ATTACHMENT 1

TERMS AND CONDITIONS

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

1. Certain Definitions. As used in this Funding 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 **"Applicable Law**" means applicable laws and regulations that may be in effect from time to time that affect the Funded Research.

1.3 **"Application"** means the application attached hereto as Appendix E and forming part of this Funding Agreement.

1.4 "**Biohazard"** means biologicals or biochemicals having Biosafety Lab Levels of BSL2 or greater.

1.5 "**Budget**" means the budget for the Principal Investigator's salary, stipend, and fringe benefits as provided in the Application.

1.6 "**Funded Research**" means research funded by LLS to be conducted by the Principal Investigator and other Investigator(s) (i) in accordance with the Research Program during the Term, or (ii) otherwise from the use of funding provided directly or indirectly by LLS.

1.7 "**Investigator**" means the Principal Investigator, as well as any other staff member, employee, or student of Funded Institution who will participate in Research Program under the direction of the Principal Investigator.

1.8 "**CDP IP Agreement**" means the Career Development Program ("**CDP**") Invention, Patent, Commercialization, and Intellectual Property Agreement attached hereto as Appendix A and forming part of this Agreement.

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

1.10 "**Principal Investigator**" means [INSERT NAME, CREDENTIALS], under whose direction the Funded Research will be conducted, or any substitute mutually agreed upon by Funded Institution and LLS in accordance with Section 3.2.

1.11 "**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.

1.12 "**Research Program**" means the Principal Investigator's research program which details research that is fully or largely focused on directly answering questions of high importance to our understanding of hematological malignancies and/or associated pre-malignant conditions using the appropriate model systems and, where applicable, patients with hematological malignancies or associated pre-malignant conditions.

1.13 "**Sponsor**" means the head of the laboratory at the Funded Institution where the Principal Investigator's research will be performed and who will provide mentorship and research funding support for the Research Program.

2. Term and Termination.

2.1 Term. The term of this Funding Agreement will commence on the Effective Date and expire upon the later of [INSERT END DATE] or delivery of all final reports required under Section 5 below ("**Funding Agreement Term**"), unless earlier terminated by either party as set forth in this Section 2 or extended as set forth in Section 4.1 or in writing signed by authorized representatives of both parties.

2.2 Termination for Breach. If Funded Institution fails to meet any of its material obligations under either (a) this Funding Agreement, including its integrity obligations under Section 8, or its compliance obligations under Section 7 of this Funding Agreement or (b) the CDP IP Agreement, and does not remedy such failure within thirty (30) days following receipt of written notice thereof from LLS, then LLS, in addition to and without limiting any other rights or remedies that may be available to it, will have the right to terminate this Funding Agreement effective upon provision of written notice thereof to Funded Institution, and Funded Institution shall provide a pro-rated refund of monies.

2.3 Termination for Non-Compliance. If Funded Institution breaches Section 7 (Compliance), LLS may immediately terminate this Funding Agreement upon written notice to Funded Institution, and other than noncancellable obligations in effect as of the date of written notice, no further payments shall be made by LLS as of effective date of termination, and Institution shall provide pro-rated refund of monies received for fees not accrued as of such date.

2.4 Termination for Health and Safety. Either Party may suspend the Funded Research or terminate this Funding Agreement immediately upon written notice to the other Party if necessary to protect the health, welfare, or safety of any study subject; provided however, that the termination and suspension shall be subject to the wind-down protocols approved by the IRB for a safety of the study subjects.

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

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

2.7 Termination by Mutual Consent. LLS and Funded Institution may terminate this Funding Agreement at any time by mutual written consent.

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

2.9 Surviving Provisions. The provisions of this Section 2.9 and Sections 2.2, 2.4, 2.8, 3.1 (with respect to clause (a) of the third sentence therein), 3.3, 4.1.1, 5, 6.1, 6.2, 6.3, 7-14 of this Funding Agreement and all defined terms used herein will survive the termination or expiration of this Funding Agreement indefinitely. For the avoidance of doubt, the CDP IP Agreement attached as Appendix A, will remain in full force and effect until it expires or is

terminated in accordance with the terms set forth therein regardless of any expiration or termination of this Funding Agreement.

3. Funded Research.

3.1 Performance. Subject to the terms of this Funding Agreement, Funded Institution through Principal Investigator and other Investigator(s) agrees to perform the Funded Research in accordance with the Research Program. The Research Program may be modified from time to time by mutual agreement of LLS and the Principal Investigator, provided that any changes in the Research Program will be set forth in writing and approved by both LLS and Funded Institution. Funded Institution must ensure that (a) Investigator(s) does not enter into any agreement or participate in any activity that would prohibit the disclosure of the Funded Research or (b) obligate the Investigator(s) to undertake research for the exclusive benefit of the Funded Institution. Funded Institution shall be responsible for obtaining and providing all appropriate staff, laboratories, materials, offices, equipment, and other facilities to conduct the Funded Research substantially in accordance and in compliance with all Applicable Laws.

3.2 Principal Investigator.

3.2.1 The Funded Research will be overseen by the Principal Investigator and will be conducted at the facilities of Funded Institution. Funded Institution must promptly notify LLS if the Principal Investigator ceases to serve in such role during the Term for any reason, with such notification detailing whether the Principal Investigator is taking a leave of absence from Funded Institution; relocating or transferring to a different research institution; or is otherwise incapacitated or departing the Funded Institution.

3.2.2 If Principal Investigator is taking a leave of absence of greater than thirty (30) days, Funded Institution may request suspension of the Funded Research or appointment of another investigator to serve as interim Principal Investigator pending Principal Investigator'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 Funded Research until the return of Principal Investigator, and the Term will be extended for a period equal to the duration of the suspension.

