



PROJECT AGREEMENT
Protocol No. PRINCIPLE Study
Fisher Clinical Quote# PSG-A-1020688 V. 1

This **PROJECT AGREEMENT** (this “Agreement”) is between **FISHER CLINICAL SERVICES UK LIMITED**, a University registered in England (“Fisher Clinical”), having offices at Langhurstwood Road, Horsham, West Sussex, RH12 4QD, UK and The Chancellor, Masters and Scholars of the **University of Oxford**, an English university (“University”), having address at Wellington Square, Oxford, OX1 2JD United Kingdom. Fisher Clinical and University are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

Fisher Clinical is engaged in the business of providing professional clinical trial services within the pharmaceutical, biotech and research industries, and University desires to retain Fisher Clinical to provide such services for University’s benefit, in accordance with the terms and conditions of this Agreement.

The Parties hereby agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following capitalized terms shall have the meanings defined below. Any capitalized terms defined elsewhere in this Agreement shall be given equal weight and importance as though they were set forth in this Article.

1.1 “Affiliates” mean for Fisher Clinical: a corporation, University or other entity within the Thermo Fisher Scientific Inc. Clinical Trials Division. For the purpose of this Agreement, “control” means the ownership or control, whether directly or indirectly, of more than fifty percent (50%) of the outstanding shares or securities of an entity (representing the right to vote for the election of directors or other managing authority), or otherwise has the power to control, whether directly or indirectly, the management of such entity.

1.3 “Clinical Ancillary Materials” means any commercial materials that are generally available in the marketplace supplied by or on behalf of University to Fisher Clinical or sourced by Fisher Clinical on behalf of University (pursuant to separate sourcing terms or agreement), including but not limited to, medical equipment and supplies, diagnostic equipment, devices and supplies, non-medical supplies, to be used in connection with Fisher Clinical’s performance of the Services described in Exhibit A.

1.4 “Clinical Trial” means a clinical trial sponsored by the University and involving the administration of a Drug Product.

1.5 “Components” means any components or materials supplied by or on behalf of University to Fisher Clinical or sourced by Fisher Clinical on behalf of University hereunder, including but not limited to, primary and secondary packaging materials, excipients, shipping outer

packaging or labeling materials used in connection with Fisher Clinical's performance of the Services described in Exhibit A.

1.6 "Drug Product" means the drug product supplied by or on behalf of University to Fisher Clinical or sourced by Fisher Clinical on behalf of University (pursuant to separate sourcing terms or agreement) to be used in connection with Fisher Clinical's performance of the Services described in Exhibit A. Drug Product includes, but is not limited to, active drug products, active pharmaceutical ingredients, placebos or comparators.

1.7 "Effective Date" is the date of the last signature affixed to this Agreement by the authorized representatives of the Parties.

1.8 "Product" means Clinical Ancillary Materials, Components, and Drug Product collectively.

1.9 "Project" means a specific assignment between Fisher Clinical and University that is the subject of Exhibit A.

1.8 "Specifications" means any and all technical details, instructions and similar requirements for the Services, and in particular, requirements for the assembly, packaging, processing, and handling of Product that are the subject of a Project.

II. SERVICES

2.1 Services. Fisher Clinical hereby agrees to provide Services for University as set out in this Agreement and the quote attached hereto as Exhibit A which is mutually agreed upon by the Parties ("Services"). Any changes to the Services must be in writing and will be subject to mutual agreement of the Parties. The Services will be performed in accordance with (i) this Agreement, (ii) Fisher Clinical's standard operating procedures ("SOPs"), the Quality/Technical Agreement which is or will be put in place between the Parties and (iii) all applicable laws and regulations, including current good manufacturing practices using suitably skilled and experienced personnel, in sufficient number. In the event of any conflict between the terms of this Agreement and the terms of the Quality Agreement, the terms of the Quality Agreement will control with respect to quality issues and the terms of this Agreement will control for all other issues.

2.2 Affiliates. The Parties agree that an Affiliate of a Party shall be entitled to enter into SOWs under this Agreement with the other Party or the other Party's Affiliate. In the case that an SOW is entered into by and between an Affiliate of a Party with the other Party or the other Party's Affiliate, the terms of this Agreement shall apply to such SOW and any reference to University or Fisher Clinical in this Agreement will be deemed to be a reference to such Party's Affiliate named in the SOW. The execution of an SOW by a Party's Affiliate shall constitute a legally binding agreement between the Party's Affiliate and the other Party or the other Party's Affiliate under this Agreement. The Party's Affiliate entering into the SOW shall be liable for its own respective duties and obligations under each of its own respective SOW(s) and there shall be no joint and several liability between or among any Party not entering into the SOW. For clarity,

a Party shall not be liable for any duty or obligation incurred by a Party's Affiliate entering into an SOW with the other Party or the other Party's Affiliate.

