

AACR CLINICAL ONCOLOGY RESEARCH (CORE) TRAINING FELLOWSHIP

TERMS AND CONDITIONS

I. Definitions. The following definitions shall apply in this Agreement:

A. “AACR’s Research and Grants Administration Department (AACR’s RGA)” is the administrative division of AACR responsible for coordination of Research among Institution, Grantee, and AACR regarding any issues pertaining to the Research or the administration of the Grant.

B. “Budget” shall outline the details of how Grantee and Institution will spend Grant Funds.

C. “Deliverables” are the progress reports, financial reports, and other materials to be produced or submitted with respect to the Research that AACR and Grantee have agreed upon for the Research.

D. “Funder” is any third-party organization that may have provided support to AACR to sponsor this research.

E. “Grant Funds” are the amount of funds that AACR is awarding to Institution as further described in Section II.

F. “Grant Term” shall mean the period of performance for this Agreement, which begins on the Effective Date and ends on the first anniversary of the Effective Date.

G. “Grantee” is identified as the key individual with the primary responsibility for the Research for the entire Grant Term at the level of involvement specified in the Application.

H. “Medical Records” are any medical records of Research subjects reflecting treatment provided in connection with the Research, including, without limitation, treatment entries, x-rays, biopsy reports, ultrasound photographs, and other diagnostic images.

I. “Application” is the final version, approved by AACR, of the Application for the Research, which is the final version as of the Effective Date.

J. “Research” is the research to be carried out by Grantee under the direction of a mentor from Funder and/or the Academic Supervisor.

K. “Study Data” are records and reports, other than Medical Records, collected or created pursuant to or prepared in connection with the Research including, without limitation, reports (e.g., case report forms, any data summaries, any interim or final report) and all information regarding inventories and disposition of all drugs and devices used in or resulting from the Research to the extent housed or maintained at Institution.

II. Award of Grant.

A. AACR shall provide Grantee’s Institution with Grant Funds in the total amount of \$100,000. Grant Funds will be paid to Institution as set forth in Section IV. The Grant is made contingent on Grantee’s agreement to forego any other funding that would require relinquishment of the Grant.

1. Because of the importance of Grantee to the Research, AACR will provide information about Grantee (e.g., name, degrees, institution) to Funder. Additional materials will be provided to Funder as detailed in Section VII.E.

B. Grantee's attendance at the Annual Grantee Recognition Event during the AACR Annual Meeting or a similar recognition event is a condition of acceptance of this Grant. Grantee will be contacted regarding arrangements. Up to \$2,000 may be allocated from Grant Funds to support Grantee's registration and travel for this Event.

1. In the event Grantee is awarded an AACR Scholar-in-Training Award (SITA) concurrently, the SITA funds must be used for travel to the Annual Meeting to accept this award in lieu of Grant funds being used for travel.

2. In the event of unforeseen scheduling changes, Grantee will be contacted regarding alternative arrangements.

C. No Grant Funds will be disbursed prior to the Grant Term. If funds are needed for Grantee's travel to the Annual Grantee Recognition Event, Grant Funds may be used to reimburse Institution for any advance provided to Grantee for travel. When the Grant Term begins, Institution may transfer the applicable AACR-allowed travel charges to Grant Funds. This transfer must be reflected in the first financial report of expenditures submitted to AACR.

III. Term.

A. The Grant Term of this Agreement will be one year beginning on the Effective Date.

B. If Grantee is unable to commence the Research by the Effective Date, AACR's RGA must be immediately notified. AACR retains the right to terminate the Grant if the Research is not, or will not be, commenced within 30 days of the Effective Date, unless prior approval from AACR's RGA is obtained.

C. Notwithstanding anything in this Agreement to the contrary, the continuation of the term of this Agreement for each successive year of the Grant Term (if any) will be contingent on receipt by AACR of funding for this Research for such year from Funder. If AACR fails to receive such funding with respect to any year, AACR may terminate this Agreement by written notice to Grantee and Institution given as soon as reasonably possible prior to the start of such year.