3.2.3 If Principal Investigator is incapacitated or retiring, Funded Institution may name a substitute Principal Investigator (who will thereafter be referred to as Principal Investigator for purposes of this Funding Agreement), within thirty (30) days of the then current Principal Investigator's withdrawal from the Funded 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 Funded Research, assignment of this Funding Agreement, or a substitute Principal Investigator (as applicable), LLS may terminate this Funding Agreement in accordance with Section 2.6

3.3 Investigator(s) Obligations. Funded Institution will require the Investigator(s) to acknowledge the provisions of Sections 3.1, 3.2, 5.1, 5.4, 5.5, 7, 8, 9 and 10 of this Funding Agreement ("**Investigator Obligations**"). Funded Institution will be responsible for Investigator(s)'s compliance with such provisions, and any breach by Investigator(s) of any Investigator Obligations will be deemed a breach by Funded Institution.

3.4 Data-Sharing. Principal Investigator shall conduct all Funded Research in a manner that is consistent with Open Science Principles. "Open Science Principles" means that: (i) the Principal Investigator will be required to promptly and broadly share any Funded Research results with the public through public presentations, in academic publications, or in other formats commonly used for scientific information. Authorship will be in accordance with commonly accepted convention for scientific publications; and (ii) the Principal Investigator will seek to disseminate Funded Research results in a way that promotes broad accessibility and public benefit. If the Principal Investigator pursues commercialization of any Funded Research results, such commercialization activities will seek to maximize the impact of such research results by making any resulting products widely available for all applicable fields of use and on commercially reasonable terms. For the purposes of this section, "Funded Research results" means the general findings of the Funded Research, exclusive of intellectual property created or owned by the Principal Investigator.

3.5 CROs and Participating Institutions. If the Investigator(s) has participating persons, facilities or elements at any Contract Research Organization ("**CRO**") or has participating persons, facilities or elements at any

research institution such as a university ("**Participating Institution"**) outside the Funded Institution, it is the responsibility of the Funded Institution, prior to such CRO or Participating Institution participating in any of the Funded Research, to enter into a subcontract with (those) CRO(s) or an inter-institution agreement ("**Inter-Institution Agreement**") with such Participating Institution(s), in each case on the same terms agreed to in this Funding Agreement with LLS. Each Inter-Institution Agreement must (i) require the Participating Institution to agree to the CDP IP Agreement attached hereto as Appendix A; (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, 5, 6.3, 7, 8 and 9; (iv) include a requirement that all subcontractors and service providers engaged by Participating Institution in connection with performance of the Funded Research shall be subject to the terms and conditions set forth herein, and (v) 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. Upon request, Principal Investigator must submit to LLS any Inter-Institutional Agreement or subcontract within 14 days. Where applicable, funds expended by CROs or Participating Institutions must be accounted for on all financial reports submitted. If there is any conflict or inconsistency between these Terms and Conditions and the CDP IP Agreement, then the CDP IP Agreement will control to the extent of the conflict or inconsistency. Funded Institution will be responsible, and liable for, any failure of Funded Institution to enter into a subcontract or an Inter-Institution Agreement that fails to comply with the terms of this Funding Agreement (including the terms of the CDP IP Agreement).

4. Transfers.

4.1 Upon receiving LLS's prior written consent (such consent to be granted or withheld in LLS's sole discretion) Funded Institution may assign this Funding Agreement in whole to a research institution to which Principal Investigator transfers or relocates ("**Successor Institution**"), provided that (i) Funded Institution completes a transfer application form (through the online portal at http://lls.fluxx.io) at least thirty (30) days prior to the proposed date of assignment; (ii) the Successor Institution is affiliated with a tax-exempt, non-profit institution; and (iii) the Successor Institution agrees to the assignment of this Funding Agreement in its entirety pursuant to an assignment and amendment agreement provided by LLS and signed by Funded Institution, Successor Institution, Principal Investigator, and LLS. Failure to notify LLS of a transfer may result in a termination of this Grant retroactively to the date of Principal Investigator's separation from original Funded Institution. Principal Investigator must verify that Successor Institution will accept the Terms of this Grant exactly as written in this Funding Agreement, prior to submission of a transfer request. If LLS consents to the assignment, the original Funded Institution must assign their obligations under this Funding Agreement to Successor Institution prior to any payments being remitted to Successor Institution. Upon such assignment, Successor Institution will be deemed the "Funded Institution" for purposes of this Funding Agreement.

4.1.1 The original Funded Institution must refund to LLS on a pro-rata basis any funds advanced by LLS for work that is not yet completed as of the effective date of the transfer. If Principal Investigator transfers in the middle of a quarter, the applicable pro-rata quarterly payment shall be made to Successor Institution concurrent with the next regularly scheduled quarterly payment.

4.2 Assignment. LLS may assign this Funding Agreement, in whole or in part, without Funded 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 Funding 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 of this Funding Agreement. Except as set forth in Section 4.1, Funded Institution may not assign this Funding Agreement.

5. 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 Funding Agreement as described in this Funding Agreement, Funded Institution will submit and will ensure that Principal Investigator, submits the reports described in this Section 5, and participates in an annual progress meeting. **Please refer to the chart on Cover Sheet for detailed report submission dates.**

5.1 Progress Reports. Principal Investigator will submit a progress report each year which shall include a detailed description of all Funded Research progress and updates ("Progress Report") during the Term, on the dates set forth in the Schedule shown on the Cover Sheet (or, such other date as mutually agreed upon by Funded Institution

and LLS if, for example, the Agreement is extended or terminated early). Each Progress Report must also 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.

