SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General ("OIG") of the Department of Health and Human Services ("HHS"), (collectively, the "United States"), Dana-Farber Cancer Institute, Inc. ("Dana-Farber"), and Sholto David ("Relator") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Dana-Farber is a cancer treatment and research center with locations in Massachusetts and New Hampshire. Dana-Farber receives research grant funding from federal government agencies including the National Institutes of Health ("NIH"), a component of HHS.

B. Dana-Farber applied for and received funding from NIH through the grants listed in Attachment A (collectively, the "Subject Grants"). The United States contends that Dana-Farber submitted or caused to be submitted claims for payment to NIH concerning the Subject Grants.

C. On April 22, 2024, Sholto David filed a qui tam action in the United States District Court for the District of Massachusetts captioned *United States of America ex rel. Sholto David v. Dana-Farber Cancer Institute, Inc.*, Civil Action No. 24-cv-11059-WGY, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action"). The Civil Action alleges, *inter alia,* that Dana-Farber violated the False Claims Act, 31 U.S.C. § 3729(a)(1) and (2), by using fraudulent images in grant applications and research articles to induce the NIH to pay millions of dollars to support research at Dana-Farber.

D. Dana-Farber admits, acknowledges, and accepts responsibility for the following facts:

1. Dana-Farber applied for and received NIH funding through the Subject Grants. One Dana-Farber employee ("Researcher 1") served as the principal investigator or a project director for the Group 1 Subject Grants and another Dana-Farber employee ("Researcher 2") served as the principal investigator or a project director for the Group 2 Subject Grants, as set forth in Attachment A.

2. Researcher 1:

a. In accepting the Subject Grants, Dana-Farber agreed to comply with the terms and conditions of those Grants, including complying with certain NIH regulations and the NIH Grants Policy Statement. In particular, the terms and conditions of the Subject Grants required that Dana-Farber principal investigators oversee and assume responsibility for the proper conduct of the federally funded projects, and that Dana-Farber use the funds only for allowable expenses.

b. Dana-Farber researchers working under Researcher 1's supervision used funds from the Group 1 Subject Grants to conduct research that resulted in the publications listed in Attachment A (the "Subject Publications"). The Subject Publications contained certain images and data that were misrepresented and/or duplicated, including, for example: (1) reusing images to represent different experimental conditions; (2) duplicating images to represent different testing conditions, mice, and/or timepoints; or (3) rotating, magnifying, or stretching images. Researcher 1 failed to exercise sufficient oversight over these researchers in the course of their preparation of the Subject Publications and their conduct of the underlying research reported in the Subject Publications. As a result, Dana-Farber spent funds from the Group 1 Subject Grants that were unallowable.

3. Researcher 2:

a. Dana-Farber submitted applications to NIH for the Group 2 Subject Grants, for which Researcher 2 served as principal investigator or project director, and which included certifications that statements in each of the grant applications were true, complete, and accurate. NIH reviewed and relied upon those application materials when deciding to award Dana-Farber the Group 2 Subject Grants.

b. Applications for the Group 2 Subject Grants contained substantive descriptions about research appearing in the article titled "The Cyclophilin A-CD147 complex promotes the proliferation and homing of multiple myeloma cells" published in the journal *Nature Medicine* in 2015 (the "Journal Article"). The statements in the applications, however, did not disclose that certain images and data in the Journal Article were misrepresented and/or duplicated, including, for example, that: (1) images were rotated and duplicated to represent (a) a control sample and a test sample in the same experiment, and (b) different test samples for the same experimental condition; (2) blot bands were stretched and reused to represent the results of two different experiments; (3) images were duplicated to represent two different mice; and (4) other images were magnified and duplicated.

E. The United States contends that it has certain civil claims against Dana-Farber for engaging in the conduct described in Recital D during the period of April 22, 2014, through April 22, 2024 (hereinafter referred to as the "Covered Conduct"). In particular, the United States contends that, as a result of the Covered Conduct, Dana-Farber caused the submission of false claims to NIH by (1) falsely certifying compliance with grant terms and conditions, including that (i) principal investigators and/or project directors are responsible for overseeing the scientific conduct of NIH-funded research projects; and (ii) NIH funds only would be used for allowable expenses; and (2) submitting applications for funding to NIH that included false

and misleading statements that induced NIH to award funding to Dana-Farber, despite Dana-Farber certifying to the truth and accuracy of statements in the application.

