# Appendix 8- Definitions

**Applicable Laws means** all applicable national and international laws, ordinances, rules, regulations, guidelines and lawful orders of any public authority or regulatory authority whether existing at present or later enacted, bearing on the performance of this Agreement or in any manner affecting the Studies and/or Follow-On Study(ies), including without limitation, if applicable and when in force, i) the Code of Federal Regulations, Title 21 (21CFR); ii) the Good Clinical Practice GCP; iii) Directive 2001/20/EC of 04 April 2001 on the approximation of the laws, regulations and administrative provisions of the EU Member States relating to the implementation of good clinical practice in the conduct of clinical trials on medicinal products for human use and Regulation (EU) N° 536/2014 of the European Parliament and the Council of 16 April 2014 on clinical trials on medicinal products for human use, repealing Directive 2001/20/EC; iv) Commission Directive 2005/28/EC of 08 April 2005 laying down principles and detailed guidelines for good clinical practice as regards investigational medicinal products for human use, as well as the requirements for authorisation of the manufacturing or importation of such products; v) the EU Directive 95/46/EC of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the future Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the Privacy Act 1988 and any other legislation, code or guideline which relates to the protection of personal information applicable to the Study and/or Follow-On Study(ies); any and all applicable local regulation (the "Privacy Laws"); vi) the EU Member States' laws and regulations transposing these Directives into national law; vii) the provisions of the national laws and industry and professionals codes governing anti-bribery and anti-kickback practices and; viii) the most recent version of the World Medical Association Declaration of Helsinki entitled "Ethical Principles for Medical Research Involving Human Subjects".

**Clinical Trials Agreement or CTA means** the Clinical Trials Agreement with an effective date of 19 April 2007 entered into between GSK, BIG and IJB/ BREAST in the context of the Studies, including all appendices and amendments.

**Executive Committee** (EC) **means** a sub-committee of the SC. The EC shall consist of core members (including the chair or co-chairs of the SC) and members representing collaborative groups and individual study sites. The EC shall serve as an advisory committee to the SC and also as a rapid decision making body to Joint Study Management Team (JSMT) when necessary.

**Research Project Proposals Coordinator ("**RPPC**") means** the individual in charge of collecting all the Research Project Proposals and coordinating the review across the partners involved in the feasibility assessment, the TrAC, the EC and the SC.

**Independent Statistical Team means** the team of statisticians and programmers working for Frontier Science (a subcontractor of BIG per section 3.8). This team shall be responsible for statistical design, analysis and programming and shall function independently of the sponsor.

**Intellectual Property Rights (IPR)) means** any and all trademarks, copyright, designs, databases, inventions, know-how, confidential information and Patents whether registered, unregistered or

applications for the same, including any registrations resulting from such applications and any other rights or a similar nature anywhere in the world;

**Investigator means** the clinician who screen, enter and treat patients in the Studies.

**Joint Study Management Team (JSMT) means** the representatives from BIG, Novartis (and previously GSK) and IJB/BREAST, including any relevant subcontractors, responsible for the daily conduct of the study. The Joint SMT reports to the SC and EC.

**Patents means** any and all patent applications and patents including petty patents, author certificates, inventor certificates, utility certificates, improvements and improvement patents and models and certificates of addition and all foreign counterparts of them and including any divisions, renewals, continuations, continuations-in-part, extensions, reissues, substitutions, confirmations, registrations, revalidations or additions of or to them, as well as any post-expiry extensions of patent protection in respect of them, existing or arising anywhere in the world.

**Policy means** the Policy for access to Study Data and Residual Biological Samples.

**Research Project Proposals means** new, independently-funded research projects, conducted outside the Studies' Protocols and using Residual Biological Samples and/or Data, which may be proposed by investigators participating in the Studies and by the wider scientific community.

**Steering Committee (SC) means** the group of representatives from Participating Groups / Participating Centres / Investigators, Novartis (and previously GSK), BIG, IJB/BREAST, and subcontractors as relevant. The SC shall take all major study decisions. Specific rules (SC Guidelines) for the governance of the SC shall be developed jointly by BIG and Novartis (and previously GSK). The SC Guidelines will be developed prior to the first Steering Committee meeting and may be amended as needed during the course of the Studies.

**Studies means** the ALTTO and NeoALTTO Studies.

**Studies' Protocols means** the documents describing the procedures of the Studies and requiring review and approval by Ethics Committees in order for a center to participate. The protocol numbers are BIG 2-06 / EGF 106708 for ALTTO and BIG 1-06 / EGF 106903 for NEO-ALTTO. This Agreement shall incorporate the final agreed version of the protocols and all subsequent amendments thereto.

**Sub-Study means** one or more additional study(-ies) that are conducted within the overall Protocol, with the objective of collecting additional data and/or testing other hypotheses in relation to the Study population or a subset of the Study population, using Data, Biological Samples or both. The Sub-Study can be performed as of the signature date of the Clinical Trials Agreement, provided that such Sub-Study is fully described in the Protocol. The funding of such Sub-study(-ies) is included in the Study budget. Additional Sub-Study(-ies) may be added by amendment of the Protocol; Sub-Studies are a part of the Studies.