IV. Payments.

A. Grant Funds shall be paid in the following installments: (i) \$45,000 within 30 days of the Effective Date; (ii) \$45,000 within 30 days after AACR's approval of timely submitted interim progress and financial reports described in Section VII; and (iii) \$10,000 within 30 days after AACR's approval of timely submitted final progress and financial reports described in Section VII. If the approved final financial report indicates that an amount less than \$10,000 is due to Institution, only that amount required to reconcile the Grant budget will be provided by AACR to Institution. All payments together will equal the total amount of the Grant. In all instances, AACR will make every effort to complete report approval within 60 days of receipt of all reports due on each due date.

B. Distribution of Grant Funds may be delayed or withheld if actual cumulative expenditures are significantly less than budgeted (with an unobligated balance greater than 25% of funds awarded as of the latest payment), without appropriate justification, as determined through financial reports.

V. Use of Grant Funds.

A. Institution will permit Grantee to use Grant Funds in accordance with the Budget following the Effective Date. Institution shall be responsible for administering the Grant in accordance with the Budget. All disbursements shall be in strict accordance with this Agreement.

B. Grant Funds are to be used for:

1. Salary and benefits expenses of Grantee. The percentage of salary requested may not exceed the percent effort dedicated to the Research. **No other expenses are permitted.** During the Grant Term, Grantee must dedicate 100% effort to the Research.

2. Up to \$2,000 may be used for registration, housing, travel, and subsistence expenses related to attendance at the Annual Grantee Recognition Event. Grantee **must** attend the Annual Grantee Recognition Event to formally accept the Grant. Travel funds are for Grantee **ONLY**.

C. Indirect costs must be kept to a minimum and shall not exceed 20% (\$16,666.67) of the total direct costs of the Grant. Indirect costs may include administrative costs, such as general administration and general expenses, departmental administration, sponsored projects administration, and student administration and services.

D. Salary and benefit expenses of any individuals other than Grantee, tuition, travel (other than to the Annual Grantee Recognition Event as noted in Section II), laboratory supplies, professional membership dues, and any other research-related expenses are **not** allowable expenses. In addition, no Grant Funds may be directed towards salary or benefits of any individuals from a U.S. government entity or for-profit industry, nor for any research expenses related to the Research that are incurred by these individuals.

E. No Grant Funds provided may be used for any political campaign, or to support attempts to influence legislation by any governmental body, other than making available the results of nonpartisan analysis, study, and research. Grant Funds may not become part of Institution's or any organization's endowment fund, capital campaign, construction, or renovation costs.

F. Institution will be accountable for the appropriate use of Grant Funds during the Grant Term. Institution shall be liable for reimbursement to AACR of any Grant Funds associated with any inappropriate or unauthorized expenditures of Grant Funds or fraudulent or improper conduct involving the use of Grant Funds.

G. Institution shall ensure that all staff use Grant Funds solely and expressly for the Research.

H. Institution shall ensure that Grantee exercises proper stewardship over Grant Funds and that costs charged to the Grant are allowable, allocable, reasonable, necessary, and

consistently applied. AACR may disallow any cost if it determines, through audit or otherwise, that the cost does not meet the tests of allowability, allocability, reasonableness, necessity, and consistency.

I. Grantee may be required to relinquish the Grant if additional funding to support Grantee which overlaps with the Grant Term is secured outside the AACR Clinical Oncology Research (CORE) Training Fellowship. Institution must require Grantee to inform AACR of any additional funding within 30 days of award notice and document this funding in the interim and final progress reports described in Section VII. Institution and Grantee are required to respond to requests from AACR for additional information about other funding for an evaluation of the combined budget and required effort.

J. Institution shall return to AACR any unexpended Grant Funds upon the expiration or earlier termination of this Agreement.

