

GREATER PLAINS COLLABORATIVE EXTERNAL INSTITUTION COLLABORATOR AGREEMENT

This Greater Plains Collaborative External Institution Collaborator Agreement (the “Agreement”), effective as of the 24 day of March, 2023 (the “Effective Date”), is entered into by Salt Lake City VA Health Care System / US Department of Veterans Affairs (“External Institution”) and The Curators of the University of Missouri, on behalf of the University of Missouri – Columbia School of Medicine, as GPC Administrative Site (as defined below)(“GPC Administrative Site”) and on behalf of the following entities (individually a “GPC party” and collectively the “GPC Parties”):

- i. University of Kansas, an agency of the State of Kansas, on behalf of its University of Kansas Medical Center, whose principal office is at 3901 Rainbow Boulevard, Mail Stop 2013, Kansas City, KS 66160;
- ii. Marshfield Clinic Research Institute, a division of Marshfield Clinic, whose principal office is at 1000 North Oak Avenue, Marshfield, WI 54449;
- iii. The Medical College of Wisconsin, Inc., a Wisconsin corporation whose principal office is at 8701 Watertown Plank Road, Milwaukee, WI 53226;
- iv. University of Iowa, whose principal office is at Division of Sponsored Programs, 2 Gilmore Hall, Iowa City, IA 52242;
- v. Board of Regents of the University of Nebraska, d/b/a the University of Nebraska Medical Center, an agency of the State of Nebraska whose principal office is at 987835 Nebraska Medical Center, Omaha, NE 68198-7835;
- vi. University of Texas Health Science Center at Houston, an institution of the University of Texas System and agency of the State of Texas, whose principal office is at 7000 Fannin Street, UCT 1006, Houston, Texas 77030-5401;
- vii. University of Texas Health Science Center at San Antonio, an institution of the University of Texas System and agency of the State of Texas, whose principal office is at 7703 Floyd Curl Drive, MSC 7828, San Antonio, TX 78229-3900;
- viii. University of Texas Southwestern Medical Center, an institution of the University of Texas System and agency of the State of Texas, whose principal office is at 5323 Harry Hines Boulevard, Dallas, TX 75390-9141;

- ix. The Curators of the University of Missouri, on behalf of the University of Missouri – Columbia School of Medicine, whose principal office is at One Hospital Drive, Columbia, MO 65212;
- x. University of Utah, whose principal office is at 75 South 2000 East, Salt Lake City, UT. 84112-8930;
- xi. Allina Health System, whose principal office is at 2925 Chicago Avenue, Minneapolis, MN 55407; and
- xii. IHC Health Services, Inc., whose principal office is at 36 South State Street, Suite 1600, Salt Lake City, UT 84111.
- xiii. The Washington University, whose principal office is at One Brookings Drive, CB 1054, St. Louis, MO 63130

RECITALS

WHEREAS, The GPC Parties desire to continue to lead the way in biomedical informatics data sharing and network infrastructure through the continuation of the Greater Plains Collaborative (“GPC”) and the sharing of biomedical data with appropriate privacy and security protections to facilitate information sharing, strengthen outreach and research capabilities, facilitate translational research and enable the deployment of increasingly sophisticated techniques to optimize care, and have executed a cooperative medical informatics data sharing and network infrastructure agreement to that end (“GPC Data Sharing Agreement”); and

WHEREAS, External Institution desires to enter into this Agreement so that its Affiliate Investigators may have access to GPC Data for Patient Count Queries, Feasibility Queries, and Proposed Research Projects under the obligations set forth below.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained, and on the terms and subject to the conditions herein set forth, the External Institution and the GPC Parties hereby covenant and agree as follows:

ARTICLE I. DEFINITIONS AND KEY TERMS

In addition to the defined terms that appear throughout the Agreement, the following terms, when capitalized, have the following meanings:

1.01 Affiliate Investigator: The term “Affiliate Investigator” means a researcher who is authorized by and affiliated with the External Institution to submit Patient Count Queries, Feasibility Queries, and Proposed Research Projects.

