

SPECIALIZED CENTER OF RESEARCH GRANT AGREEMENT

This Specialized Center of Research Grant Agreement (“**Agreement**”) is made as of [INSERT DATE] (“**Effective Date**”), between The Leukemia & Lymphoma Society, Inc. (“**LLS**”), a New York not-for-profit corporation with an office located at 3 International Drive, Suite 200, Rye Brook, NY 10573, and [INSERT SPONSORING INSTITUTION NAME], a [INSERT ENTITY TYPE], with an office located at [INSERT ADDRESS] (“**Sponsoring Institution**”).

RECITALS

- A. LLS is the world’s largest voluntary health organization dedicated to funding blood cancer research, education, and patient services.
- B. Sponsoring Institution is [a center for patient care, research and education which performs scientific research and training].
- C. Sponsoring Institution, together with Participating Institutions (defined below) have decided to form a SCOR (defined below) in order to carry out the research described in the grant application attached as Appendix A (the “**Application**”).
- D. LLS desires to support the research efforts led by [INSERT NAME OF PRINCIPAL INVESTIGATOR] (“**SCOR Director**”) by providing grant funds to carry out the research described in the Application.

Therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

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

1.3 “Core” means a group identified in the Application and within the SCOR that has a supportive function and supports the Project. Examples of such a Core could be administrative, sequencing, manufacturing, animal work, bioinformatics, clinical trials, etc.

1.4 “Core Leader” means an Investigator identified in the Application and who is responsible for the proper functioning and execution of the Core.

1.5 “Investigator” means the SCOR Director, a Project Leader, a Core Leader or any other staff member, employee, or student of Sponsoring Institution or a Participating Institution who will participate in Sponsored Research under the direction of the SCOR Director, Project Leader or Core Leader.

CONFIDENTIAL

1.6 “Key Sponsoring Institution Investigator” means the SCOR Director and any Project Leaders or Core Leaders who are affiliated with Sponsoring Institution.

1.7 “Participating Institution” means any research institution included in the Application who will be participating in the Sponsored Research along with the Sponsoring Institution.

1.8 “Participating Institution Investigator” means an Investigator affiliated with the Participating Institution.

1.9 “Personnel Expenses” means salary, wage, or stipend (with fringe benefits) costs.

1.10 “Project” means a research topic in the Research Plan with specified aims.

1.11 “Project Leader” means an Investigator identified as a “Project Leader” in the Application and who is responsible for the proper functioning and execution of the Project.

1.12 “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.

1.13 “Research Plan” means the plan of research with several Projects and Cores, as described in the Application..

1.14 “SCOR” or “Specialized Center of Research” means a consortium of Investigators from one or multiple institutions who are interested in addressing a research problem,

1.15 “SCOR Director” means **[INSERT NAME]**, under whose direction the Sponsored Research will be conducted, or any substitute mutually agreed upon by Sponsoring Institution and LLS in accordance with Section 3.2.

1.16 “Sponsored Research” means research funded by LLS to be conducted by the Investigators in accordance with the Research Plan during the Term.

1.17 “Sponsoring Institution Investigator” means an Investigator affiliated with the Sponsoring Institution.

2. Term and Termination.

2.1 Term. The term of this Agreement will begin on the Effective Date and will expire upon delivery of all final reports described in Section 4 below (the “**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 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, 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 sixty (60) days advance written notice thereof to Sponsoring Institution.

2.4 Termination for Unavailability of SCOR Director. If the SCOR Director 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, 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 to LLS 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. In addition to any specific survival references in this Agreement, the provisions of Sections 1, 2.6, 2.7, 4, 7, 8, 9, 10, 11 and 12 (which Section numbers will refer to the entire Section including all subsections unless otherwise specified) will survive the termination or expiration of this Agreement indefinitely or as otherwise expressly set forth in such Section. For the avoidance of doubt, the IP Policy (defined in Section 9 below), 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 SCOR Director 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 SCOR Director, 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 no Sponsoring Institution Investigator collaborates with others not employed by Sponsoring Institution or Participating Institutions (other than LLS) in performing the Sponsored Research without LLS's prior written consent. Sponsoring Institution must further ensure that no Sponsoring Institution Investigator will directly seek research funding from LLS's sources of funding for any Project. For the avoidance of doubt, the preceding sentence does not restrict any Sponsoring Institution Investigator from applying for or receiving any sponsored research funds or directly soliciting funds from sources currently not funding LLS.

