

MASTER COLLABORATION AGREEMENT

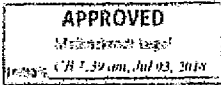
THIS MASTER COLLABORATION AGREEMENT (this "Agreement") is made the later of the dates in the signature block below (the "Effective Date"), by and between Mallinckrodt LLC, having an office at 1425 U.S. Route 206, Bedminster, NJ 07921 ("Mallinckrodt"), and the institution indicated below ("Institution").

Name: The Washington University
Joint Research Office for Contracts
Address: 4240 Duncan Ave., Suite 300, CB1054
St. Louis, MO 63110
Fax:
E-Mail:

Acknowledged and Agreed to:

Mallinckrodt
By: [Signature]
Signature
STEVEN J. ROMANO, MD
Printed Name
VVP, Chief Scientific Officer
Title
07/17/18
Date

Institution
By: [Signature]
Signature
Jennifer Lohr
Printed Name
Vice Chancellor for Research
Title (if applicable)
07/16/18
Date



TERMS AND CONDITIONS

1. Collaboration.

1.1. Steering Committee. The parties shall form a steering committee ("Committee") to identify, develop, fund and manage collaborative research projects, with a particular focus on rare diseases, which benefit the missions of both parties. Such projects may include the following:

(a) Program Grants - multi-investigator or multi-project grants with specific milestones identified and envisioned for targeted funding due to specific alignment with Mallinckrodt portfolio goals and Institution's ability to deliver product candidates. Potentially, up to two of these grants may be awarded annually with each Program Grant awarding funding of up to \$750,000 total cost per year (inclusive of indirect cost). Initial areas of interest at this level may be "Non-Allergic Itch" and "Autophagy".

(b) Challenge Grants - funding awarded to investigators through requests for proposals. Typically, single project concepts will be awarded annually with funding for 1-2 years at a funding level up to \$300,000 total cost per year (inclusive of indirect cost).

(c) In-Kind Grants involving research support or consultation for pharmaceutical development.

1.2. Composition and Duties of Steering Committee. Each party shall appoint three representatives to serve on the Committee and may replace such representatives at its discretion. The Steering Committee shall:

- (a) Identify Projects (as defined below in Section 1.3);
(b) Develop requests for research grant proposals and review such proposals;

- (c) Make Funding (as defined below in Section 3) recommendations for research grant proposals and research programs;
- (d) Review timelines and budgets, and identify deliverables and Funding milestones for Projects;
- (e) Review and monitor the progress of Projects;
- (f) Review and approve any proposed amendment of a Project Statement (as defined below in Section 1.3);
- (g) Provide business advice and guidance regarding intellectual property and commercialization matters; and
- (h) Attempt to resolve any disputes related to research programs on an informal basis.

Each research grant proposal or research program selected by the Committee for Funding must (i) have strong scientific rationale, (ii) demonstrate a potential for novel, differentiated therapeutics, (iii) involve a clear link between target biology and disease mechanism, and (iv) generate data aimed at enabling preclinical investigational new drug submissions.

1.3. Project Statements. Mallinckrodt shall have sole discretion to approve or reject each research grant proposal or research program recommended by the Committee for Funding under this Agreement and the budget for each Project. Each research grant proposal or research program recommended by the Steering Committee and approved by Mallinckrodt ("Project"), shall be defined in a project statement in the form of the attached Exhibit A ("Project Statement"), which (a) identifies the principal investigator(s), (b) describes the research that the principal investigator(s) will conduct, (c) establishes the Project term, budget and payment schedule, (d) identifies any materials or in-kind services provided by the parties hereto, and any deliverables that the principal investigator(s) will deliver to the Committee, (e) identifies the amount payable by Mallinckrodt, in lieu of Funding, if Mallinckrodt terminates the Project Statement prior to fulfilling all of its Funding obligations thereunder ("Early Termination Costs"), (f) includes such other information as the Committee deems appropriate, and (g) is signed by both parties.