1.02 Aggregate Response. The term “Aggregate Response” means the compiled

information (in the form of either De-Identified Information or a Limited Data Set) of all the accepting GPC Parties which is disclosed to the Affiliate Investigator.

1.03 Agreement. The term “Agreement” means this Greater Plains Collaborative External Institution Collaborator Agreement, as amended from time to time.

1.04 Data Request Oversight Committee (DROC). The term “Data Request Oversight Committee” or “DROC” means the GPC Committee charged with reviewing and approving Proposed Feasibility Queries and Proposed Research Projects.

1.05 De-identified Information. The term “De-identified Information” means information that has been de-identified in accordance with the requirements for de-identification of Protected Health Information under 45 CFR §164.514(b).

1.06 Feasibility Query. The term “Feasibility Query” means a query, submitted to the DROC pursuant to Section 2.04 below, for preliminary De-identified Information from one or more GPC Parties which is necessary for an Affiliate Investigator to generate a hypothesis and/or determine if a Proposed Research Project is feasible within the GPC, which may include not only patient counts but also other descriptive statistics, lab results, etc.

1.07 GPC Administrative Site. The term “GPC Administrative Site” means the site which is responsible for the administrative duties associated with the GPC. The GPC Administrative Site is currently the Curators of the University of Missouri, on behalf of the University of Missouri – Columbia School of Medicine. Any Changes to the GPC Administrative Site will be posted on the GPC website.

1.08 GPC Data. The term “GPC Data” means any data within each GPC Parties’ Research Repository which may, as contemplated by this Agreement, be provided or is provided to an External Institution or Affiliate Investigator in response to a Patient Count Query, Feasibility Query, and/or Research Project.

1.09 Honest Broker. The term “Honest Broker” means an individual identified and authorized by a GPC Party to conduct queries on behalf of an Affiliate Investigator for approved Feasibility Queries and approved Research Projects, and to extract Information (in the form of either De-Identified Information or a Limited Data Set) from each GPC Party’s Research Repository.

1.10 GPC Governing Council. The GPC will have a “GPC Governing Council” comprised of representatives of each GPC Party, which oversees the infrastructure and software development of Research Repositories and authorizes the GPC Honest Broker to create Aggregate Responses.

1.11 GPC Honest Broker. The term GPC Honest Broker means an individual identified and authorized by the GPC Governing Council to create the Aggregate Response to provide to an Affiliate Investigator.

1.12 Individual. The term “Individual” has the same meaning as the term “individual”

in 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.13 Limited Data Set. The term “Limited Data Set” has the same meaning as the term “limited data set” in 45 CFR §164.514(e).

1.14 Patient Count Query. The term “Patient Count Query” means a direct query of the Research Repositories of one or more GPC Parties for De-identified Information in the form of patient counts necessary for an Affiliate Investigator to generate a hypothesis and/or determine if a Proposed Research Project is feasible within the GPC.

1.15 Privacy Rule. The term “Privacy Rule” means the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended from time to time.

1.16 Protected Health Information (PHI). The term “Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 CFR § 160.103.

1.17 Research Project. The term “Research Project” means a research protocol which contemplates the use of an Aggregate Response.

1.18 Research Repository. The term “Research Repository” means a database containing information maintained by each GPC Party that utilizes and supports the software used to conduct Patient Count Queries, Feasibility Queries, and create Aggregate Responses.

1.19 Security Rule. The term “Security Rule” means the Standards for Security of Individually Identifiable Information at 45 CFR Parts 160, 162 and 164.

ARTICLE II.

SYSTEM ACCESS SCOPE AND HANDLING REQUESTS FOR INFORMATION

2.01 Scope of Agreement. The following Proposed Research Projects and/or information are beyond the scope of this Agreement:

(a) Any request for the use or disclosure of information which does not constitute either a fully de-identified data set as defined by 164.514(b), or a limited data set as defined by 45 CFR 164.514(e). Any such requests must be directly proposed to, and approved and contracted for by, each GPC Party individually and must be approved by such GPC Party’s institutional review board in accordance with its policies and procedures.

