

RESEARCH GRANT AGREEMENT

The **Triple Negative Breast Cancer Foundation, Inc.** ("TNBCF") is pleased to award the **2013 Leslie Simon Breast Cancer Breakthrough Research Grant** in the amount of \$100,000.00 ("Grant") to **Stanford Cancer Institute** ("Grantee"), to support the research, "**Therapeutic Targeting of Alternative Translation in Triple-Negative Breast Cancer**" ("Research"), by Grantee's employees, Mark D. Pegram, M.D. and Toby Ward Ph.D. ("Researchers"). A summary of the Grant and Research is provided as an exhibit to this Agreement.

This Agreement ("Agreement") will serve to confirm and detail the terms and conditions of the funding and acknowledgement of the Grant.

1. PURPOSE AND ADMINISTRATION.

TNBCF has approved an award of \$100,000.00 to Grantee to cover the Research proposal submitted by Grantee's Researchers. Within thirty (30) days of the signing of the Agreement, TNBCF shall provide the Grant to Grantee for the funding of the Research. The parties agree that, except as specifically stated in this Agreement, TNBCF shall have no additional rights or obligations to Grantee. The award will be in effect until December 31, 2014 and shall be paid in one lump sum.

All funds granted by TNBCF to Grantee must be expended for the purposes stated in this Agreement. Grantee shall return to TNBCF any funds not expended or committed for the purposes of the Grant within the Term. Said return shall be made within sixty (60) days of termination of this Agreement. TNBCF shall be entitled to monitor the use of funds it has granted as set forth in this Agreement.

Grantee shall use this Grant to directly administer the Research being supported by the Grant. Grantee agrees that no Grant funds, resources or materials purchased with Grant funds shall be disbursed to any organization or entity, including affiliated entities, unless specifically set forth in this Agreement.

Prior written approval from TNBCF is required for significant changes in the purpose or administration of this Agreement.

2. GRANTEE TAX STATUS; CHANGE IN STATUS

Grantee represents that it is currently a tax-exempt entity described in the Internal Revenue Code ("Code") Section 501(c)(3). Grantee further agrees that it shall promptly give written notice to TNBCF if Grantee ceases to be exempt from federal income taxation as an organization. Grantee shall also inform TNBCF immediately of any significant change in the registration status, governance, jurisdiction, name, location, projects, goals and activities.

3. USE OF GRANT FUNDS.

- A. All of Grantee's actions with respect to this Grant shall be consistent with the laws and regulations to which it and TNBCF are subject, including (i) the laws and regulations governing public charities exempt from taxation purposes pursuant to Section 501(c)(3) of the Internal Revenue Code; and (ii) any other applicable federal or state law.
- B. Grantee shall be responsible for issuing the IRS form W-2 or Form 1099 (where applicable) to all individuals receiving honoraria or other forms of compensation from TNBCF's funds hereunder and shall be responsible for withholding and paying all required federal and state payroll taxes with regard to such compensation.

- C. No part of this Grant shall be used for purposes other than the charitable, educational, scientific, or literary purposes described in Section 170(c)(2)(B) of the Code.
- D. No part of this Grant shall be used directly or indirectly for any political activities or lobbying, including, but not limited to, support of, or opposition to, candidates, ballot initiatives, voter registration drives, or attempts to influence legislation, referenda or similar activities without express notice to, approval from and accounting to, TNBCF.
- E. No part of this Grant shall be used for any personal attack on, or vilification of, any person (whether by name or business affiliation), company, or governmental agency, whether individually or collectively.
- F. No part of this Grant shall be used for an award to another organization without the express prior written approval of TNBCF.
- G. Grantee shall require each organization or entity to which it distributes any portion of this Grant to enter into a written agreement with Grantee obligating such organization or entity to comply with the terms of this Agreement.
- H. Grant funds may not be used to purchase or provide alcoholic beverages.
- I. Grantee certifies that it does not employ or deal with any individuals or entities on any lists of terrorist-linked organizations issued by the United States Government, the United Nations or the European Union, or with any individuals or entities known to Grantee to support terrorism. Grantee agrees to undertake reasonable steps and precautions to ensure that funds provided by TNBCF are not ultimately distributed to terrorist organizations. Reports of steps and precautions taken to meet this goal must be provided to TNBCF upon request.

4. ACCOUNTING.

A systematic accounting record shall be kept by Grantee of the receipt and disbursement of funds and expenditures incurred under the terms of the Grant. Substantiating documents such as bills, invoices, cancelled checks, and receipts shall be retained in Grantee's files for a period of not less than five (5) years after expiration of the Term. Grantee agrees promptly to furnish TNBCF with copies of such documents upon TNBCF's written request.

Grantee agrees to make its records regarding this Grant available to TNBCF at reasonable times during normal business hours and upon reasonable written notice from TNBCF.

5. REPORTS AND PUBLICATION.

TNBCF requires that Grantee prepare and submit a summary report of research activities related to the Grant by June 1, 2014 for the purpose of documenting progress.