5.2 Invention, Patent, Commercialization, and Intellectual Property Disclosure Reports ("**IP Disclosure Report**"). Funded Institution will have its technology transfer official or other appropriate, authorized designated official submit at least one annual IP Disclosure Report detailing any invention, patent, commercialization, or intellectual property activity during the year at the Funded Institution. This IP Disclosure Report must be submitted each year during the Funding Agreement Term and the CDP IP Agreement Term on the dates set forth in the Schedule shown on the Cover Sheet (or, such other date as mutually agreed upon by Funded Institution and LLS if, for example, the Agreement is extended or terminated early). Such IP Disclosure Reports must use the most current template provided by LLS and must be submitted through the online portal at http://lls.fluxx.io. **Notwithstanding the foregoing, in the event that a patent application that claims a Funded IP (as defined in the CDP IP Agreement attached) is filed at any time during the CDP IP Agreement Term (as defined in the CDP IP Agreement) or thereafter, the Funded Institution will send LLS a copy of the patent application no later than thirty (30) days after the filing date. In addition, in the event that at any time during the CDP IP Agreement Term a Funded IP is disclosed to Funded Institution, but Funded Institution determines not to file any patent applications with respect to such Funded IP, Funded Institution, within thirty (30) days of such determination, shall send to LLS a copy of such invention disclosure. The IP Disclosure Reports required in this Section 5.2 will also refer to any applicable filings or invention disclosures.**

5.3 Financial Reports. Funded Institution will have its financial officer submit annual financial reports each year of the Term detailing how the LLS funds provided under this Funding Agreement were expended during the applicable year and the cumulative totals. This report will be submitted within sixty (60) days after each anniversary date of the Effective Date during the Term. Funded Institution must submit a cumulative final financial report within sixty (60) days of when this Funding Agreement expires (or, such other date as mutually agreed upon by Funded Institution and LLS if, for example, the Agreement is extended or terminated early). In no event shall LLS consider any revisions to the final financial report submitted in excess of six (6) months from the due date of the final financial report. Financial reports must use the most current template provided by LLS and must be submitted through the online portal at http://lls.fluxx.io. Subject to any carryover rights set forth in the Cover Sheet, the Funded Institution agrees to repay to LLS any portion of the grant from LLS that is not used for the Funded Research and to return to LLS any unexpended grant funds at the end of each year during the Term.

5.4 Publications Reports. Principal Investigator will submit a Publications Report on or before the first day of each quarter of each year during the Term, but no earlier than seven (7) days prior to the first day of each quarter, or, such other date as mutually agreed upon by Funded Institution and LLS if, for example, the Agreement is extended or terminated early. Each Publications Report must include a list of publications relevant to the Funded Research in the quarter. Publications Reports must be submitted through the online portal at http://lls.fluxx.io.

5.5 Conflicts and Other Disclosures Reports. Funded Institution will have its technology transfer official or other appropriate, authorized designated official and Investigator(s) submit one annual Conflicts and Other Disclosures Report (attached hereto as Appendix B) detailing any financial or other conflicts of interest related to the subject matter of the conflict that Funded Institution and/or Investigator(s) may have. Conflicts and Other Disclosures Reports must be submitted through the online portal at https://lls.fluxx.io.

5.6 Safety and Regulatory. Funded Institution shall notify LLS promptly and provide all related communications as to any regulatory or safety issue associated with the Funded Research, and will provide a summary of any related outcome, upon request and in accordance with Section 7 and Institution's policies regarding Research Misconduct.

5.7 Notice as to Third Parties Disputes. As soon as practicable, but no later than fifteen (15) business days from receipt of notice by Funded Institution, Funded Institution shall, and shall cause its Affiliates and contractors, and its and their licensees, sublicensees, transferees and successors to furnish to LLS notice of a material action, suit, claim, dispute, proceeding, investigation, or inquiry that may materially impact the Funded Research.

Funded Institution shall further provide LLS with updates summarizing status as well as a summary of any related outcome, upon request.

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

6.1 Timing. Payments will be mailed on or about the last day of each calendar quarter (December, March, June, and September) to the Funded Institution. However, the final payment will be made only after receipt by LLS of satisfactory final reports mentioned above (Progress Report, IP Disclosure Report, Financial Report, Publications Reports, and Conflicts and Other Disclosures Report). If, for any reason, funds are expended in excess of any designated amount set forth in the Budget, it will be the responsibility of the Funded Institution to make restitution to LLS in the event of transfer or premature termination of the Funding Agreement. **Please refer to the chart on Cover Sheet for a detailed payment schedule.**

6.2 Disbursements. The Funded Institution will be responsible for disbursing funds to the Principal Investigator in accordance with the Budget, as approved by LLS.

6.3 Requirements. The funds awarded will be used solely for the purposes specified in the Research Program, or as approved by LLS in writing, and in strict compliance with the Budget. The funding restrictions set forth in the Cover Sheet will apply. Subject to such restrictions, Funded Institution will be permitted to reallocate funds from Direct Costs to Indirect Costs or vice versa without the prior written approval of LLS so long as such costs do not exceed the rates specified on the Cover Sheet.

6.4 Duplicate Funding. The use of the funds granted under this Funding Agreement cannot be duplicated by funds received by the Funded Institution and Investigator(s) from any other sources, but the funds from other sources may be used to supplement support.

7. Compliance.

7.1 Research Guidelines. The Funded Institution will comply with any and all federal, state and/or local guidelines that may affect the Funded Research. Investigator(s) and Funded Institution must immediately report any instances of non-compliance to LLS. Failure to do so may result in the suspension or termination of this Funding Agreement. In the event of non-compliance and suspension of Funded Research activities at LLS' instruction, upon LLS' request, Funded Institution and/or Investigator(s) must submit to LLS a letter of approval or compliance within fourteen (14) days of authorization and prior to re-commencement of Funded Research.

