MEMORANDUM OF UNDERSTANDING (MOU)

NATIONAL CANCER INSTITUTE BRATISLAVA, SLOVAKIA

AND

THE OHIO STATE UNIVERSITY, DEPARTMENT OF RADIATION ONCOLOGY, UNITED STATES OF AMERICA

The Ohio State University (OSU), Department of Radiation Oncology and the National Cancer Institute, Bratislava, Slovakia (hereinafter referred to as the "Participants");

In pursuance of the Joint Statements made during the joint meeting between OSU and the Participants on May 15th, 2023, which endorsed the first "Vision Statement for the Strategic Partnership" and agreed in principle to initiate cooperative activates to increase capacity in cancer research and patient care delivery.

Taking note of the strengthening relations of the two countries and recognizing the need to encourage co-operation in promoting advances in cancer research as well as broadening the scope of joint research activities and academic interchanges based on equality, reciprocity and mutual benefit.

Intending to provide the structure and basis for implementing and expanding such collaborative activities:

Have reached the following understanding:

Section 1 General Scope

- This Memorandum of Understanding (MOU) establishes the general framework of intended collaboration for promoting and conducting high-quality research to strengthen the evidence base necessary for cancer prevention, treatment and management.
- 2. The Participants intend to strengthen their collaboration, in conformity with the mission and objectives of each Participant, to cover, inter-alia, the following:
 - i. Education/Training:
 - 1. Clinical
 - i. Clinical trials
 - 2. Basic
 - i. Joint manuscripts

implementation of MOU activities in a nationwide manner which would help to fulfill the Slovak National Oncology Program.

- 5. The Participants may collaborate in any other manner as by mutual arrangement (or as determined jointly).
- 6. All activities described in and/or pursued by the participants under this MOU are subject to the availability of personal, sources, and funds.
- 7. The Participants intend to develop steps for implementing this MOU through consultations. For this purpose, they intend to establish a schedule of video conferences, and other interactions, which may include, but not be limited to, (i) discussing new opportunities, (ii) assessing progress on existing activities, (iii) sharing information about the availability of expertise and infrastructure resources and (iv) planning for scientific conferences and other joint activities.
- 8. The Participants recognize that the work pursuant to this MOU may involve exchange of administrative and scientific personnel and transfer of equipment for carrying out activities. As such, subject to their respective laws and regulations, the Participants intend to facilitate the necessary clearance for personnel and equipment involved in such exchange/transfer on a priority basis.
- 9. This MOU imposes no obligations on the Participants, including funding obligations.
- Research Collaboration between OSU and the participants based on a specific protocol shall be constructed and regulated in a separate research collaboration agreement.

Section 2 Applicable Laws

The Participants intend to perform all activities conducted pursuant to this MOU in accordance with the respective laws and regulations of Slovakia and the USA, as applicable, including laws on the protection of human and animal subjects as well as transfer of biological material and personal data in any research.

Section 3 Implementing Agencies

- 1. Participants intend to implement activities under this MOU through the following agencies:
 - a. For the Government of Slovakia
 - i. National Cancer Institute, Bratislava
 - b. For the Government of the United States of America
 - i. The Ohio State University, Department of Radiation Oncology
- In addition, other individuals and institutions may contribute to the collaborative efforts
 intended to be conducted under this MOU. These contributions may include individuals and
 institutions in the public, private and academic sectors, state and local governments in both
 countries, and other entities, as identified and mutually decided upon by the Participants. Such

collaboration concerning conducting specific research protocol shall be based on separate collaboration agreement.

Section 4 Areas of Cooperation

Both Parties intend the following to be the main areas of cooperation under this MOU, in all cases subject to the availability of personnel, resources and appropriated funds:

- 1. **OSU Training Center:** Development of highly focused training courses for physicians, medical physicists, therapists, and scientists.
- 2. Exchange of academic and educational information
- 3. Exchange of faculties, researchers, and medical students
- 4. Implementation of collaborative research projects and activities
- 5. Promotion of other academic cooperation in which both institutions have agreed

<u>Section 5</u> Establishment of Joint Steering Committee

- 1. Both Parties intend to establish a Joint Steering Committee (JSC) to further elaborate the details of cooperation and to oversee the implementation of the MOU. The JSC is intended to develop strategic plans for collaboration, recommend areas and topics for joint workshops, develop collaborative research project solicitations, facilitate the expedited review and clearance of collaborative proposals, and foster other joint activities to advance research on cancer. The Slovakia members and U.S. members of the JSC may be identified jointly by the two Parties, and a co-chair may be chosen by each side. The JSC may meet regularly via video conference, teleconference, web-assisted conference, or in face-to-face meetings when both Parties agree.
- 2. The participants intend the JSC to meet at least once a year, or at any time agreed upon by the Participants, alternately in Slovakia and in the USA, to review the implementation of this MOU. In certain circumstances if a meeting cannot be held, the Parties intend that JSC members expect to exchange documents in lieu of such meetings. The composition of the JSC and venue for its meeting may be mutually decided upon the two Parties.

Protection of Intellectual Property and privacy of study subject

Both Parties intend to ensure adequate and effective protection of Intellectual Property generated or shared during cooperative activities in furtherance of the objectives of this MOU. Rights to any such intellectual property are to be allocated as negotiated on a project-by-project bias in accordance to a separate collaboration agreement and applicable legislation and ethical code of conduct concerning research on human subject.

The above also include any protection of personal data from study subjects as part of sharing and transfer of data and material as part of research collaboration.

Section 7 Financial Commitment

Both Parties understand that all financial arrangements will have to be negotiated for each program and project and will depends upon the availability of funds for educational purposes.

Section 8 Settlement of Disputes

The Parties intend to resolve any disputes or differences arising under this MOU amicably through mutual consultations and negotiations.

Section 9 Modifications

The Parties may review or modify any part of this MOU by mutual consent in writing.

Section 10 Commencement of Cooperation

This MOU may commence upon signature of both Parties and may continue for a period of five years. The MOU may be extended for successive periods of five years through written consent from both Parties. Should one of the Parties wish to discontinue its participation under this MOU, that Party should endeavor to give the other Party six months written notice.

Signatures

The Ohio State University,
Department of Radiation Oncology
Wexner Medical Center
Arnab Chakravarti, MD

Signature/Date

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Section 11 Signatures

National Cancer Institute Bratislava, Slovakia Ing. Tomas Alscher, Director

Národný onkologický ústav Ing. Tomáš Alsober, MPH nadúci

Signature/Date