

ATTACHMENT 1

TERMS AND CONDITIONS

Any capitalized terms used in these Terms but not otherwise defined will have the meanings ascribed to them in the Cover Sheet. If there is any conflict or inconsistency between the terms of the Cover Sheet and these Terms, then the Cover Sheet will control solely to the extent of the conflict or inconsistency. Subject to section 9 herein, if there is any conflict or inconsistency between these Terms and any appendix attached to these Terms, then these terms will control solely to the extent of the conflict or inconsistency unless these Terms expressly state otherwise.

1. Certain Definitions. As used in this Agreement, the following terms will have the following meanings:

1.1 “**Affiliate**” with respect to either party means any corporation or other legal entity other than that party in whatever country organized, controlling, controlled by or under common control with that party. The term “control” means the power, direct or indirect, to elect or appoint more than fifty percent (50%) of the directors or trustees, or to cause direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

1.2 “**Application**” means the application attached hereto as **Appendix A**.

1.3 “**Budget**” means the budget for the Sponsored Research provided in the Application.

1.4 “**IP Agreement**” means the intellectual property agreement of LLS attached hereto as **Appendix B**.

1.5 “**Research Misconduct**” means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest error or differences of opinion. As used in this definition, (i) “fabrication” means making up data or results and recording or reporting them; (ii) “falsification” means manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record; and (iii) “plagiarism” means the appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.

1.6 “**Research Plan**” means the plan of research described in the Application.

1.7 “**Sponsored Research**” means research funded by LLS to be conducted by the Grantee in accordance with the Research Plan and this Agreement.

2. Term and Termination.

2.1 Term. The term of this Agreement will commence on the Effective Date and expire upon delivery of all final reports required under Section 4 below (“**Term**”), unless earlier terminated by either party as set forth in this Section 2 or extended as set forth in Section 3.2.1 or in a writing signed by authorized representatives of both parties.

2.2 Termination for Breach. If Sponsoring Institution fails to meet any of its material obligations under this Agreement and does not remedy such failure within sixty (60) days following receipt of written notice thereof from LLS, then LLS will have the right to terminate this Agreement effective upon provision of written notice thereof to Sponsoring Institution.

2.3 Termination for Convenience. Sponsoring Institution acknowledges that LLS’s continued funding of the Sponsored Research is contingent on the availability of funds and the progress of the Sponsored Research. Accordingly, LLS will have the right to unilaterally terminate this Agreement at any time in its sole discretion by giving thirty (30) days’ advance written notice thereof to Sponsoring Institution.

2.4 Termination for Unavailability of Grantee. If the Grantee resigns or otherwise becomes unavailable and Sponsoring Institution and LLS are unable to agree upon a successor within thirty (30) days after LLS is so notified, then LLS may terminate this Agreement on fifteen (15) days’ written notice to Sponsoring Institution.

2.5 Termination by Mutual Consent. LLS and Sponsoring Institution may terminate this Agreement at any time by mutual written consent.

2.6 Effect of Termination. Upon expiration or termination of this Agreement, Sponsoring Institution must return to LLS a prorated amount of unexpended funds covering any post-termination period for which Sponsoring Institution received funding. Expiration or termination of this Agreement will not relieve the parties of any obligation accruing prior to such expiration or termination.

2.7 Surviving Provisions. The provisions of Sections 2.6, 2.7, 3.3, 4, 5.1, 6-12 and all defined terms used therein will survive the termination or expiration of this Agreement. For the avoidance of doubt, the IP Agreement, including the royalty obligations therein, will remain in full force and effect regardless of any expiration or termination of this Agreement.

3. Sponsored Research.

3.1 Performance. Subject to the terms of this Agreement, Sponsoring Institution through Grantee agrees to perform the Sponsored Research in accordance with the Research Plan and Budget. The Research Plan may be modified from time-to-time by mutual agreement of LLS and the Grantee, provided that any changes in the scope of the Sponsored Research will be set forth in writing and approved by both LLS and Sponsoring Institution. Sponsoring Institution must ensure that Grantee does not enter into any agreement or participate in any activity that would prohibit the disclosure of the Sponsored Research or obligate the Grantee to undertake research for the exclusive benefit of the Sponsoring Institution. For the avoidance of doubt, the preceding sentence does not restrict Grantee from applying for or receiving any sponsored research funds or directly soliciting funds from sources currently not funding LLS.

3.2 Grantee.

3.2.1 The Sponsored Research will be performed by the Grantee at the facilities of Sponsoring Institution. Sponsoring Institution must promptly notify LLS if the Grantee will cease to perform the Sponsored Research during the Term for any reason, with such notification detailing whether the Grantee is taking a leave of absence from Sponsoring Institution; relocating or transferring to a different research institution; or otherwise being incapacitated or departing the Sponsoring Institution.