1.4. Mallinckrodt Property. In connection with the Projects, Mallinckrodt may provide Institution with equipment, materials, documents, raw materials, drug, medical device, clinical material, samples, or other tangible property (collectively, "Mallinckrodt Property"). Mallinckrodt shall retain ownership of Mallinckrodt Property. Nothing in this Agreement shall be construed as granting or conferring any rights by express or implied license or otherwise to Institution in Mallinckrodt Property, other than the rights expressly set forth herein. Mallinckrodt hereby grants Institution the right to use the Mallinckrodt Property solely for the purpose of performing the Projects as specified herein and for no other purpose. Upon the completion of the Projects, Institution shall return and/or destroy the Mallinckrodt Property as requested by Mallinckrodt. No rights to Mallinckrodt background technology or intellectual property are granted or transferred under this Agreement.

1.5. Independent Contractor. The parties shall at all times act as independent contracting parties and neither party shall at any time be considered an employee, representative, agent, partner, or co-venturer of the other party. Without limiting the generality of the foregoing, Institution shall not be entitled to participate in or receive any benefits or rights as an employee of Mallinckrodt. Institution shall be solely responsible for all taxes and payments concerning its employees and agents (including, without limitation, withholding taxes, unemployment insurance and workers compensation insurance).

1.6. Conflicts of Interest. WU will follow its conflict of interest policy and will notify Mallinckrodt in the event a conflict is identified that will adversely affect a Project.

1.7. Subcontractors. Institution shall not subcontract or otherwise delegate or assign any of its obligations hereunder or under any Project Statement, either in whole or in part, without the prior written consent of Mallinckrodt. Institution shall remain fully liable and responsible for the acts and omissions of any approved subcontractor in connection with the performance of its obligations hereunder or under any Project Statement.

2. Representations and Warranties.

2.1. Mutual Representations. Each party hereby represents and certifies to the other party as of the Effective Date and throughout the term of this Agreement that: (a) it is a duly incorporated or formed, validly existing, and in good standing; (b) it has taken all necessary actions on its part to authorize the execution, delivery, and performance of the obligations undertaken in this Agreement, and no other corporate actions are necessary with respect thereto; (c) it is not a party to any agreement or understanding and knows of no applicable law that would prohibit it from entering into and performing this Agreement, or that would conflict with this Agreement; (d) when executed and delivered by it, this Agreement will constitute a legal, valid, and binding obligation of it, enforceable against it in accordance with the terms and conditions hereof; (e) it is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction in which a license, authorization, or qualification is required for it to perform its obligations under this Agreement; and (f) it has full right and authority to make any assignments made by such party hereunder and to grant any licenses granted by such party hereunder.

2.2. No Debarment. Institution represents and warrants that, as of the Effective Date and throughout the term of this Agreement, it (and each of its employees and agents) (a) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. 1320a7b(f) (the "Federal Health Care Programs"); (b) is not debarred under the Federal Food, Drug and Cosmetic Act (the "Act"); (c) has not been convicted of a criminal offense related to the provision of healthcare items or services but yet to be excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs; and (d) is not under investigation or otherwise aware of any circumstances which may result in it (or its agents, employees or any substitutes thereof performing any duties under this Agreement) being debarred under the Act or excluded from participation in the Federal Health Care Programs. If, at any point during the term of this Agreement, Institution becomes excluded, debarred, or otherwise ineligible to participate in the Federal Health Care Programs or debarred under the Act, or comes under investigation or otherwise becomes aware of any circumstances which may result in it (or its employees or agents participating in a Project) being excluded from participation in the Federal Health Care Programs or debarred under the Act, Institution shall immediately notify Mallinckrodt thereof in writing.

