

**COOPERATION AGREEMENT OF SISTER
INSTITUTION**

Formattato: Evidenziato

BY AND BETWEEN

**ISTITUTO EUROPEO DI ONCOLOGIA
Milan, Italy**

AND

**FUDAN UNIVERSITY SHANGHAI CANCER CENTER
Shanghai, China**

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This cooperation agreement of **Sister Institutions (Agreement)** dated 9th. January, 2012 is made by and between

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FUDAN UNIVERSITY SHANGHAI CANCER CENTER, having its registered office at 270 DongAn Road, Shanghai, 200032, China, hereby represented by Dr Xiaomao Guo, President, hereinafter referred to as FUSCC,

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and

ISTITUTO EUROPEO DI ONCOLOGIA SRL (European Institute of Oncology) having its registered office in Via Filodrammatici 10, Milano, Italy, hereby represented by Mr Stefano Michelini, General Manager, , hereinafter referred to as “IEO”.

FUSCC and IEO are sometimes hereinafter referred to each as a “Party” and collectively as the “Parties”.

WHEREAS

IEO is a medical institution specialized in prevention, diagnosis, treatment, research and training in the oncology field, according to the most advanced international standards, in which, its Scientific Director is Prof. Umberto Veronesi.

FUSCC is the only comprehensive cancer center in Shanghai, FUSCC has the overwhelming advantage of specialized multidisciplinary cancer treatment It is also a non-profit organization and a university-affiliated hospital devoted to the healthcare of the cancer patients. FUSCC focus on the early diagnostic and early treatment of cancer with multidisciplinary treatment that strictly follows international standards. Surgery, radiotherapy, chemotherapy, traditional Chinese medicine, interventional therapy and biotherapy are combined to yield optimal outcomes.

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NOW, THEREFORE,

in consideration of the foregoing premises and the mutual covenants in this Agreement, the receipt and sufficiency of which are hereby acknowledged,

The Parties hereby agree as follows:

Article I: Scope of the Agreement

1. FUSCC and IEO wish to enter into a co-operative relationship for the purpose of sharing common experiences in the different cancer pathologies treated by the Parties, the application of up to date protocols and technologies for diagnosis and cure and the set up of common clinical trials and research projects.

Article II: Specific Goals

2. Specific objectives should include the following:

- Exchanges for lectures and teaching activities of Italian professors (two) in China and Chinese professors (two) in Italy to set up a group of work to better understand similarities and differences in cancer epidemiological aspects and, consequently, the adoption of specific diagnostic and therapeutic protocols.

- This exchange should normally take place once a year for a period not exceeding one week, for each session.

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- On the job training, either in IEO and at FUSCC, for young fellows in medical oncology, radiotherapy, advanced surgery, including Robotics prevention and early screening for different types of cancer, tissues data bank, molecular biology, translational researches and communication in Medicine.

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The training should normally cover a period of 4 to 6 months of constant presence of the fellows at the selected Center and will include the attendance of Chinese clinicians in IEO's periodical multidisciplinary clinical meetings);

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The whole costs of the training should be normally supported by the sending Part.

- Subject to the compliance of IEO's protocols, policies and procedures, IEO will provide second opinions, upon request, (via telephone, e-mail, telemedicine) in particularly complex cases and FUSCC will do the same if requested.

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- The organisation, normally once a year, of scientific events in Italy and Shanghai China. The events will take place alternatively in Milan and Shanghai.

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The first event is expected to take place in Shanghai the second half year of 2012; the provisional title is "International China Italy Workshop on Clinical Trials in Oncology Going Global" (pending).

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A second event is scheduled for March 2013, in Milan, with the provisional title of "International Italy China Workshop on Cancer Translational Researches. From bench to bedside".

- Jointly promote prevention and medical education programs, seminars and conferences.

- This includes the possibility of offering to third parties selected educational programs, international scientific events and conferences - to be held or broadcast, via teleconference, from Milan to Shanghai and viceversa.

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- Continuing cooperation in International clinical trials, Surveys and Researches, Cost Benefit Analysis in Prevention, Chemo and Radiotherapy therapies and other areas to be commonly agreed upon by the Parties.

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- A comprehensive annual evaluation of all the activities carried on under this cooperation agreement, will take place on the occasion of a common meeting.

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Article III: Parties' Contribution

3. With respect to the activities listed above FUSCC and IEO agree upon that, for the exchange of Professors, the sending Party will support the travel expenses while the hosting Party will provide full board accommodation. For the other actions the Parties will jointly look for the identification of the necessary financial backing.

Article IV: Renewal Amendment and Termination

4. This Agreement shall be effective for an initial period of three years from this date. Thereafter, it may be extended for a further period of three years or for any other period of time as deemed appropriate by both parties, subject to their mutual consent and any such extension to be made in writing.

4.1 This Agreement will be reviewed every year. The first review will take place on or near the anniversary of the date of the Agreement.

4.2 Either party may amend this agreement at any time, provided it is with prior written consent of the other party.

4.3 Either party may terminate this [cooperation](#) agreement at any time and with no penalties by giving six months notice to the other party in writing.

Article V: Publicity and Intellectual Property

5.1 Publications and press releases including the IEO name must be submitted to IEO for approval. Notwithstanding this requirement, the parties agree that FUSCC may note the existence of this collaboration in dialogue with potential pilot providers and on its company websites.

5.2 All Background, Intellectual Property and Know-How owned by IEO is and shall remain the property of IEO.

Article VI: Confidential Information

6.1 During the term of this agreement and for a period of three (3) years after its termination, each Party shall not, and shall ensure that its personnel associated with the collaboration shall not, disclose to third parties or utilise for any purpose other than the performance of the collaboration any Confidential Information, including the specific terms of this agreement, know-how, confidential documents or other confidential information or proprietary information which may be disclosed or provided hereunder.

6.2 The obligations of confidentiality do not apply to the extent that the confidential information:

6.2.1 Becomes part of the public domain (otherwise than as a result of breach of this Agreement by the recipient).

6.2.2 Is independently developed by the recipient without use of or reference to any Confidential Information, as demonstrated by written documentation.

6.2.3 Is rightfully known to, or in the possession, or control of the recipient, and not subject to an obligation of confidentiality.

6.2.4 Is required by law to be disclosed.

Article VII: General

7.1 Any activity carried out within the broad framework of this Agreement shall be subject to the mutual consent of parties, taking into account any constraints of time, funding and other relevant resources.

7.2 The parties to this Agreement shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this Agreement

7.3 Each party, after informing the other party, should be free to ask, to apply or to access National and International Political and Scientific Institutions or Organization to find the necessary institutional and economic supports to increase the number and the quality of the international training/educational or common advanced researches projects of common interest

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8.1 This Agreement records the understanding between the parties and is not intended to be a legally binding document and shall not be enforceable in any Court of Law.

Article VIII: Contacts

9.1 In order to facilitate the cooperation between the parties and the implementation of concrete actions in line with the objectives described within the broad framework of this Agreement, both parties agree on identifying key contacts:

9.1.1 For what concerns IEO, Mr. Carlo Pampari (National and International IEO Network Manager).

9.1.2 For what concerns FUSCC, Dr. Dingwei Ye (Vice President, in charge of International Affairs)

9.1.3 Quale Medicina 2000, an internationally recognized no profit organization will support technical and organizational aspects of the scientific exchanges and projects decided by the parties

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Signed by Stefano Michelini Position CEO, General Manager	Signed by Xiaomao Guo Position President
For ISTITUTO EUROPEO DI ONCOLOGIA srl	For Fudan University Cancer Center Shanghai

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A preliminary action plan for 2012 should be included.

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