3.2.2 If Grantee is taking a leave of absence from Sponsoring Institution of greater than thirty (30) days, then Sponsoring Institution may request suspension of the Sponsored Research or appointment of another investigator to serve as interim grantee pending Grantee's return. LLS may accept or deny such suspension or appointment request in its sole discretion. If LLS consents to a suspension request, then LLS will suspend funding of the Sponsored Research until the return of Grantee, and the Term will be extended for a period equal to the duration of the suspension.

3.2.3 If Grantee is otherwise incapacitated or departs Sponsoring Institution during the Term, then Sponsoring Institution may name a substitute Grantee (who will thereafter be referred to as Grantee for purposes of this Agreement), within thirty (30) days of the then-current Grantee's withdrawal from the Sponsored Research subject to the approval of LLS, which approval may be withheld in LLS's sole discretion.

3.2.4 If the parties are unable to agree upon suspension of the Sponsored Research assignment of this Agreement or a substitute Grantee (as applicable), then LLS may terminate this Agreement in accordance with Section 2.4 above.

3.3 Grantee Obligations. Sponsoring Institution will require the Grantee to acknowledge the provisions of Sections 3.1, 6, 7 and 8 of this Agreement ("**Grantee Obligations**"). Sponsoring Institution will be responsible for Grantee's compliance with such provisions, and any breach by Grantee of any Grantee Obligations will be deemed a breach by Sponsoring Institution.

3.4 **Transfers:** Only one transfer per Grant is allowed. Sponsoring Institution must receive permission from LLS for transfer of this Grant should the Grantee relocate to another institution. Sponsoring Institution must complete a transfer application form (requested from Researchprograms@lls.org) and submit it at least thirty (30) days prior to the contemplated change. Failure to notify LLS of a transfer may result in a termination of this Grant retroactively to the date of separation from the original institution. This Grant may not be transferred to a laboratory, clinic or other research facility that is not affiliated with a tax-exempt, not-for-profit institution. Relocations will be reviewed on a case-by-case basis. **Grantee must verify that their new institution will accept the terms of this Grant exactly as written in this Agreement, prior to submission of a transfer request. If LLS consents to the transfer, the original Sponsoring Institution must transfer their obligations under this Agreement to the new institution, which must accept the transfer of those obligations in a written transfer document to be provided by LLS prior to any payments being remitted to the new institution. Upon such a transfer, the new institution will be deemed the “Sponsoring Institution” for purposes of this Agreement.**

3.4.1 If a transfer occurs after a payment(s) has been made to the original Sponsoring Institution, the return of funds to LLS must be pro rata, that is the proportion of the total payment that corresponds precisely to the effective date of transfer. If for any reason, funds are expended in excess of the pro rata apportionment, it will be the responsibility of the original Sponsoring Institution to make restitution to LLS in the event of transfer or premature termination of the Grant.

3.4.2 If a Grantee transfers in the middle of a quarter, the appropriate partial payment will be made to the new and/or former Sponsoring Institution with the next quarterly payment. Subsequent payments will then be adjusted to match LLS’s established quarterly payment schedule.

4. **Reporting Requirements.** As a condition of the receipt of LLS funding, and subject to LLS’s rights to withhold funding and/or terminate this Agreement as described in this Agreement, Sponsoring Institution will ensure that Grantee submits the reports described in this Section 4. **Please refer to the chart on cover sheet for detailed submission dates.**

4.1 **Progress Reports.** Grantee will submit progress reports by May 1 of each year during the Term, except for the final year of the Term, when the final progress report is due within sixty (60) days of when the Agreement expires (or, such other date as mutually agreed upon by Sponsoring Institution and LLS if, for example, the agreement is extended or terminated early). Each progress report must include an updated summary written for the lay public, which reflects the progress made since the original Application was submitted. Progress reports must use the most current template provided by LLS and must be submitted through the online portal at <http://lls.fluxx.io>.