K. Term at Funder.

1. If travel is required for Grantee to begin work at Funder site, a limited stipend will be provided by AACR/Funder separate from the grant through AACR's/Funder's expense reimbursement system. This stipend is intended to allow Grantee to travel to Funder site prior to the start of the term to secure housing accommodations as needed. In addition, this stipend will also cover necessary costs for Grantee to travel to Funder site at the beginning of the term spent on site and to return home at the end of that term. The total amount of the stipend will be determined on a case-by-case basis and will be dependent upon the distance travelled by Grantee but will be no more than \$7,500. Housing costs for Grantee during the term at Funder facility shall be the responsibility of Grantee. Only actual expenses will be reimbursed, and AACR/Funder will provide guidance to Grantee for authorized expenses. For fellows sponsored by Johnson & Johnson, this stipend is intended to allow the fellow to travel to a Johnson & Johnson site(s) or study site(s) as needed and return home during the grant term. In addition, this stipend will also cover necessary lodging and subsistence for the fellow during these trips.

2. Grantee will spend the Grant Term on the premises of Funder to perform the Research. The year at Funder site will be determined on a case-by-case basis and will be at a time agreed upon by Grantee, the Academic Supervisor and/or Program Director, the mentor at Funder, and Funder. When Funder is Johnson & Johnson, Grantee's being physically on a premise of Johnson & Johnson or its affiliates is neither guaranteed nor required. If a suitable research facility at one of its premises is not provided, Johnson & Johnson will provide mentoring or other guidance to Grantee virtually.

3. When on Funder's premises, Grantee shall conduct only the agreed Research activities and no other work. In carrying out the Research activities at Funder's site, Grantee will be subject to all applicable policies and procedures of Funder, including but not limited to, those contained within policies covering: health and safety; smoking; fire; and the use of computers; and any legal or regulatory policies or procedures adopted from time to time by Funder. Funder shall use reasonable efforts to make Grantee aware of all applicable policies and regulations while Grantee is on Funder's premises, and upon Funder's request shall provide copies or access to online versions, and (where required) suitable training, to Grantee with regard to such. Funder shall provide Grantee with agreed-upon space and facilities to undertake the Research activities, as well as assistance and guidance as agreed between Funder and Grantee's Institution. Funder will be responsible for ensuring that Grantee receives any

relevant training to enable Grantee to undertake Grantee's duties during the performance of the Research activities, and Funder also will be responsible for the cost of any such training, unless otherwise agreed in writing between Funder and Grantee's Institution.

VI. Change in Research or Use of Funds. AACR reserves the right to terminate the Grant if Grantee's position, Institution, or funding support changes substantially from what was described in the Application.

A. If Grantee is appointed to a new position at Institution during the Grant Term, Institution is required to notify AACR in writing within 15 days of notice to Grantee of such appointment so that AACR may determine if the continuation of the Grant is appropriate.

B. If Grantee notifies Institution of an intent to transfer to a new institution during the Grant Term, Institution is required to notify AACR in writing within 15 days of receipt of such notice from Grantee. The Grant will be terminated unless a written request is made to AACR by Institution to transfer the Grant and such request is approved by AACR.

1. In order to request such consent, Institution shall submit to AACR, in writing: (i) a request to transfer the Grant, (ii) an interim progress report, (iii) a financial report of expenditures to date and the amount remaining to be transferred, (iv) a written confirmation from the new institution of its willingness to accept responsibility for the Grant, and (v) an updated budget and budget justification outlining how remaining funds will be spent at the new institution.

2. AACR may request additional information from Grantee, Institution, or the new institution as needed.

3. AACR will determine, within a reasonable period of time following receipt of the aforementioned information, if the transfer of the Grant to the new institution is acceptable. If approved, AACR will execute a new Grant Agreement with the new institution.

C. Institution shall notify AACR's RGA of any absence from professional duties by Grantee during the Grant Term that extends 30 or more days and the reason for such absence.