7.2 Human Subjects. Funded Institution will ensure that Principal Investigator obtains prior written approval from the Funded 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, and all subsequent correspondence in any form received from the IRB, must be submitted to LLS within ten (10) days of the earlier of (a) execution of this Funding Agreement and (b) after such approval is obtained. Funded Institution shall provide to LLS all subsequent correspondence received from the IRB. With respect to research projects that do not deal with human subject research, Funded Institution must furnish to LLS a letter executed simultaneously with this Funding Agreement stating that: "*The research project does not involve the use of human subjects or human tissue*." Funded Institution agrees, and will ensure that Investigator(s) agrees, that any deviation from such research projects that will involve human subject research will not be undertaken unless prior written approval from the IRB is obtained. Any such approvals, and subsequent correspondence, must be forwarded to LLS within ten (10) days of approval or receipt of such subsequent correspondence. If the IRB disapproves of any changes from the original Application, then LLS in its sole discretion reserves the right to modify or terminate this Funding Agreement.

7.3 Animal Subjects. LLS adheres to the most current guidelines applicable to the care and treatment of animals used in laboratory work as outlined by the National Institutes of Health ("**NIH**"). Funded Institution

acknowledges, and will ensure that Investigator(s) acknowledges, that the Application includes a statement indicating that Funded Institution meets and adheres to these guidelines, and Funded Institution must provide LLS with an accompanying letter signed by the Institutional Animal Care and Use Committee, or equivalent institutional body, confirming the same prior to conducting Funded Research utilizing animals. Those research projects that do not involve the use of laboratory animals must so state in the Application. If the animal use privileges of Funded Institution and/or Investigator(s) are suspended, then LLS must be notified within ten (10) business days of the suspension. LLS will take whatever action it deems appropriate, including suspension or termination of this Funding Agreement. Failure to notify LLS of non-compliance with the guidelines on the use of laboratory animals will result in suspension or termination of this Funding Agreement.

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

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

7.6 Translational Requirement. Any letters of approval required by this Section 7 must be in English. If the original document is not in English, a translation must be provided by Investigator(s) within seven (7) days of providing the original to LLS. A certified translation must be provided within thirty (30) days of providing the original to LLS.

8. Investigator(s) and Funded Institution Integrity.

8.1 Research. Funded Institution acknowledges that Research Misconduct by Investigator(s) is contrary to the interests of LLS and the patients and their families, as well as to the integrity of research, and to the conservation of donor funds. Funded Institution will cause Investigator(s) to follow the Funded Institution's policies as they relate to Research Misconduct. Funded 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).

8.2 Conduct. Funded Institution will cause Investigator(s) to comply with Funded Institution's ethical conduct policies including required disclosures relating to conflicts of interest as well as policies against discrimination, unwanted sexual harassment, sexual violence, and sexual assault. Funded Institution confirms that it complies with all Federal Civil Rights laws and that its policies are at least as rigorous as those followed by the NIH.

8.3 Conflicts. Funded Institution represents and warrants that, except as described on Appendix B, neither Funded Institution nor Investigator(s) has any financial or other conflicts of interest related to the subject matter of this Funding Agreement. On an annual basis, Funded Institution shall, and shall cause Investigator(s) to, notify LLS of any such conflicts of interest that exist or certify that no such conflicts exist.

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

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

9.2 Exceptions. Notwithstanding the foregoing, "Confidential Information" under this Funding Agreement will not include any information that (as shown by contemporaneously existing or created written records) (i) is or becomes publicly available through no wrongful act of Recipient; (ii) was known by Recipient prior to disclosure by Discloser; (iii) becomes known to Recipient after disclosure from a third party having an apparent bona fide right to disclose it; (iv) is independently developed or discovered by Recipient without use of Discloser's Confidential Information; or (v) is disclosed to another party by Discloser without restriction on further disclosure. The obligations of confidentiality and non-use set forth in this Section 9 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.

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

9.4 Restrictions on Confidential Information. For a period of three (3) years after receipt of Discloser's Confidential Information, Recipient agrees that: (i) it will not use such Confidential Information for any purpose other than as specified under Section 9.3, including for its own benefit or the benefit of any other person or entity; and (ii) it will use reasonable efforts (but not less than the efforts used to protect its own confidential and/or proprietary information of a similar nature) to protect Discloser's Confidential Information. Further, Recipient will not disclose Discloser's Confidential Information to any other person or entity except only on a need-to-know basis to its and its Affiliates' employees, staff members and agents ("**Receiving Individuals**") who are directly involved in the performance of the Funded 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 Funding Agreement and any breach thereof.

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

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

10. Acknowledgement and Publicity.

10.1 Press Releases. Funded Institution will, and will ensure that Investigator(s) acknowledges the support of LLS in any releases to the media regarding accomplishments made through support by LLS grant funds. The Funded Institution and the Investigator(s) will notify LLS at researchprograms@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.

10.2 Publicity Materials. Funded Institution will, and will ensure that Investigator(s) 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 Funded Research.

10.3 Acknowledgments. Funded Institution will, and will ensure that Investigator(s) will, include the following credit in any commercial activity related to Funded IP (including, but not limited to, options, licenses, sales, assignments, etc.), advertising, promotion, publication, presentation, and/or exhibition produced by Funded Institution or Investigator(s) related to the Funded Research: "*Supported by a grant 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 researchprograms@lls.org.

10.4 Donor Outreach. LLS's ability to award grants is dependent upon continued support from voluntary donations and LLS-sponsored events. Funded Institution will ensure that Investigator(s) will make all reasonable efforts to attend and participate in events when requested by LLS. In addition, when support for the Funded Research is, in part or whole, provided by a donor to LLS, Funded Institution agrees, and will ensure that Investigator(s) agrees, as a condition of receiving funds under this Funding 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.

10.5 Outcome Reporting. Funded Institution shall cause Investigator(s) to cooperate with LLS after termination of this Funding 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.