4.2 **Patent/Invention Disclosure Reports.** The Sponsoring Institution will have its patent officer or other appropriate designated official submit at least one annual patent/invention disclosure report detailing any patent or intellectual property activity during the year at the Sponsoring Institution. This report must be submitted by May 1st of each year during the Term, except for the final year of the Term, when it is due within sixty (60) days of when the Agreement expires (or, such other date as mutually agreed upon by Sponsoring Institution and LLS if, for example, the agreement is extended or terminated early). Patent/Invention disclosure reports must use the most current template provided by LLS and must be submitted through the online portal at <http://lls.fluxx.io>. **In the event that a patent application that claims a Funded Invention (as defined in the IP Agreement) is filed at any time during Term or thereafter, the Sponsoring Institution will send LLS a copy of the patent application no later than thirty (30) days after the filing date. The Patent/Invention disclosure report will also refer to any applicable filings.**

4.3 **Financial Reports.** Sponsoring Institution will have its financial officer submit annual financial reports each year of the Term detailing how the LLS funds provided under this Agreement were expended during the applicable year and the cumulative totals. This report will be submitted within sixty (60) days after each anniversary date of the Effective Date during the Term. Sponsoring Institution also agrees to submit a cumulative final financial report within sixty (60) days of when the Agreement expires (or, such other date as mutually agreed upon by Sponsoring Institution and LLS if, for example, the agreement is extended or terminated early). Financial reports must use the most current template provided by LLS and must be submitted through the online portal at <http://lls.fluxx.io>. Subject to any carryover rights set forth in the Cover Sheet, the Sponsoring Institution agrees to repay to LLS any portion of the grant from LLS that is not used for the Sponsored Research and to return to LLS any unexpended grant funds at the end of each year during the Term.

5. Grant Funding. In consideration for the performance by Sponsoring Institution of its obligations under this Agreement, and subject to LLS's rights to withhold funding and/or terminate this Agreement as described in this Agreement, LLS will provide Sponsoring Institution grant funding in accordance with the Cover Sheet. Sponsoring Institution acknowledges that it must limit indirect costs as set forth in the Cover Sheet. Sponsoring Institution will not be obligated to expend funds in excess of those provided under this Agreement to conduct the Sponsored Research.

5.1 Timing. Payments will be mailed on or about the last day of each calendar quarter (December, March, June and September) to the Sponsoring Institution. However, the final payment will be made only after receipt by LLS of satisfactory final reports mentioned above (Progress, Patent/Invention Disclosure and Financial). If, for any reason, funds are expended in excess of any monthly designated amount set forth in the Budget, it will be the responsibility of the Sponsoring Institution to make restitution to LLS in the event of transfer or premature termination of the Agreement. **Please refer to the chart on cover sheet for a detailed payment schedule.**

5.2 Disbursements. The Sponsoring Institution will be responsible for disbursing funds to the Grantee in accordance with the Budget, as approved by LLS.

5.3 Requirements. The funds awarded will be used solely for the purposes specified in the Application and in strict compliance with the Budget. The funding restrictions set forth in the Cover Sheet will apply. Subject to such restrictions, Sponsoring Institution will be permitted to reallocate funds from Direct Costs to Indirect Costs or vice versa without the prior written approval of LLS. Reallocation of funds in excess of what is allowed requires prior written approval from LLS. To obtain permission, this request must be made in an email to researchprograms@lls.org.

5.4 Carryforward: Sponsoring Institution will be permitted to carryover up to 15% of the funds from one grant year to the next during the Grant Term without prior written approval of LLS. Sponsoring Institution must obtain LLS's prior written approval for carryover amounts greater than 15%. To obtain this permission, a request must be made in writing to researchprograms@lls.org. Approval by LLS to carryover funds does not extend for more than one year during the Grant Term.

6. Compliance.

6.1 Research Guidelines. The Sponsoring Institution will comply with any and all federal, state and/or local guidelines that may affect the Sponsored Research. Grantee and Sponsoring Institution must immediately report any instances of non-compliance. Failure to do so may result in the suspension or termination of this Agreement.

6.2 Human Subjects. Sponsoring Institution will ensure that Grantee obtains prior written approval from the Sponsoring Institution's Institutional Review Board (or equivalent institutional authority) ("**IRB**") for the protection of human subjects before undertaking any form of human subject research. An original executed copy of this approval must be submitted to LLS within ten (10) days after such approval is obtained. With respect to research projects that do not deal with human subject research, Sponsoring Institution must furnish to LLS a letter executed simultaneously with this Agreement stating that: "*The research project does not involve the use of human subjects or human tissue.*" Sponsoring Institution agrees, and will ensure that Grantee agrees, that any deviation from such research projects that will involve human subject research will not be undertaken unless prior written approval from the IRB is obtained. Any such approvals must be forwarded to LLS within ten (10) days of approval. If the IRB disapproves of any changes from the original Application, then LLS in its sole discretion reserves the right to modify or terminate this Agreement.