2.3. Licenses; Permits. Institution further represents and warrants that, to the best of its knowledge, as of the Effective Date and throughout the term of this Agreement, it (and each of its employees, agents and approve subcontractors) has and shall maintain all governmental and third party licenses and permits required for the performances of Institution's obligations under this Agreement, including, without limitation, all licenses and rights to any intellectual property of a third party necessary in connection with the performance of this Agreement.

3. Project Funding. Mallinckrodt may provide one or more of the following, as specified in the applicable Project Statement: (a) monetary support; (b) consultation for pharmaceutical development and research support at its research and development facility; and (c) Mallinckrodt Property. The aggregate Funding provided by Mallinckrodt for all Projects under this Agreement shall be \$10,000,000 for the entire term of the Agreement. "Funding" means the value of all monetary support, research support, consultation and Mallinckrodt Property provided by Mallinckrodt for the Projects. Institution shall use the Funding, if any, in accordance with the applicable Project Statement. Mallinckrodt may suspend its provision of Funding at any time if Mallinckrodt determines that Institution or the principal investigator(s) for the Project has not complied with the requirements of this Agreement or the applicable Project Statement. Institution shall invoice Mallinckrodt monthly (or as may be specified in the applicable Project Statement) for Funding required under each Project Statement. Mallinckrodt will pay all valid invoices within 30 days after its receipt thereof. Institution shall send all invoices directly to: APInvoices.SAP@Mallinckrodt.com.

4. Confidentiality, Publication and Intellectual Property.

4.1. Confidentiality.

(a) Each party receiving Confidential Information (in such capacity, the "Receiving Party") shall treat all Confidential Information received from the other party (in such capacity, the "Disclosing Party") as confidential and the exclusive property of the Disclosing Party. The Receiving Party shall not disclose the Confidential Information of the Disclosing Party to any third party, except: (i) to Receiving Party's officers, directors, employees, agents and advisors who have a need to know such Confidential Information (collectively, "Necessary Personnel"); or (ii) to the extent necessary to comply with applicable law or with a valid order of a regulatory agency or court of competent jurisdiction. The Receiving Party shall be responsible for any breach of this Section 4.1 by any Necessary Personnel.

The Receiving Party shall use the Confidential Information of the Disclosing Party solely for the purpose of performing its obligations under this Agreement.

(b) The Receiving Party's non-disclosure obligations hereunder shall not apply to Confidential Information that: (i) is or has become publicly known and made generally available through no wrongful act of the Receiving Party or any Necessary Personnel; (ii) was known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by pre-existing written records; (iii) was disclosed to the Receiving Party without an obligation of confidentiality by a third party having a lawful right to make such disclosure; or (iv) was independently developed by Receiving Party without access to Confidential Information.

(c) If the Receiving Party is required by applicable law or a valid order of a regulatory agency or court of competent jurisdiction to disclose Confidential Information of the Disclosing Party, the Receiving Party shall give prompt written notice of such requirement to the Disclosing Party such that the Disclosing Party shall have the opportunity to apply for a protective order, injunction or for confidential treatment of such Confidential Information. The Receiving Party shall disclose only the minimum Confidential Information necessary to comply with such order, whether or not a protective order or other similar order is obtained by the Disclosing Party.

(d) For purposes of this Agreement, "Confidential Information" means the terms and conditions of this Agreement and any and all data, materials, documents, records, recordings, proprietary information, business information, scientific information, product plans, sales information and plans, and intellectual property of the Disclosing Party (including, without limitation, the Disclosing Party's Inventions) which is provided to the Receiving Party, as well as any other information and materials that are deemed confidential or proprietary to or by the Disclosing Party, in whatever form or medium disclosed by Disclosing Party to Receiving Party, that are labeled or otherwise identified as confidential. Confidential Information shall include any proposals submitted for potential funding to the Committee or Mallinckrodt, including any conversations related to such proposals.