F. Dana-Farber received credit under the Department of Justice's guidelines for taking disclosure, cooperation, and remediation into account in False Claims Act cases, Justice Manual § 4-4.112. Among other actions, Dana-Farber summarized voluminous materials relevant to the government's investigation, voluntarily disclosed additional allegations of research misconduct relevant to the government's investigation, voluntarily produced materials without a subpoena, sought to resolve this matter expeditiously, accepted responsibility for its conduct, and implemented remedial measures.

G. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

In consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Dana-Farber shall pay to the United States fifteen million dollars ($15,000,000), plus interest accruing at an annual rate of 4.375% per annum from August 27, 2025, until the date of payment ("Settlement Amount"). Of the Settlement Amount, $8,571,428.57 shall constitute restitution to the United States. Dana-Farber will pay the Settlement Amount no later than thirty (30) days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of Massachusetts.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay 17.5% percent to Relator by electronic funds transfer ("Relator's Share").

3. Dana-Farber has agreed to pay Relator's attorneys' fees related to the Civil Action, as contemplated by 31 U.S.C. § 3730(d), in the amount of $328,498.53.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases Dana-Farber from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Administrative False Claims Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 6 below, and upon the United States' receipt of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Dana-Farber and its trustees, officers, agents, employees, counsel, and insurers from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. Notwithstanding the releases given in Paragraphs 4 and 5 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs; the suspension and debarment rights of any federal agency;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability of individuals; and

g. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

7. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of Relator's Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Except as provided in Paragraph 3 above and upon the United States' receipt of the Settlement Amount and Dana-Farber's full payment of the amounts due under Paragraph 3, Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases Dana-Farber and its affiliates and their respective trustees, officers, agents, employees, counsel and insurers from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Relator has asserted, or could have asserted, on or at any time prior to the Effective Date of this Agreement.

9. Dana-Farber waives and shall not assert any defenses Dana-Farber may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment

of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

10. Dana-Farber fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Dana-Farber has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

11. Dana-Farber, for itself and its affiliates and their respective successors, trustees, officers, attorneys, agents, and assigns releases Relator and its counsel from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Dana-Farber has asserted, could have asserted, on or at any time prior to the Effective Date of this Agreement.

12. Dana-Farber agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; incurred by or on behalf of Dana-Farber, its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement;

(2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;

(3) Dana-Farber's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

(4) the negotiation and performance of this Agreement; and

(5) the payment Dana-Farber makes to the United States pursuant to this Agreement and any payments that Dana-Farber may make to Relator, including costs and attorneys' fees,

are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Dana-Farber, and Dana-Farber shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Dana-Farber further agrees that within 90 days of the Effective Date of this Agreement it shall identify and repay any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Dana-Farber or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Dana-Farber agrees that the United States, at a minimum, shall be entitled to recoup from Dana-Farber any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Dana-Farber or

any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Dana-Farber or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Dana-Farber's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

13. This Agreement is intended to be for the benefit of the Parties only.

14. Upon receipt of the payment described in Paragraph 1, above, Relator and the United States shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Federal Rule of Civil Procedure 41(a)(1). The Joint Stipulation of Dismissal shall state that: (1) claims for the allegations described in the Covered Conduct are dismissed with prejudice as to the United States; (2) all other claims in the Civil Action against Dana-Farber shall be dismissed without prejudice as to the United States; and (3) all claims in the Civil Action against Dana-Farber, including any claims for attorneys' fees and expenses under 31 U.S.C. § 3730(d), shall be dismissed with prejudice as to the Relator.

15. Except as provided above, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

16. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

17. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Massachusetts. For purposes of construing this Agreement, this

Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

18. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

19. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

20. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

21. This Agreement is binding on Dana-Farber's successors, transferees, heirs, and assigns.

22. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

23. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

24. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[Signature Pages and Attachment A Follow]

THE UNITED STATES OF AMERICA

DATED: 12/11/2025 BY: Olivia Benjamin
OLIVIA BENJAMIN
BRIAN LAMACCHIA
Assistant United States Attorneys
District of Massachusetts

DATED: _____ BY: _____
MEGAN ENGEL
Trial Attorney
Civil Division
United States Department of Justice

DATED: 12/1/2025 BY: _____
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

THE UNITED STATES OF AMERICA

DATED: _____ BY: _____

OLIVIA BENJAMIN
BRIAN LAMACCHIA
Assistant United States Attorneys
District of Massachusetts

DATED: 12/2/25 BY: Megan F. Engel

MEGAN ENGEL
Trial Attorney
Civil Division
United States Department of Justice

DATED: _____ BY: _____

SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DANA-FARBER CANCER INSTITUTE, INC.