6.3 Animal Subjects. LLS adheres to the most current guidelines applicable to the care and treatment of animals used in laboratory work as outlined by the National Institutes of Health ("**NIH**"). Sponsoring Institution acknowledges, and will ensure that Grantee acknowledges, that the Application includes a statement indicating that Sponsoring Institution meets and adheres to these guidelines, and Sponsoring Institution must provide LLS with an accompanying letter signed by the Institutional Animal Care and Use Committee, or equivalent institutional body, confirming the same. Those research projects that do not involve the use of laboratory animals must so state in the Application. If the animal use privileges of Sponsoring Institution and/or Grantee are suspended, then LLS must be notified within ten (10) business days of the suspension. LLS will take whatever action it deems appropriate, including suspension or termination of this Agreement. Failure to notify LLS of non-compliance with the guidelines on the use of laboratory animals will result in suspension or termination of this Agreement.

6.4 Biohazards. Sponsoring Institution acknowledges, and will ensure that Grantee acknowledges, that the statements in the Application concerning potential biohazards and the safeguards to be employed are accurate descriptions of the circumstances pertaining to this aspect of the Research Plan. Those research projects that do not involve the use of biohazards must so state in the Application. Failure to notify LLS of non-compliance with the stated safeguards on the use of biohazards will result in suspension or termination of this Agreement.

6.5 Recombinant DNA. Grantee and Sponsoring Institution acknowledge that the statement in the Application concerning recombinant DNA and the safeguards to be employed is an accurate description of the circumstances pertaining to this aspect of the research proposed in the Application. Projects which do not involve recombinant DNA must so state in the Application. Failure to notify LLS of non-compliance with these guidelines on the use of recombinant DNA will result in suspension or termination of this Agreement.

6.6 Research Integrity. Sponsoring Institution acknowledges that research misconduct by Grantee is contrary to the interests of LLS and the patients and their families, as well as to the integrity of research, and to the conservation of donor funds. Sponsoring Institution will cause Grantee to follow the Sponsoring Institution's policies as they relate to Research Misconduct. Sponsoring Institution represents and warrants that such policies are at least as rigorous as those followed by the NIH (Public Health Service Policies on Research Misconduct 42 CFR 93).

6.7 Translational Requirement. Any letters of approval required by this section 6 Compliance must be in English. If the original document is not in English, a translation must be provided by Grantee within seven (7) days of providing the original to LLS. Grantee must also provide a certified translation with thirty (30) days of providing the original to LLS.

7. Confidential Information. It is anticipated that in the performance of the Sponsored Research each party is likely to disclose (as applicable, each a "**Discloser**") to the other party (as applicable, each a "**Recipient**") certain Confidential Information.

7.1 Definition. "**Confidential Information**" means any information, including data, techniques, protocols or results, or business, financial, commercial or technical information, disclosed by Discloser to Recipient, that is reasonably necessary for performance under this Agreement and is identified as confidential at the time of disclosure. If such information is disclosed in non-tangible form (including orally or visually), then it must be identified as confidential at the time of disclosure and summarized with specificity in a writing marked "Confidential" and given to Recipient within thirty (30) days after such disclosure.

7.2 Exceptions. Notwithstanding the foregoing, "Confidential Information" under this Agreement will not include any information that (as shown by contemporaneously existing or created written records) (i) is or becomes publicly available through no wrongful act of Recipient; (ii) was known by Recipient prior to disclosure by Discloser; (iii) becomes known to Recipient after disclosure from a third party having an apparent bona fide right to disclose it; (iv) is independently developed or discovered by Recipient without use of Discloser's Confidential Information; or (v) is disclosed to another party by Discloser without restriction on further disclosure. The obligations of confidentiality and non-use set forth in this Section 7 will not apply with respect to any information that Recipient is required to disclose by applicable law, court order or other valid legal process provided Recipient promptly notifies Discloser prior to such required disclosure, discloses such information only to the extent so required, and cooperates reasonably with Discloser's efforts to contest or limit the scope of such disclosure.

7.3 Permitted Use of Confidential Information. Recipient will have the right to, and agrees that it will, use Discloser's Confidential Information solely for the purposes of (i) fulfilling its obligations under this Agreement; and (ii) exercising its rights under this Agreement.

7.4 Restrictions on Confidential Information. For a period of three (3) years after receipt of Discloser's Confidential Information, Recipient agrees that: (i) it will not use such Confidential Information for any purpose other than as specified under Section 7.3, including for its own benefit or the benefit of any other person or entity; and (ii) it will use reasonable efforts (but not less than the efforts used to protect its own confidential and/or proprietary information of a similar nature) to protect Discloser's Confidential Information. Further, Recipient will not disclose Discloser's Confidential Information to any other person or entity except only on a need-to-know basis to its and its Affiliates' employees, staff members and agents ("**Receiving Individuals**") who are directly involved in the performance of the Sponsored Research and who are informed of the confidential nature of such information, provided

Recipient will be responsible for compliance by Receiving Individuals with the terms of this Agreement and any breach thereof.