2.3 Shipments.

2.3.1 Delivery/Shipment. Any delivery by or on behalf of Fisher Clinical for University will be made EXW (Incoterms 2020) the applicable Fisher Clinical facility unless otherwise agreed. Risk of loss or damage to shipments will transfer to University when loaded onto the carrier's vehicle by Fisher Clinical. Each shipment will be packaged for transport in accordance with University's instructions and this Agreement. University will be responsible for obtaining insurance covering the shipment after Fisher Clinical delivers the shipment to the carrier. University will obtain any required licenses and authorizations necessary for export and will otherwise comply with all applicable laws and pay any applicable export or import fees, duties and taxes.

2.3.2 Carrier Management.

2.3.2.1 Carrier Management through TTM. If it is agreed that Fisher Clinical will coordinate collection of University's Product or material using Fisher Clinical's carriers, as set out in Exhibit A, then coordination will be provided through Fisher Clinical's Total Transportation Management ("TTM") Services, and the following terms will apply:

University agrees that Fisher Clinical is to coordinate the transport of University's Product or materials, and Fisher Clinical will do so as an agent of University and at University's sole risk and expense. In addition to the terms and conditions outlined in this Agreement University agrees to the following: (i) University will pay, to Fisher Clinical, all freight charges as referenced in Exhibit A and University will be responsible for all final freight charges based on actual shipping characteristics and all charges with respect to services that were not contemplated in Exhibit A including but not limited to charges for accessorial services such as detention and demurrage, (ii) University approves and accepts Fisher Clinical's selection of transportation mode and carrier, (iii) University agrees to grant Fisher Clinical the ability to coordinate customs clearance up to, and including, paying duties and taxes on University's behalf, and (iv) University agrees that the shipment will be subject to the terms and conditions of the selected carrier's waybill and that University's sole recovery for loss, damage, destruction or delay will be directly against the underlying carrier, which carrier may limit its liability. If a carrier causes damage to the shipment, upon request by University, Fisher Clinical will assist University in filing claims with the underlying transportation providers. In no event will Fisher Clinical be considered a freight forwarder or carrier in the provision of TTM.

2.3.2.2 University Managed Shipping (University Carrier). If University expressly elects to provide its own transportation, University will coordinate collection of University's Product or material using its own carrier, and (i) Fisher Clinical will tender the shipment to University's carrier as instructed from Fisher Clinical's location, at University's sole risk and expense, and (ii)

University will ensure that all costs of shipment are billed directly to University by University's carrier.

2.5 Returns Management. In the event that Exhibit A provides for the provision of Product returns for re-distribution, reconciliation and/or consolidated storage by Fisher Clinical, University shall ensure that no waste is returned to Fisher Clinical by University, directly or indirectly, and hereby represents that any Products returned to Fisher Clinical shall be for re-distribution, reconciliation and/or consolidated storage purposes only.

2.6 Destruction Services. In the event that Exhibit A provides for the provision of destruction Services ("Destruction Services"), Fisher Clinical will provide such Destruction Services pursuant to Exhibit B, "Terms and Conditions for Destruction Services" which is incorporated herein by reference.

2.7 Subcontracting. Fisher Clinical may subcontract the Services hereunder to an Affiliate as specified Exhibit A or arrange for any of its Affiliates to perform specific Services under this Agreement. Fisher Clinical will be solely responsible for the breach of this Agreement by its Affiliate subcontractors that perform Services under this Agreement. Fisher Clinical may also arrange for non-Affiliate third party subcontractors ("Third Party Subcontractors") to perform specific Services (such as depot services) under this Agreement with University's consent, under legally binding written contract. Fisher Clinical's liability for Third Party Subcontractors will remain subject to all limitations on Fisher Clinical's liability as set out in this Agreement. University may request Fisher Clinical utilize the University's own subcontractors, however, Fisher Clinical will have no liability arising from the activities of such University's own subcontractors working under a bi-partite contract with the University.

2.8 Licences and Regulatory Authorizations. Fisher Clinical and University confirm that they shall hold and maintain all relevant licences and regulatory authorizations issued by the respective health and regulatory authority where applicable.

III. UNIVERSITY OBLIGATIONS

3.1 Supply of Products. University shall supply all Products necessary for Fisher Clinical to perform the Services unless otherwise agreed to by the Parties. All University supplied Products will comply with all applicable laws and regulations. University will have the option of providing the Products directly or have a third party supply the Products directly to Fisher Clinical. University shall provide Fisher Clinical with all relevant safety information regarding the Products including, but not limited to, Safety Data Sheets ("SDS"). No processing of Drug Product will take place without the appropriate SDS.

3.2 Title. In the event Fisher Clinical purchases Components for University ("Fisher Clinical Supplied Components"): (i) Fisher Clinical will receive the Fisher Clinical Supplied Components and verify such quantities received; (ii) Fisher Clinical will perform standard quality

assessments and inspection in accordance with Fisher Clinical's SOPs; and (iii) upon determination by Fisher Clinical that the Fisher Clinical Supplied Components received have passed the standard quality assessments, University will assume full title and ownership and liability for the quantity received.