DATED: 12/10/25 BY: _____

BENJAMIN L. EBERT, MD, PHD
President and Chief Executive Officer
Dana-Farber Cancer Institute, Inc.

DATED: _____ BY: _____

MARK W. MCPHERSON
CHRISTINE G. SAVAGE
Counsel for Dana-Farber Cancer Institute, Inc.

DANA-FARBER CANCER INSTITUTE, INC.

DATED: _____ BY: _____

BENJAMIN L. EBERT, MD, PHD
President and Chief Executive Officer
Dana-Farber Cancer Institute, Inc.

DATED: 12/10/2025 BY: _____

MARK W. MCPHERSON
CHRISTINE G. SAVAGE
Counsel for Dana-Farber Cancer Institute, Inc.

DANA-FARBER CANCER INSTITUTE, INC.

DATED: _____ BY: _____

BENJAMIN L. EBERT, MD, PHD
President and Chief Executive Officer
Dana-Farber Cancer Institute, Inc.

DATED: 12/10/2025 BY: Christine L. Savage

MARK W. MCPHERSON
CHRISTINE G. SAVAGE
Counsel for Dana-Farber Cancer Institute, Inc.

RELATOR SHOLTO DAVID

DATED: 24NOV2025 BY: _____
SHOLTO DAVID

DATED: 11/24/25 BY: _____
EUGENIE REICH
GREGG SHAPIRO
Counsel for Sholto David

ATTACHMENT A

The Subject Grants

Group 1	P01CA078378 (Subproject 1 and Administrative Core)
	P01CA155258 (Subproject 3)
	P50CA100707 (Administrative Core 1, Career Enhancement Program 1, Developmental Research Program 1, and Project 1)
	R01CA050947
	R01CA178264
	R01CA207237
Group 2	P01CA206978-1 (Core 2)
	P01CA206978-2 (Core 2)
	R01CA196783
	R01CA248393

The Subject Publications

PubMedID	Journal	Year	Article Name	Authors
29487385	Leukemia	2018	Histone deacetylase (HDAC) inhibitor ACY241 enhances anti-tumor activities of antigen-specific central memory cytotoxic T lymphocytes against multiple myeloma and solid tumors	Jooeun Bae, Teru Hideshima, Yu-Tzu Tai, Yan Song, Paul Richardson, Noopur Raje, Nikhil C. Munshi, & Kenneth C. Anderson
27668268	Journal of Leukemia	2015	Lenalidomide Polarizes Th1-specific Anti-tumor Immune Response and Expands XBP1 Antigen-Specific Central Memory CD3+CD8+ T cells against Various Solid Tumors	Jooeun Bae, Derin B. Keskin, Kristen Cowens, Ann-Hwee Lee, Glen Dranoff, Nikhil C. Munshi, & Kenneth C. Anderson
37890146	Blood	2024	Differentiation of BCMA-specific induced pluripotent stem cells into CD8ab+ T cells targeting myeloma	Jooeun Bae, Shuichi Kitayama, Zach Herbert, Laurence Daheron, Keiji Kurata, Derin B. Keskin, Kenneth Livak, Shuqiang Li, Mubin Tarannum, Rizwan Romee, Mehmet Samur, Nikhil C. Munshi, Shin Kaneko, Jerome Ritz, & Kenneth C. Anderson