7.5 Ownership and Disposition. All Confidential Information disclosed pursuant to this Agreement will be and remain the property of the Discloser. Upon expiration or termination of this Agreement, if requested by Discloser and subject to any rights expressly granted under this Agreement, Recipient will return or destroy at Discloser's sole discretion all of Discloser's Confidential Information received in tangible form, provided that Recipient will be entitled to keep one copy of such Confidential Information in a secure location solely for the purpose of determining Recipient's legal obligations hereunder.

7.6 Right to Disclose. Discloser represents that to the best of its knowledge it has the right to disclose to Recipient all of Discloser's Confidential Information that will be disclosed hereunder. Each party reserves the right to disclose its own Confidential Information to any party at any time.

7.7 Inter-Institutional Agreements: If the Grantee has participating persons, facilities or elements at any Contract Research Organization (CRO) or has participating persons, facilities or elements at any research institution such as a university ('Participating Institution') outside the Sponsoring Institution, it is the responsibility of the Sponsoring Institution to subcontract with (those) CRO(s) or Participating Institution(s) on the same terms agreed to in this Agreement with LLS.

8. Acknowledgement and Publicity.

8.1 Press Releases. Sponsoring Institution will, and will ensure that Grantee will, acknowledge the support of LLS in any releases to the media regarding accomplishments made through support by LLS grant funds. The Sponsoring Institution and the Grantee will notify LLS at LLSResearchCommunications@lls.org at least seven (7) days prior to any advertising, promotion, publication, presentation or exhibition relating to the results of the Sponsored Research. Notification will include a copy of the materials intended for release, as well as the time, place and manner of disclosure.

8.2 Publicity Materials. Sponsoring Institution will, and will ensure that Grantee will, cooperate with LLS in connection with any written photographic, filmed, broadcast or any other forms of materials LLS elects to produce to publicize the Sponsored Research.

8.3 Acknowledgments. Sponsoring Institution will, and will ensure that Grantee will, include the following credit in any advertising, promotion, publication, presentation and/or exhibition produced by Sponsoring Institution or Grantee related to the Sponsored Research: "*Supported by a grant from The Leukemia & Lymphoma Society.*" Presentations or posters at major meetings at which the Sponsored Research is included must include the LLS logo in addition to this statement. The LLS logo is available upon request from LLSResearchCommunications@lls.org.

8.4 Donor Outreach. LLS's ability to award grants is dependent upon continued support from voluntary donations and LLS-sponsored events. Sponsoring Institution will ensure that Grantee will make all reasonable efforts to attend and participate in events when requested by LLS. In addition, when support for the Sponsored Research is, in whole or in part, provided by a donor to LLS, Sponsoring Institution agrees, and will ensure that Grantee agrees, as a condition of receiving funds under this Agreement, to participate in promotional/publicity activities (including meeting the board of trustees of the donor's affiliated organization, being interviewed for its newsletter, etc.) as requested.

8.5 Outcome Reporting. Sponsoring Institution will cause Grantee to cooperate with LLS after termination of this Agreement to determine how LLS funding influenced his/her career and how it may have contributed to new treatments, prevention or diagnosis for the applicable condition(s).

9. Patent and Intellectual Property Agreement. Patent and Intellectual Property Agreement. The IP Agreement is incorporated here by reference. If there is any conflict or inconsistency between these Terms and the Patent and Intellectual Property Agreement, then the latter will control to the extent of the conflict or inconsistency.

10. Indemnification. The parties acknowledge and agree that in entering into this Agreement and providing funds to Sponsoring Institution, LLS assumes no responsibility for any of the activities of the Sponsored Research, including any acts or omissions of Grantee. Sponsoring Institution will indemnify, defend and hold LLS harmless from any and all claims, damages, costs and expenses that may arise as a result of the Sponsored Research and the activities of the Grantee in connection with this Agreement unless caused by the willful misconduct or gross negligence of LLS and to the fullest extent authorized under the Constitution and laws of Sponsoring Institution's state, if applicable.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL LLS, OR ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, MEDICAL OR PROFESSIONAL STAFF, EMPLOYEES OR AGENTS BE LIABLE TO SPONSORING INSTITUTION, OR ANY OF ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, MEDICAL OR PROFESSIONAL STAFF, EMPLOYEES OR AGENTS, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE RIGHTS GRANTED HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH PARTY WILL BE OR HAVE BEEN ADVISED, WILL HAVE REASON TO KNOW OR IN FACT WILL KNOW OF THE POSSIBILITY OF THE FOREGOING.