3.2 SCOR Director. The Sponsored Research will be overseen by the SCOR Director and will be conducted at the facilities of Sponsoring Institution and, as applicable, Participating Institutions. Sponsoring Institution must promptly notify LLS if the SCOR Director ceases to serve in such role during the Term for any reason, with such notification detailing whether the SCOR Director is taking a leave of absence from Sponsoring Institution; relocating or transferring to a different research institution; or is otherwise incapacitated or departing.

3.2.1 If SCOR Director is taking a leave of absence of greater than 30 days, Sponsoring Institution may request suspension of the Research Program or appointment of another Sponsoring Institution Investigator to serve as interim SCOR Director pending SCOR Director's return. LLS may accept or deny such suspension or appointment request in its sole discretion. If LLS consents to a suspension request, LLS will suspend funding of the Research Program until the return of SCOR Director, and the Term will be extended for a period equal to the duration of the suspension.

3.2.2 If SCOR Director is relocating to another institution, Sponsoring Institution may (a) request an assignment of this Agreement in accordance with 12.6 below; or (b) name a substitute SCOR Director in accordance with Section 3.2.3 below.

3.2.3 If SCOR Director is otherwise incapacitated or departing, Sponsoring Institution may name a substitute SCOR Director (who will thereafter be referred to as SCOR Director for purposes of this Agreement), within 30 days of the then current SCOR Director'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 SCOR Director (as applicable), LLS may terminate this Agreement in accordance with Section 2.4.

3.3 Project Leaders and Core Leaders. If a Sponsoring Institution Investigator serving as a Project Leader or Core Leader ceases to serve in such role during the Term, Sponsoring Institution must promptly notify LLS, and must further inform LLS of any actions to be taken by SCOR Director to replace such Project Leader or Core Leader. LLS may suspend the provision of funding for the Sponsored Research until Sponsoring Institution replaces a Project Leader or Core Leader with a replacement acceptable to LLS.

3.4 Investigator Obligations. Sponsoring Institution will require the SCOR Director, all Key Sponsoring Institution Investigators, or all Sponsoring Institution Investigators (as applicable) to acknowledge the provisions of Sections 3.1, 6, 7 and 8 of this Agreement ("Investigator Obligations"). Sponsoring Institution will be responsible for all Sponsoring Institution Investigators' compliance with such provisions.

3.5 Participating Institutions. Sponsoring Institution must enter into an inter-institution agreement with each Participating Institution prior to such Participating Institution participating in the Research Program ("Inter-Institution Agreement"). Each Inter-Institution Agreement must (i) require the Participating Institution to agree to the IP Policy, including the royalty obligations therein, and to directly pay royalties to LLS in accordance with the IP Policy; (ii) require each Participating Institution Investigator to acknowledge and agree to the Investigator Obligations and make Participating Institution expressly responsible for all Participating Institution Investigators' compliance with the Investigator Obligations, (iii) require each Participating Institution to agree to provisions materially identical to the provisions of Sections 3.1, 3.3, 3.4, 4, 5.4, 5.5, 6, 7 and 8; and (iv) expressly name LLS as a third-party beneficiary to such Inter-Institution Agreement with the right to enforce any and all obligations of the Participating Institution (including, without limitation, the obligation to pay royalties). Sponsoring Institution will provide LLS a copy of each Inter-Institution Agreement within thirty (30) days of execution.

4. Reporting Requirements and Site visits. 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 SCOR Director, on behalf of himself/herself and the Project

Leaders and Core Leaders, submits the reports described in this Section 4 and participates in annual site visits.

4.1 Progress Reports. As shown in the Schedule below, SCOR Director will submit Progress Reports by May 1st of each year during the term of this Agreement, except for the final year, when the Final Report is due on the date set forth in the Schedule below (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. Lay summaries are critical for LLS's efforts to educate the public about ongoing research. 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 or Participating Institution(s). As shown in the Schedule below, this report must be submitted by May 1st of each year during the Term, except for the final year, when it is due on the date set forth in the Schedule below (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 Policy) is filed at any time during term of this Agreement 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 detailing how the LLS funds provided under this Agreement were expended during the year as well as cumulative totals. This report will be submitted within sixty (60) days after each anniversary date of this Agreement. Sponsoring Institution also agrees to submit a cumulative final financial report on the date set forth in the Schedule below (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 Section 5.3, 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 of this Agreement.