VII. Reporting Requirements.

A. Initial funding and continued funding for Grantee are contingent upon compliance by Grantee and Institution with the reporting requirements set forth herein and approval of the reports by AACR as described in this Section. Progress and financial reports are due to AACR's RGA according to the due dates listed below. Progress and financial reports **must** be submitted using the templates provided by AACR which will be available on the ProposalCentral Award Management System site no later than 90 days prior to the reports' due date. Continuation of the Grant funding is dependent on Grantee's productivity and evidence of scholarship, and not on obtaining a particular result. AACR will withhold release of any future Grant Funds until the scheduled reports corresponding to the status of the Research have been submitted and approved. If any scheduled report is more than 90 days past due, and no explanation has been provided for such delay satisfactory to AACR, AACR may terminate the Grant, and upon such termination the procedures of Section XI.E. shall apply. AACR will inform Grantee and Institution of approval or deficiencies in reports.

B. Required Reports. Institution is responsible for Grantee's compliance with the

following reporting requirements:

1. Interim Report. Grantee shall submit a detailed interim report corresponding to the first six months of the Grant Term summarizing research progress, including a lay summary and a summary of research completed. Grantee shall also submit a financial report showing the amount of Grant Funds expended, how Grant Funds were used, and how expenditures compared to the Budget for that reporting period. The interim reports will be due within 30 days from the end of the reporting period. The interim progress report should be substantive and include relevant and sufficient details.

2. Final Report. A final progress report and a final financial report shall be submitted to AACR no later than 60 days after the ending date of the Grant Term. Unexpended funds should be returned via electronic payment payable to account name "American Association for Cancer Research." Further account details must be obtained from AACR's RGA. The final progress report should be substantive and comprehensive.

C. The submission dates for reports will be provided after the Effective Date has been agreed upon by Institution, Funder, and AACR.

D. By accepting this Grant, Institution and Grantee give AACR and Funder permission to include Grant information (e.g., name, degrees, institution, grant amount) in publicly accessible databases. AACR will provide copies of interim and final progress reports to Funder or its designees, including copies submitted by Grantee of any publications and/or press releases and/or other publicity materials generated by Institution. AACR and/or Funder or its designees may use publicly non-confidential and/or previously published information from the reports for public dissemination, such as within their newsletters, on websites, or in other similar public resources; provided, however, that AACR shall not make any disclosure of research results that may affect the validity of the study or influence its results. To facilitate such public dissemination, Grantee and Institution shall fully cooperate with AACR in responding to AACR's reasonable requests for information with respect to the Research. AACR recognizes that information contained within interim and final reports clearly marked as confidential should be treated as such and will inform Funder that prior approval from AACR would be necessary before disclosing confidential information publicly. AACR will take into consideration the comments of Grantee prior to publicly disseminating such reports.

E. After the Grant Term has expired, Grantee will continue to respond to AACR and Funder's reasonable requests for information on their career progress and may be requested to provide their current Curriculum Vitae, update their contact information, or provide other relevant information. Grantee understands that this obligation survives the Grant Term and that they have an ongoing reasonable obligation to provide this information.

F. If applicable, Grantee and Institution agree to provide to AACR all information requested that is necessary for Funder and AACR to fulfil their reporting obligations under Section 6002 of the Affordable Care Act, which added Section 1128G to the Social Security Act, and its implementing regulations codified at 42 CFR 402 and 403 (collectively the "Sunshine Act"), in a form and/or manner reasonably requested to satisfy these reporting obligations.

G. Institution will provide access for AACR's auditors to Institution's books and records directly related to Grantee for a financial audit of the receipt and use of Grant Funds. Such audits will be during Institution's normal business hours and at such times and locations

as reasonably agreed to by Institution and AACR but, in any event, shall occur in each instance within 10 business days of AACR's request and at AACR's sole expense.

VIII. Publications and Acknowledgment of Support.

A. Institution and Grantee are encouraged to publish and present the results of the Grantee's research conducted under this Agreement. Any publications resulting from research funded in whole or in part by the Grant must be cited as follows: "Research supported by the AACR Clinical Oncology Research (CORE) Training Fellowship, Grant Number TBD." Electronic copies of all such publications must be forwarded to AACR's RGA after acceptance but before publication. In addition, whether during the term of the Grant or afterwards, Grantee and Institution shall include this citation on any publicity or communications (external or internal) resulting from the Grant, including but not limited to press releases, media reports, interviews, conference talks, and poster presentations of Study Data. Electronic copies of all such publicity or communications must be forwarded to AACR's RGA.