IV. COMPENSATION

4.1 **Fees.** University will pay Fisher Clinical for the Services as set out in Exhibit A. University agrees that the fees and expenses set out in Exhibit A are based upon the assumptions contained in Exhibit A and the fees may require adjustment if those assumptions are incorrect or are modified. All fees and expenses will be invoiced by Fisher Clinical and paid by University in arrears in the currency set forth in Exhibit A. All Fisher Clinical invoices are payable by University to Fisher Clinical in arrears within 30 days from the date of the invoice, unless otherwise stated in Exhibit A. If any portion of an invoice is disputed, University shall (i) pay the undisputed portion as set forth in this Section, and (ii) provide Fisher Clinical with written notice of such dispute within such 30 day period which notice shall specify in detail each item in dispute and the reasons for such dispute. The Parties shall use good faith efforts to reconcile the disputed amounts as soon as possible; provided, however, if the disputed portion is not resolved within 60 days of University's receipt of the invoice, Fisher Clinical will have the right to discontinue the performance of the applicable Services (except where such discontinuation would impact patients taking part in the clinical trial) and pursue any and all legal remedies to resolve the dispute. For undisputed invoices not paid within 30 days from the invoice date, Fisher Clinical reserves the right to charge University interest at a rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, applied against undisputed overdue amounts, plus costs of collection and reasonable legal fees and expenses.

4.2 **Taxes and Other Charges.** Fees for the Services exclude all sales tax, use tax, value added tax, excise tax, duty, inspection or testing fee, customs clearance or any other tax, fee or charge imposed by any governmental authority with respect to the Services covered hereunder, all of which must be paid by University. If Fisher Clinical is required to pay any such tax, fee or charge, University shall promptly reimburse Fisher Clinical therefore or provide Fisher Clinical at the time of University's execution of this Agreement with a valid, signed certificate or letter of exemption or other documentation acceptable to the governmental authority imposing the tax, fee or charge.

4.3 **Annual Review.** In the event that Services provided under Exhibit A are for a length of time greater than one (1) year, Fisher Clinical reserves the right to increase the prices contained in Exhibit A on an annual basis. Notwithstanding anything to the contrary in this Agreement, Fisher Clinical shall be entitled to increase its fees and/or charges, effective immediately, should the fees and/or charges be increased by a third party supplier for Services provided under this Agreement.

V. INSPECTIONS

5.1 Facility Inspections. Subject to compliance with Fisher Clinical's written procedures, University may be entitled, upon reasonable notice and during Fisher Clinical's regular business hours, to inspect at its sole expense for quality assurance purposes Fisher Clinical's facilities, equipment and procedures that are directly used by Fisher Clinical to provide the Services.

5.2 Regulatory Inspections. If any regulatory agency requests to inspect the facilities of Fisher Clinical, and the regulatory audit directly relates to any Project or Drug Product of University, Fisher Clinical shall promptly notify University of the inspection. Where reasonably possible, University will be given the opportunity to have a representative present during an inspection by a regulatory agency that is directly related to the Project or Drug Product.

VI. CONFIDENTIALITY

The confidentiality agreement entered into between the Parties effective as of 16th April 2020 ("Confidentiality Agreement") will apply to all confidential information about the Parties and the Services to be conducted and conducted under this Agreement and the Confidentiality Agreement is incorporated herein by reference. If the Confidentiality Agreement expires or terminates before the expiration or termination of this Agreement, then the terms of the Confidentiality Agreement will nonetheless continue to govern the Parties' obligations of confidentiality for the term of this Agreement and for five years thereafter.

VII. INTELLECTUAL PROPERTY RIGHTS AND PROPERTY OWNERSHIP

7.1 Intellectual Property Rights: "University Intellectual Property" means (i) all data, processes, technology, means, know-how, inventions, discoveries or improvements owned by University prior to entering into this Agreement, (ii) all patentable inventions, discoveries, or improvements conceived or made by Fisher Clinical exclusively in the performance of the Services to University pursuant to this Agreement, and (iii) the resulting University Product after Fisher Clinical performs the Services. "Fisher Clinical Intellectual Property" means all other intellectual property not considered to be University Intellectual Property, including all data, processes, software (including codes), technology, means, know-how, inventions, discoveries or improvements, in each instance conceived or made by Fisher Clinical, which (i) relate generally to the assembly, packaging, filling, sealing, pouching, labeling, handling and storage of clinical product, whether or not arising out of any Services performed under this Agreement, or (ii) are inventions, discoveries or improvements to technology owned by Fisher Clinical as of the date the Services are provided.

7.2 Fisher Clinical will promptly notify University of any "University Intellectual Property" it becomes aware of as a result of providing the Services to University under this Agreement, and agrees, consistent with applicable laws, to assign all interest therein to University or its designee; provided University requests such assignment within one year of notification of such University Intellectual Property.

