

SCREEN TO LEAD PROGRAM GRANT AGREEMENT

Date _____

Grantee _____ Contract Number _____

This Screen to Lead Program Grant Agreement (the “Agreement”) is entered into as of [DATE] between **The Leukemia & Lymphoma Society, Inc.**, a New York not-for-profit corporation with an office located at 3 International Drive, Suite 200, Rye Brook, NY 10573 (“LLS”), and [INSTITUTION], located at [ADDRESS] (“Sponsoring Institution”) (individually each of LLS and the Sponsoring Institution is a “Party” and collectively they are referred to as the “Parties”);

WHEREAS LLS has awarded funds jointly to [PI NAME] (the “Grantee”) and the Sponsoring Institution to be used as a grant (the “Grant”) in accordance with the application submitted by the Grantee and Sponsoring Institution (the “Application”);

AND WHEREAS Sponsoring Institution agrees to, and shall cause Grantee to agree to, abide by the terms and conditions imposed by LLS and governing the awarding of the grant. The maximum annual expenditures under the Agreement for direct costs are [INSERT AMOUNT] and for indirect costs are [INSERT AMOUNT] for a term of two years, starting July 1, 2017 (“Effective Date”) through June 30, 2019 (“Expiration Date”). The total annual Grant will reflect the budget developed by LLS, Sponsoring Institution and, if applicable, a contract research organization (“CRO”) (up to [INSERT AMOUNT] per year) with the total amount awarded during the life of the Grant capped at [INSERT AMOUNT].¹ Between the date of this Agreement and the Effective Date, Sponsoring Institution will cause Grantee to work with LLS and CRO staff (if applicable) in a team approach to ensure a plan is mutually agreed to that includes milestones and deliverables per the Grantee’s aims and goals.

NOW THEREFORE in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS OF THE AWARD

A. Scope of the Agreement

1. The uniqueness of this award is the project management by LLS and the work with outside vendors to ensure your aims can be as on-target as possible. The funds given pursuant to

¹ The nature of the Screen to Lead Program requires a flexible budget. The amounts in this section will be filled in with the final budget and payments after finalizing. The budget is finalized after the grant is chosen for funding by agreement between the Institution and LLS staff based on the scope of work to be performed. The budget for a CRO (if required) is also determined at this point. Based on the nature of the work proposed the payment schedule is determined but usually consists of an upfront payment at signing, quarterly or milestone based payments and a final payment after receipt of all final reports.

this Grant shall be used solely for the purposes specified in the Application and in compliance with the budget included in the Application. Any significant deviation from either the purpose or the budget in the Application requires prior written approval from LLS. Request must be submitted in writing to LLS's Research Administration Department (see Section X). Requests will be reviewed on a case-by-case basis. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

2. The Application and budget reflecting all of these activities is included by reference as Attachment A. LLS's Patent and Intellectual Property Policy is included as Attachment B. All Attachments are incorporated and made a part of this Agreement and the Parties agree to be bound thereby.

3. This Grant shall be awarded for a period of two (2) years unless terminated earlier.

B. Annual Renewal

All LLS grants are subject to an annual renewal; continued funding of this Grant is contingent upon the availability of funds and Grantee's research progress. Where funding is not available for a renewal and LLS does not elect to renew this Agreement, the Grantee will be given written notice on or about [July 1, 2018] that that the Grant will not continue. LLS does not send out continuation notices if the Grant has been renewed.

C. Disclosure

While this Grant is in effect, the Grantee agrees not to participate in any agreement or activity that would prohibit the disclosure of the Grantee's LLS-funded research or obligate the Grantee to undertake his research for the exclusive benefit of the Sponsoring Institution.

D. Acknowledgements and Publicity

1. The title "The Leukemia & Lymphoma Society's Screen to Lead Program Award" or similar designated title shall be used in all listing of faculty titles and all publications during the period of this grant. All news about the Grantee's research released by the Sponsoring Institution's public relations department shall indicate that such research is being funded by LLS, be subject to review and approval by LLS for public disclosure, which approval will not be unreasonably withheld.

2. Prior Notification

The Sponsoring Institution and Grantee shall give LLS's Senior Director, Research, James Kasper, james.kasper@lls.org by written notice 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 (which notification shall include a copy of the materials intended for release, as well as the details of the information to be disclosed and the time, place and manner of disclosure). The Sponsoring Institution and Grantee shall 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.