(e) The Confidential Information of the Disclosing Party shall remain the sole and exclusive property of the Disclosing Party. Except as otherwise provided herein, nothing in this Agreement grants, or shall be construed or deemed to grant, any rights or licenses of any kind in or to any patent, copyright, or other intellectual property or proprietary right of the Disclosing Party or its licensors, nor shall this Agreement grant, or be deemed to grant, the Receiving Party any rights or licenses in or to the Disclosing Party's Confidential Information or any products or technology that utilize or incorporate such Confidential Information. Notwithstanding anything to the contrary in this Agreement, to the extent the Projects include research involving study participants, the medical records and all other patient materials of such study participants collected or generated by Institution for the Project, or for any other purpose, will be deemed the Confidential Information of Institution.

(f) At any time upon request from the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information and all copies and summaries thereof, or, at the Disclosing Party's option, destroy the same and certify in writing that such destruction has occurred; provided, however, that the Receiving Party may maintain one copy of the Disclosing Party's Confidential Information in a secure location for the sole purpose of determining its continuing obligations of confidentiality and limited use under this Section 4.1.

4.2. Publications and Presentations.

(a) Mallinckrodt acknowledges that the WU principal investigator and other Institution employees participating in a Project ("Project Participants") have the right and academic duty to publish the Data (as defined in Section 4.3) and agrees that the Project Participants will be permitted to present at symposia or professional meetings and to publish in books, journals, and other media of their choosing, provided that the Project Participants comply with the provisions of this Section 4.2

(b) For Projects that are conducted jointly by Mallinckrodt and Institution, it is anticipated that the Data will be published jointly.

(c) Each party will acknowledge the collaboration and contribution of Funding set forth herein and materials, as appropriate, in any such publication or presentation.

(d) Qualification for authorship and contributorship will be determined in accordance with the "Recommendations for the Conduct, Reporting, Editing and Publication of Scholarly Work in Medical Journals"

published by the International Committee of Medical Journal Editors. All publications and presentations will carry a disclaimer that the contents are the responsibility of the authors and do not necessarily represent the official views of Mallinckrodt or Institution, as applicable.

(e) In the event the parties do not publish the Data jointly, Institution will have the first opportunity to publish the Data. For independent publications (including, presentations, press releases, publications in books, journals and other media,) by either party, the party seeking to publish (the "Publishing Party") shall provide the other party (the "Reviewing Party") with a draft of the proposed publication for review at least thirty (30) days prior to submission for publication to determine if such publication or presentation will disclose any Confidential Information of the Reviewing Party or disclose information that will result in a loss of Reviewing Party's patent rights ("Patentable Information"). The Reviewing Party will have thirty (30) days after receipt to review the copy or summary for specific matter which is the Reviewing Party's Confidential Information or Patentable Information and provide the Publishing Party with a written request for removal of Reviewing Party's Confidential Information or a delay in publication in order to permit the Reviewing Party to protect Patentable Information. If such a request is received within the thirty days and such request concerns Confidential Information, the Parties will have an additional thirty (30) days (for a total of sixty (60) days) to agree upon removal or revisions to protect the Reviewing Party's Confidential Information. If such a request is received within the thirty days and such request concerns Patentable Information, the Publishing Party may, at its option, delete the Patentable Information and publish the manuscript or make the presentation, or postpone publication or presentation for not more than an additional sixty (60) days in order that patent applications may be filed. Upon completion of this publication process or, if applicable, confidentiality is specifically waived under Section 4, the Publishing Party shall proceed with publication. The Reviewing Party shall not encumber publication by the Publishing Party other than to remove the Reviewing Party's Confidential Information.

4.3. Access to Data. Institution and the principal investigator(s) shall provide a true and complete copy of, and shall grant to Mallinckrodt a worldwide, non-exclusive, royalty-free, right and license (with the right to sublicense) to access, refer to, and otherwise use, any and all research data generated as part of the Projects (collectively, the "Data") for any and all purposes, including, without limitation, for use in Mallinckrodt's regulatory filings.

