

Agreement for Academic Cooperation and Exchange

Between

The Trustees of Indiana University on behalf of the Indiana University Melvin and Bren Simon Comprehensive Cancer Center
Indianapolis, IN, USA

and

National Cancer Institute (Národný onkologický ústav)
Bratislava, Slovakia

The Trustees of Indiana University ("Indiana University"), on behalf of the Indiana University Melvin and Bren Simon Comprehensive Cancer Center established in the State of Indiana, United States of America, and the National Cancer Institute (NOU), established in Bratislava, Slovakia (each a "Party" and collectively, the "Parties"), enter into this Agreement for Academic Cooperation and Exchange on this [Day] day of [Month], [Year] (the "Effective Date") and hereby agree as follows:

1. Background

IUSCCC is a National Cancer Institute-designated comprehensive cancer center in the United States. NOU is a comprehensive cancer center in Slovakia. The National Oncology Institute (NOI) is an essential part of NOU that participates in coordination of the National Oncology Program. An informal partnership has existed between IUSCCC and NOU since 2006 with NOU offering fellowships for clinicians from Slovakia to visit IUSCCC. Several faculty members from IUSCCC have also visited Slovakia to give lectures at NOU and local conferences over the last decade. This developing partnership has allowed for transfer of knowledge to increase the quality of cancer care in Slovakia. Furthermore, IUSCCC and NOU have conducted joint research projects, which have resulted in the publication of several original research and review articles by authors from both institutions.

2. Purpose

This Agreement will allow for formalization of the ongoing partnership between IUSCC and NOU through the NOI. The purpose of this partnership is to conduct bilateral educational activities aimed at increasing the level of expertise of oncologists in Slovakia. Such transfer of knowledge will ultimately lead to improved quality of cancer care in Slovakia.

The above goals will be accomplished by undertaking the following activities:

- a. An annual seminar organized at the NOU, Bratislava Slovakia: Invited speakers from the IUSCCC will give lectures in a one-day event. NOU or its sponsors will bear the cost associated with the activity. The Parties acknowledge that the activity will not take place if the NOU notifies the IUSCCC that NOU does not request the implementation of the activity. The notification needs to be delivered not later than 15 February of the particular year.
- b. The two parties will work towards developing a fellowship program for Slovakian clinicians practicing in oncology. The parties intend to call the fellowship the "Indiana-Slovakia Oncology Fellowship" and to set forth the terms of the fellowship program in a separate agreement.

- c. Upon successful initiation of the activities mentioned in points 1. and 2., the parties will explore the possibility of collaborating on oncology prevention, screening, and research programs.

3. Reporting

The parties will evaluate the activities being conducted under this Agreement by the end of January of each year.

4. Funding

This Agreement will allow for more effective acquisition of funding for mentioned educational activities from government, international organizations such as ESMO, ASCO, UICC etc., pharmaceutical companies and others. While the parties will work together to achieve the goals set forth above, this Agreement does not obligate either party to commit funding.

5. Duration and Amendment

- a. This Agreement will remain in force for a period of five (5) years from the Effective Date; however, either Party, at its discretion, may terminate this Agreement during its term by giving notice at least six (6) months in advance of the intended termination date.
- b. This Agreement may be amended or renewed by a written agreement signed by an authorized representative of each Party.

6. Communications and Notices

Each Party shall send communications or notices pertaining to this Agreement to the other Party at the relevant address set forth below or to such other address designated by that other Party through written notice.

Indiana University: Kelvin Lee, MD
Associate Dean of Cancer Research
Director, Indiana University Melvin and Bren Simon
Comprehensive Cancer Center
H.H. Gregg Professor of Oncology
Professor of Medicine
Professor of Microbiology & Immunology
Indiana University School of Medicine

IU Simon Comprehensive Cancer Center
980 W. Walnut Street
Walther Hall R3 C130
Indianapolis, IN 46202
317-278-1525
kplee@iu.edu

Partner Institution: NOU
Ing. Tomáš Alscher, MPH,
Prof. MUDr. Juraj Pechan, CSc.

Contact person:
Director of NOI:

MUDr. Maria Reckova, PhD.

Národný onkologický ústav
Klenová 1
833 10 Bratislava
Slovakia
Telephone: +421 2 59 378 224
Fax: +421 2 54 772 60
E-mail: noi@noisk.sk

7. Use of Logo and Name

Each Party grants, for the term of this Agreement, a limited, non-exclusive, royalty-free license to use its logo and name (the "Trademarks"), to the other Party, solely for the promotion of this Agreement and any joint programs and projects developed hereunder. The rights granted by Indiana University under this agreement are limited to the use of the logo and name of the [Name of Academic Unit]. Each Party agrees that each time it reproduces and/or republishes the other Party's Trademarks it shall do so in a form identical to that provided by each Party, without alteration. Each Party agrees to use the other Party's Trademarks in a careful and prudent manner. Except as otherwise set forth in this paragraph, each Party agrees not to use the other Party's name, trademarks, or other intellectual property in any manner whatsoever without prior written consent in each instance. Requests pertaining to Indiana University shall be emailed to the IU Office of Licensing & Trademarks at iulogo@iu.edu. The Parties acknowledge by this Agreement, that they acquire no right, title or interest in and to the other Party's Trademarks whatsoever other than to use the Trademarks in accordance with the term and conditions hereof. The use of each Party's Trademarks may not be assigned, transferred, shared or divided in any manner by the other Party without the prior written consent in each instance.

8. Equal Opportunity

Both Parties subscribe to the policy of Equal Opportunity and will not discriminate on the basis of race, sex, sexual orientation, age, ethnicity, religion or national origin. Both Parties shall abide by these principles in the administration of this Agreement and neither institution shall impose criteria for the exchange of participants which would violate the principles of non-discrimination.

9. Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement, the Parties shall establish a committee of six (6) senior representatives, three (3) appointed by each Party, to attempt to resolve the dispute.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

On behalf of:
TheNational Cancer Center, Slovakia

On behalf of:
The Trustees of Indiana University

Národný onkologický ústav
Ing. Tomáš Alscher, MPH
generálny riaditeľ

Ing. Tomáš Alscher, MPH,
General Director

Národný onkologický ústav
prof. MUDr. Juraj Pechan, CSc.
medicínsky riaditeľ

Prof. MUDr. Juraj Pechan, CSc.
Medical Director



Dean or Unit Representative from
IU Simon Cancer Center

Hannah Buxbaum

Hannah Buxbaum (May 21, 2022 05:30 EDT)

Hannah L. Buxbaum
Vice President for International Affairs



Donald S. Lukes
University Treasurer

KB/JG