12. Miscellaneous.

12.1 Relationship of the Parties. Nothing contained in this Agreement will be deemed to create a partnership or joint venture between the parties, and each of the parties will in all matters connected herewith be an independent contractor. Neither of the parties will hold itself out as the agent of the other, nor will either of the parties incur any indebtedness or obligation in the name of, or that will be binding upon, the other without prior written consent of such other party. No employees, agents or representatives of either party will be deemed employees, agents or representatives of the other. Sponsoring Institution and Grantee will have the sole right, in accordance with the Research Plan and this Agreement, to conduct, direct and control the Sponsored Research.

12.2 Notices. All notices, reports, waivers, consents, correspondence or other communications hereunder will be in writing and will be effective upon delivery to the recipient; provided, however, that delivery will be deemed to have occurred (i) when delivered by hand; (ii) three (3) business days after being mailed by certified or registered U.S. mail, return receipt requested; (iii) one (1) business day after being sent overnight express delivery by a recognized overnight courier service; or (iv) when transmitted by facsimile, email or other electronic means, provided that the sender receives confirmation of transmission, and sends a confirmation copy in one of the foregoing manners, to the address and point of contract set forth in the Cover Sheet. Either party may change its address by giving notice to the other party in the manner set forth in this Section 12.2.

12.3 Entire Agreement. This Agreement, together with the Cover Sheet and attached appendices, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understanding or written or oral agreements with respect thereto, whether express or implied.

12.4 Amendment; Waivers. This Agreement may be amended and any of its terms or conditions may be waived only by a written instrument executed by an authorized signatory of the parties. The failure of either party at any time or times to require performance of any provision hereof will in no manner affect its rights at a later time to enforce the same. No waiver by either party of any condition or term will be deemed as a further or continuing waiver of such condition or term or of any other condition or term. All rights, remedies, undertakings, obligations and agreements contained in this Agreement will be cumulative and none of them will be a limitation of any other remedy, right, undertaking, obligation or agreement of either party.

12.5 Severability. If any provision of this Agreement is or becomes invalid, is ruled illegal by any court of competent jurisdiction or is deemed unenforceable under then-current applicable law from time-to-time in effect during the term hereof, it is the intention of the parties that the remainder of this Agreement will not be affected thereby. It is further the intention of the parties that in lieu of each such provision which is invalid, illegal or unenforceable, there be substituted or added by a court of competent jurisdiction as part of this Agreement a provision which will be as similar as possible in economic and business objectives as intended by the parties to such invalid, illegal or unenforceable provision, but will be valid, legal and enforceable.

12.6 Assignment. LLS may assign this Agreement without Sponsoring Institution's prior written consent to an Affiliate or to a third party that succeeds to all or substantially all of LLS's business or assets relating to this Agreement whether by sale, merger, operation of law or otherwise; provided that such assignee or transferee promptly agrees in writing to be bound by the terms and conditions of this Agreement. Upon receiving LLS's prior written consent (such consent to be granted or withheld in LLS's sole discretion), Sponsoring Institution may assign this Agreement in whole to a research institution to which Grantee transfers or relocates ("**Successor Institution**"), provided that (i) Sponsoring Institution completes a transfer application form (requested from researchprograms@lls.org) at least thirty (30) days prior to the proposed date of assignment; (ii) the Successor Institution is affiliated with a tax-exempt, non-profit institution; and (iii) the Successor Institution agrees to the assignment of this Agreement in its entirety pursuant to a transfer document provided by LLS. If LLS consents to assignment to a Successor Institution and the assignment occurs after any payment(s) have been made to Sponsoring Institution, then Sponsoring Institution must return to LLS a pro rata amount of funds provided by LLS (where a pro rata amount is the proportion of the total payment that corresponds to the period after the effective date of transfer to the Successor Institution). If, for any reason, Sponsoring Institution expended funds in excess of the pro rata amount, then Sponsoring Institution must pay to LLS such excess amount. Subject to the foregoing, neither this Agreement nor any rights or obligations of either party under this Agreement may be assigned or otherwise transferred without the prior written consent of the other party.

12.7 Binding Effect. This Agreement will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns.

12.8 Force Majeure. Neither party will be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this Agreement, and which it has been unable to overcome by the exercise of reasonable efforts, provided that the party unable to perform its obligations will promptly notify the other party, will use reasonable efforts to avoid or remove such causes of nonperformance, will suspend performance only for such period of time as is necessary as a result of such force majeure event and will resume performance as quickly as possible.

12.9 Governing Law; Venue. This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to provisions concerning conflict of laws. Each party hereby irrevocably consents that any legal action or proceeding under, arising out of or in any manner relating to this Agreement will be brought in any state or federal court of competent jurisdiction located in the State of New York.

12.10 Interpretation. The parties hereto are sophisticated, have had the opportunity to consult legal counsel with respect to this transaction and hereby waive any presumptions of any statutory or common law rule relating to the interpretation of contracts against the drafter.