4.4 Site Visits and Annual Assessments. SCOR Director, LLS and Sponsoring Institution will work together to establish project milestones and deliverables for the Sponsored Research. On an annual basis, LLS will conduct an annual assessment of the Sponsored Research as described on Appendix C attached hereto, which is incorporated into this Agreement by reference.

SCHEDULE FOR REPORT DUE DATES

Progress Reports		
Report Number	Dates Covered	Due Date
1	10/1/2015 to 3/31/2016	May 1, 2016
2	4/1/2016 to 3/31/2017	May 1, 2017
3	4/1/2017 to 3/31/2018	May 1, 2018
4	4/1/2018 to 3/31/2019	May 1, 2019
Final	4/1/2019 to 9/30/2020	Dec 1, 2020

Patent/Invention Disclosure Reports		
Report Number	Dates Covered	Due Date
1	10/1/2015 to 3/31/2016	May 1, 2016
2	4/1/2016 to 3/31/2017	May 1, 2017
3	4/1/2017 to 3/31/2018	May 1, 2018
4	4/1/2018 to 3/31/2019	May 1, 2019
Final	4/1/2019 to 9/30/2020	Dec 1, 2020

Financial Reports		
Report Number	Dates Covered	Due Date
1	10/1/2015 to 9/30/2016	December 1, 2016
2	10/1/2015 to 9/30/2017	December 1, 2017
3	10/1/2015 to 9/30/2018	December 1, 2018
4	10/1/2015 to 9/30/2019	December 1, 2019
Final	10/1/2015 to 9/30/2020	December 1, 2020

Annual Site Visit Schedule	
Report Number	Site Visit Date
1	By December 31, 2016
2	By December 31, 2017
3	By December 31, 2018
4	By December 31, 2019

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 pay Sponsoring Institution in accordance with the Budget, with maximum funding of \$1,000,000.00 per year of the Term and \$5,000,000 over the whole Term. Sponsoring Institution acknowledges that it must limit indirect costs to 20% of the total direct costs (e.g., if LLS provides the full \$1,000,000.00 in funding for a year, expenditures for indirect costs during such year may not exceed \$166,666.00). 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 controller or other financial officer of the Sponsoring Institution indicated on the Application. However, the final payment will be made only after receipt by LLS of satisfactory Final Reports (Progress, Patent/Invention Disclosure and Financial) as well as satisfactory completion of annual site visits as described in Section 4. If for any reason, funds are expended in excess of the monthly designated amount, 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.

5.2 **Disbursements.** The Sponsoring Institution will be responsible for disbursing funds to the SCOR Director or Participating Institution(s) in accordance with the Budget, as approved by LLS.

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

5.4 Requirements. The funds awarded will be used solely for the purposes specified in the Application and in strict compliance with the Budget. The following restrictions on salary and travel will apply: (i) Personnel Expenses for administrative (including secretarial) staff cannot exceed the salary of one full-time-equivalent secretarial employee employed by Sponsoring Institution; (ii) travel expenses (including costs for SCOR Director to attend the annual assessment described in Section 4.5) cannot exceed \$10,000 per year; (iii) equipment purchase requests for any and all equipment cannot exceed a total of \$ 100,000 per year; and (iv) other direct costs such as office supplies, telephone costs cannot exceed \$6,000 per year. Subject to the foregoing restrictions and the restriction on indirect costs in Section 5, Sponsoring Institution will be permitted to reallocate funds from one expense category to another without the prior written approval of LLS. Reallocation of funds in excess of what is allowed requires prior written approval. To obtain permission, this request must be made in an email to researchprograms@lls.org.

5.5 Duplicate Funding. The use of the funds granted under this Agreement cannot be duplicated by funds received by the Sponsoring Institution, SCOR Director, Participating Institutions Project Leaders and/or Core Leaders from any other sources, but the funds from other sources may be used to supplement support.

