

To facilitate your decision to move forward with the competitive grant application for Amgen consideration, Amgen would like to draw your attention to key contractual positions required by Amgen. As an executed agreement is required for any proposal that receives Amgen approval, Amgen encourages you to review these requirements with your institution's group responsible for contracts. This will help ensure timely contracting process should a application receive final approval for support from Amgen. Please note that Amgen will not agree to change these contractual requirements absent unique, research specific circumstances that require a change.

AMGEN'S KEY CONTRACTUAL REQUIREMENTS SCIENTIFIC GRANT PROGRAM

- **Audit Rights**. Amgen requires the right to audit site activities in light of Amgen provided support. Although audits are not conducted on a routine basis in the context of research funded under this program, Amgen reserves the right to audit research activities. Amgen expects the award recipient to cooperate with such audits at no additional cost to Amgen.
- **Compliance with Applicable Laws**. The research must be conducted in compliance with all applicable laws, regulations, guidance, and the research proposal as approved by Amgen. Additionally, when provided, award recipient is expected to follow Amgen instructions such as those regarding safety reporting or handling of materials.
- **Confidentiality**. Standard confidentiality and use terms requiring the award recipient (and its institution) to maintain the confidentiality of any information received from or on behalf of Amgen and restrict access to such information to only those persons controlled by award recipient's institution and have a need to know.
- **Data**. The institution owns all data it generates but Amgen requires unrestricted access to and unrestricted use of such data.
- **Debarment**. To ensure the integrity of the study for which Amgen's grants support, Amgen requires award recipients to represent and warrant that they are not debarred, disqualified, or excluded from any reimbursement program in the US or in other countries, and to notify Amgen if such status changes during the course of the agreement.
- **Disclosure Laws**. Amgen will have the right to disclose publicly information regarding the research agreement to comply with laws such as the Physician Payment Sunshine Act or other transparency laws. The award recipient's institution will be required to cooperate with requests for collection of information for compliance with such laws.
- **Indemnification by Award Recipient's Institution**. Amgen expects the award recipient's institution to indemnify and defend Amgen against any third party claims that may be brought against Amgen arising from the recipient institution's conduct of the research, breach of the institution's representations and warranties, violation of law, and negligent acts or omissions.
- **Informed Consent**. If applicable based on the type of research, the award recipient's institution is required to obtain valid informed consent meeting the requirements of applicable law typical for such research.
- **Insurance**. The award recipient's institution is to maintain workers' compensation insurance to cover institution personnel and other comprehensive insurance coverage for any damages caused as a result of the research, and provide proof of such coverage upon request.
- **Material**. No materials will be transferred by Amgen.
- **Participating Sites**. If the award recipient's institution decides to use other sites for the conduct of the research, Amgen will not enter into separate agreements with these participating sites. If a multi-site research, the award recipient's institution will be required to represent that it has entered into separate written agreement with participating site(s) on terms substantively similar to the terms agreed to between the award recipient's institution and Amgen. The award recipient's institution will be responsible for the overall conduct of the participating sites and their compliance with any requirements in the Amgen – institution agreement that apply.
- **Proprietary Rights**. The award recipient's institution maintains ownership but Amgen requires a royalty free, non-exclusive license with a right to sublicense to any inventions and discoveries resulting from the study, as

well as an option for an exclusive license to any such inventions. In the event of any unauthorized uses of Amgen provided materials or confidential information, Amgen will own any resulting data or inventions.

- Publications. Amgen is committed to the highest standards for publications, which includes the publication of results regardless of outcome. Based on this commitment, Amgen expects the award recipient's institution to exercise best efforts to publish the results of the study and provide Amgen pre-publication review. Amgen will not exercise editorial control over the proposed publication, but will require removal of confidential information if applicable. Timelines for the review are 45 days for manuscripts and 15 days to review any poster, presentation, abstract, or other written or oral material derived from the study. Amgen may request institutions to withhold any publication or presentation an additional 60 days upon request. The award recipient's institution is expected to keep study results confidential until publication and must acknowledge Amgen's support in all publications. Award recipient's institution to grant Amgen a license to distribute copies of any publication within Amgen and to licensees, licensors, affiliates, and authorized representatives and to prepare derivative works of any publication.
- Safety Reporting Requirements. If required, the award recipient's institution must comply with Amgen's safety reporting requirements that will be described in an exhibit to the research agreement.
- Subject Injury. For human studies, Amgen provides no compensation or support for subject injury.