4.4. Invention Definitions. For the purposes of this Agreement, the term "Inventions" shall mean all ideas, inventions, developments, or discoveries (including, without limitation, any compositions of matter, procedures, technical information, processes, methods, devices, formulae, protocols, techniques, designs, drawings, methodologies, or biological or chemical material), whether patentable or not, that are first conceived, discovered, developed, or reduced to practice as part of, or arise out of, a Project. "Institution Invention" shall mean each Invention created solely by Institution, "Mallinckrodt Invention" shall mean each Invention created solely by Mallinckrodt, and "Joint Invention" shall mean each Invention created jointly by Institution and Mallinckrodt. In all cases, inventorship shall be determined according to U.S. patent law.

4.5. Rights to Inventions. Each party agrees to promptly disclose to the other party in writing each Invention (but in no event more than 30 days after such Invention has been disclosed to the appropriate technology transfer representative of the party), and will provide the other party with copies of all disclosures regarding such Invention. Unless otherwise provided in the applicable Project Statement, Institution shall own each Institution Invention, Mallinckrodt shall own each Mallinckrodt Invention, and the parties shall jointly own each Joint Invention. Each party shall execute and deliver all instruments and take all actions as may be necessary or reasonably requested by the other party to effectuate ownership of the Inventions in accordance with the preceding sentence. Unless the parties enter into a separate license agreement granting one party an exclusive license with respect to use of the other party's undivided joint interest in a Joint Invention, each party shall retain its rights to practice its undivided, one-half interest in each Joint Invention without the consent of and without accounting to the other. Each party hereby grants to the other party a limited, fully paid-up, royalty-free, irrevocable, non-transferrable, non-exclusive license to use such granting party's Inventions for the recipient's internal research and education purposes only. For the avoidance of doubt, such purposes do not include the use of the granting party's Inventions in the making, using or selling of any product offered for commercial sale or the performance of any service offered for commercial sale or use involving human subjects in a clinical trial.

4.6. License Option. Institution grants to Mallinckrodt an exclusive option (the "Option") to obtain an exclusive, worldwide license, with the right to grant sublicenses, to make, use, sell, have made, have sold, offer to sell, and import under Institution's rights in Institution Inventions and Joint Inventions. The terms of such license shall be

determined in accordance with Section 4.7. The exclusive option period will begin upon completion of the applicable Project (i.e., delivery of the final report) and end 180 days thereafter (or, if applicable, 90 days after the completion of a related/second phase of the Project to be funded by Mallinckrodt) (the "Option Period"). If, by the end of the Option Period, Mallinckrodt does not exercise its Option (by sending Institution written notice of Mallinckrodt's election to exercise the Option) or if, following Mallinckrodt's notice of its election to exercise the Option, the parties fail to execute a mutually acceptable licensing agreement within such Option Period, Institution shall thereafter be entitled to negotiate with a third party for a license to Institution's rights in Institution Inventions and/or Joint Inventions.

4.7. License Agreement. In the event that Mallinckrodt exercises its Option for an exclusive license as provided above, the parties agree to negotiate the terms and conditions of such license ("License Agreement") diligently and in good faith. The License Agreement will include (i) general terms and conditions and (ii) economic terms and diligence milestones that will be tailored to the specific Invention or Inventions being licensed. Economic terms and diligence milestones may include, if mutually agreed by the parties: (i) license execution fees, (ii) running (pass-through) royalty rate, (iii) sublicensing revenue sharing rate, and (iv) milestone payments for commercialization activities (e.g., IND approval, Phase I trial, Phase II trial, and commercial launch).