3. Recognition, Credit, and Identification

Any LLS-funded research related advertising, promotion, publication, presentation and or exhibition produced by the Grantee or the Sponsoring Institution shall contain the following credit:

“Supported by Funding through The Leukemia & Lymphoma Society’s Screen to Lead Program Awards.”

4. When support for Grantee's research is, in part or whole, provided by a donor to LLS and is restricted to said project, the Grantee agrees, as a condition of receiving funds under the contract, 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) as requested. Such requests shall be limited to one (if any) events during each annual period.

E. Grant Payments

Grant payments will be mailed on or about the dates indicated on the schedule of payments outline in the budget included in the Application. The final Grant payment will be made only after receipt by LLS of satisfactory Final Reports (Progress, Patent/Invention Disclosure and Financial) as set forth in Section K.

F. Reallocation of Funds

The grantee only will be permitted to reallocate funds from one expense category to another with prior written approval of LLS.

G. Allowable Costs

The funds awarded shall be used solely for the purposes specified in the Application submitted to LLS as executed by the Grantee and Sponsoring Institution and in strict compliance with the budget annexed to said application, or any subsequent budget approved by LLS.

H. Compliance with Research Guidelines

The Sponsoring Institution agrees that it will comply with any and all federal, state and/or local guidelines that may affect the Grantee’s research. The Grantee and Sponsoring Institution must immediately report any instances of non-compliance. Failure to do so may result in the suspension or termination of Grant funding.

I. Research Integrity

Research misconduct by a Grantee 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. The Parties hereby agree to follow, and Sponsoring Institution shall cause Grantee to follow, the Sponsoring Institution’s policies as they relate to Research

Misconduct and confirm that they are at least as rigorous as those followed by the NIH (Public Health Service Policies on Research Misconduct 42 CFR 93).

For the avoidance of doubt, the NIH defines “Research Misconduct” to mean fabrication, falsification, or plagiarism (further defined below) in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest error or differences of opinion.

1. Fabrication: Making up data or results and recording or reporting them.
2. Falsification: 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.
3. Plagiarism: The appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

J. Leave of Absence/Incapacitating Illness of Death

The Grantee must obtain prior written permission from LLS for a leave of absence. If granted, funding for this Grant will be extended for the time of such leave. Failure to obtain permission will result in the termination of the Agreement effective as of the beginning date of the leave of absence. Leaves of absence cannot exceed one (1) year. In the event that a Grantee’s funding term is not completed due to incapacitating illness or death of the Grantee, the unexpended balance of the funds must be returned to LLS within sixty (60) business days of Sponsoring Institution receiving notice of Grantee’s death or incapacitating illness.

K. Reporting and Meeting Requirements

Meetings -- As a condition of this grant, the Grantee agrees to appropriate meetings to review progress of the project. A meeting schedule will be developed according the project’s needs.

Reporting -- LLS requires Grantee to submit Progress Reports, Financial Reports and Patent/Invention Disclosure Reports as a condition of accepting LLS funding. These reports will be reviewed by LLS staff. **LLS reserves the right in its sole discretion to terminate any Grant based on its review of a Grantee’s Reports. Any Report (Progress, Financial and/or Patent/Invention Disclosure) that is more than thirty (30) days late may result in suspension or termination of funding.**

1. **Progress and Financial Reports** –The Grantee will submit Progress Reports as shown in the Schedule below. 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 its ongoing research. Grantee must use the most current template for Progress Reports provided by LLS and must submit the reports through the online portal at <http://lls.fluxx.io>.

2. **Patent/Invention Disclosure Reports** -- The Sponsoring Institution hereby agrees to have its patent officer or other appropriate designated official submit Patent/Invention Disclosure Reports as shown in the Schedule below detailing any patent or intellectual property activity during the reporting period. Grantee must use the most current template for Patent/Invention Disclosure Reports provided by LLS and must be submit the reports through the online portal at <http://lls.fluxx.io>. **In the event that a patent application is filed at any time during the year, the Sponsoring Institution hereby agrees to 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.**

3. **Financial Reports** -- The Sponsoring Institution hereby agrees to have its financial officer submit quarterly financial reports detailing how the Grant funds were expended according to the approved budget. Sponsoring Institution also agrees to submit a cumulative final Financial Report within sixty (60) days of completion or termination of the Grant. Grantee must use the most current template for Financial Reports provided by LLS and must submit the reports through the online portal at <http://lls.fluxx.io>. Sponsoring Institution agrees to repay any portion of the grant from LLS that is not used for the specified purposes of the grant and to return to LLS any unexpended grant funds at the end of each Grant year.