(b) Any Proposal requesting the use or disclosure of information which consists of alcohol and drug abuse patient records, or data derived from such records, that are maintained in connection with the performance of any federally assisted alcohol and drug abuse program which are protected from disclosure by 42 C.F.R. Part 2, psychotherapy notes as defined by 45 C.F.R. § 164.501, or where otherwise protected by state or Federal law.

2.02 Data Request. The Affiliate Investigator will complete and submit the required form/agreements to the GPC Administrative Site as specified in Sections 2.04, 2.05, and 2.06.

2.03 External Institution Requirements. The External Institution will verify that the Affiliate Investigator is authorized to submit Patient Count Queries, Feasibility Queries, and Proposed Research Projects and has completed any and all human subjects research training, and/or received IRB approval, as may be necessary for the Patient Count Query, Proposed Feasibility Query or Proposed Research Project. The External Institution will provide, or will require the Affiliate Investigator to provide, proof of such qualification, training and IRB approval to the GPC, and the Proposed Research Projects will be archived in accordance with, processes to be outlined in standard operating procedures approved by the GPC Governing Council. The External Institution will notify the GPC Administrative Site in writing immediately if an Affiliate Investigator is no longer authorized to submit Patient Count Queries, Feasibility Queries, and Proposed Research Projects.

(a) Compliance with Applicable Laws. In performance of this Agreement, the External Institution will comply and will ensure that its Affiliate Investigators comply with all applicable laws, rules and regulations, including the Privacy Rule and Security Rule. The External Institution and its Affiliate Investigators agree to use appropriate physical, technical, and administrative safeguards to prevent use or disclosure of the GPC Data other than as provided for by this Agreement.

(b) Reporting; Breach. The External Institution agrees to report, within five (5) calendar days of discovery, any use or disclosure of GPC Data not provided for by this Agreement and any corresponding Data Transfer and Use Agreement using the form attached as Exhibit C, of which it becomes aware, to the Privacy Officer of the GPC Administrative Site. The External Institution agrees to cooperate in the handling and mitigation of any unauthorized use, disclosure or breach of GPC Data in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and their implementing regulations, and any other with applicable laws.

(c) Agents; Subcontractors. The External Institution may not provide any GPC Data to any agent or subcontractor. Any agent or subcontractor, or the employer of such agent or subcontractor if the agent or subcontractor is an individual, must enter into the appropriate agreement with the GPC Parties.

2.04 Feasibility Queries.

(a) The Affiliate Investigator will submit to the GPC Administrative Site a fully-executed GPC System Access Agreement, a template of which is attached as Exhibit B, which will prohibit the downloading, printing, or retaining of the Aggregate Response obtained as a result of the Feasibility Query, prohibit use of the Aggregate Response for any purpose other than determining the feasibility of a potential Research Project, and require the conduct of the cohort identification in a responsible manner and in compliance with applicable laws.

(b) Upon the GPC Administrative Site’s receipt and processing of the GPC

System Access Agreement, the Affiliate Investigator may submit a Proposed Feasibility Query, via a request management system to the DROC for review. The Proposed Feasibility Query will include a list of requested GPC Parties. DROC representatives will first review the Proposed Feasibility Query for alignment with the goals of, and suitability for, the GPC generally. If the Feasibility Query is approved, then each GPC Party (following its own internal approval process) will determine if it wishes to accept the request. GPC Parties may only Accept Feasibility Queries which are Approved by the DROC. Any GPC Party may refuse to Accept any Feasibility Query in which it does not want to participate.

(c) Upon completion of the review process described in the previous paragraph, the Honest Broker for each accepting GPC Party will query its Research Repository and submit the requested information (in the form of De-Identified Information) to the designated GPC Honest Broker. The GPC Honest Broker will create the Aggregate Response for use in accordance with the GPC System Access Agreement. The Aggregate Response will be stored on GPC Hosted Services and will be available on a REDCap database with attached files for retrieval by the Affiliate Investigator.

(d) The Affiliate Investigator will submit a valid username and password to gain access to the GPC Hosted Services hosting the Aggregate Response.

(e) To prevent inadvertent identification of patients, information for sample sizes of fewer than ten (10) patients will not be provided.