7.3 Whenever reasonably requested to do so by the other Party, each Party shall execute any and all applications, assignments, or other instruments and give testimony as may be reasonably necessary in order to enable the requesting Party to apply for and obtain Letters of Patent of the United States or of any foreign country or to protect otherwise the requesting Party's interests therein, and the requesting Party shall compensate the other for any time reasonably devoted to said activities and reimburse the other Party for expenses reasonably incurred.

7.4 Property Ownership. "University Property" means (i) all data, documents, Products that are supplied to Fisher Clinical by University under this Agreement, including University Confidential Information and University Intellectual Property (as defined above) and (ii) all data, documents or other information developed or prepared by Fisher Clinical exclusively in the performance of the Services. "Fisher Clinical Property" means Fisher Clinical procedural manuals, document designs, tooling, personnel data, computer software or technology developed by Fisher Clinical, including Fisher Clinical Confidential Information and Fisher Clinical Intellectual Property (as defined above).

7.5 University will be the exclusive owner of University Property and University will have the right to make whatever use it deems desirable of any such University Property; provided that Fisher Clinical may retain copies of such University Property as may be required by applicable laws and regulations.

VIII. INDEMNIFICATION

8.1 Indemnification by Fisher Clinical. Fisher Clinical shall indemnify, defend and hold harmless University, its officers, directors, and employees (each, a "University Indemnitee") from all third-party (other than Affiliate) actions, causes of action, loss, damage, cost or expense (including reasonable attorney's fees) (collectively "Losses") related to or arising from:

- (a) personal injury to participants in the clinical trial or study conducted by University arising or occurring as a result of Fisher Clinical's negligence, gross negligence or intentional misconduct during the conduct of the Project;
- (b) Fisher Clinical's negligence, gross negligence or intentional misconduct by Fisher Clinical Indemnitee arising or occurring during the conduct of the Project.

This indemnity will not apply to the extent that these Losses are those for which University is obligated to indemnify the Fisher Clinical Indemnitees under Section 8.2.

8.2 Indemnification by University. University shall indemnify, defend and hold harmless Fisher Clinical and its parent(s), subsidiaries and affiliates and their respective officers, directors, and employees (each, a "Fisher Clinical Indemnitee") for Losses arising from or related to:

- (a) any personal injury to any employee of Fisher Clinical directly or indirectly caused by

- the Products;
- (b) any personal injury (including death) to a Clinical Trial participant arising out of or relating to the administration of the Drug Product or any clinical intervention or procedure provided for or required by the Clinical Trial protocol to which the Clinical Trial participant would not have been exposed but for their participation in the Clinical Trial;
 - (c) the negligence, gross negligence or intentional misconduct of University in the performance of its obligations under the any study that is the subject of a Project.

This indemnity will not apply to the extent that these Losses are those for which Fisher Clinical is obligated to indemnify the University Indemnitees under Section 8.1.

8.3 Notice/Defense of Claims. Upon receipt of notice of any Losses, which may give rise to a right of indemnity from the other Party hereto, the Party seeking indemnification (the “Indemnified Party”) shall give written notice thereof to the other Party (the “Indemnifying Party”) with the claim for indemnity. Such claim for indemnity will indicate the nature of the Losses and the basis therefore. The Indemnifying Party will not, in defense of any such Losses, except with the consent of the Indemnified Party, consent to the entry of any judgment or enter into any settlement which does not include, as an unconditional term thereof, the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability in respect thereof. After notice to the Indemnified Party of the Indemnifying Party’s election to assume the defense of such Losses, the Indemnifying Party shall be liable to the Indemnified Party for such legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof at the request of the Indemnifying Party. As to those Losses with respect to which the Indemnifying Party does not elect to assume control of the defense, the Indemnified Party will afford the Indemnifying Party an opportunity to participate in such defense, at the Indemnifying Party’s own cost and expense, and will not settle or otherwise dispose of any of the same without the consent of the Indemnifying Party.

IX. DEFAULT/LIMITATION OF LIABILITY

9.1 Default. If Fisher Clinical fails to perform any part of the Services in accordance with the terms of this Agreement (a “Default”), then University shall promptly notify Fisher Clinical in writing of such Default and Fisher Clinical shall have a period of 30 days from the date of receipt of such notice within which to cure such Default. If such Default cannot be cured, then University may, at its option: (i) require Fisher Clinical to repeat the Project at Fisher Clinical’s cost within a mutually agreeable time period; or (ii) obtain a refund from Fisher Clinical of all fees paid by the University for the portion of the Project in Default; or (iii) terminate this Agreement, in which event University’s sole remedy shall be: (a) in the case where such Default has not rendered the Project invalid, to obtain a reduction in or rebate of the fees paid for the subject Project an amount equal to the difference between (1) the aggregate fees paid for the subject Project and (2) the value of the work properly performed; and (b) in the case where such Default renders the Project invalid, to obtain a refund of aggregate fees paid for the subject Project

9.2 Product Loss. University agrees and acknowledges that the commercial value and/or cost of replacement or remanufacture of any Products and any other products or specimens provided to Fisher Clinical for any purpose is a matter that, as between University and Fisher Clinical, is within the sole and exclusive knowledge of University. Accordingly, University agrees and acknowledges that it is solely responsible to insure such items against damage or loss. University further agrees and acknowledges that under no circumstances will Fisher Clinical be liable for loss or damage to any such items, even if due to Fisher Clinical's negligent actions or inactions, in an amount in excess of the lesser of: (i) \$100,000; or (ii) the aggregate fees paid to Fisher Clinical for the specific Project regarding which any such damaged or lost items were provided to Fisher Clinical.