4. Following receipt by LLS of satisfactory final progress, patent, and accounting reports, LLS shall make the final grant payment.

SCHEDULE FOR REPORT DUE DATES

Progress and Financial Reports		
Report Number	Dates Covered	Due Date
1	7/1/2017 – 9/30/2017	October 1, 2017
2	10/1/2017 – 12/31/2017	January 1, 2018
3	1/1/2018 – 3/31/2018	April 1, 2018
4	4/1/2018 – 6/30/2018	July 1, 2018
5	7/1/2018 – 9/30/2018	October 1, 2017
6	10/1/2018 – 12/31/2018	January 1, 2018
7	1/1/2019 – 3/31/2019	April 1, 2018
Final	7/1/2017 – 6/30/2019	September 1, 2019

Patent/Invention Disclosure Reports		
Report Number	Dates Covered	Due Date
<i>Upon Filing</i>		

L. Human Subjects

1. The Grantee must obtain prior written approval from the Sponsoring Institution's Institutional Review Board (IRB) (or equivalent institutional authority) 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, Grantee and Sponsoring Institution must furnish to LLS a letter executed simultaneously with this Agreement stating that: 'The research project funded by LLS does not involve the use of human subjects or human tissue. Grantee and Sponsoring Institution agree 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 Institutional Review Board (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 Grant Application, LLS in its sole discretion, reserves the right to modify or terminate this Grant.

2. If the Grantee's human subject research privileges 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 Grant. Failure to notify LLS of any suspension will result in suspension or termination of this Grant. If the Grant is terminated, any unused Grant funds and/or funds paid after the ten (10) day notice period must be returned to LLS immediately.

M. Animal Subjects

1. The Leukemia & Lymphoma Society 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. The Grantee and Sponsoring Institution 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 (IACUC), or equivalent institutional body, must be provided. Those projects which do not involve the use of laboratory animals must state so.

2. If the Grantee's animal use privileges are suspended, LLS must be notified within ten (10) business days. Upon receipt of such a notice, LLS will take whatever action it deems appropriate, including suspension or termination of the Grant. Failure to notify LLS of non-compliance with these guidelines on the use of laboratory animals may result in suspension or termination of this Grant. If the Grant is terminated, any unused Grant funds and/or funds paid after the ten (10) day notice period must be returned to LLS immediately.

N. Biohazards

The Grantee and Sponsoring Institution acknowledge that the statements in the Application to LLS, 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 to LLS. Projects which do not involve biohazards must so state. Failure to notify LLS of non-compliance with these guidelines on the use of biohazards may result in suspension or termination of this award. If the Grant is terminated, any unused Grant funds and/or funds paid after the noncompliance occurs must be returned to LLS immediately.

O. Recombinant DNA

The Grantee and Sponsoring Institution acknowledge that the statement in the Application to LLS, concerning recombinant DNA and the safeguards to be employed are accurate descriptions of the circumstances pertaining to this aspect of the research proposed in the Application to LLS. 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 may result in suspension or termination of this Grant. If the Grant is terminated, any unused Grant funds and/or funds paid after the noncompliance occurs must be returned to LLS immediately.

P. Indemnification

1. The parties acknowledge and agree that in making this Grant LLS assumes no responsibility for any of the activities of the Grantee, co-investigators, or other staff or the Sponsoring Institution other than the payment of this Grant in accordance with the terms of this Agreement.
2. It is further agreed that the Sponsoring Institution shall hold LLS harmless and indemnify it from any claims, damages, costs and expenses that may arise as a result of the activities of the Grantee, co-investigators, other staff or the Sponsoring Institution in connection with this Grant 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.

Q. Breach and Termination

1. The failure of the Grantee or the Sponsoring Institution to adhere to any of the terms and conditions of this Agreement may constitute sufficient grounds for LLS, at its sole discretion, to withhold any or all funds due pursuant to this Agreement until such time as the default is corrected, or to terminate the Grant.
2. LLS reserves the right in its sole discretion to suspend or terminate any Grant based on its review of Progress, Patent/Invention Disclosure, and/or Financial Reports.
3. Any of LLS, the Grantee or the Sponsoring Institution may terminate this Agreement upon giving ninety (90) days' written notice to the other Parties. In such case, any unexpended balance of the Grant funds must be returned to LLS within thirty (30) days of the termination of the Grantee's employment or the expiration of the notice period, whichever is sooner.