B. Active grantees who submit manuscripts to any AACR journal are entitled to publication fee discounts. The discount structure may change. AACR will make every effort to notify Grantee when these changes occur. If Grantee chooses to submit a manuscript to an AACR journal, we recommend that Grantee contact AACR's Publications Department to get up-to-date discount information. Current discounts are as follows: 25% discount off of all publication fees. If you are an AACR member, an additional 5% discount will be applied to all publication fees for a total 30% discount. There are currently two exceptions to this discounting structure:

1. If you choose to publish your manuscript as Open Access, the Open Access fee is not subject to discounting;

2. If you choose to publish in Cancer Research Communications, AACR's Gold Open Access journal, the fees are already substantially discounted so no additional discounts would apply.

C. In order to receive the publication discount noted above, Grantee must be a bylined author and must include the AACR grant number in the Grant Support section of the manuscript. Furthermore, Grantee must submit the manuscript after the start of the Grant Term but no later than 24 months after the termination of the Grant, which includes approved no-cost time extensions to the Grant Term.

D. Any reference to the AACR Clinical Oncology Research (CORE) Training Fellowship shall include the grant name in its entirety.

E. Grantee, Institution, AACR, and Funder may state factually on any of their websites and other materials their involvement with this Research and may reference on such websites any materials published in accordance with this Section VIII hereof without seeking prior approval from AACR. No external announcement, press release, or other public statement shall be made by Grantee, Institution, or any of its affiliated members, agents, or subcontractors to publicize their involvement with this Research, regardless of the medium used, without prior written approval of AACR and Funder, unless required by law or regulation, or to respond to an urgent situation in which it is unreasonable to secure prior approval. AACR will use its best efforts to review the language as promptly as possible and its approval will not be unreasonably withheld or delayed. AACR will coordinate with Funder regarding its review and will use its

best efforts to obtain Funder's approval of the language. AACR will provide Grantee and Institution with reasonable advance notice and an opportunity to comment prior to issuing any public statement regarding the Research. Social media announcements generated after AACR's official announcement do not require prior written approval of AACR.

F. Any external announcement, press release, other public statement, or social media announcement related to the awarding of this Grant may be made only after AACR's official announcement.

G. Except as provided in this Agreement regarding acknowledgment in publications, prior approval must be obtained from AACR's RGA for any use of the logos, trademarks, or service marks of AACR.

H. AACR requires that Institution list the annual support provided to Institution by this Grant whenever Institution lists grantor-supported research during the term of this Agreement.

IX. Research Results - Intellectual Property and Publications. The Grant will be contingent upon the execution of a research agreement that contains mutually acceptable provisions regarding ownership of and rights to Research results and publication of such results, as are determined between Funder and Institution. Because Grantee will be working at facilities of Funder and conducting Research focused on Funder's products and programs, Funder expects that Research results will be owned by Funder. Institution will use good faith efforts to advance negotiation and execution of the research agreement to enable timely confirmation of the Grant and commencement of the fellowship by the planned Effective Date. The rights of any of Funder's third-party collaborators who may have an interest in the materials that will be the subject of the Research also will be addressed when establishing the applicable intellectual property and publication provisions.

X. Indemnification. Institution hereby indemnifies and holds harmless AACR for any and all claims, liabilities, losses, and expenses (including attorneys' fees) to the extent arising from or caused by any of Institution's negligent, reckless, or intentionally wrongful act or omission, including without limitation research misconduct, undisclosed conflict of interest or professional malpractice, or fraud or other misconduct in applying for or expending Grant Funds or in carrying out, or reporting on, the Research.