9.3 Limitation of Liability.

9.3.1 Except for (i) payments obligations under Section 4.1 of this Agreement and (ii) as set forth in Section 9.2, notwithstanding anything to the contrary, and irrespective of any insurance coverage that may be available under this Agreement or otherwise, under no circumstances will either Party be liable to the other, in connection with any Project, in an amount that, in the aggregate, exceeds the total of all fees paid to Fisher Clinical by University for the Project.

9.3.2 Under no circumstances will either Party (or its Affiliates) be entitled to recover from the other Party (or its Affiliates) any incidental, indirect, punitive, exemplary, consequential (including lost sales, profits or opportunity costs) or special damages, regardless of legal theory, even if advised of the possibility of such damages.

9.3.3 Nothing in this Agreement shall limit or exclude a Party's liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful for a Party to exclude or restrict liability.

X. INSURANCE

10.1 At all times during the term of this Agreement, and for as long as the relevant liability exists under applicable law, University shall maintain at its sole cost and expense commercial general liability insurance, including products liability insurance and completed operations for human clinical trials with limits of at least \$4,000,000 per occurrence with insurers rated A- or better by A.M. Best. University's insurance shall be primary over Fisher Clinical's insurance with respect to product liability and University's insurance policies shall not be construed to mean any form of limitation of University's liability or obligations. Fisher Clinical shall be given at least 30 days prior written notice of the lapse or termination of such insurance. University shall provide to Fisher Clinical a Certificate of Insurance substantiating the existence of the insurance required by this provision within ten (10) days of any request by Fisher Clinical. Any "Claims Made" insurance policy shall include a provision accounting for a reporting period of no less than two (2) years after the termination of this Agreement, or for as long as the relevant liability exists under applicable law, if longer than two years.

10.2 Fisher Clinical Insurance. At all times during the term of this Agreement and for as long as the relevant liability exists under applicable law, Fisher Clinical shall maintain at its sole cost and expense commercial general liability insurance, including completed operations, with limits of at least \$4,000,000 each occurrence with insurers rated A- or better by A.M. Best. Company shall be given at least thirty (30) days prior written notice of the lapse or termination of such insurance. Fisher Clinical's insurance policies shall not be construed to mean any form of limitation of Fisher Clinical's liability or obligations. Fisher Clinical shall provide to Company a Certificate of Insurance substantiating the existence of the insurance required by this provision within ten (10) days of any request by Company. Any Claims Made insurance policy shall include a provision accounting for a reporting period of no less than two years after the termination of the Agreement or for as long as the relevant liability exists under applicable law, if longer than two years

XI. UNUSED MATERIALS

11.1 Unused Materials. In the event of termination of this Agreement, Fisher Clinical shall provide University with written notice ("Fisher Clinical Notice") of the amount and location of any Products received under this Agreement by Fisher Clinical from or on behalf of University and in Fisher Clinical's possession which has not been and will not be used in the performance of Services by Fisher Clinical pursuant to this Agreement ("Unused Materials"). University shall have 30 calendar days from the date of the Fisher Clinical Notice to: (i) remove all of the Unused Materials from the Fisher Clinical facility identified in the Fisher Clinical Notice (the "Fisher Clinical Facility"); or (ii) provide Fisher Clinical with written instructions detailing and directing how and where Fisher Clinical should either ship, return or dispose, at a location neither owned nor operated by Fisher Clinical, of all of the Unused Materials (together "Disposition").

11.2 University Requested Disposal. If within 30 days of the date of the Fisher Clinical Notice University does not remove all of the Unused Materials from the Fisher Clinical Facility, but instead provides Fisher Clinical with written instructions regarding disposal of any or all such Unused Materials, disposal will be provided by Fisher Clinical pursuant to Exhibit B. If a quote is required to be issued and entered into for the disposal of Unused Materials any time after this Agreement has been terminated or expired in order to complete University's requested Disposition, this Agreement will survive and such destruction quote shall be governed by this Agreement until the destruction is completed. Payment for such Services related to University's Disposition will be made pursuant to Article IV.

