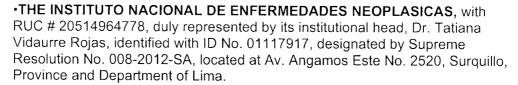


# FRAMEWORK AGREEMENT FOR COOPERATION BETWEEN THE INSTITUTO NACIONAL DE ENFERMEDADES NEOPLASICAS AND THE SOUTHWEST ONCOLOGY GROUP (SWOG)

This document certifies the Cooperative Framework Agreement entered into by:





DIRECCION

•THE SOUTHWEST ONCOLOGY GROUP (SWOG), represented by Laurence H. Baker, D.O., based at the University of Michigan in Ann Arbor, Michigan, located at 24 Frank Lloyd Wright Drive, PO Box 483 - Ann Arbor, MI 48106.



That is the interest of both institutions to establish a partnership in order to collaborate in the development and advancement of medical knowledge through mutual cooperation in the field of medical practice by improving the prevention, detection and treatment of cancer.



In accordance with the statement above, the parties agree to enter into this agreement, subject to the following clauses:





The Instituto Nacional de Enfermedades Neoplasicas - hereinafter referred to as INEN, is a public executive organization under the Ministry of Health, with its own internal public law of indefinite duration, that exercises its function autonomously with regards to finances, administration and policy; whose mission is to protect, promote, prevent and ensure comprehensive care of cancer patients, giving priority to persons with limited financial resources, and to technically and administratively lead at a national level the health services of neoplastic diseases. Likewise, according to Law No. 28748, jointly with the Ministry of Health, leading the fight against cancer and proposing regulations regarding the prevention and control of cancer in the country, according to the National Plan for the Comprehensive Cancer Care while improving access to oncology services in Peru.



The Southwest Oncology Group - hereinafter SWOG, is one of the cooperative groups of research studies of the National Cancer Institute in the United States, whose main mission is to conduct clinical research studies that prevent and treat cancer in adults, as well as to improve the quality of life of cancer patients, through exploratory studies on detection and prevention methods, studies of quality of life, and rehabilitation during and after cancer treatment.



#### **SECTION TWO: THE PURPOSE**

This agreement aims at developing programs, projects and inter-scientific cooperation in the field of oncology care, aimed at raising the level of health and quality of life of people with cancer.

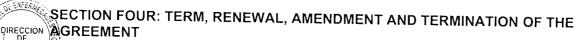




### SECTION THREE: THE OBJECTIVES

The agreement has the following objectives:

- 3.1 Establish the basis of reciprocal cooperation between **INEN** and **SWOG**, to optimize the institutional purpose in research, technology transfer, and others according to the needs of the parties.
- 3.2 Develop research studies and activities of scientific and technological exchange between the two institutions that are geared to finding solutions to neoplastic diseases.
- 3.3 Develop scientific activities that meet the needs of both parties.
- 3.4 Strengthen the training of specialists at INEN in clinical research, epidemiological, operational and social programs.
- 3.5 Develop scientific research programs within the framework of comprehensive health, prioritizing prevention, promotion, recovery and rehabilitation of health.



4.1 Terms Duration and Renewal:

The terms of this agreement shall be of three (3) years from the date of signature and may be automatically renewed for equal periods.

Notwithstanding the agreed period, the parties may unilaterally terminate this agreement at any time, by communicating its decision in writing to the other party, with an anticipation of 30 calendar days of the date on which the termination will occur, without any additional effects of the agreement.

#### 4.2 Amendments:

All changes that give rise to this agreement will be formally documented and signed by both parties.

4.3 The implementation of the agreement will be reviewed semi-annually by the Department of Cancer Control, which provides reports to relevant functional units, in order to annually issue a technical report with an analysis of the resources involved, the level of fulfillment of the obligations, and the recommendation on the continuation or not of the agreement.

## **SECTION FIVE: FINANCES**

Funding for the development of research studies will be undertaken collaboratively between the parties and may derive from governments, institutions, philanthropic organizations or any organization that supports research activities.





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# SECTION SIX: ASSIGNMENT OF CONTRACT POSITION

This agreement, the rights and obligations it provides may not be assigned, in whole or in part by either party except with the written consent of the other.

### SECTION SEVEN: PARTY ADDRESSES

The parties state their legal address as recorded by each, in the introductory section of the agreement, which must be included in any communication, notification, summons or notice.

# SECTION EIGHT: DISPUTE RESOLUTION

Any dispute arising from interpretation or implementation of this agreement will be resolved directly by the parties, to which they will utilize their best efforts to reach a harmonic resolution of their dispute based on good faith according to the common intention in the present agreement.

## SECTION NINE: APPROVAL AND SUBSCRIPTION

The parties agree to lend mutual support and cooperation to the achievement of the objectives of this agreement, taking into account the obligations of each party.

The signatures are in accordance with the content of the preceding clauses; the parties proceed to sign four identical copies on the 25<sup>th</sup> of February 2013.

Dra. TATIANA VIDAURRE ROJAS JEFE INSTITUCIONAL

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INSTITUTO NACIONAL DE ENFERMEDADES NEOPLÁSICAS-

**INEN** 

**GROUP CHAIR** 

SOUTHWEST ONCOLOGY GROUP -

SWOG.



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