

Office of the President

June 25, 2012

Professor Murat Tuncer, M.D.  
President  
Hacettepe University Institute of Oncology  
Sihhiye 06100  
Ankara  
Turkey

Professor Emin Kansu, M.D.  
Director  
Hacettepe University Institute of Oncology  
Sihhiye 06100  
Ankara  
Turkey

Re: Sister Institution Relationship Agreement between Hacettepe University Institute of Oncology and The University of Texas M. D. Anderson Cancer Center

Dear Professor Tuncer and Professor Kansu:

This binding Letter of Agreement ("Agreement"), effective as of June 25, 2012 ("Effective Date"), confirms the prior discussions between Hacettepe University Institute of Oncology ("Hacettepe") and The University of Texas M. D. Anderson Cancer Center ("MD Anderson"). Hacettepe is a public, non-profit institution located in Ankara, Turkey. MD Anderson is a comprehensive cancer center, an institution of higher education, and an agency of the State of Texas. MD Anderson and Hacettepe may be referred to herein individually as a "Party" and collectively as the "Parties."

This Agreement sets forth the terms and conditions under which the Parties will enter into a "Sister Institution" relationship (the "Sister Institution Relationship"). This Agreement shall serve as the basis for a mutually beneficial relationship for collaboration in developing clinical, educational, prevention, and research programs for the eradication of cancer.

## I. PRIMARY OBLIGATIONS

- A. Sister Institution Relationship Objectives. MD Anderson and Hacettepe will work together to establish goals and objectives for the Sister institution Relationship as mutually agreed to by the Parties, which may include, but shall not be limited to, the following functions:
- (a) physician education and training,
  - (b) clinical services,
  - (c) research collaborations,
  - (d) quality assurance programs,
  - (e) faculty exchange visits,
  - (f) scientific endeavors,
  - (g) nursing and other technical support staff training,
  - (h) other academic programs determined to be mutually beneficial, and
  - (i) attendance by a delegation at the Annual Global Academic Programs Conference held in Houston or another location as determined by MD Anderson in its sole discretion.
- B. Program Development. Programs developed under this Agreement will be the subject of a separate written agreement that is negotiated and executed by authorized representatives of the Parties.
- C. Liaison. Each Party shall designate an individual who shall serve as the primary contact for all communications regarding this Agreement.
- D. Non-Exclusive Arrangement. The Parties agree that neither Party shall be precluded from entering into arrangements to provide any research, patient care, education or consultation services of any kind or nature with any other entities, persons, or organizations, no matter where such entities, persons, or organizations may be located.
- E. Dispute Resolution. Any disputes between the Parties shall be resolved according to the dispute resolution provisions and rules of mediation set forth on Attachment "B" to this Agreement.

## II. FINANCIAL TERMS BETWEEN THE PARTIES

- A. Expenses of the Parties. Each Party shall bear its own expenses related to its development of the goals and objectives for the Sister Institution Relationship.
- B. Sister Institution Relationship Programs. The compensation for any Sister Institution programs shall be negotiated by the Parties as such programs are finalized and documented in writing pursuant to Section I.B. above.
- C. Financial Support. Throughout the five-year term of this Agreement, the Parties will determine by mutual agreement the amount of funds needed to support their collaborations and the manner in which these funds will be administered. MD Anderson invests substantial resources in support of its sister institution programs and expects each sister institution likewise to invest sufficient resources to sustain the relationship.

## III. USE OF NAME

- A. Name Use. Neither Party nor any affiliate thereof shall use or register any form of the other Party's name, symbols, trademarks, or service marks in any advertising, promotional materials, or other medium (including but not limited to the internet, domain names, or URL addresses) or for any other purpose without the prior written consent of the other Party. Notwithstanding the foregoing, this Agreement shall serve as the Parties' written consent only for use of their names as follows:
  - 1. MD Anderson shall design and produce one (1) plaque that identifies Hacettepe as a Sister Institution to MD Anderson. MD Anderson shall provide such plaque to Hacettepe at no expense to Hacettepe. Hacettepe may display, but shall not be obligated to display, such plaque at the location of its choice.
  - 2. Hacettepe shall design and produce one (1) plaque that identifies MD Anderson as a Sister Institution to Hacettepe. Hacettepe shall provide such plaque to MD Anderson at no expense to MD Anderson. MD Anderson may display, but shall not be obligated to display, such plaque at the location of its choice.
  - 3. Hacettepe may make available to its patients such general information regarding MD Anderson that is (a) prepared and produced by MD Anderson at MD Anderson's expense and (b) provided by MD Anderson to Hacettepe for distribution to Hacettepe's patients.
  - 4. MD Anderson may make available to its patients such general information regarding Hacettepe that is (a) prepared and produced by Hacettepe at Hacettepe's expense and (b) provided by Hacettepe to MD Anderson for distribution to MD Anderson's patients.