2.05 Patient Count Queries. If the GPC Parties decide to allow Affiliate Investigators of External Institutions to perform automated Patient Count Queries, the Affiliate Investigator will be required to follow GPC policies and procedures, the External Institution must agree to be responsible for its Affiliate Investigators, and the External Institution must agree to execute any supplemental agreements that may be necessary to allow automated Patient Count Queries. Each GPC Party may decline to allow such automated Patient Count Queries.

2.06 Research Projects.

(a) The Affiliate Investigator may submit a Proposed Research Project via the GPC request management system to the DROC for review. The Proposed Research Project will include, at a minimum: a list of requested GPC Parties; a detailed protocol; documentation of IRB approval and waiver, if necessary, if the protocol design so requires (IRB approval will not be required for Research Projects requesting only De-identified Information); and the identity of any other entities supporting the Research Project, whether by funding, study drug support, or otherwise and the amount of such support.

(b) The DROC will first review the Proposed Research Project for alignment with the goals of, and suitability for, the GPC generally. DROC representatives may request additional information from the Affiliate Investigator, at any time to aid in its review. If the Proposed Research Project is approved, a DROC representative from each requested GPC Party would then review it pursuant to its own internal approval process, to determine if it wishes to accept the request. GPC Parties may not Accept any Research Project which is not approved by

the DROC. Any GPC Party may refuse to Accept any Research Project in which it does not want to participate.

(c) The GPC Administrative Site will notify the Affiliate Investigator upon Approval of the Proposed Research Project and provide a list of accepting GPC Parties. If the Affiliate Investigator wishes to proceed, regardless of whether the GPC Data requested is De-identified GPC Data or a Limited Data Set, the Affiliate Investigator will be required to submit to the GPC Administrative Site an executed GPC Data Transfer and Use Agreement (see Exhibit C) prior to being permitted to access the Aggregate Response.

(d) Upon completion of the review and contracting processes described in the preceding paragraphs, and the collection of prospective data if applicable, each Honest Broker for each accepting GPC Party will query its Research Repository as directed by the Approved Research Project and submit the information in the agreed upon format to the GPC Honest Broker.

(e) The GPC Honest Broker will create the Aggregate Response for use in accordance with the Data Transfer and Use Agreement and any other agreements which may apply to the Approved Research Project. The Aggregate Response will be stored on the GPC Hosted Services and will be available on a REDCap database with attached files for retrieval by the Affiliate Investigator.

(f) The Affiliate Investigator of the Approved Research Project will submit a valid username and password to gain access to the GPC Hosted Services hosting the Aggregate Response.

(g) To prevent inadvertent identification of patients, De-Identified Information for sample sizes of fewer than ten (10) patients will not be provided to an Affiliate Investigator.

ARTICLE III. TERM AND TERMINATION

3.01 Term. This Agreement will commence on the Effective Date and will expire on 12/31/2024 (“Initial Term”). Thereafter, this Agreement will automatically renew for successive one (1) year terms (each a “Renewal Term”). The “Term” of this Agreement includes the Initial Term and all Renewal Terms.

3.02 Not for Cause Termination. The External Institution may terminate this Agreement upon sixty (60) days written notice to the GPC Administrative Site. Any GPC Party may withdraw from this Agreement upon sixty (60) days written notice to the GPC Administrative Site. The GPC Parties may terminate this Agreement upon thirty (30) days written notice after a majority vote to terminate this Agreement by the GPC Parties to this Agreement.

3.03 For Cause Termination. This Agreement may be terminated immediately upon notice to the External Institution if the External Institution or one of its Affiliate Investigators:

(a) Reidentifies or attempts to reidentify GPC Data;

- (b) Is involved in research misconduct involving GPC Data or utilizing GPC Data;
- (c) Uses GPC Data for commercial purposes without prior written approval; or
- (d) Fails to obtain IRB approval when required for a study utilizing GPC Data.

3.04 Effect of Termination. The withdrawal or termination of less than all of the GPC Parties will not be considered a termination of this Agreement and the remaining Parties will continue to operate under the terms of the Agreement, as amended. The External Institution and its Affiliate Investigators will continue to be bound by the terms of any agreement(s) governing any ongoing Approved Research Project(s) or possession of Aggregate Response(s) from a completed Patient Count Query, Feasibility Query, or Approved Research Project.