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. SCOR Director 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 SCOR Director 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 those research projects which do not deal with human subject research, Sponsoring Institution must furnish to LLS a letter executed simultaneously with this Agreement stating that: 'The research projects funded by LLS does not involve the use of human subjects or human tissue. Sponsoring Institution agrees, and shall ensure that SCOR Director agrees, that any deviation from such research which will involve human subject research will not be undertaken unless prior written approval from the Sponsoring Institution's IRB (or equivalent authority) is obtained. Any such approvals must be forwarded to LLS within ten (10) days of approval. If the IRB (or equivalent authority) disapproves of any changes from the original Application, 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. Sponsoring Institution acknowledges, and shall ensure that all Key Sponsoring Institution Investigators acknowledge, that the statement in the Application to LLS concerning the use of laboratory animals meets and adheres to these guidelines; an accompanying letter by the Institutional Animal Care and Use Committee, or equivalent institutional body, must be provided. Those research projects which do not involve the use of

laboratory animals must so state. If the animal use privileges of SCOR Director, any Project Leader or any Core Leader are suspended, 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 these guidelines on the use of laboratory animals will result in suspension or termination of this Agreement.

6.4 Biohazards. Sponsoring Institution acknowledges, and shall ensure that all Key Sponsoring Institution Investigators acknowledge, 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 proposed in the Application. Projects which do not involve biohazards must so state. Failure to notify LLS of non-compliance with these guidelines on the use of biohazards will result in suspension or termination of this Agreement.

6.5 Recombinant DNA. SCOR Director 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. 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 any Investigator receiving LLS support is contrary to the interests of LLS and the patients and their families it seeks to serve, as well as to the integrity of research, and to the conservation of donor funds. Sponsoring Institution shall cause all Sponsoring Institution Investigators 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).

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

7.1 Definition of Confidential Information. "Confidential Information" as used in this Agreement means any information, including but not limited to data, techniques, protocols or results, or business, financial, commercial or technical information, disclosed by one party ("Discloser") to the other ("Recipient") which 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 without limitation orally or visually), it must be identified as confidential at the time of disclosure and summarized by Discloser with specificity in a writing marked "Confidential" and given to the Recipient within thirty (30) days after such disclosure.

7.2 Exclusions. "Confidential Information" under this Agreement will not include any information to the extent (i) it is or becomes publicly available through no wrongful act of Recipient; (ii) it was known by Recipient prior to disclosure by Discloser, as evidenced by tangible records; (iii) it becomes known to Recipient after disclosure from a third party having an apparent bona fide right to disclose it; (iv) it is independently developed or discovered by Recipient without use of Discloser's Confidential Information, as evidenced by tangible records; or (v) it 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. Except as may be otherwise specified in a separate definitive written agreement negotiated and executed by the parties, each Recipient will have the right to, and agrees that it will, use and disclose Discloser's Confidential Information solely for the purposes of (a) fulfilling its obligations under this Agreement, (b) 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, each Recipient agrees that: (i) it will not use such Confidential Information for any purpose other than as specified herein, including without limitation for its own benefit or the benefit of any other person or entity; and (ii) it will use reasonable efforts (but no less than the efforts used to protect its own confidential and/or proprietary information of a similar nature) not to disclose such Confidential Information to any other person or entity except as expressly permitted hereunder. Recipient may, however, disclose Discloser's Confidential Information 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 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. Each Discloser represents that to the best of its knowledge it has the right to disclose to each 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.

8. Acknowledgement and Publicity.

8.1 Press Releases. Sponsoring Institution will, and will ensure that all Sponsoring Institution Investigators 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 SCOR Director 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 work supported by grant funds from LLS. 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 all Sponsoring Institution Investigators 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 work.

8.3 Acknowledgments. Sponsoring Institution will, and will ensure that all Sponsoring Institution Investigators will, include the following credit in any advertising, promotion, publication, presentation and/or exhibition produced by Sponsoring Institution or any Sponsoring Institution Investigator related to the Sponsored Research: "*Supported by a [INSERT NAME OF INVESTIGATOR] SCOR Award from The Leukemia & Lymphoma Society.*" Presentations or posters at major meetings at

which LLS-funded 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 all Key Sponsoring Institution Investigators 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 part or whole, provided by a donor to LLS, Sponsoring Institution agrees, and will sure that SCOR Director and all Project Leaders and Core Leaders agree, as a condition of receiving funds under this Agreement, to participate in promotional/publicity activities (including but not limited to meeting the board of trustees of the donor's affiliated organization, being interviewed for their newsletter, etc.) as requested.

