



"YEAR OF THE PROMOTION OF RESPONSIBLE INDUSTRY AND COMMITMENT TO THE ENVIRONMENT"

MEMORANDUM OF UNDERSTANDING

BETWEEN

GEORGE WASHINGTON UNIVERSITY

AND

THE NATIONAL INSTITUTE OF NEOPLASTIC DISEASES OF PERU

This document certifies the Technical Specialized Memorandum of Understanding agreed between:

• THE NATIONAL INSTITUTE OF NEOPLASTIC DISEASES, with Tax ID. No. 20514964778, represented by its Administrative Head, Physician and Surgeon Tatiana Vidaurre Rojas, identified with National ID card No. 01117917, appointed by Supreme Resolution No. 008-2012-SA, with domicile located at Av. Angamos N ° 2520, Surquillo, Province and Department of Lima, which hereinafter will be referred to as the "INEN."

And the other party:

• GEORGE WASHINGTON UNIVERSITY, a non-profit corporation approved by the United States Congress, duly represented by its Executive Vice-President and Treasurer, Mr. Louis H. Katz, legally domiciled in the District of Colombia, U.S.A., which hereinafter will be referred to as "GW."

SECTION ONE: BACKGROUND

In Peru, cancer is a public health problem: it is the second ranked cause of death and it is responsible for approximately 17% of the deaths in the country. The risks factors are not appropriately controlled and if action is not taken, the problem will increase significantly in the future.

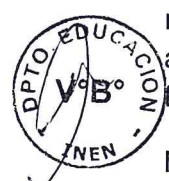
INEN's mission is to protect, promote, provide prevention and ensure comprehensive attention is given to cancer patients, prioritizing these persons with limited economic resources; as well as providing technical and administrative supervision for health services at a national level for neoplastic diseases and to carry out its own research and teaching in the Institute.

SECTION TWO: OBJECTIVE

The parties have a common interest in establishing a Memorandum of Understanding for Technical Services in the development and the implementation of research and other activities aimed at strengthening and improving health research and education. In order to achieve these aims, the parties intend to explore various areas of possible cooperation in order to promote and encourage research and training between the two countries in the areas of common interest.

NATIONAL INSTITUTE OF NEOPLASTIC DISEASES

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SECTION THREE: COOPERATION BETWEEN THE PARTIES

The cooperation can include, if the parties so decide, activities aimed at scientific and academic interaction between the two institutions, in order to complement their respective areas of specialization and contribute to achieving their institutional goals.

3.1. The areas of cooperation between the INEN and GW can include:

1. The exchange of scientists and students.

2. The exchange of research tools and methodologies, which will be subject to the terms that govern the transfer of intellectual property and to all of the applicable laws, regulations, and policies of the Parties.

3. The participation of scientists, doctors and researchers in discussions, conferences, workshops and seminars, organized by one or both Parties.

4. The development, the organization and the carrying out of symposiums, conferences, workshops and meetings of an academic and cultural nature.

5. The exchange of research materials, publications, and information in areas of common interest.

6. Carrying out cooperative activities between the INEN and GW, which can include, but are not limited to: research activities, obtaining of subsidies and financing, transfer of technology and marketing of research, development of educational programs and training, retention of personnel and institutional development long term planning.

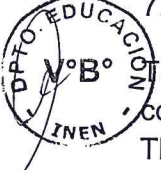
7. Other activities that are mutually beneficial for the Parties.

This MOU does not establish and will not be the basis for any legally binding obligation to collaborate or cooperate in any of the elements indicated in this section for either of the Parties. The Parties agree that the terms and conditions of union in relation to this type of collaboration or cooperation, including but not being limited to financial conditions, will be established in a subsequent definitive agreement that will be executed by the authorized representatives of the Parties.

SECTION FOUR: DURATION, TERMINATION, MODIFICATIONS, USE OF NAMES AND MARKS

4.1. Duration.

The duration of this Memorandum of Understanding will be for three (3) years starting from the date of the signature of the representatives of both Parties. The Parties can carry out modifications to this Memorandum of Understanding by mutual written agreement. Either of the



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Parties can end this Memorandum of Understanding at any time, by providing written notification with six (6) months' notice to the other party.

4.2. Modifications

All changes that are made to this Memorandum of Understanding will be formalized through an Addendum and signed by both parties.

4.3. Use of Name and Marks

Neither of the Parties will use the registered marks of the other Party without the prior written consent of the Party in each instance. GW will control the use of the names of George Washington University, including registered marks and associated service marks. INEN will have the right to use these names and marks with the purpose of carrying out its obligations under this Memorandum of Understanding, but only with the prior written consent of GW in each instance.

SECTION FIVE: MUTUAL NON-DISCLOSURE AGREEMENT

The Parties intend to explore a potential commercial relationship that contains confidential information (defined as any non-public information, including, but not being limited to, financial terms and lists of clients) that can be shared between GW and the INEN. Each Party agrees to not reveal to third parties any confidential information revealed to it by the other party or to use said Confidential Information for its own use or for any other purpose other than carrying out activities related to this MOU.

SECTION SIX: RESOLUTION OF DISPUTES

The Participants intend to resolve any dispute that may arise in relation to this Letter of Intent through discussions and mutual decisions.

SECTION SEVEN: COMPLIANCE WITH THE LAW

Each Party agrees that, in the framework of this Memorandum of Understanding, it will not offer, give or promise to give, directly or indirectly, any item of value to any government employee, political civil servant, political candidate, or their employees or to third parties in the knowledge that said item of value or any part of it could be offered, promised, or given to a government employee, an employee of a political party, political candidate, or an employee of these, with the purpose of obtaining or retaining business or securing an unfair advantage.



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PERU

Ministry of Health

National Institute of Neoplastic Diseases



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The persons signing below declare and guarantee that they are duly authorized by their respective institutions to execute this Memorandum of Understanding.

The National Institute of Neoplastic Diseases of Peru



Tatiana Vidaurre

Dr. Tatiana Vidaurre Rojas
Administrative head
National Institute of Neoplastic Diseases, Peru
Ministry of Health



5/27/15

Date



George Washington University

Jennifer Pelt

Jennifer Pelt Wisdom, PhD, MPH
Associate Vice President of Research

5/27/15

Date



Louis H. Katz

Louis H. Katz
Executive Vice President and Treasurer

5/21/15

Date