4.8. Patent Protection of Inventions. Any patent applications necessary to protect the proprietary positions of the parties in any of the Institution Inventions and Joint Inventions will be prepared and filed by Institution jointly in the names of Institution and Mallinckrodt, if a Joint Invention, and solely in Institution's name if an Institution Invention. Institution will provide Mallinckrodt with opportunities to review draft patent applications for Institution Inventions and Joint Inventions and to provide input on all substantive correspondence with U.S. and foreign patent offices. Notwithstanding the foregoing, if Mallinckrodt exercises its Option and the parties execute a License Agreement, Mallinckrodt may elect to control the preparation and prosecution of patent applications for such Inventions. For Inventions that are exclusively licensed to Mallinckrodt and for which Mallinckrodt elects to control patent prosecution, Mallinckrodt will provide Institution with opportunities to review and provide input on all substantive correspondence with U.S. and foreign patent offices.

4.9. Patent Expenses. If Mallinckrodt exercises its Option with respect to any Institution Invention or Joint Invention and Institution incurs patent preparation or prosecution expenses with respect to such Invention, then Mallinckrodt will reimburse Institution for such expenses upon execution of the applicable License Agreement. In such case, the parties agree that Institution's current outside patent counsel may be retained, subject to approval by both parties, to prepare and prosecute patent applications for such Inventions, and that such patent counsel will be expected to apply Institution's pre-negotiated discounted rates and, when applicable, discounted not-to-exceed fixed fees.

4.10. Equitable Relief. Each party hereby acknowledges and agrees that damages at law may be an inadequate remedy for any breach of its obligations under this Section 4, and, accordingly, each party agrees that the other party will be entitled to seek such temporary, preliminary, and permanent injunctive relief as may be necessary to remedy or limit such breach. The rights set forth in this paragraph shall be in addition to, and not in lieu of, any other rights which the aggrieved party may have at law or in equity.

5. Term and Termination

5.1. Term. This Agreement shall commence on the Effective Date and shall remain in effect for a period of five (5) years unless terminated earlier as set forth below. The parties hereto may, however, extend the term for additional periods as desired under mutually agreeable terms and conditions. In addition, in the event the term expires while any Project Statements are still outstanding, the term shall automatically continue solely with respect to such outstanding Project Statements, until such Project Statements are terminated or the work under such Project Statements is completed.

5.2. Termination

(a) This Agreement or any Project Statement may be terminated by either party for the material breach of any term or condition of this Agreement or the applicable Project Statement by the other party that remains uncured for 30 days after written notice thereof by the terminating party.

(b) In addition, either party may terminate this Agreement or any Project Statement hereunder upon sixty (60) days written notice to the other party.

(c) Upon termination of any Project Statement, Mallinckrodt's sole obligations to Institution with respect to the applicable Project Statement(s) shall be to return all Institution Confidential Information and pay any Early Termination Costs set forth in the applicable Project Statement. In no event will the Early Termination Costs be less than that amount sufficient to cover costs and non-cancelable obligations reasonably incurred or committed prior to the date of termination for work properly performed. The Early Termination Costs for any Project Statement shall not exceed the unpaid balance of the Funding due from Mallinckrodt under the applicable Project Statement. Termination of any Project Statement(s) shall not result in termination of this Agreement or any other Project Statement(s), which shall remain in force until terminated as provided in this Article 5. If either party desires to terminate this Agreement and all Project Statements, it shall so state in its notice of termination. .

5.3. Survival. The provisions of Sections 1.4, 1.5, 1.7, 4, 5.2, 5.3, 6, 7, 8 and 9 shall survive any expiration or earlier termination of this Agreement.

6. Data Privacy. Institution and Mallinckrodt agrees to comply with all applicable privacy laws, rules and regulations and agrees to maintain in confidence any personal data or protected health information that either party receives or has access to as part of or in the course of a Project. Institution and Mallinckrodt agrees to use reasonable and appropriate technical, organizational and physical controls to protect personal data from loss or destruction and unauthorized access, use, and disclosure. Institution acknowledges and agrees that any personally identifiable information and data transferred by Institution to Mallinckrodt, or any third party, shall be encrypted or transferred by other secured means so that such information and data is not readily identifiable. Each Party shall immediately notify the other upon becoming aware of a security vulnerability potentially compromising the confidentiality, integrity or security of any data or information and shall take all remedial actions necessary.