8.5 Outcome Reporting. Sponsoring Institution shall cause all Key Sponsoring Institution Investigators 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 patients with hematologic malignancies and/or related pre-malignant conditions.

9. Intellectual Property Policy. Sponsoring Institution acknowledges that LLS's operations partially rely on the payment by funding recipients of royalties on inventions funded (in whole or in part) by LLS research grants. Attached as Appendix B is the LLS intellectual property policy ("**IP Policy**"), which is incorporated herein by reference. To the extent of any conflict between the IP Policy and the terms and conditions of this Agreement, the IP Policy will govern.

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, without limitation, any acts or omissions of SCOR Director or any other Investigators, Sponsoring Institution or any Participating Institutions. 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 SCOR Director or any other Investigators, Sponsoring Institution or any Participating Institutions in connection with this Agreement unless caused by the willful misconduct or gross negligence of LLS and to the 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 hereto 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 which 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 Investigators 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, addressed as follows:

To LLS:

For contract and other administrative matters:

Director of Research Administration
The Leukemia & Lymphoma Society
3 International Drive, Suite 200
Rye Brook, NY 10573
Email: researchprograms@lls.org

For news and publications matters only:

LLS Research Communications
The Leukemia & Lymphoma Society
3 International Drive, Suite 200
Rye Brook, NY 10573
Email: LLSResearchCommunications@lls.org

To Sponsoring Institution:

[INSERT ADDRESSES]

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 attached exhibits, 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.

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 or, in the case of a waiver, by the party waiving compliance. 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. LLS acknowledges that neither SCOR Director nor any other Sponsoring Institution Investigator is considered a duly authorized signatory of Sponsoring Institution and has no authority to bind Sponsoring Institution to any such amendment or waiver. 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.

CONFIDENTIAL

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 effected 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 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 SCOR Director 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; (iii) the Successor Institution agrees to the assignment of this Agreement in whole pursuant to a transfer document provided by LLS. If LLS consents to assignment to Successor Institution and the assignment occurs after payment(s) have been made to Sponsoring Institution, 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 precisely to the effective date of transfer). If for any reason Sponsoring Institution expended funds in excess of the prorated apportionment (as measured by comparing the funding expended by the remaining portion of the funding period), Sponsoring Institution must make 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 its due diligence, 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 without limitation" or "include without limitation," as the case may be.

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

The Leukemia & Lymphoma Society, Inc.

[Sponsoring Institution]

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

I have read Sections 3, 4, 5, 6, 7, 8, 9 and 12.6 of the foregoing Agreement and agree with Sponsoring Institution (but without incurring any personal liability to LLS) to comply with the obligations of the SCOR Director stated therein.

(Signature of SCOR Director)

NAME: _____

DATE: _____

APPENDIX A
APPLICATION

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 Investigators 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 on the one hand, and the SCOR Director and Sponsoring Institution on the other hand, executed concurrently herewith. Although intended to be consistent with the Agreement, the terms of this IP Agreement supersede any conflicting terms of the Agreement, to the extent any conflicting terms exist. Capitalized terms used but not defined in the 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 \$15,000.00.
 - b. “**Funded Invention**” shall mean any Invention conceived or reduced to practice, constructively or actually, by any Investigator in the course of performance of research or development within the scope of the Research Plan described in the Application.
 - c. “**Gross Revenue**” shall mean any and all revenues or other consideration (including equity) received by Sponsoring Institution (or, as relevant, Participating 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 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.
2. Title to, and responsibilities for, any Funded Invention shall reside in the Sponsoring Institution or as relevant, Participating Institution. All patent and other expenses for obtaining and maintaining rights

to Funded Inventions shall be borne by Sponsoring Institution or as relevant, Participating Institution. Should Sponsoring Institution or as relevant, Participating 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 Funded Invention, at least thirty (30) days (or such other mutually-agreed-upon reasonable timeframe) before the deadline for filing for such protection. Within ten (10) days of the Effective Date of this Agreement, the Sponsoring Institution or as relevant, Participating Institution must provide LLS with its intellectual property policy. In the event Sponsoring Institution lacks a policy or procedure that requires assignment of ownership by Principal 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 or as relevant, Participating Institution via the 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). This obligation shall continue throughout the term of this IP Agreement. Sponsoring Institution or as relevant, Participating Institution will 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 agreement. Sponsoring Institution or as relevant, Participating Institution via the 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 or as relevant, Participating Institution and other researchers, if appropriate and required by the Sponsoring Institution or as relevant, Participating 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 or Participating Institution's obligations to all other sponsors of research, including, but not limited to, the Federal Government.