11. Indemnification. The parties acknowledge and agree that in entering into this Funding Agreement and providing funds to Funded Institution, LLS assumes no responsibility for any of the activities of the Funded Research, including any acts or omissions of the Investigator(s). Funded Institution will indemnify, defend and hold LLS, its Affiliates, directors, officers, agents, successors and assigns harmless from any and all claims, damages, costs and expenses that may arise as a result of the Funded Research and the activities of the Investigator(s) in connection with this Funding Agreement except to the extent directly caused by the willful misconduct or gross negligence of LLS and to the fullest extent authorized under the Constitution and laws of Funded Institution's state, if applicable.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS FUNDING AGREEMENT OR THE CDP IP 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 FUNDED 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 FUNDING AGREEMENT, THE CDP IP AGREEMENT OR THE RIGHTS GRANTED HEREUNDER OR THEREUNDER, 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.

13. Dispute Resolution

13.1 One of the Parties may seek executive resolution of a dispute arising under or in connection with this Funding Agreement by written notice to the other party ("**Resolution Request**"). In such case, each party will 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.

13.2 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 submit to mediation with a mutually acceptable mediator to resolve such dispute.

13.3 If the mediation does not resolve the dispute within sixty (60) days (unless this time is extended by written agreement of the parties) from commencement of the mediation proceedings, then, subject to Section 14.8, either Party may pursue available legal remedies.

13.4 No party may delay the progression of the Dispute Resolution process described in 13.1-13.3 above by failing to comply with a preceding step within the time period described.

14. Miscellaneous.

14.1 Relationship of the Parties. Nothing contained in this Funding Agreement will be deemed to create a partnership or joint venture between the parties, and each of the parties will in all matters connected herewith be an independent contractor. Neither of the parties will hold itself out as the agent of the other, nor will either of the parties incur any indebtedness or obligation in the name of, or that will be binding upon, the other without prior written

consent of such other party. No employees, agents or representatives of either party will be deemed employees, agents, or representatives of the other. Funded Institution and Principal Investigator will have the sole right, in accordance with the Research Program and this Funding Agreement, to conduct, direct and control the Funded Research.

14.2 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 or ten (10) business days for a non U.S. based Funded Institution; (iii) one (1) business day after being sent overnight express delivery by a recognized overnight courier service; or (iv) when transmitted by facsimile, email or other electronic means, provided that the sender receives confirmation of transmission, and sends a confirmation copy in one of the foregoing manners, to the address and point of contact set forth in the Cover Sheet. Either party may change its address by giving notice to the other party in the manner set forth in this Section 14.2.

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

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

14.5 Severability. If any provision of this Funding 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 Funding Agreement will not be affected thereby. It is further the intention of the parties that in lieu of each such provision which is invalid, illegal, or unenforceable, there be substituted or added by a court of competent jurisdiction as part of this Funding 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.

14.6 Binding Effect. This Funding 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.

14.7 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 Funding Agreement, and which it has been unable to overcome by the exercise of reasonable efforts, provided that the party unable to perform its obligations will promptly notify the other party, will use reasonable efforts to avoid or remove such causes of nonperformance, will suspend performance only for such period of time as is necessary as a result of such force majeure event and will resume performance as quickly as possible.

14.8 Governing Law; Venue. This Funding 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 Funding Agreement will be brought in any state or federal court of competent jurisdiction located in the State of New York.

14.9 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.

14.10 Confidential Terms. Except as expressly provided herein, each party agrees not to disclose any terms of this Funding Agreement to any third party without the consent of the other party, except as required by securities

or other Applicable Laws, to prospective licensees, and other investors and such party's accountants, attorneys, and other professional advisors.

14.11 Counterparts; Electronic Transmission. This Funding Agreement may be executed in counterparts and delivered by electronic transmission with the same effect as an original.

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

APPENDIX A

The Leukemia & Lymphoma Society's Career Development Program Invention, Patent, Commercialization, 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. The Leukemia & Lymphoma Society supports talented blood cancer researchers in the early phase of their careers through the Career Development Program (CDP). CDP continues to provide a pool of dedicated researchers to advance the understanding and diagnosis of blood cancer, as well as the development of treatment and prevention options that will ultimately lead to a higher quality of life for blood cancer patients.

In this regard, LLS recognizes that certain Funded IP (defined below), potentially having public health, scientific, business, or commercial application or value, may be discovered or developed in the course of or arise out of research or development supported with funds furnished by the LLS. LLS desires that such Funded IP 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 Funded IP.

This **CDP IP Agreement** forms part of the accompanying Funding Agreement between LLS and the Funded Institution, dated as of [**EFFECTIVE DATE**] and executed concurrently herewith ("**Funding Agreement**"). Although intended to be consistent with the Funding Agreement, the terms of this CDP IP Agreement supersede any conflicting or inconsistent terms of the Funding Agreement, to the extent any conflicting or inconsistent terms exist. Capitalized terms used but not defined in this CDP IP Agreement will have the meaning given to such terms in the Funding Agreement.

1. The following terms have the following meanings set forth below:

a. "**Commercialization**" means development, manufacture, marketing, distribution, licensing, promotion, offers to sell, sale, or other commercial exploitation.

b. "**Funded IP**" means any Inventions or other intellectual property rights (including, without limitation, copyrights) that both (i) are generated or made (whether conceived or reduced to practice, actually or constructively) during the CDP IP Agreement Term (defined in Section 9 below) and (ii) arise (in whole or in part) in the course of performing the Funded Research by or under the direction of any Investigator, or otherwise from the use of funding provided directly or indirectly by LLS.

c. "**Invention**" means any idea, invention, concept, data, design, development, discovery, formula, information, improvement, process, procedure, protocols (pre-clinical or clinical), method, trade secret, technique, material (including, but not limited to, any chemical or biological material), technology, result, study data, cell line, compounds, probe, products, assays, sequence or other know-how, whether or not patentable, and any physical embodiments of any of the foregoing.

d. "**Investigator**" means the Principal Investigator, as well as any other staff member, employee, or student of Funded Institution who will participate in Funded Research under the direction of the Principal Investigator.

e. "**Related Patent Rights**" means (i) any United States or foreign patent application that pertains to any Funded IP, or the equivalent of such application, (ii) any patents issuing on such patent applications, (iii) any foreign counterparts of such patent applications and patents, and (iv) all divisions, continuations, continuations-in-part, patents of addition, substitutions, registrations, reissues, reexaminations, or extensions of any kind with respect to any of the foregoing.

2. Rights to Funded IP. As between LLS and Funded Institution, title to, and responsibilities for, any Funded IP will reside in the Funded Institution. All patent and other expenses for obtaining and maintaining Related Patent Rights will be borne by Funded Institution. Should Funded Institution choose not to pursue Related Patent Rights, it must promptly notify LLS and provide LLS with the opportunity to do so at least thirty (30) days (or such other mutually-agreed-upon timeframe) before any deadline for filing for, or maintaining any such Related Patent Rights. Further, within ten (10) days of the effective date of this CDP IP Agreement, the Funded Institution must provide LLS with a copy of its intellectual property policy that requires the Investigator to assign to the Funded Institution all of the Investigator's rights, title, and interest in and to any Funded IP. If Funded Institution lacks such a policy, then

Funded Institution will (a) immediately notify LLS of this fact; and (b) cause the Investigator to presently assign to the Funded Institution all of the Investigator's rights, title, and interest in and to any and all Funded IP on a form of assignment approved by LLS in advance. Funded Institution hereby grants to LLS a non-exclusive, non-transferable (except under Section 4.2 of the Terms), sub-licensable worldwide and royalty-free license under the Funded IP for non-commercial research purposes only.

3. Patent Protection. Funded Institution agrees to promptly notify LLS in writing of its decision to file for patent or other legal protection of Funded IP and, upon written request to Funded Institution, Funded Institution shall provide LLS with a list of Related Patent Rights. These obligations will not limit Funded Institution's reporting obligations under Section 5 of the Terms.

4. Abandonment. In the event that Funded Institution desires to abandon any Related Patent Rights, Funded Institution will notify LLS promptly and in any event at least thirty (30) days in advance of any deadline for any required action relating to the filing, prosecution, or maintenance of such Related Patent Rights. At such time, Funded Institution will provide LLS with the opportunity to file for, prosecute and maintain the Related Patent Rights in the Funded Institution's name. This opportunity will be subject to the Funded Institution's obligations to all other sponsors of research, including, but not limited to, the Federal Government.

5. Audit Rights. LLS in its sole discretion may itself and/or through its agents audit Funded Institution's books and records (including, without limitation, each Investigator's books and records) to verify Funded Institution's compliance with this CDP IP Agreement during Funded Institution's regular business hours. Funded Institution will make such books and records available to LLS within ten (10) days of when LLS notifies Funded Institution of its exercise of the audit right in this Section 5.

6. Efforts. Funded Institution agrees to exert its best efforts to (a) develop and Commercialize the Funded IP and Related Patent Rights, consistent with Funded Institution's standard practices; and (b) to provide all necessary assistance and cooperation to LLS when LLS chooses to file for Related Patent Rights as described in Sections 2 and 4 in this CDP IP Agreement.

7. Third-Party Exploitation. If Funded Institution grants a third party rights under any Related Patent Rights and/or to commercialize any Funded IP, then Funded Institution will include provisions in the applicable agreement obligating the counterparty to exercise its rights under Related Patent Rights and/or Commercialize the Funded IP in a diligent manner and include appropriate diligence requirements and milestones and appropriate consequences for any failure to achieve such diligence requirements and maintenance of adequate insurance. All third-party documents shall be subject to protection pursuant to the confidentiality provisions of Section 14.10 of the Funding Agreement. Funded Institution will use reasonable efforts to obtain a limitation of liability and indemnification of LLS by the applicable counterparty either through the agreement or through a separate letter agreement.

8. Dispute Resolution. Disputes between the parties arising under this CDP IP Agreement will be resolved pursuant to the dispute resolution procedures set forth in Section 13 of the Terms of the Funding Agreement.

9. Term. The term of this CDP IP Agreement begins as of the Effective Date and continues until the later of (a) the last of the patents and patent applications within the Related Patent Rights expires or is abandoned in all countries, or (b) Funded Institution no longer receives revenues or other consideration (including, but not limited to, equity) resulting from or related to (i) a grant of license, option or other rights to (including, but not limited to, the right to negotiate or obtain), or (ii) commercialization of, any Funded IP or Related Patent Right ("**CDP IP Agreement Term**"). For the avoidance of doubt, this CDP IP Agreement Term survives the expiration or termination of the Funding Agreement.

SIGNATURE PAGE FOLLOWS

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

THE LEUKEMIA & LYMPHOMA SOCIETY, INC.

By: _____

Name: __Gordon Miller Jr._____

Title :__Chief Financial Officer_____

Date: _____

FUNDED INSTITUTION

By: _____

Name: _____

Title: _Technology Transfer Official_____

Email: _____

Date: _____

THE LEUKEMIA & LYMPHOMA SOCIETY, INC.

By: _____

Name: __Lee Greenberger, PhD_____

Title: __Chief Scientific Officer_____

Date:_____

Appendix A – Annex 1

Third Party Rights Disclosure

Third Party Rights Granted Disclosure

Has the Funded Institution granted or is Funded Institution obligated to grant to any third party any rights in or to Funded IP or Related Patent Rights resulting from the performance of the Funded Research? ☐ Yes ☐ No.

If Yes, please complete the table below. (please add additional rows as needed)

Model System (Cell line, Mouse Model, Patient Sample, etc.)	**Drug/Compound/Antibody/Other Modulator**	**Other Essential Reagents**	**Name of Third Party Source**	**Type of Agreement Executed**
				-Material Transfer Agreement -Option -License -Right of First Refusal -Sponsored Research Agreement -Other
				-Material Transfer Agreement -Option -License -Right of First Refusal -Sponsored Research Agreement -Other
				-Material Transfer Agreement -Option -License -Right of First Refusal -Sponsored Research Agreement -Other

Funded Institution has confirmed that it has answered the above questions both with respect to the Principal Investigator and other Investigators conducting the Funded Research.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Funded Institution has caused this Third Party Rights Disclosure to be executed as of the Effective Date.

FUNDED INSTITUTION

By:_____

Name:_____

Title:_____

Email:_____

Date:_____

PRINCIPAL INVESTIGATOR

By:_____

Name:_____

Date:_____

APPENDIX B

The Leukemia & Lymphoma Society's Conflicts and Other Disclosures Form

Below, please describe any financial or other conflicts of interest **related to the Funded Research** that Funded Institution and/or Investigator(s) may have. Conflicts may include, without limitation:

1. Funded Institution, Principal Investigator, or other Investigators performing the Funded Research have a financial interest **related to the Funded Research**. If you answer 'Yes' to any of these questions in (1), please provide more details in (2) and/or (3).

   a) as a result of standard policies of the Funded Institution intellectual property policies related to an agreement (Material Transfer Agreement [MTA], Option, License, Sponsored Research Agreement [SRA], Collaboration Research Agreement, Right of First Refusal, etc.) between Funded Institution and a third party.

   ☐ Yes ☐ No

   b) as a result of a separate agreement between a third party and the Funded Institutions, Principal Investigator, or other Investigators.

   ☐ Yes ☐ No

2. Are any of the Funded Institution, Principal Investigator, or other Investigators presently receiving or a party to an in-process or planned transaction to obtain consideration, including but not limited to royalties and/or equity through a license, option, or other agreement or other consideration of value, **related to the Funded Research**?

   ☐ Yes ☐ No

   If Yes, please describe:

3. Principal Investigator or other Investigators are providing consulting, advisory, or other services **related to the Funded Research** including any standard sponsored research agreement between a third party and the Principal Investigator or other Investigators.

   a) Receive consulting fees?

   ☐ Yes ☐ No

   If Yes, please describe:

   b) Participate in a Clinical Trial or on a Data Safety Monitoring Board or advisory board?

   ☐ Yes ☐ No

   If Yes, please describe:

   c) Have a leadership or fiduciary role in any other board, society, committee, or advocacy group, paid or unpaid?

   ☐ Yes ☐ No

   If Yes, please describe:

   d) Other financial or non-financial interests?

   ☐ Yes ☐ No

If Yes, please describe:

e) With respect to any disclosed conflicts, does the Funded Institution have a conflicts management plan in place with the Investigators to review and manage such conflicts?

☐ Yes ☐ No

If Yes, please provide a copy of such conflicts management plan.

Funded Institution has confirmed that it has answered the above questions both with respect to the Principal Investigator and other Investigators conducting the Funded Research.

IN WITNESS WHEREOF, Funded Institution has caused this Conflicts and Other Disclosures Form to be executed as of the Effective Date.

FUNDED INSTITUTION

By:_____

Name:_____

Title:_____

Email:_____

Date:_____

PRINCIPAL INVESTIGATOR

By:_____

Name:_____

Date:_____

APPENDIX C

The Leukemia & Lymphoma Society's Career Development Program Policy on Project Modification, Sponsor Changes, and Lack of Progress on the Research Program

The Fellow and Special Fellow subcategories of the Career Development Program ("**CDP**") exist to support postdoctoral fellows and instructor-level trainees during their post-graduate training in blood cancer research and/or treatment. The Scholar and Scholar in Clinical Research subcategories of CDP exist to support early- to mid-stage faculty who are established blood cancer researchers. In all subcategories, we hope that our awardees will become leaders in the fields of blood cancer research and/or treatment. As such, it is imperative that the research progress reflects one who is both productive and following a career path in blood cancer research and/or treatment.

An expert review panel evaluates all CDP applications, focusing on blood cancer relevance, accomplishments of the applicant, the environment, and for Fellows/Special Fellows, the qualifications of the Sponsor. All funded CDPs are considered to be of the highest quality based on these factors, and any changes therefore may affect the ability of CDP awardees to properly accomplish the goal of becoming leaders in blood cancer research and/or treatment.

The contract states that the Principal Investigator will perform the Research Program but that changes may be made by mutual agreement between The Leukemia & Lymphoma Society ("**LLS**") and the Principal Investigator. We understand that research changes over time, and we do not seek to block research progress by requiring notification of minor changes that do not change the overall scope of the Research Program.

LLS is committed to using its limited resources to directly benefit blood cancer patients, which includes funding researchers building a career in blood cancer research and/or treatment. LLS understands the overall societal need for basic research to understand fundamental biological mechanisms, as well as research targeted to any human disease. However, LLS must focus its efforts on blood cancer research and/or treatment. Any changes to the Research Program of the Principal Investigator must take this into account.

The replacement policy is as follows:

1. Minor changes to the Research Program that do not change or affect the overall goals do not need approval. Contact LLS at researchprograms@lls.org if there are any questions.

2. Major modifications that change the Research Program and/or affect the overall goals must get LLS approval. Contact researchprograms@lls.org regarding any change requests. Provide the following:

- List of the change(s)
- Rationale for the change(s) in the Principal Investigator's words
- Whether the change(s) affect the blood cancer relevance of the Research Program
- Provide a Mission Score(s) for the changed activity (see below)
- For Fellows/Special Fellows, provide a letter from the Sponsor briefly stating the rationale for the change, the Sponsor's support of the Fellow/Special Fellow, and the continued relevance to blood cancer of the Principal Investigator's training

3. The changing of the Sponsor for a Fellow/Special Fellow (and therefore the laboratory) is considered a transfer. Principal Investigator may initiate a transfer request in accordance with Section 4.1 of the Terms and Conditions.