7. Records; Audit Rights.

7.1. Records. During the term of this Agreement and for a period of seven (7) years after the expiration or termination hereof (or such longer period as required by law), Institution shall maintain all records, documents and other information created under the Project Statement(s).

8. Indemnification; Limitation of Liability; Insurance.

8.1. Indemnification by Mallinckrodt. Mallinckrodt shall indemnify, defend and hold Institution harmless from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) to the extent arising out of third party claims relating to (i) the negligence or willful misconduct of Mallinckrodt, (ii) Mallinckrodt's failure to comply with applicable laws, (iii) use of Inventions and Data by Mallinckrodt, or (iv) Mallinckrodt's breach of its obligations under this Agreement.

8.2. Indemnification by Institution. Institution shall indemnify, defend and hold Mallinckrodt and its affiliates and its and their officers, directors, employees and agents, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) to the extent arising out of third party claims relating to (i) Institution's negligence, willful misconduct or violation of applicable law, (ii) Institution's breach of its obligations under this Agreement, or (iii) use of Inventions and Data by Institution.

8.3. Limitation of Liability. EXCEPT IN CONNECTION WITH A BREACH OF SECTION 4.1, OR EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA), WHETHER IN AN ACTION BASED IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

8.4. Insurance. Each party shall obtain and maintain insurance coverage at the minimum scope and limits defined in Exhibit B attached hereto and incorporated herein by reference.

9. Miscellaneous.

9.1. Entire Agreement; Amendments; Severability. This Agreement (including all Project Statements issued hereunder) constitutes the entire agreement and understanding of the parties with respect to its subject matter, and shall supersede all oral negotiations and prior writings with respect thereto. This Agreement may be amended, modified or supplemented only by a written instrument duly executed by each of the parties. Any of the provisions of this Agreement which are determined to be invalid or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction.

9.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to any principles governing conflicts of law.

9.3. Headings. The section headings in the Agreements are for reference and convenience only and shall not be considered in the interpretation of the Agreements.

9.4. Publicity. Except as otherwise provided for in this Agreement, neither party shall use the name or trademark of the other party for any purposes whatsoever without the prior written consent of the party whose name is proposed to be used, unless required to do so to comply with applicable law or in connection with a required regulatory filing.

9.5. Assignment. The rights and duties of Institution are personal to Institution and may not be subcontracted, delegated, assigned or transferred by Institution without Mallinckrodt's prior written consent. Otherwise, this Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

9.6. Waivers. No term or provision of this Agreement will be considered waived and no breach consented to by either party unless such waiver or consent is in writing signed on behalf of the party against whom it is asserted. No consent to or waiver of a breach of this Agreement by either party, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this Agreement by such party.

9.7. Notices. Any notice or communication given pursuant to this Agreement shall be deemed effective upon receipt, and shall be in writing and (a) delivered personally, (b) sent by commercial overnight courier with written verification of receipt, (c) sent by certified or registered U.S. mail, postage prepaid and return receipt requested, to the party to be notified, or (d) sent by confirmed facsimile or e-mail transmission. Notices to Institution shall be sent to the address on the first page of this Agreement. Notices to Mallinckrodt shall be sent to Institution's primary contact at Mallinckrodt, with copy to Mallinckrodt's General Counsel at the address on the first page of this Agreement.

9.8. Compliance with Applicable Law. Each party shall perform its obligations under this Agreement and any Project Statement in accordance with all applicable laws, rules and regulations.

9.9. Equal Employment Opportunity. The parties hereby incorporate by reference the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

9.10. Fair Market Value. The parties acknowledge and agree that the payments received by Institution under this Agreement are consistent with fair market value for the work performed, are based on arms-length bargaining, and are consistent with the value of similar services. The parties acknowledge and agree further that the fees and Funding provided hereunder are not and have not been determined in a manner which takes into account the volume or value of any referrals or business otherwise generated by Institution for Mallinckrodt. The parties acknowledge and agree further that the performance of each party's obligations hereunder will not involve the counseling or promotion of any activity that violates any state or federal law.

9.11. Financial Disclosure. Institution understands and acknowledges that Mallinckrodt may document, collect, and track financial and other information regarding certain transfers of value by Mallinckrodt to Institution, and certain

transfers of value by Institution to any healthcare professionals and healthcare institutions, in connection with this Agreement and any Project Statement and report such information to state, federal and/or other legal authorities in order for Mallinckrodt to comply with any and all relevant state, federal and/or other laws requiring such disclosure, including, without limitation, Section 2002 of the Affordable Care Act (the Federal Physician Payment Sunshine Act).

9.12. Force Majeure. Neither party shall be liable for any failure to perform, or any delay in performing, its obligations under this Agreement that arises out of, is caused by, or results from an event beyond its reasonable control. If any such event does occur, the party subject thereto shall use commercially reasonable efforts to resume performance as soon as practicable.

9.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same instrument.

[EXHIBITS IMMEDIATELY FOLLOW]

EXHIBIT A
FORM OF PROJECT STATEMENT

PROJECT STATEMENT NO. ___
by and between [INSERT MNK ENTITY] (“Company”) and
The Washington University (“Institution”)
Attached to
MASTER COLLABORATION AGREEMENT
by and between
Mallinckrodt LLC (“Mallinckrodt”) and
Institution

This Project Statement by and between Company and Institution is executed pursuant to the Master Collaboration Agreement by and between Mallinckrodt and Institution dated as of _____, 20__ (the “Agreement”), and, upon execution by the parties below, shall be deemed to be a part thereof. Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Agreement.

In consideration of the mutual promises contained in the Agreement and for other good and valuable consideration the receipt and adequacy of which each of the Parties does hereby acknowledge, the Parties hereby agree to the terms of this Project Statement #___ for the Project entitled “_____”.

Institution Principal Investigator:

Company Principal Investigator:

Project Term:

Description of the research: Please see Exhibit I

Budget and Payment Schedule: (include attached budget sheet)

Materials Provided by Institution:

Materials Provided by Company:

Institution Deliverables:

Company Deliverables:

Early Termination Costs:

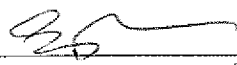
Additional Terms:

[additional or revised terms needed for human subjects research]

IN WITNESS WHEREOF the Parties have executed this Project Statement # ____ intending it to take effect as an instrument under seal as part of the Agreement as of _____, 201__.

Company

The Washington University

By: 
Name: STEVEN J. ROMANO, MD
Title: CHIEF SCIENTIFIC OFFICER
Date: 07/17/18

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT B
INSURANCE COVERAGE MINIMUMS

1. Commercial General Liability insurance (occurrence-based and including bodily injury and property damage combined and personal injury, products/completed operations and contractual liability) Minimum limits \$1 million per occurrence / \$2 million annual aggregate for bodily injury, personal injury and property damage.
2. Workers' Compensation Insurance as required by the state in which work is being done and Employer's Liability Insurance with minimum limits of \$500 thousand per accident for bodily injury or disease.
3. Umbrella/Excess Insurance with \$5 million minimum limit. The umbrella/excess policies shall be no less restrictive than the primary policies.
4. Errors and Omissions liability insurance. Coverage for professional errors, act or omission arising out of the performance under this Agreement. Minimum limit: \$2 million each claim and in the aggregate.

The Commercial General policies shall either include broad form (blanket) additional insured endorsements or expressly be endorsed to include Mallinckrodt as an Additional Insured on a Primary and Non-contributory basis and shall not include cross liability exclusion. Where applicable and allowable by law, all liability policies shall include a Waiver of Subrogation in favor of Mallinckrodt. Any combination of primary and umbrella/excess limits required to meet the limits is acceptable. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than AVI.