3.05 Use and Disclosure of GPC Data after Withdrawal or Termination.

(a) Unless this Agreement is terminated for cause, upon a termination of this Agreement or a GPC Party's withdrawal from this Agreement, the External Institution will return to each withdrawing or terminating Party, or if such return is not feasible destroy (and provide any documentation requested confirming such destruction), all of each withdrawing or terminating GPC Party's GPC Data residing in its electronic files other than Aggregate Responses which have already been created for Affiliate Investigators and archived prior to the date of withdrawal or termination, which may continue to be used and disclosed in accordance with the terms of this Agreement, solely for purposes of ongoing Research Projects initiated prior to the effective date of the Party's withdrawal or termination and for purposes of any regulatory or oversight requirements pertaining to such Research Projects. If this Agreement is terminated for cause, then the External Institution will immediately return or destroy any and all GPC Data to the applicable GPC Party and provide any documentation requested by the GPC Party confirming that all GPC Data has been returned or destroyed.

(b) Destruction of GPC Data as described above will be done with the use of technology or methodology that renders PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by the U.S. Department of Health and Human Services ("HHS"). If the External Institution believes that the return or destruction of the GPC Data as described above is not feasible, it will provide written notification to the relevant GPC Party of the conditions that make return or destruction infeasible. The External Institution will cause the protections of this Section 3.05 of the Agreement to be extended to the GPC Data received from the GPC Parties, and will limit further uses and disclosures of such GPC Data, for so long as the External Institution or Affiliate Investigator maintains the GPC Data.

**ARTICLE IV.
MISCELLANEOUS**

4.01 Intellectual Property Rights of External Institution or Affiliate Investigators. External Institution and its Affiliate Investigators will not have intellectual property rights

associated with the activities of the GPC and GPC Parties under this Agreement.

4.02 Additional GPC Parties. If additional GPC Parties are added to the GPC after the effective date of this Agreement, then the new GPC Party will be considered an individual “GPC Party” or, collectively along with the afore-mentioned GPC Parties, “GPC Parties”.

4.03 Disclaimer of Liability. Neither the GPC nor any GPC Party makes any warranties, expressed or implied, as to any matter whatsoever, including, without limitation, the GPC Data, condition of the research or any invention(s) or product(s), whether tangible or intangible, conceived, described or developed under this Agreement, or the ownership, merchantability, or fitness for a particular purpose of the GPC Data, research or any such invention or product. In no event will the GPC nor any GPC Party be liable for any indirect, special, consequential, incidental, punitive or non-contractual damages or lost profit or income arising out of or related to this Agreement, even if the GPC or a GPC Party has been advised of the possibility thereof. Neither the GPC nor any GPC Party will be responsible for claims, expenses, damages or liabilities arising out of the negligence or wrongful act or omission of the External Institution, its Affiliate Investigators, or their respective agents, servants or employees in connection with this Agreement.

4.04 Restrictions on Use. The External Institution will not, and will ensure that its Affiliate Investigators do not, use any GPC Data, regardless of the context or format in which the information is received, for its competitive institutional or individual advantage, including but not limited to, patient recruitment or marketing purposes. Patient recruitment purposes do not include using data for preparatory to research purposes for instance to determine whether there are sufficient numbers to conduct the study. The External Institution will not, and will ensure that its Affiliate Investigators do not, under any circumstance, sell or permit the sale of any GPC Data for any purpose.

4.05 Indemnification. The External Institution agrees to be responsible for the negligence of any of its Affiliate Investigators, and for assuring the Affiliate Investigator’s compliance with the agreement(s) governing the Affiliate Investigator’s receipt or use of GPC Data. Subject to and without waiving any immunities provided under applicable law (including constitutional provisions, statutes and case law) regarding the status, powers and authority of the External Institution, External Institution agrees to indemnify, defend, and hold each GPC Party and each GPC Party’s regents, directors, officers, employees, agents, and volunteers (“Indemnitees”) harmless with respect to any and all third-party claims, losses, damages, liabilities, judgments, or settlements incurred by any Indemnitee arising from, in connection with or resulting from any willful or negligent act or omission of the External Institution, Affiliate Investigators, or any of its or their directors, officers, employees, investigators, agents, contractors, subcontractors, or affiliates (“Indemnitors”), any breach of this Agreement by any Indemnitor, or any failure to comply with applicable laws. State institutions will not approve any Affiliate Investigator that is not covered by either liability coverage sufficient to cover any claims brought or the applicable federal or state tort claims act.