11.3 Non-Disposition of Unused Material. In the event Fisher Clinical fails to receive written notice of University's final decision regarding Disposition of the Unused Materials within 30 days of the date of the Fisher Clinical Notice, Fisher Clinical may, in its sole discretion, dispose of the Unused Material at a location other than a facility owned or operated by Fisher Clinical. In such an event, Fisher Clinical is hereby authorized to name University as the generator of any waste generated for and upon such disposal pursuant to Exhibit B. University acknowledges that any such disposal may, but is not required to, result in destruction of the Unused Materials. Fisher

Clinical shall retain all statutory and common law rights regarding, and University hereby waives its right to assert and agrees to hold Fisher Clinical harmless from, any cause of action or claim arising from any Disposition by Fisher Clinical of any Unused Material pursuant to this Section 11.3. University agrees to pay any and all fees and expenses associated with the any Disposition by Fisher Clinical, of any Unused Materials under this Agreement. Fisher Clinical will invoice University for such costs, and University will pay such invoice in full within 30 days of the date of the invoice.

XII. TERM AND TERMINATION

12.1 Term. The term of this Agreement shall commence on the Effective Date and continue until completion of Services.

12.2 Termination for Cause. Either Party may terminate this Agreement at any time where the other Party is in material breach of its obligations under this Agreement and such Party fails to cure such material breach within 30 days after written notice is given by the non-breaching Party.

12.3 Termination for Insolvency. This Agreement may be terminated immediately upon written notice at any time if the other Party: (i) files in any court pursuant to any statute a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of such Party, or of its assets; (ii) proposes a written agreement of composition for extension of its debts; (iii) is served with an involuntary petition against it, filed in any insolvency proceeding; or (iv) makes an assignment for the benefit of its creditors. The Party affected shall immediately notify the other Party in writing of the occurrence of any of the foregoing events.

12.4 Effect of Termination. Upon termination or expiration of this Agreement, University shall (i) compensate Fisher Clinical pursuant to Section 4.1 for all fees and expenses due to Fisher Clinical for Services rendered up to the date of completion, expiry or termination, including reasonable wind-down activities associated with the Services, and (ii) reimburse Fisher Clinical any and all non-cancellable fees and expenses incurred as of the date of the termination

12.6 Survival. Expiration or termination of this Agreement for any reason will not relieve either Party of any obligation accruing prior to such expiration or termination or of any rights and obligations of the Parties that by their terms survive termination or expiration of this Agreement, including, without limitation, the following Articles and Sections: Articles - VI - Confidentiality, VII – Intellectual Property Rights And Property Ownership, VIII - Indemnification, IX - Default/Limitation of Liability, X – Insurance, XI - Unused Materials; and Sections –12.5 - Effect of Termination, 13.6 – Notices, and 13.7 – Fisher Clinical Staff.

XIII. MISCELLANEOUS PROVISIONS

13.1 Anti-Bribery. The Parties will not directly or indirectly, offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to

influence any Government Official (as defined below) in connection with any project or work for which Fisher Clinical is providing Services under this Agreement and agree to comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act (collectively, the “Relevant Laws”). For purposes of this Agreement, a “Government Official” is broadly defined as and includes: (i) any elected or appointed government official (e.g., a member of a ministry of health); (ii) any employee or person acting for or on behalf of a government official, agency, or enterprise performing a governmental function; (iii) any political party officer, employee, or person acting for or on behalf of a political party or candidate for public office; (iv) an employee or person acting for or on behalf of a public international organization; or (v) any person otherwise categorized as a government official under local law; where “government” is meant to include all levels and subdivisions of non-US governments (i.e., local, regional, or national and administrative, legislative, or executive). The Parties agree to have and maintain in place throughout the term of this Agreement their own policies and procedures to ensure compliance with the Relevant Laws (and to provide a copy to the other party on request) and will appropriately enforce those policies and procedures including providing training. A material breach of this Section 13.1 will be deemed a material breach of this Agreement. If there is a material breach of this Section 13.1, the Party not in breach will have the right to terminate this Agreement, without any liability to the Party in breach, with immediate effect.

13.2 Entire Agreement; Modifications. This Agreement, together with any Exhibits thereunder, and any other agreements that are expressly entered into hereunder, are the complete agreement between the Parties with respect to this subject matter and supersedes all other prior agreements, representations and understandings, whether written or oral. Any modifications, amendment or supplement to this Agreement must be in writing and signed by authorized representatives of both Parties.

13.3 Other Terms. No terms, provisions or conditions of any purchase order or other business form or written authorization used by University or Fisher Clinical will have any effect on the rights, duties or obligations of the Parties, or otherwise modify, this Agreement, regardless of any failure of University or Fisher Clinical to object to the terms, provisions, or conditions unless the document specifically refers to this Agreement and is signed by both Parties.

13.4 Independent Contractor. The Parties are independent contractors and this Agreement will not be construed to create between Fisher Clinical and University any other relationship such as, by way of example only, that of employer-employee, principal, agent, joint-venturer, co-partners or any similar relationship.