XI. Term and Termination.

A. Grantee may not terminate the Grant Agreement prior to the end date without good cause and prior written approval from AACR. Failure to obtain such approval may constitute a breach of this Agreement. Institution shall require Grantee to comply with this provision and provide AACR with prompt notice of any intent to terminate the Grant Agreement. If approved, the termination shall be effective on the date upon which the Grantee is notified by AACR of approval of Grantee's request to terminate. Any unspent funds shall be returned to AACR, and final progress and financial reports submitted to AACR within 60 days of termination.

B. Unless extended by written agreement between AACR and Institution, the Grant Agreement will terminate upon the completion of the Research in accordance with the Deliverables, approval of the final progress and final financial reports by AACR, and final payment in accordance with the Payment Schedule set forth in Section IV. AACR will provide

Institution with notice in writing that the Agreement has been terminated in accordance with these terms.

C. AACR may terminate this Agreement at any time, and cease further funding, if AACR determines, in its sole discretion, that Grantee, or Institution (i) has materially breached this Agreement and such breach has not been cured within 30 days after notice is provided of said breach; or (ii) is not using Grant Funds for Grantee; or (iii) has taken action inconsistent with the terms of the research agreement; or (iv) has committed scientific fraud including fabrication, falsification, or plagiarism in proposing, conducting, or reporting the results of the Research; or (v) if Institution ceases to be qualified as a non-profit entity that is tax-exempt under federal and state laws; or (vi) if any scheduled report is more than 90 days past due without an explanation having been provided satisfactory to AACR. AACR retains the right to terminate the Grant if the Research is not commenced or pursued in a timely manner as set forth in Section III and in accordance with the Deliverables.

1. AACR will allow Grantee or Institution to take corrective measures should the possibility of termination arise from financial, ethical, administrative, or programmatic insufficiencies. In such cases, the Grant will be suspended until corrective actions are taken as outlined by AACR. AACR will notify Grantee and Institution as to the nature of such insufficiencies and give Grantee and Institution a reasonable opportunity (not more than 30 days) to resolve the insufficiencies to the reasonable satisfaction of AACR. If the insufficiencies are not resolved within a reasonable time of not more than 30 days or are not otherwise resolved to the reasonable satisfaction of AACR, AACR may upon written notice to Institution terminate this Grant. Upon notification by AACR of termination, a final financial report of expenditures must be submitted by Institution and the remaining balance of Grant Funds must be returned to AACR via electronic payment. Final progress and milestones reports outlining the work accomplished to date must also be submitted using the templates provided by AACR.

D. AACR may terminate this Agreement at any time, and cease further funding, if Funder fails to provide sufficient funds to support the Research, as determined by AACR in its sole discretion, or if Funder discontinues funding for the AACR Clinical Oncology Research (CORE) Training Fellowship.

E. In the event of a termination of this Agreement pursuant to Section XI.C., AACR shall be entitled to return of all unexpended Grant Funds and reimbursement of expended Grant Funds if AACR determines that such Grant Funds were improperly expended or if the benefit of the expenditure is substantially eliminated by the conduct giving rise to the termination. In addition, termination of this Agreement pursuant to Section XI.C. may jeopardize any future Grants by AACR to Grantee and/or Grantee's Institution. In the event of a termination pursuant to Section XI.D., AACR shall be entitled to a return of all unexpended Grant Funds. In addition to the provisions of Section X above, if AACR is required to engage in litigation against Institution to obtain any of the remedies set forth herein in the event of a termination, and is successful in obtaining any such remedy, Institution shall pay AACR's reasonable attorneys' fees and costs as part of such remedy.

F. Institution may terminate this Agreement at any time based on a material breach of the Agreement by AACR, provided that such breach has not been cured by AACR within 30 days after notice is provided of said breach.