4. Request for approval for changes must be made at least 30 days prior to the change to researchprograms@lls.org.

5. Any substantial changes made without prior approval of LLS may result in termination of the Grant. In the event that LLS is made aware of changes through other means and it does not elect to terminate the Grant, LLS may, at its sole discretion, require the following:

- Receipt of any of the relevant information requested in 2, 3, and 4 of this Appendix C.

6. If the Principal Investigator has several activities and some of these are leading up to testing a concept in blood cancer-relevant models but there is not yet progress on the research in the blood cancer-relevant models, LLS, at its sole discretion, may terminate the Grant or ask for further information. LLS, at its sole discretion, may require the following:

- Letter from the Principal Investigator explaining the lack of progress on the Research Program
- Letter from the Sponsor explaining the lack of progress and the continued support for the blood cancer training of the Principal Investigator
- Quarterly or semi-annual updates on the Research Program

7. Any of the above information will be reviewed by LLS scientific staff, and, in some cases, outside reviewers. ***LLS reserves the right, at its sole discretion, to ask for any of the above information as well as to decide whether funding will continue or be terminated.***

Mission Score

Mission Score of 1: Research that directly investigates the pathogenesis, diagnosis, or treatment of hematologic malignancies and/or relevant premalignant conditions/states. In addition, at least some experiments must include patients, and/or patient materials (including PDX models). In rare cases when patient materials are not obtainable by the scientific community, the most appropriate animal model may be used.

Mission Score of 2: Research that directly investigates the pathogenesis, diagnosis, or treatment of hematologic malignancies and/or relevant premalignant conditions/states. In addition, at least some experiments must use blood cancer cell lines and/or animal models of blood cancer.

Mission Score of 3: Proposal that investigates basic mechanisms directly relevant to normal blood cell development, hematopoietic stem/precursor cell function, or immune responses that are *directly* relevant to blood cancer. These studies must have the intention of improving our understanding of blood cancer and must use appropriate models to understand these mechanisms in blood cells.

Mission Score of 4: Proposal that investigates pathological processes that may be associated with blood cancer. These studies do not have the intention of improving our understanding of blood cancer, nor do they use appropriate models to understand these mechanisms in blood cells.

Mission Score of 5: Proposals that investigate processes not directly associated with blood cancer or normal blood cell development/function.

APPENDIX D

The Leukemia & Lymphoma Society's Career Development Program Scholar Research Program Focus

The purpose of the CDP Scholar award mechanism is to support emerging leaders in blood cancer research. Therefore, LLS expects Principal Investigators funded through the CDP Scholar award mechanism to ideally have a Research Program with a 100% focus on blood cancer, though some side projects outside of blood cancer are acceptable if the blood cancer components are at least 75% of the Principal Investigator's total Research Program. If it becomes apparent that there is a change in focus of the Principal Investigator's Research Program away from blood cancer, LLS may either reduce or terminate Research Funding of the Scholar award. This action will result from a lack of sufficient focus on direct blood cancer research as Research Funding must be used in direct pursuit of the mission of LLS. Any adverse action taken against Principal Investigator is based on this; it is not in any way a reflection of the scientific quality of Principal Investigator's research.

Starting in the 2023-2024 Scholar funding cycle, LLS is implementing an enhanced evaluation of the blood cancer focus of Scholars. As part of the annual Progress Report, Principal Investigators must disclose all publications that have occurred during the year since funding started or the last Progress Report due date. Principal Investigators must also disclose all their current and pending funding, and we may ask for all oral and abstract presentations to national and international meetings since the last progress report due date. LLS scientific staff will review all presented materials as well as search public databases in order to determine the level of blood cancer focus of each Principal Investigator's Research Program. LLS will use its own discretion as to the level of blood cancer focus, though we will generally use 75% as the minimum level in order to maintain Research Funding. LLS scientific staff may ask for clarification and/or more information as part of this review, but it is expected that the Principal Investigator be as forthcoming as possible. Note that this analysis will be based on the actual information available at that time and will not be based on the specific information described in the original Application.

When LLS scientific staff are concerned about the blood cancer focus of any funded Principal Investigator, the following may occur:

For those who've completed their first through third years of the Research Funding Term:

- Principal Investigator may be placed on probation for up to one year starting after the due date of the Progress Report that caused this action.
- The award amount may be reduced if the Principal Investigator is placed on probation. Being placed on probation will not automatically result in an award reduction, and this decision will be at the discretion of LLS.
- The Research Funding may be terminated, which can occur for any Principal Investigator, but is more likely to occur in more extreme cases. This decision will be at the discretion of LLS.

For those who've completed their fourth year of the Research Funding Term:

- The award amount for the final year may be reduced.
- The Research Funding may be terminated, which can occur for any Principal Investigator, but is more likely to occur in more extreme cases. This decision will be at the discretion of LLS.

If a Principal Investigator is placed on probation, an enhanced Progress Report evaluation will be performed at the subsequent Progress Report submission date, which will include the submitted Progress Report and may include asking for more detailed information from the Principal Investigator. If LLS scientific staff are satisfied that there is an appropriate level of blood cancer focus of the Principal Investigator's Research Program, the probation will be lifted, and any funding reduction will be restored going forward; there will not be any payback of the prior reduced funding. If LLS scientific staff are unsatisfied by the level of blood cancer focus of the Principal Investigator's Research Program, then the Principal Investigator may be placed on probation for up to another year, the award amount may be reduced (or further reduced), and there is the possibility of termination of the Research Funding.

APPENDIX E

Application

See attached.