Additionally, Grantee agrees to provide a final report upon completion of the grant period. Both reports should include a narrative account of what was accomplished by the expenditure of funds (including a description of progress made towards achieving the goals of the grant), including dollar amounts. The reports must be provided to TNBCF within a 90 days period of time after the completion of the year or the grant period.

During the Term, the parties agree to refer to the Grant as "The Leslie Simon Breast Cancer Breakthrough Research Grant." TNBCF requires that Grantee ensure that any publications or public references resulting from the Research enabled by this Grant acknowledge the Grant and TNBCF by name. TNBCF shall be referred to in any such acknowledgement(s) as "Triple Negative Breast Cancer Foundation."

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Each party to this Agreement grants the other a limited, non-exclusive license to use each party's name solely for the above-referenced acknowledgment.

6. COPYRIGHT OWNERSHIP.

Except as may otherwise be provided in this Agreement, all copyright interests in materials produced as a result of the Research and this Grant are owned by Grantee.

7. CONFIDENTIALITY.

TNBCF may communicate to Grantee proprietary, confidential and other information during the term of this Agreement. Grantee shall treat all such information as confidential, whether requested to do so or not, and shall take all such reasonable precautions to prevent the unauthorized disclosure of any part of such information to any person outside its organization including, without limitation, taking all those precautions which Grantee uses to safeguard its own confidential information. Conversely, TNBCF agrees to apply the same level of confidence to information received from Grantee.

Such obligation of confidentiality shall survive the expiration or early termination of this Agreement and shall not apply to (i) information that is or becomes available in the public domain through no wrongful acts of Grantee or TNBCF; and (ii) information disclosed pursuant to any court or regulatory order served upon either party, provided that either party gives the other prompt notice of such order, (iii) information which was rightfully known to the Grantee prior to the date of disclosure by TNBCF; (iv) information that was received by the Grantee on an unrestricted basis from a third-party; or (v) information that is independently developed by the Grantee without use of TNBCF's information.

8. GRANT TERM AND TERMINATION.

The term of the Agreement shall be effective upon the signing of the Agreement by both parties and shall end on December 31, 2014 ("Term"). This Agreement may be terminated at any time prior to the expiration of the Term by written agreement of the parties or upon evidence of use of the funds for purposes other than set forth in this Agreement.

9. LIMITATION; CHANGES.

The parties agree that except as specifically stated in this Agreement, TNBCF shall have no additional rights or obligations to Grantee. Any changes, additions, or deletions to the conditions of the Grant must be mutually agreed upon in writing by TNBCF and Grantee.

10. CONFLICTS OF INTEREST.

Grantee shall disclose to TNBCF any potential conflict of interest between TNBCF, Grantee, participants, recipients, or decision-makers in the issuance of this Grant from TNBCF to Grantee as soon as the Grantee becomes aware of such conflict.

11. GOVERNING LAW.

Reserved .

12. LIABILITY.

Grantee shall assume responsibility for any and all errors, omissions, liabilities or damages arising as a result of the Grantee's sole performance of services under this Agreement pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

13. INSURANCE.

Grantee shall provide for general and professional liability coverage for insuring the Grantee, its trustees, faculty, and employees, including the Researcher, performing its sole obligations under this Agreement through a program of self-insurance, providing limits of coverage of not less than \$1,000,000 per claim, and \$3,000,000 in the aggregate annually on an occurrence basis, pursuant to and governed by The State of New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. Nothing stated in this paragraph shall be construed to imply indemnification of any party by Grantee.

14. CIA COMPLIANCE.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b(b) ("Anti-Kickback Statute"), or the federal Stark Law set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

This Agreement represents the complete and exclusive statement of the agreement between TNBCF and Grantee and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of the Agreement.

We trust that this Agreement accurately reflects our mutual interest and agreement with regard to the Grant. Please indicate your agreement by signing below. We are grateful for your dedication to the study of triple negative breast cancer and look forward to the results of your Research.

Thank you for the opportunity to work together!

Very truly yours,

TRIPLE NEGATIVE BREAST CANCER FOUNDATION, INC.

By: 

Name: Hayley Dinerman

Title: Executive Director

Date: 12/31/13

Grantee's signature page to follow.

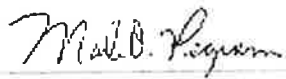
AGREED TO AND ACCEPTED BY:

Board of Trustees of the Leland Stanford Junior University

By: 
Caroline E. Jones, MPA
Name: **Sr. Contract & Grant Officer**
Title: **Office of Sponsored Research**
Stanford University
Date: 12/13/13

READ AND ACKNOWLEDGED:

MARK D. PEGRAM, MD

By: 
Title: **Grantee Researcher**
Date: 12/12/13

READ AND ACKNOWLEDGED:

TOBY WARD, PH.D.

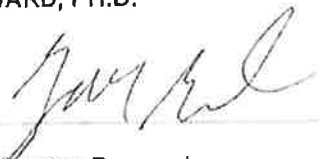
By: 
Title: **Grantee Researcher**
Date: 12/12/2013

EXHIBIT 1
GRANT AND RESEARCH SUMMARY