12.11 Confidential Terms. Except as expressly provided herein, each party agrees not to disclose any terms of this Agreement to any third party without the consent of the other party, except as required by securities or other applicable laws, to prospective and other investors and such party's accountants, attorneys and other professional advisors.

12.12 Counterparts; Facsimile. This Agreement may be executed in counterparts and delivered by facsimile with the same effect as an original.

12.13 Headings; "Include" and "Including". All headings are for convenience only and will not affect the meaning of any provision of this Agreement. Wherever the word "including" or "include" will appear in this Agreement, such term will be construed to mean "including" or "include, without limitation," as the case may be.

APPENDIX A

APPLICATION

See attached

Appendix B

The Leukemia & Lymphoma Society's Patent and Intellectual Property Agreement

The mission of The Leukemia & Lymphoma Society (LLS) is: Cure leukemia, lymphoma, Hodgkin's disease and myeloma, and improve the quality of life of patients and their families. In this regard, LLS recognizes that certain Inventions (defined below), potentially having public health, scientific, business, or commercial application or value, may be discovered or made in the course of research or development supported with funds furnished by the LLS. LLS desires that such Inventions be effectuated and brought into public use at the earliest possible time, and it recognizes that often this may be best accomplished through patenting and/or licensing of such Inventions.

The Parties receiving funding from LLS agree to the following provisions regarding patent and intellectual property rights and licenses resulting from research conducted by Investigator (as defined below) and funded in whole or in part by LLS.

This Patent and Intellectual Property Agreement (“**IP Agreement**”) forms part of the accompanying Grant Agreement between LLS and the Sponsoring Institution, executed concurrently herewith. Although intended to be consistent with the Grant Agreement, the terms of this IP Agreement supersede any conflicting terms of the Grant Agreement, to the extent any conflicting terms exist. Capitalized terms used but not defined in this IP Agreement will have the meaning given to such terms in the Agreement.

1. The following terms have the following meanings set forth below:
 - a. “**Administrative Fee**” shall mean the lesser of 15% of Gross Revenue or \$25,000.00.
 - b. “**Funded Invention**” shall mean any Invention conceived or reduced to practice, constructively or actually, by any Investigator in the course of performance of the research funded by this Grant.
 - c. “**Gross Revenue**” shall mean any and all revenues or other consideration (including equity) received by Sponsoring Institution resulting from the commercialization of any Funded Invention, including, but not limited to, the licensing, assignment, or optioning of rights to a Funded Invention or the enforcement of any Funded Invention, less (i) the Administrative Fee; (ii) all un-reimbursed, reasonable out-of-pocket patent costs that Sponsoring Institution incurs in obtaining patent rights covering and/or embodied by a Funded Invention; and (iii) payments received from third parties for reimbursement of reasonable patent prosecution costs incurred in obtaining patent rights covering and/or embodied by a Funded Invention that have not previously been reimbursed by third parties.
 - d. “**Invention**” shall mean any discovery, idea, formula, material, composition, machine, product, apparatus, program, software, work of authorship, use, method, process, or improvement thereof, which is potentially protectable by intellectual property rights, and all intellectual property rights covering and/or embodied therein including but not limited to associated patents, copyrights, trade secrets, and know-how.

e. “**Investigator**” means Grantee or any other staff member, employee, or student of Sponsoring Institution who participates in the research contemplated by the Application.

2. Title to, and responsibilities for, any Funded Invention shall reside in the Sponsoring Institution. All patent and other expenses for obtaining and maintaining rights to Funded Inventions shall be borne by Sponsoring Institution. Should Sponsoring Institution not pursue intellectual property protection for the Funded Invention, it must promptly notify LLS and provide LLS with the opportunity to pursue intellectual property protection on such invention, at least thirty (30) days (or such other mutually-agreed-upon timeframe) before the deadline for filing for such protection. Within ten (10) days of the Effective Date of this Agreement, the Sponsoring Institution must provide LLS with its intellectual property agreement in the English language. In the event Sponsoring Institution lacks a policy or procedure that requires assignment of ownership by Investigator to Sponsoring Institution of any Funded Invention, then title to any Funded Invention shall automatically reside in LLS. In the event this is the case, Sponsoring Institution shall confirm this to LLS in writing within ten (10) days of this Agreement.