4.06 Federal agencies. Notwithstanding any provision of this Agreement to the contrary, if External Institution is a U.S. federal agency it shall not have any indemnification obligations to any of the Indemnitees listed in the prior paragraph or any third party in connection with this Agreement. No provision of this Agreement shall be construed as an indemnification requirement for any federal agency.

4.07 Binding Effect. This Agreement will inure to the benefit of, and will be binding upon, the parties hereto and their respective successors and assigns.

4.08 No Third-Party Beneficiaries. This Agreement will not confer any benefit or rights upon any person other than the parties hereto and no other third party will be entitled to enforce any obligation, responsibility or claim of any party to this Agreement.

4.09 Non-Assignment. This Agreement may not be assigned, nor any duty or obligation delegated, by any party hereto without the express written consent of all the other parties.

4.10 Modification and Amendment. This Agreement may be modified or amended only by a writing mutually authorized and executed by all of the Parties. Any amendment purporting to allow transmission of PHI other than in the form of a Limited Data Set (accompanied by a valid Data Transfer and Use Agreement) will be null and void.

4.10 Severability. If any provision of this Agreement is, or is adjudged as, unlawful or contrary to public policy, then that provision will be deemed null and void and severable from the remaining provisions of this Agreement, and in no way will affect the validity of this Agreement.

4.11 Entire Agreement. This Agreement constitutes the entire understanding among the Parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, oral or written, not expressly set forth herein that relate to the subject matter of this Agreement are of no force or effect, except for any and all existing agreements between GPC Parties.

4.12 Confidentiality. Except as otherwise permitted herein, no party hereto will disclose any privileged or confidential information obtained or learned from any other party as a result of this Agreement, except as may be required by applicable law, regulation or order of a court with jurisdiction or as set forth below.

4.13 Subpoenas and Other Compelled Disclosure. If any party or any of its agents are required in any legal or governmental proceeding, or otherwise required by law, to disclose any confidential information or GPC Data, such party will: (i) immediately notify the other parties in writing of the existence, terms and circumstances surrounding such event, and (ii) consult and cooperate with the other parties so that the other parties may seek an appropriate protective order and/or waive compliance with the confidentiality provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, such party or any of its agents are nonetheless legally required to disclose the information or else stand liable for contempt or suffer other censure or penalty, such party or its agents, as the case may be, may disclose the information to the minimum extent so required without liability hereunder.

4.14 Notices. Unless otherwise provided in this Agreement, all notices, certificates, or other communications will be sent in writing, will be deemed given at the time received, and may be sent by personal delivery, overnight express, next-day delivery service, courier, or registered or certified mail, postage prepaid, return receipt requested, addressed as outlined in Exhibit A attached hereto and incorporated herein. Any party may, by notice as provided in this Section 4.14, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

4.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be treated as an original, but all of which collectively constitutes a single agreement; facsimile and/or portable document format (PDF) to be accepted as original and legally binding.

4.16 Adoption of Agreement. Each party to this Agreement represents to the other parties to this Agreement that the person signing for such party has full authority to bind the party he/she represents and to sign on behalf of such party.

4.17 Waiver of Breach. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement will be construed to be a waiver of such breach.

4.18 Electronic Signature. The electronic signatures below constitute acceptance and agreement to the terms of this Agreement with the same validity and meaning as handwritten signatures which will be considered “in writing” and “wet signed.” External Institution will not, at a later date, repudiate the meaning of the electronic signature or claim that electronic signatures are not legally binding. A printed copy of this electronically signed Agreement will be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

GPC ADMINISTRATIVE SITE

EXTERNAL INSTITUTION

Research Contracts Manager

Title