PubMedID	Journal	Year	Article Name	Authors
36780189	Clinical Cancer Research	2023	BRD9 Degradation Disrupts Ribosome Biogenesis in Multiple Myeloma	Keiji Kurata, Mehmet K. Samur, Priscilla Liow, Kenneth Wen, Leona Yamamoto, Jiye Liu, Eugenio Morelli, Annamaria Gulla, Yu-Tzu Tai, Jun Qi, Teru Hideshima, & Kenneth C. Anderson
31427721	Leukemia	2020	BCMA peptide engineered nanoparticles enhance induction and function of antigen-specific CD8+ cytotoxic T lymphocytes against multiple myeloma: Clinical applications	Jooeun Bae, Neha Parayath, Wenxue Ma, Mansoor Amiji, Nikhil Munshi, & Kenneth C. Anderson
32898244	Blood Advances	2020	The immunomodulatory drugs lenalidomide and pomalidomide enhance the potency of AMG 701 in multiple myeloma preclinical models	Shih-Feng Cho, Liang Lin, Lijie Xing, Yuyin Li, Kenneth Wen, Tengteng Yu, Phillip A. Hsieh, Nikhil Munshi, Joachim Wahl, Katja Matthes, Matthias Friedrich, Tara Arvedson, Kenneth C. Anderson, & Yu-Tzu Tai
32060401	Leukemia	2020	A novel BCMA PBD-ADC with ATM/ATR/WEE1 inhibitors or bortezomib induce synergistic lethality in multiple myeloma	Lijie Xing, Liang Lin, Tengteng Yu, Yuyin Li, Shih-Feng Cho, Jiye Liu, Kenneth Wen, Phillip A. Hsieh, Krista Kinneer, Nikhil Munshi, Kenneth C. Anderson & Yu-Tzu Tai
30135465	Leukemia	2019	APRIL signaling via TACI mediates immunosuppression by T regulatory cells in multiple myeloma: therapeutic implications	Yu-Tzu Tai, Liang Lin, Lijie Xing, Shih-Feng Cho, Tengteng Yu, Chirag Acharya, Kenneth Wen, Phillip A. Hsieh, John Dulos, Andrea van Elsas, Nikhil Munshi, Paul Richardson, & Kenneth C. Anderson

PubMedID	Journal	Year	Article Name	Authors
30872779	Leukemia	2019	Selective Targeting of Multiple Myeloma by B cell Maturation Antigen (BCMA)-specific Central Memory CD8+ Cytotoxic T Lymphocytes: Immunotherapeutic Application in Vaccination and Adoptive Immunotherapy	Jooeun Bae, Mehmet Samur, Paul Richardson, Nikhil C. Munshi, & Kenneth C. Anderson
26338273	Leukemia	2015	SAR650984 directly induces multiple myeloma cell death via lysosomal-associated and apoptotic pathways, which is further enhanced by pomalidomide	H. Jiang, C. Acharya, G. An, M. Zhong, X. Feng, L. Wang, N. Dasilva, Z. Song, G. Yang, F. Adrian, L. Qiu, P. Richardson, N. C. Munshi, Y-T Tai, & K. C. Anderson
28270494	Clinical Cancer Research	2017	Blockade of deubiquitylating enzyme USP1 inhibits DNA repair and triggers apoptosis in multiple myeloma cells	Deepika Sharma Das, Abhishek Das, Arghya Ray, Yan Song, Mehmet Kemal Samur, Nikhil C. Munshi, Dharminder Chauhan, & Kenneth C. Anderson
27287071	Clinical Cancer Research	2016	Dual NAMPT and BTK targeting leads to synergistic killing of Waldenström Macroglobulinemia cells regardless of MYD88 and CXCR4 somatic mutation status	Michele Cea, Antonia Cagnetta, Chirag Acharya, Prakrati Acharya, Yu-Tzu Tai, Cao Yang, Davide Lovera, Debora Soncini, Maurizio Miglino, Giulio Fraternali-Orcioni, Luca Mastracci, Alessio Nencioni, Fabrizio Montecucco, Fiammetta Monacelli, Alberto Ballestrero, Teru Hideshima, Dharminder Chauhan, Marco Gobbi, Roberto M. Lemoli, Nikhil Munshi, Steven P. Treon, & Kenneth C. Anderson

PubMedID	Journal	Year	Article Name	Authors
27418644	Blood	2016	Osteoclasts promote immune suppressive microenvironment in multiple myeloma: therapeutic implication	Gang An, Chirag Acharya, Xiaoyan Feng, Kenneth Wen, Mike Zhong, Li Zhang, Nikhil C. Munshi, Lugui Qiu, Yu-Tzu Tai, & Kenneth C. Anderson
24569262	Blood	2014	Novel anti–B-cell maturation antigen antibody-drug conjugate (GSK2857916) selectively induces killing of multiple myeloma	Yu-Tzu Tai, Patrick A. Mayes, Chirag Acharya, Mike Y. Zhong, Michele Cea, Antonia Cagnetta, Jenny Craigen, John Yates, Louise Gliddon, William Fieles, Bao Hoang, James Tunstead, Amanda L. Christie, Andrew L. Kung, Paul Richardson, Nikhil C. Munshi, & Kenneth C. Anderson