13.5 Publicity. No right, express or implied, is granted by this Agreement to either Party to use in any manner any trademarks or the corporate name or any corporate logo of the other Party, or service mark owned by, or licensed to the other in connection with the performance of this Agreement. It is specifically understood and agreed that neither Party will place any advertising, public relations or promotional material or disseminate any material of any kind in the name of or otherwise using the name or trademarks of the other or its products, without the written prior approval of the other Party.

13.6 Notices. All notices must be written and in English and sent to party at the address identified above or in a subsequent notice. All notices must be given (i) by personal delivery, with receipt acknowledged, (ii) by prepaid certified or registered mail, postage prepaid, return receipt requested, or (iii) by overnight delivery by any carrier of national reputation. Notices will be effective upon delivery. For all notices to Fisher Clinical, a copy should be provided to Thermo Fisher Scientific Inc., Clinical Trials Division, 3701 Corporate Parkway, Suite 220, Center Valley, PA 18034, Attn: Legal Department, as set forth above.

13.7 Force Majeure. Except for payment obligations, neither Party will be responsible for delay or failure in performance resulting from acts beyond the reasonable control and without the fault or negligence of the Party, including, but not limited to acts of God, weather, power failure, governmental actions, war or national emergency (whether declared or not), acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers or Customs control, or inability or delay in obtaining supplies of adequate or suitable materials provided that such performance is resumed as soon as feasible.

13.8 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, that determination will not impair or affect the validity, legality, or enforceability of the remaining provisions, because each provision is separate, severable, and distinct.

13.9 Governing Law. This Agreement and any dispute or claim (including on-contractual disputes or claims) arising out of or in connection with it or its subject matter or formations is governed by the laws of England and Wales, in each case without regard to any conflicts-of-law principle that directs the application to another jurisdiction's law. Both Parties hereby submit to the exclusive jurisdiction of the courts in the applicable location. The Parties further expressly agree that the UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

13.10 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS AND/OR GRANTS ANY WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13.11 Waiver. Neither the waiver by any of the Parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of any the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

13.12 Binding Effect. This Agreement will apply to, inure to the benefit of and be binding upon the Parties hereto and upon their respective successors and permitted assigns.

13.13 Assignment. Neither this Agreement, nor any of either Party's rights or obligations hereunder, may be assigned, novated or otherwise transferred by either Party without the prior written consent of the other Party, this consent not to be unreasonably withheld or delayed. But either Party may, upon written notification to the other Party, assign, in whole or part, its rights and obligations under this Agreement to an Affiliate or, in connection with a merger, consolidation or sale of substantially all of the business to which this Agreement relates, to an unrelated third party.

13.14 No Third Party Benefit or Right. Nothing in this Agreement will confer or be construed as conferring on any third party, other than a Fisher Clinical Affiliate performing Services hereunder, any benefit or the right to enforce any express or implied term of this Agreement.

13.15 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

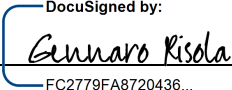
13.16 Headings. The headings contained in this Agreement are solely for convenience reference and will not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

13.17 Counterparts. This Agreement may be executed (electronically or otherwise) in two or more counterparts, each of which will be deemed an original for purposes of this Agreement. Electronic, facsimile or PDF image signatures will be treated as original signatures.

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The Parties have authorized their representatives to execute this Agreement as of the Effective Date.

FISHER CLINICAL SERVICES UK LIMITED

By:  FC2779FA8720436...
Name: Gennaro Risola
Title: VP & General Manager EU
Date: 18 gennaio 2021

UNIVERSITY OF OXFORD

By: 
Name: Denis Murphy
Title: Research Contracts Manager
Date: 11 January 2021

EXHIBIT “A”

FISHER CLINICAL QUOTE #

**EXHIBIT “B”
TERMS AND CONDITIONS FOR
DESTRUCTION SERVICES**

1. DESTRUCTION REQUEST AND CHARACTERIZATION OF WASTES.

(a) Destruction Request. In the event that University requires Destruction Services for Products stored at a Fisher Clinical facility, upon request from University, Fisher Clinical will provide a disposition report to University detailing the amount and location of any Products stored within a Fisher Clinical facility (“Disposition Report”). In order to request Destruction Services, University shall provide to Fisher Clinical written notice of such request for destruction by marking within the Disposition Report the specific Products for disposal or destruction (“Covered Products”) that are to be disposed of or destroyed (“Destruction Request”). None of the Products or Covered Products stored at a Fisher Clinical facility shall be considered wastes intended by the University for disposal or destruction until the University has provided Fisher Clinical with the completed Destruction Request.

(b) Characterization of a waste. Upon receipt of a Destruction Request, Fisher Clinical or its designated disposal facility shall produce, and then provide University with, a characterization of the Covered Products (the “Wastes”) which identifies the Wastes as either hazardous or toxic, or (2) non-hazardous industrial “residual” waste under the applicable law of the jurisdiction in which the Wastes are located upon Fisher Clinical’s receipt of the Destruction Request (the “Initial Characterization”). Upon receiving from Fisher Clinical the Initial Characterization of the Wastes, University shall review such Initial Characterization and either provide Fisher Clinical with written approval of the Initial Characterization as accurate and complete or, if necessary, attach to the Initial Characterization and send to Fisher Clinical both (i) any additional documentation required to support or revise the Initial Characterization in order to assure that the Wastes are completely and correctly identified and characterized for disposal as required by any applicable local, regional, state, provincial, national, or international laws governing either the identification, generation, transport, treatment, storage or disposal of the Wastes or the remediation of any releases or threat of releases to the environment of any constituent of the Wastes (collectively and separately, all such laws are hereinafter referred to as “Applicable Environmental Law”), and (ii) an approval of the resulting characterization as final. The Initial Characterization of the Wastes, and any approval or additional documentation regarding such Wastes which is subsequently sent to Fisher Clinical by the University shall be collectively referred to as the “Final Characterization” hereinafter. The Final Characterization may include SDS, Physicians’ Desk Reference citations, manufacturing material lists, vendor contacts, etc. Upon Fisher Clinical’s receipt of the Final Characterization concerning the Wastes, the Wastes shall be deemed accurately identified and completely characterized, and Fisher Clinical shall place the Wastes into an area under its control which is expressly designated for the storage of such Wastes and in compliance with all Applicable Environmental Law regarding an area for the storage of such Wastes.

FISHER CLINICAL WILL NOT BE OBLIGATED TO PROVIDE DESTRUCTION SERVICES WITHOUT THE FINAL CHARACTERIZATION. FISHER CLINICAL ACCEPTS NO LIABILITY FOR (A) ANY INCORRECT OR INCOMPLETE FINAL CHARACTERIZATION, (B) ANY INCORRECT CHARACTERIZATION, OR (C) ANY FINAL CHARACTERIZATION NOT RECEIVED BY FISHER CLINICAL. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FISHER CLINICAL MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY CONCERNING THE PERFORMANCE OF DESTRUCTION SERVICES. THE DISPOSAL OR DESTRUCTION OF ANY CONSTITUENT OF THE WASTES DESIGNATED HEREBY SHALL NOT REQUIRE FISHER CLINICAL TO PERFORM, AT ANY PROPERTY FISHER CLINICAL OWNS OR LEASES, ANY METHOD, TECHNIQUE OR PROCESS, INCLUDING NEUTRALIZATION, WHICH IS DESIGNED TO CHANGE THE PHYSICAL, CHEMICAL OR BIOLOGICAL CHARACTER OR COMPOSITION OF ANY WASTES SO AS TO NEUTRALIZE THE WASTES OR RENDER THE WASTES NONHAZARDOUS, NONTOXIC, SAFER FOR TRANSPORT, AMENABLE FOR RECOVERY OR STORAGE, OR REDUCED IN VOLUME.

2. CO GENERATOR STATUS & DESIGNATION OF PRIMARY GENERATOR (US Only).

For purposes of the disposal or destruction of the Wastes in the United States of America ("United States"), and at all times acting on behalf of the University, Fisher Clinical shall request from either the United States Environmental Protection Agency ("EPA"), or from a state environmental agency, as may be legally appropriate for the Wastes following Initial Characterization and receipt of all Final Characterization, a temporary waste generator identification number ("Generator ID"). To the extent such Generator ID is obtained following a request for it, such number shall be used on any manifest required under the federal Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. § 6901 et seq. or any other Applicable Environmental Law to be completed for the transport of the Wastes to or within, and disposal of the Wastes within, the United States. Fisher Clinical and University shall be deemed "co-generators" of any Waste generated by the performance of Fisher Clinical's obligations hereunder; as such term shall be defined by EPA pursuant to RCRA or by the appropriate state agency having jurisdiction over such Wastes. The University shall be deemed to be the "primary generator" for all purposes under all Federal, State, and local laws, regulations and ordinances within the United States. To the extent that a Generator ID is obtained by Fisher Clinical following a request for it, all hazardous waste manifests required pursuant to RCRA shall include the Generator ID and shall not include any generator identification number unique to Fisher Clinical.

3. ALLOCATION OF ENVIRONMENTAL LIABILITY.

University acknowledges and agrees that the performance by Fisher Clinical or its designated disposal facility of the disposal or destruction of the Wastes or of any Service related to such disposal or destruction could cause liability to arise under Applicable Environmental Law. University hereby releases Fisher Clinical from, and agrees to indemnify and hold Fisher Clinical harmless against, any claims, causes of action, liabilities or demands arising from or related to the designation, Final Characterization, storage, transport, treatment, disposal or destruction of any of the Wastes. The release and indemnification provided herein shall cover, but not be limited to, any and all claims, causes of action, liabilities or demands which may arise under any Applicable Environmental Law, and shall survive termination of this Agreement.