3. Sponsoring Institution agrees to notify LLS in writing of the filing of all patent applications and all issuances to it of any and all patent rights covering and/or embodied by a Funded Invention within thirty (30) days following such filing(s). Copies of any filing and its disposition shall be sent to LLS within the same timeframe. This obligation shall continue throughout the term of this IP Agreement. Sponsoring Institution also agrees to provide to LLS a copy of any agreement to which it is a party related to the license, lease, sale, assignment or other disposition of a Funded Invention no later than thirty (30) days following the execution of such license agreement. LLS agrees that each such agreement provided by Sponsoring Institution is the Confidential Information of Sponsoring Institution and is subject to protection pursuant to the confidentiality provisions of the Grant Agreement. Sponsoring Institution agrees that until such time a Funded Invention is exclusively licensed, the Funded Invention shall be made available to other researchers and LLS as non-exclusive royalty-free technology transfer should a request be made to use the Funded Invention for research purposes only. Any non-exclusive royalty-free rights will be governed by a separate agreement between the Sponsoring Institution and other researchers, if appropriate and required by the Sponsoring Institution.

4. No pending patent application, issued patent, or other intellectual property covering and/or embodied in the Funded Invention shall be abandoned without first notifying LLS at least thirty (30) days in advance of such decision. At such time, Sponsoring Institution shall provide LLS with the reasonable opportunity to pursue IP protection. This opportunity shall be subject to the Sponsoring Institution’s obligations to all other sponsors of research, including, but not limited to, the Federal Government.

5. Sponsoring Institution agrees to pay LLS a share of all Gross Revenues derived from Sponsoring Institution’s commercialization of any Funded Invention as follows:

a. LLS’s share of the Gross Revenues shall be 10%. If Sponsoring Institution receives equity in lieu of (or in addition to) revenues, Sponsoring Institution will ensure that LLS receives 10% of such equity interest by including in its agreement with the grantor of such equity a direct grant of equity to LLS. All equity issued pursuant to such direct grant to LLS will be on the same basis and same terms and conditions as the equity granted to Sponsoring Institution.

b. LLS shall have the right at its own expense to have a 3rd party Certified Public Accountant audit the books and records of the Sponsoring Institution, no more than once per year during the term of this IP Agreement, in order to verify the Gross Revenues derived annually from any Funded Invention. Sponsoring Institution shall make the books and records available within thirty (30) days of such request from LLS. Sponsoring Institution agrees that if there is an underpayment of greater than 5% between what has been reported to LLS and what has actually been derived from any Funded Invention, the cost of the entire audit for that year shall be borne by the Sponsoring Institution.

6. Sponsoring Institution agrees to exert its best efforts to commercialize or license or cause to be commercialized the Funded Invention(s), consistent with its standard practices for its own Inventions.

7. In the event the Sponsoring Institution licenses, leases, sells, or assigns the Funded Invention to a third party for commercialization, Sponsoring Institution shall include provisions in the license obligating the licensee to commercialize the technology in a diligent manner and include appropriate diligence requirements and milestones and appropriate consequences and cures for failure to achieve such diligence.

8. Sponsoring Institution agrees to complete all Reports required by LLS as set forth in the underlying Grant Agreement.

9. Disputes between or among the Parties shall be resolved as follows:

a. One of the Parties shall request (“the Resolution Request”) that each of the Parties appoint a designated executive management representative to meet for the purpose of attempting to resolve such dispute. The Parties’ designated executive management representatives shall meet and negotiate in good faith in an effort to resolve the dispute.

b. If the Parties’ designated executive management representatives are unable to resolve the dispute within sixty (60) days after the Resolution Request is made, the Parties shall mediate with a mutually acceptable mediator to resolve such dispute.

c. If the mediation does not resolve the dispute within sixty (60) days (unless this time is extended by written agreement of the Parties) after the Resolution Request is made, the dispute shall be settled by arbitration by the American Arbitration Association in accordance with its procedures under its Commercial Arbitration Rules. Each party shall bear its own costs, expenses, and attorney’s fees and an equal share of the arbitration fees. The award of the arbitrator(s) shall be binding, and judgment upon the award may be entered in any court having jurisdiction thereof.

10. The Term of this IP Agreement begins as of the Effective Date and continues until the last of the patents directed to a Funded Invention expires, or for so long as the Sponsoring Institution receives revenues including equity or any consideration from the licensing, lease, sale or assignment of any Funded Invention, whichever is later.

SIGNATURE PAGE FOLLOWS

CONFIDENTIAL

IN WITNESS WHEREOF, Sponsoring Institution and LLS have caused this IP Agreement to be executed as of the Effective Date.

The Leukemia & Lymphoma Society, Inc.

SPONSORING INSTITUTION

By: _____

By: _____

Name: _____

Name: _____

Title: __ Chief Financial Officer _____

Title: _Technology Transfer Official_____

Date: _____

Date: _____

The Leukemia & Lymphoma Society, Inc.

By: _____

Name: _____

Title: __Chief Scientific Officer_____

Date: _____