U. Outcome Reporting

LLS may contact the Grantee after the conclusion of the Grant 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. Grantee agrees to cooperate with LLS in connection with such contact.

V. Confidentiality

1. “Confidential Information” means any and all of the Parties’ confidential trade secrets, proprietary information, and data that are not generally known to third persons who could derive economic value from its use or disclosure.
2. The Parties each agree to hold in the strictest confidence, to use solely in connection with performing the research described in the Grant which is the subject of this Agreement, and not to copy, reproduce or alter, in whole or in part, or disclose to third Parties any information disclosed, in writing or orally or by electronic or any other means provided that Confidential Information shall not include information that:
 - i) is legally in the Parties’ possession prior to disclosure and is not subject to a nondisclosure obligation;
 - ii) becomes part of the public domain not through any Party’s fault;
 - iii) is developed independently of disclosure by a Party; or
 - iv) is released in writing by a Party so that another Party may make public disclosure.
3. If a Party is required (by law or valid legal process) to disclose Confidential Information, that Party will promptly notify the other Parties in writing of such requirement so that the affected Party may seek an appropriate protective order or waive in writing the other Parties’ compliance with this Section.
4. A Party receiving Confidential Information shall secure it and maintain its integrity so as to prevent any breach of this Section and immediately report to the other Parties any unauthorized use or disclosure of such Confidential Information.
5. All Applications and evaluations are considered confidential and are only available to the LLS Medical & Scientific Affairs Committee, Mission Oversight Committee, relevant Grant Review Subcommittees and LLS staff. All information provided in the Reports shall be treated as confidential with the noted exception of the lay summaries as prepared by the Grantee, which should not contain confidential information, as these will be shared publicly by LLS.

W. Inter-Institutional Agreements

If the Grantee has participating persons, facilities or elements at any CRO or 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) Participating Institution(s) on the same terms agreed to in this Agreement with LLS.

X. Inquiries

For grant agreement and other administrative matters:

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

SIGNATURE PAGE FOLLOWS

Each party acknowledges having read this entire Grant Agreement and with the full power and authority to execute this Agreement, agrees to perform in accordance with the terms and conditions contained herein.

The Leukemia & Lymphoma Society, Inc.

Signature: _____

Print Name: Lee Greenberger, Ph.D.

Title: Chief Scientific Officer

Date: _____

The Leukemia & Lymphoma Society, Inc.

Signature: _____

Print Name: Rosemarie Loffredo

Title: Chief Administrative Officer and
Chief Financial Officer

Date: _____

Sponsoring Institutional Official

Signature: _____

Print Name: _____

Title: _____

Date: _____

Sponsoring Institution Technology Transfer Official

Signature: _____

Print Name: _____

Title: _____

Date: _____

The Grantee acknowledges that he or she has read this entire Grant Agreement and agrees with the Sponsoring Institution (but without incurring any personal liability to LLS) to comply with the obligations of the Grantee stated in this Grant Agreement.

Signature: _____

Print Name: _____

Date: _____

ATTACHMENT A

THE GRANTEE'S APPLICATION

ATTACHMENT B
THE LEUKEMIA & LYMPHOMA SOCIETY’S PATENT AND INTELLECTUAL PROPERTY
AGREEMENT SPECIFIC TO AWARDEES OF MEDICINAL CHEMISTRY GRANTS THROUGH THE
REQUEST FOR PROPOSAL

The mission of Leukemia & Lymphoma Society (“LLS”) is to cure leukemia, lymphoma, Hodgkin’s disease and myeloma, and to 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 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 through LLS's Screen to Lead Program agrees to the following provisions regarding patent and intellectual property rights and licenses resulting from research conducted by Investigator (as defined below), whether 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 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, and/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 contemplated by the Application.
 - 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 been previously 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 covering and/or embodied therein including but not limited to associated patents, copyrights, trade secrets, and know-how.

- e. **“Investigator”** shall mean Grantee or any other staff member, employee, or student of Sponsoring Institution or a CRO, or any external expert, who participated 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 policy. 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). 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 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 25%. If Sponsoring Institution receives equity in lieu of (or in addition to) revenues, Sponsoring Institution will ensure that LLS receives 25% 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

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: _____

Title: _____

Date: _____

Date: _____

The Leukemia & Lymphoma Society, Inc.

By: _____

Name: _____

Title: _____

Date: _____