciences, Inc., a Delaware corporation, with its principal office and place of business at 333 Lakeside Drive, Foster City, California 94404 ("Sponsor"). This Study Agreement sets forth the terms and conditions upon which the Institution will participate in a clinical trial (the "Study") being conducted pursuant to the protocol entitled "__________" (the "Protocol").

This Study Agreement is an exhibit to, and incorporates herein by reference all the terms and conditions of, the Master Clinical Trial Agreement by and among the parties hereto dated as of ____________ (the "Master Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

The Principal Investigator, Dr. ____________, has agreed to execute the certification attached hereto as Appendix A and incorporated by reference herein. True copies of the Protocol and the Study Budget are attached hereto as Appendix B and Appendix C, respectively, and each is incorporated by reference herein.

NOW THEREFORE, in consideration of the premises and of the following mutual promises, covenants and conditions and any sums to be paid hereunder, the parties hereto agree as follows:

1. Principal Investigator. The name, address and contact information for the Principal Investigator and any co-investigator(s) for the Study are as follows:

   Contact:
   Direct Dial:
   Telexcopy:

   [Address]

   The Principal Investigator shall execute the Principal Investigator's Certification attached hereto as Appendix A and deliver it to a representative of Sponsor upon execution of this Study Agreement.

2. Sponsor Contacts. All medical and scientific communications directed to Sponsor in connection with the Study shall be addressed to the individuals designated below for Sponsor:

   Contact:
   Direct Dial:
   Telexcopy:
3. **Enrollment and Payment**

(a) It is anticipated that the Study will commence on or about ________ and that the Study will be completed on or about ________.

(b) This Study Agreement shall become effective as of the Effective Date and, unless earlier terminated in accordance with the terms of the Master Agreement, shall continue in force until each Final Report required pursuant to this Study Agreement is delivered to and accepted in writing by Sponsor.

(c) It is agreed that the Study will involve the enrollment of a maximum of ________ "Evaluable Subjects" (as defined below) unless Sponsor shall request, in writing, that (i) additional Evaluable Subjects (the "Additional Subjects" and, together with the Evaluable Subjects, the "Subjects") be enrolled in the Study and/or (ii) the maximum number of Evaluable Subjects be reduced (to a number which is not less than the Subjects enrolled by the Institution in an ongoing Study at the time of such request). For purposes of this Study Agreement, an "Evaluable Subject" means a properly enrolled subject who completes the Study as prescribed in the Protocol and, as a result of adherence to the Protocol and the completeness and accuracy of the data collected on the subject's case report form, can be included in the cases from which the safety and efficacy of the Study Drug will be assessed. In no event shall Gilead Sciences, Inc. be obligated to pay any sums for tests performed on Subjects who do not meet all Protocol eligibility criteria or for Additional Subjects who are enrolled in the Study without Gilead Sciences, Inc.'s prior written approval.

(d) During the term of the Study, Sponsor agrees to pay Institution an amount in accordance with the budget attached as Appendix C. Payments will be made by Sponsor to the Institution as set forth in Appendix C.

(e) Payments will be made by check payable to "The Trustees of the University of Pennsylvania", and sent with reference to the Study Protocol and number in care of:

Office of Research Services  
University of Pennsylvania  
P-221 Franklin Building  
3451 Walnut Street  
Philadelphia, PA 19104-6205  
ATTENTION: EXECUTIVE DIRECTOR

Institution Tax Identification Number: 23-1352685

(f) Payment as set forth in this Section 3 shall constitute full and complete payment for participation in the Study by the Institution and the Principal Investigator, including but not limited to overhead and out-of-pocket expenses. Sponsor shall have no other payment obligations hereunder.
4. Miscellaneous

All of the terms and conditions contained in the Master Agreement remain in effect and shall apply to the work conducted pursuant to this Study Agreement. Please indicate your agreement by executing and dating below. This Study Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Study Agreement to be executed by their duly authorized representatives as of the Effective Date.

SPONSOR:

GILEAD SCIENCES, INC.

By:______________________________

Name:____________________________

Title:____________________________

Date:____________________________

INSTITUTION:

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA

By:______________________________

Name:____________________________

Title:____________________________

Date:____________________________

Acknowledged and agreed to by Principal Investigator(s)

By:______________________________

Name:____________________________

[Signature Page to Study Agreement]
APPENDIX A
PRINCIPAL INVESTIGATOR'S CERTIFICATION

I acknowledge that I have read the Study Agreement to which this certification is attached, and I agree to and will comply with all its terms as an employee of the Institution.

I represent that my entering into this Study Agreement shall not conflict with or be a breach of any other agreement to which I am a party or am bound.

I certify that I have not been delisted by the United States Food and Drug Administration or otherwise disqualified from serving as a Principal Investigator.

I certify that I have not been debarred under the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335a (a) and (b). In the event that I (i) become debarred, or (ii) receive notice of an action or threat of an action with respect to my debarment during the term of this Study Agreement, I agree to notify Sponsor and the Institution immediately. I also agree that in the event that I become debarred. I shall immediately cease all activities relating to this Study Agreement.

I understand that in the event Sponsor receives notice or otherwise become aware that (i) I have been debarred or delisted, (ii) a debarment or delisting action has been brought against me, or (iii) I have been threatened with a debarment or delisting action, Sponsor shall have the right, at its sole discretion, to terminate this Study Agreement immediately or agree with the Institution to a substitute Principal Investigator who will assume full responsibility and perform all the remaining activities under this Study Agreement.

I understand that the U.S. Food & Drug Administration has adopted regulations requiring disclosure of the personal financial interests of each clinical investigator (including subinvestigators) that might affect the outcome of a clinical study. I understand that if, at any time during a clinical study and for one year following its completion, I, my immediate family or any subinvestigator (i) receives significant compensation 'of other sorts' from the study sponsor (totaling more than US$25,000), or (ii) enters into a financial arrangement which is contingent on the outcome of the study, or (iii) has a proprietary interest in the study drug(s), or (iv) owns a significant equity interest in the study sponsor (greater than US$50,000 in value), the FDA may reject data from the study or undertake a formal audit of the study results. I therefore covenant and agree that:

- I will complete the Clinical Investigator Financial Disclosure Form, in the form attached hereto as Schedule I and return it to Sponsor; and

- I will use my best efforts to obtain from each subinvestigator who is directly involved in the treatment or evaluation of study subjects at any time during any Sponsor-sponsored study, a completed Clinical Investigator Financial Disclosure Form, in the form attached hereto, and return it to Sponsor; and

- I will use my best efforts to assist Sponsor during and after the term of each Sponsor-sponsored study to obtain the financial information required to be disclosed to the FDA pursuant to 21 CFR part 54.

I understand that, as an investigator for a Sponsor-sponsored study, I will have access to confidential information of Sponsor and I am aware that it is a violation of the U.S. securities laws for a person who has material non-public information about a company to purchase or sell securities of such company.
APPENDIX C

STUDY BUDGET