- B. Related Programs. If the Parties determine that it is mutually beneficial for their names to be used in connection with programs that are developed by the Parties, such name use may be permitted only as reflected in the written agreements between the Parties with respect to such programs.
- C. Registration. Hacettepe shall not apply to register or maintain any application or registration of the MD Anderson Cancer Center trademark or any other mark confusingly similar thereto in any jurisdiction worldwide.
- D. Termination of Agreement. Any use of any form of a Party's name, symbols, trademarks, or service marks that is approved by the Party or otherwise permitted pursuant to this Agreement shall terminate automatically upon the expiration or earlier termination of this Agreement. Further, upon expiration or earlier termination of this Agreement, each Party shall (i) cease and desist any such use of any form of the other Party's name, symbols, trademarks, or service marks, including but not limited to any public or private display of the plaques described in Section III.A above and (ii) promptly return to the other Party all materials and documents that use or reference any such form of the other Party's name, symbols, trademarks, or service marks. For avoidance of doubt, upon expiration or earlier termination of this Agreement, each Party shall return to the other Party the plaques described in Section III.A above.

#### IV. TERM AND TERMINATION

- A. Term. This Agreement shall be effective for a period of five (5) years commencing as of the Effective Date.
- B. Termination. Either Party may terminate this Agreement prior to its expiration as follows:
  - 1. This Agreement may be terminated by mutual written agreement of the Parties.
  - 2. Either Party may terminate this Agreement without cause by giving ninety (90) days' prior written notice to the other Party.
  - 3. Either Party may terminate this Agreement with cause by giving thirty (30) days' prior written notice to the other Party. For purposes of this Agreement, "cause" shall be construed to mean a material breach of an obligation to be performed hereunder that is not cured within thirty (30) business days following receipt of written notice of the breach.
- C. Immediate Termination. Either Party may terminate this Agreement effective upon notice and without an opportunity to cure if the other Party or any affiliate thereof has violated the restrictions set forth in Section III above.
- D. Effects of Termination. Upon expiration or earlier termination of this Agreement, as provided herein, neither Party shall have any further obligation hereunder

except for (a) obligations accruing prior to the date of termination, and (b) obligations, promises, or covenants contained herein that are expressly made to extend beyond the term of this Agreement.

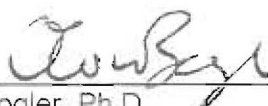
## V. MISCELLANEOUS

- A. General Provisions. Attached hereto as Attachment "A" is a document entitled "General Provisions" that sets forth additional terms and conditions that are incorporated into and made a part of this Agreement and apply to the Sister Institution Relationship between the Parties.
- B. Translations. If Hacettepe wishes to translate this Agreement into another language, Hacettepe will do so at its sole expense. Any translation of this Agreement shall be used for reference purposes only. In the event of any conflict or inconsistency between the English language version of this Agreement and any translation of this Agreement, the executed English language version shall govern the interpretation and construction hereof.
- C. Incorporation of Attachments. All Exhibits and Attachments to this Agreement are incorporated by reference herein and are made a part of this Agreement.

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If this Agreement accurately reflects your understanding of the Sister Institution Relationship to be entered into between the Parties, please confirm Hacettepe's acceptance of the terms and conditions set forth in this Agreement by signing the enclosed copy in the space provided below and returning it to me.

Sincerely,



\_\_\_\_\_  
Oliver Bogler, Ph.D.  
Sr. Vice President, Academic Affairs  
The University of Texas  
M. D. Anderson Cancer Center

HACETTEPE UNIVERSITY INSTITUTE OF ONCOLOGY HEREBY AGREES AND ACCEPTS THE TERMS SET FORTH IN THIS AGREEMENT.



By: \_\_\_\_\_  
Professor Murat Tuncer, M.D.  
President  
Hacettepe University Institute of Oncology

Date Signed: \_\_\_\_\_



By: \_\_\_\_\_  
Professor Emin Kansu, M.D.  
Director  
Hacettepe University Institute of Oncology

Date Signed: June 25, 2012

Attachments "A" and "B"

**ATTACHMENT "A"**  
**GENERAL PROVISIONS**

The following general provisions shall apply to the Agreement:

1. Amendment. This Agreement or any part of it may be amended at any time during the term of the Agreement only by the mutual consent in writing of duly authorized representatives of the Parties.
2. Assignment. Neither this Agreement nor any rights, powers, or duties hereunder may be assigned by either Party without the express written consent of the other Party, and any such unauthorized assignment shall be void. If any unauthorized assignment is attempted by either Party, the other Party shall have the power, at its election, to terminate this Agreement, effective immediately upon the giving of notice to the Party attempting such unauthorized assignment. This Agreement shall inure to the benefit of and shall bind the successors and permitted assignees of the Parties hereto.
3. Confidentiality. In conjunction with the development of the Sister Institution Relationship, both Parties, including their affiliates, recognize and acknowledge that, by virtue of entering this Agreement, the Parties may engage in discussions concerning the potential collaborations between the Parties, including possible joint research studies, and pursuant to such discussions, the Parties may directly or indirectly disclose to one another confidential, proprietary, or trade secret information, intellectual property, or material of the disclosing party concerning such collaborations or studies, and that such information is confidential and constitutes valuable, special, and unique property of the disclosing party. Such information (the "Confidential Information") may include, without limitation, research ideas, draft protocols, research plans or objectives of the disclosing party, clinical guidelines, care pathways, methods of multi-disciplinary treatment planning, Roster of Services, and pricing of this Agreement. The receiving party and its representatives must keep confidential and may not disclose to any individual or entity the Confidential Information of the disclosing party, either during or subsequent to the term of this Agreement, and may not use any Confidential Information of the disclosing party in a manner that is adverse to, contrary to the interest of, usurps an opportunity of, or competes in any way with the disclosing party. This Section 3 of Attachment A to this Agreement shall survive the expiration or earlier termination of this Agreement.
4. Enforceability. In the event any provision of this Agreement is rendered invalid or unenforceable by any act of the government of Turkey or by a valid Act of Congress of the United States of America or of any state or by any regulation duly promulgated by officers of the United States or of any state acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect. In the event any part of this Agreement shall be finally determined pursuant to Attachment B to be non-binding on any Party, it shall remain binding, and in full force and effect, with respect to the remaining Party.
5. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create in any person not a party to this Agreement any rights, duties, or obligations.

6. Waiver of Breach. Waiver of breach of this Agreement shall not be deemed to be a waiver of any other breach of the same or another provision of this Agreement or any other Agreement between or among any of the Parties, and shall not bar any action for subsequent breach thereof.

7. Status of Parties. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between Hacettepe and MD Anderson other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties, nor any of their respective officers, directors, or employees, shall be construed to be the agent, employee, or representative of the other. Neither Party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other except as specifically provided herein.

8. Force Maieure. Neither Party shall be liable nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from any cause beyond the reasonable control of either Party, including without limitation, Acts of God, civil or military authority, acts of public enemy, fires, floods, strikes, or regulatory delay or restraint.

9. Remedies. All rights, powers, and remedies granted to either Party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers, or remedies that it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise, and all such rights, powers, and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either Party. No delay or omission by either Party to exercise any right, power, or remedy shall impair such right, power, or remedy or be construed to be a waiver of any breach or default or an acquiescence therein.

10. Captions and Gender. All section titles or captions contained in this Agreement are for convenience only and are not deemed part of the text of this Agreement. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

11. Sale or Merger. Each Party agrees to inform the other as soon as practicable if a change in ownership is contemplated.

12. Power and Authority. Each Party hereto represents and warrants as to itself that the execution, delivery, and performance of this Agreement by the Party and the consummation of the transactions contemplated herein by the Party:

- (a) are within Party's corporate powers and the terms of Party's charter or articles of association, bylaws, or any amendments thereto, and have been duly and properly authorized by all appropriate corporate action;
- (b) to the best of Party's knowledge, will neither conflict with nor result in any breach or contravention of, nor permit the acceleration of the maturity of, or the creation of any lien under, any indenture, mortgage, agreement, lease, contract, instrument, or understanding to which Party is a Party or by which Party is bound;



- (c) will not violate any judgment, decree, order, writ, or injunction of any court or governmental authority to which Party may be subject; and
- (d) are and will constitute the valid and legally binding obligation of Party, enforceable in accordance with the terms of this Agreement, except as enforceability may be subject to general principles of equity.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

14. Entire Agreement. This Agreement and all attachments thereto contain the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, whether oral or written, between the Parties hereto relating to such subject matter.

15. Notices. Any notice, request, demand, instruction, communication, or other document required, permitted, or desired to be given hereunder shall be in writing and, except as otherwise provided for herein, shall be deemed effectively given: (a) on receipt if delivered personally or by commercial courier service or if sent by prepaid telex, telegram, by facsimile or by other instantaneous electronic transmission device, or (b) on the third day after deposit (unless a different date is shown on the return receipt) if sent via overnight commercial courier service, as follows:

Hacettepe:

**Hacettepe University Institute of Oncology**  
Attn: Professor Murat Tuncer, M.D.  
President  
Sihhiye 06100  
Ankara  
Turkey  
Telephone: 90-312-3051001  
Facsimile: 90-312-3105700

With a copy to:

**Hacettepe University Institute of Oncology**  
Attn: Professor Emin Kansu, M.D.  
Director  
Sihhiye 06100  
Ankara  
Turkey  
Telephone: 90-312-305-2994  
Facsimile: 90-312-3422009

MD Anderson:

The University of Texas  
M. D. Anderson Cancer Center  
Attn: Karen Francis  
Project Director, Global Programs  
1515 Holcombe Boulevard, Unit 508  
Houston, Texas 77030  
Telephone: 713-745-9630  
Facsimile: 713-792-7836

With a copy to:

The University of Texas  
M. D. Anderson Cancer Center  
Attn: Senior Vice President, Business Affairs  
1515 Holcombe Boulevard, Unit 1495  
Houston, Texas 77030  
Telephone: (713) 792-7691  
Facsimile: (713) 745-3700

16. Reimbursement. Upon request and presentation of supporting documentation by MD Anderson, Hacettepe agrees to reimburse MD Anderson in full for any expense, loss, damage, or claim incurred by MD Anderson as a direct result of any wrongdoing, negligence, or willful misconduct on the part of a Hacettepe faculty member or other Hacettepe employee working on a collaborative project under this Sister Institution Agreement.

*Upon request and presentation of supporting documentation by Hacettepe, MD Anderson agrees to reimburse Hacettepe in full for any expense, loss, damage, or claim incurred by Hacettepe as a direct result of any wrongdoing, negligence, or willful misconduct on the part of a*

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*MD Anderson faculty member or other MD Anderson employee working on a collaborative project under this Sister Institution Agreement.*

*Kim Bost*  
6/25/12

*[Signature]*  
6/25/12

*[Signature]*  
6/25/12

## ATTACHMENT "B"

### DISPUTE RESOLUTION AND RULES OF MEDIATION

If a claim, controversy, complaint, or dispute (a "Dispute") arises out of or relates to this Agreement, or breach hereof, the Parties will use good-faith efforts to resolve the Dispute by informal discussion. If any Dispute can not be resolved through informal discussions, then the senior executives of the Parties who have authority to settle the matter shall use good-faith efforts to resolve the same. If thereafter the Dispute remains unresolved, then to the extent authorized by the law governing the power and authority of each Party, the Dispute will be settled by means of non-binding mediation that will be undertaken and conducted in accordance with the terms and provisions of this Attachment "B." If the Parties are unable to resolve a Dispute through non-binding mediation, then any lawsuit pertaining to such Dispute that is brought by one party against another must be presented to and decided by a state or federal court in the home locale of the defendant party.

#### General Rules of Mediation

1. If any Dispute is not resolved through discussions between the Parties as required by the Agreement, then either Party may submit the Dispute to non-binding mediation by serving on the other Party a notice of mediation ("Notice of Mediation"), thereby invoking and commencing the mediation process set forth herein as to such Dispute.
2. Subject to the terms of this Attachment "B", any mediation under this Agreement will be administered by JAMS under its applicable mediation rules and procedures, which will be subordinate to and modified by the terms of this Attachment "B."
3. The mediation will be conducted in a neutral venue approximately equal distance from the home locale of the involved parties.
4. The mediation will be conducted before a single, independent, impartial expert, who (i) is fluent in the English language, (ii) has no, and whose immediate family members have no, relationship with, affiliation with, or interest in any of the Parties, (iii) has not provided, and whose immediate family members have not provided, services to any Party to this Agreement, and (iv) does not, and whose immediate family members do not, work for or have any interest in any organization that is related to, is affiliated with, or has an interest in any Party to this Agreement or which provides services to any Party to this Agreement. With respect to any Dispute that involves a determination of the inventorship of an invention, the inventive contribution of the Parties to an invention, or the ownership of an invention, the mediator must be an attorney who is knowledgeable and experienced in patent law in the United States of America who has at least fifteen (15) years of legal experience in patent law. With respect to any Dispute that regards a construction or interpretation of this Agreement or a breach of this Agreement, the mediator must be an attorney who is knowledgeable and experienced in contract law in the United States of America and who has at least fifteen (15) years of legal experience in contract law.

5. The mediator will be mutually agreed upon by the Parties. If the Parties are unable to agree upon a mediator within thirty (30) days of the Notice of Mediation, the mediator will be selected by JAMS, provided, however, that the mediator must nevertheless satisfy the qualifications set forth in Section 4 above.

6. Each Party will bear its own costs and expenses for the mediation. The fees and costs of the mediator and of the mediation process, however, will be borne equally by the parties.

7. The mediator may not recommend any punitive, exemplary, multiplied, or consequential damages, or prejudgment interest, or attorneys' fees or costs.

8. The mediator must issue a reasoned recommendation, setting forth the mediator's findings of fact and conclusions of law.