XII. Miscellaneous.

A. Paragraph XII.A applies only when Funder is Johnson & Johnson. Institution and Grantee warrant that the performance of work under the Agreement hereunder will be performed in compliance with applicable local, state and federal laws and regulations and ordinances and applicable laws and government regulations. AACR warrants that it is not debarred by a competent health authority (including, if applicable, the US FDA); AACR shall not employ, contract with or retain any person directly or indirectly to perform work under the Agreement if such a person is or becomes debarred by a competent health authority (including, if applicable, the US FDA). Upon written request from Johnson & Johnson, AACR shall, within ten (10) calendar days, provide written confirmation that it has complied with the foregoing obligation.

B. Institution shall maintain insurance for the Research for medical professional liability and comprehensive general liability, on a "claims made" basis, against claims for personal injury, including bodily injury or death, and property damage and shall provide "tail" coverage for additional years after the termination of the Research sufficient to insure against any claims that may be asserted within the applicable statute of limitations. Such insurance shall be primary and non-contributory with any other insurance carried by AACR or Funder and shall provide appropriate waivers. Institution shall ensure that Grantee maintains insurance meeting the same criteria or that Grantee is provided with the same coverage under Institution insurance. Proof of such insurance shall be provided to AACR upon request.

C. Institution represents that it is and will continue to be during the Grant Term of this Agreement, recognized by the Internal Revenue Service (IRS) as a non-profit entity that is tax-exempt under federal and state laws. Institution shall notify AACR immediately of any change in its tax-exempt status.

D. By accepting this Grant from AACR, Institution assures AACR that Institution has in place adequate policy(ies) and procedures for reporting, investigating, and addressing allegations of professional or research misconduct including, but not limited to, harassment or discrimination.

E. Institution is required to notify AACR when Institution has determined that individuals identified as principal investigator or additional personnel in Grant have violated Institution's professional or research misconduct policy(ies). An authorized representative of Institution must notify AACR within 30 days of such determination. All required notifications must include, at a minimum, (a) name of the authorized Institutional representative submitting the notification, (b) name of the individual of concern, (c) description of the concern(s), (d) action(s) taken, and (e) any anticipated impact on Grant. AACR retains the right to suspend or terminate any grant pursuant to Section XI.C.

F. Headings and titles are inserted in this Agreement for convenience, are descriptive only, and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.

G. Nothing in this Agreement shall be construed to make the parties agents of each other or partners, or to permit either party to incur any expense or bind the other to any obligation not specifically set forth herein.

H. This Agreement may not be modified or amended except by an instrument in writing signed by both parties to this Agreement.

I. Neither Party may assign or otherwise delegate any of its rights or obligations hereunder without the prior written consent of the other Party. Any attempted assignment in violation of this paragraph shall be null and void, without legal force or effect.

J. Any representations that are deemed to be false will constitute a breach of the Agreement.

K. Any notice(s) required or permitted to be given by this Agreement relating to the terms and conditions of this Agreement shall be in writing and shall be delivered by e-mail, postal mail, facsimile (provided the sender has evidence of successful transmission), courier or shipping company, or personal delivery to the receiving party. Any notice so delivered shall be deemed to be given, delivered and received, if delivered by personal delivery, on the day of delivery and if delivered by e-mail, postal mail, facsimile or courier or shipping company, on the day following dispatch.

L. This Agreement and all attachments hereto constitute and contain the entire agreement and understanding between the parties and supersedes and replaces all prior negotiations and all agreements, proposed or otherwise, whether written or oral, concerning the subject matter hereof. No course of dealing, usage of trade, or course of performance shall be relevant to explain, supplement or modify any express provision of this Agreement. Unless otherwise stipulated in writing, this Agreement is made with the understanding that AACR has no obligation to provide other or additional support to Institution, Grantee or any other person.

M. All payments by AACR to Institution hereunder will reference the "GRANT NUMBER TBD" and will be made electronically via ACH or wire transfer in U.S. dollars.

N. Neither party shall be liable for any failure to perform as required by this Agreement to the extent such failure to perform is due to circumstances reasonably beyond such party's control, including, without limitation, labor disturbances or labor disputes of any kind, accident, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures imposed by law or regulation, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrence.