

MASTER SERVICES AGREEMENT

BETWEEN

NOVARTIS INSTITUTES FOR BIOMEDICAL RESEARCH, INC.

AND

IVAN FRANKO NATIONAL UNIVERSITY LVIV

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Master Services Agreement**") is entered into as of as of **15/08/2022** ("**Effective Date MSA**") by and between:

1. **Novartis Institutes for BioMedical Research, Inc.**, registered under the laws of the United States of America with its registered office located at 250 Massachusetts Ave, Cambridge, MA 02139, ("**Novartis**"); and
2. **IVAN FRANKO NATIONAL UNIVERSITY LVIV**, registered under the laws of United States of America with its registered office located at 1 Universytetska St, LVIV, 79000, ("**Supplier**").

Preliminary Statements

- A. Novartis researches, develops, manufactures and distributes a range of pharmaceutical/biopharmaceutical products in a variety of therapeutic areas. Novartis and its Affiliates require certain services in connection with their respective businesses.
- B. Supplier is experienced in providing the required services and Novartis wishes to enter into a framework agreement in order to provide terms and conditions under which it and its Affiliates may order services from Supplier and/or Supplier Affiliates.

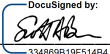
Now therefore, the Parties agree:

1. Definitions | Structure of Agreement | Ordering Procedure

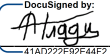
- 1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalized expressions shall have the meanings set out in the main body to this Agreement, **Annex-A** (Definitions) or in the relevant Annex in which that capitalized expression appears.
- 1.2 This Agreement is a framework agreement detailing general terms and conditions that govern the performance of the Services.
- 1.3 Novartis and the following US based Novartis Affiliates (i) Eon Labs, Inc., a Delaware corporation; (ii) Fougera Pharmaceuticals, Inc., a New York corporation; (iii) Novartis Corporation, a New York corporation; (iv) Novartis Latin America Services, Inc., a Delaware corporation; (v) Novartis Pharmaceuticals Corporation, a Delaware corporation; (vi) Novartis Services, Inc., a Delaware Corporation; (vii) Novartis Vaccines & Diagnostics, Inc., a Delaware corporation; (viii) Sandoz Inc., a Colorado corporation; (ix) Novartis Institutes for BioMedical Research, Inc., a Delaware corporation; (x) Novartis Institute for Functional Genomics, Inc., a Delaware corporation; (xi) Advanced Accelerator Applications USA, Inc., a Delaware corporation; and (xii) Novartis Gene Therapies Inc. (FKA AveXis, Inc.), a Delaware corporation, may procure Services under this Agreement by executing a SOW (in a form materially the same as in **Annex-E** (Form of Statement of Work)) or issuing a Purchase Order, both in accordance with the terms and conditions of this Agreement. Other Novartis Affiliates (which are not mentioned in this Clause 1.3 by name) may only affiliate to this Agreement via a written Affiliate Agreement in accordance with Clause 1.5.
- 1.4 Novartis or Novartis Affiliates which are mentioned in Clause 1.3 by name may choose to issue a Purchase Order under this Agreement instead of a SOW. In those circumstances, all references to SOW hereunder shall be replaced with term Purchase Order as if the same.
- 1.5 Where requested by a local Novartis Affiliate(s), Supplier will, or will procure that its relevant Affiliate will, enter into an Affiliate Agreement (in a form materially the same as in **Annex-F** (Form of Affiliate Agreement)). For the Novartis Affiliates which are mentioned in Clause 1.3 by name, an Affiliate Agreement is not mandatory in order to use the terms and conditions of this Agreement. No Affiliate Agreement is required to be executed by the Parties to this Agreement.
- 1.6 Rights under this Agreement may only be enforced against or exercised by and between the Parties (excluding for this purpose their Affiliates and respective Personnel), save that Affiliates of Novartis may directly enforce any indemnity under this Agreement. Novartis and Supplier agree that in no event will Novartis be liable for any obligations of its

SIGNATURES AND EXECUTION BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES

Novartis Institutes for BioMedical Research, Inc.

By:  _____
DocuSigned by:
334869818F514B4...
Name: **Scott Brown**
Title: **VP CAO**
Date: **15-Aug-22 | 8:24:00 PM GMT**

IVAN FRANKO NATIONAL UNIVERSITY LVIV

By:  _____
DocuSigned by:
41AD222292E44F2...
Name: **Roman Gladyshevskii**
Title: **Prof.**
Date: **12-Cep-22 | 7:21:56 AM GMT**

Annex B – Service Types, HCP and Novartis Policies

1. Service Types

Supplier confirms that it has the capabilities and experience to provide the service types listed in the table below and highlighted as being applicable for this Agreement:

Service Type	Description of Services	Service Type Applicable for this Agreement?
Consultancy Services (excluding IT)	General professional consultancy and advisory services (excluding IT consultancy or other specific forms of consultancy and advisory services otherwise described in this Annex) which may or may not involve the delivery of Deliverables as such consultancy and advisory services may be further specified in the relevant SOWs/Purchase Orders.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Scientific Services	Services relating to analytical services, scientific or medical consultancy, technical feasibility studies, animal related studies, in vitro (non-analytical) services, collaborations, biological or chemical synthesis services, regulatory services), tools to be used etc.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Clinical Services	Services relating to data collection, clinical monitoring, medical writing, clinical research, sample analysis, tools to be used, etc. but at all times excluding clinical trials	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Primary Market Research	Services include but are not limited to fieldwork services in the area of primary market research projects and related market research services such as design, analysis and provision of reports or such other work as may be agreed by the Parties and specified in a SOWs/Purchase Orders.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Secondary Market Research	Services include but not limited to secondary market research projects which involve research/analysis of data that has already been collected by a third party other than directly on behalf of Novartis as more particularly specified in the relevant SOWs/Purchase Orders.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
PR and Marketing Services	Services relating to designing, building and implementation of public relations and events/events on a project basis. In addition, it may involve an advisory role with respect to all aspects of public relations work for the assigned area of responsibility as well as for voting discussions.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Technical Services for Trade Fairs and Events	Services concerning advice, development and/or performance of services in the field of presentation and event technology at trade fairs and events, which may include organizing internal and external meetings/workshops/event.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
NOT USED	NOT USED	Yes <input type="checkbox"/> No <input type="checkbox"/>

2. Novartis Policies

Pursuant to Clause 7.1(d) of the Agreement, the following Novartis Policies, which are attached to the end of this Agreement or incorporated by reference to a publicly available hyperlink referenced below, and which form an integral part of this Agreement and Supplier acknowledges and confirms that is has been notified of the same:

(a) Novartis Third Party Code

<https://www.novartis.com/sites/novartiscom/files/novartis-third-party-code-v-2.pdf>