

OUTCOMES RESEARCH SERVICES AGREEMENT

THIS OUTCOMES RESEARCH SERVICE AGREEMENT ("Agreement") is made and entered into as of July 16, 2014 ("Effective Date") by and between **JANSSEN SCIENTIFIC AFFAIRS, LLC** with a place of business at 1125 Trenton-Harbourton Road, Titusville, New Jersey) 08560 ("Company") and **ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI** with a place of business at 1 Gustave L Levy Place, Box 1075, New York, New York 10029 ("Service Provider"). Company and Service Provider are hereinafter referred to collectively as "Parties" and individually as "Party."

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

By: 
Sign

Name: Sybil Lombillo, Ph.D., J.D.
Print

Title: Director, Intellectual Property and Asset Development

Aug 13, 2014

READ AND UNDERSTOOD:

Andrea D. Branch

Dr. Andrea Branch

Aug 13, 2014

JANSSEN SCIENTIFIC AFFAIRS, LLC

By: _____
Sign

Name: _____
Print

Title: _____

Exhibit A
Scope of Work

1. **Brief Project Description**: Service Provider shall be providing Services related to real world evidence on the impact of new therapies in the treatment of chronic hepatitis C virus (CHC) infection (HEPC-OUT-021). The Services are as set forth in Service Provider's proposal attached hereto and made a part hereof as "Appendix 1".

2. **Acceptance Criteria**:

Acceptance Criteria for Document Deliverables:

For any milestone in which Service Provider submits a document that is a deliverable ("Document Deliverable"), Company shall have the right to review such Document Deliverable and shall notify Service Provider if there are any deficiencies. Service Provider shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, Service Provider shall resubmit the Document Deliverable for review as set forth above.

Acceptance Criteria for a Deliverable other than a Document Deliverable:

For any milestone in which Service Provider submits a deliverable other than a Document Deliverable, Company shall have the right to review and/or test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify Service Provider if there are any deficiencies. Service Provider shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, Service Provider shall resubmit the deliverable for review and/or testing as set forth above. Any applicable warranty period shall only commence after acceptance by the Company.

3. **Compensation**.

A. **Rates and Fees** – For performance of the Services, Company shall pay to Service Provider as specified in Appendix 1, attached hereto and incorporated herein.

- B. Expenses – Company shall reimburse Service Provider for only itemized, documented out-of-pocket expenses that are preapproved in writing by an authorized representative Company and are invoiced in accordance with Company's instructions and the Agreement.
- C. Compensation Limit – Total compensation for Services, including Expenses, shall not exceed shall not exceed \$408,814.00.
- D. Invoice Schedule – Upon execution of the Agreement and Service Provider receipt of a purchase order number, Service Provider shall submit invoices according to the schedule in Appendix 1 attached hereto and incorporated herein.

4. Invoice Instructions:

A. Invoices shall be submitted as follows:

- i. Each invoice must contain a purchase order number (to be provided by Company with a copy of the fully-signed Agreement) and must be dated upon receipt of purchase order number or thereafter. Invoices submitted to an incorrect address or without a purchase order number will not be paid.
- ii. Original Invoices should be submitted electronically via the web at <http://www.ap.jnj.com>.
- iii. A courtesy copy, clearly marked "customer copy" with all the supporting documentation shall be sent to:

JANSSEN SCIENTIFIC AFFAIRS, LLC
1125 Trenton-Harbourton Road, Titusville, New Jersey 08560
Attn: NEETA TANDON

- B. Electronic Fund Transfers – To arrange for electronic payment via Electronic Fund Transfers, contact Company's Web Enabled Transactions group at 732-422-5160.

Conflict of Interest Certification

Dear Healthcare Professional:

In assuming contractual obligations to Company, the undersigned Healthcare Professional agrees that financial ties between healthcare professionals and industry may create Conflicts of Interest, both real and perceived, which must be identified and resolved to preserve the public's trust by ensuring the independence of professional judgment and the integrity of educational and research endeavors. It is the policy of Company to verify that healthcare professionals who receive funding from or provide services to Company abide with any applicable institutional Conflict of Interest policies.

ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI

JANSSEN SCIENTIFIC AFFAIRS, LLC

By: 
_____ Sign

By: _____ Sign

Name: Sybil Lombillo, Ph.D., J.D.
_____ Print

Name: _____ Print

Title: Director, Intellectual Property and Asset Development

Title: _____

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