5. Sponsoring Institution or as relevant, Participating Institution agrees to pay LLS a share of all Gross Revenues derived from Sponsoring Institution's or as relevant, Participating Institution(s') commercialization of any Funded Invention as follows:

- a. LLS's share of the Gross Revenues shall be 10%. If Sponsoring Institution or, as relevant, Participating Institution receives equity in lieu of (or in addition to) revenues, Sponsoring Institution or, as relevant, Participating 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 or, as relevant, Participating 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 or as relevant, Participating 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 or as relevant, Participating Institution shall make the books and records available within thirty (30) days of such request from LLS. Sponsoring Institution or as relevant, Participating 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 or as relevant, by the Participating Institution.

6. Sponsoring Institution and/or Participating Institution(s) agree 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 or Participating Institution(s) licenses, leases, sells, or assigns the Funded Invention to a third party for commercialization, Sponsoring Institution or as relevant, Participating 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 and Annual Site Visits required by LLS as set forth in the underlying 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 or as relevant, Participating Institution(s) receives revenues including equity or any consideration from the licensing, lease, sale or assignment of any Funded Invention, whichever is later.

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

The Leukemia & Lymphoma Society, Inc.

[Sponsoring Institution]

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

The Leukemia & Lymphoma Society, Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

APPENDIX C

THE LEUKEMIA & LYMPHOMA SOCIETY'S SPECIALIZED CENTER OF RESEARCH (SCOR) ANNUAL ASSESSMENT POLICY

Each SCOR Director will be asked to work with LLS staff and advisors to generate mutually agreeable milestones and deliverables for each year of the grant. Ultimately, LLS envisions a partnership with the SCOR Director where LLS can work with the research team to outline a path for overall SCOR success as well as the timely completion of all proposed specific aims.

There will be a formal annual assessment process involving a committee of individuals from the LLS research staff, the Grant Review Committee and Medical and Scientific Affairs Committee (SCOR Progress Review Committee). The SCOR Progress Review Committee will work with the SCOR Director on establishing milestones on a yearly basis that will be used as the foundation for the annual review. The annual assessment will monitor the progress being made from year to year and the future directions of the program. The annual review process will include a progress report, a presentation to this Committee and a Site Visit.

The annual assessment will be utilized to make funding recommendations for the remainder of the award with a focus on the amount of the award for the coming year. The SCOR Progress Review Committee reserves the right to withhold or reduce funds for underperforming SCORs. Underperforming SCORs will initially be provided a warning that funding may be withheld or reduced if performance does not improve.

Milestones and deliverables

LLS staff will work with the SCOR Director on projected milestones and deliverables to be achieved on a quarterly basis. The first year, this will happen prior to the grant start date, whereas in subsequent years, this will happen after the Site Visit (see below).

Site visit

An annual Site Visit will occur around the anniversary of the grant start date (October 1). The SCOR Progress Review Committee will visit the SCOR Director and his/her team. The SCOR Director, Project Leaders and Core Leaders must be present. Though it is expected that each Project/Core Leader be present, in some circumstances, a key member of the Project/Core Leader's team may take his/her place at the discretion of LLS. Members of each Project and Core will give presentations that give a detailed overview of the progress made in the prior year as they relate to the original aims as well as the agreed upon milestones/deliverables. Any problems encountered should be discussed and any deviations from the original aims must be justified. The SCOR Director should give a presentation on the integration of the Projects and Cores and the resulting [REDACTED].

Annual Assessment

After the annual Site Visit, the SCOR Progress Review Committee will meet to assess the quality of integration of the SCOR team and the progress made. The Committee will make a recommendation as to the level of continued funding. In the case of well-integrated and productive teams, the funding will remain the same. In the unlikely event that progress is not sufficient, a warning will be provided, which may result in future funding being reduced if progress does not improve. After this assessment, the Committee will work with the SCOR Director to establish milestones for the coming year. These milestones will form the foundation of the coming year's review. The outcome from the annual assessment will be sent to the SCOR Director by email within sixty (60) days of the review.