

AGREEMENT OF COOPERATION
BETWEEN
THE UNIVERSITY OF TEXAS M. D. ANDERSON CANCER CENTER
AND
HACETTEPE UNIVERSITY

The University of Texas M. D. Anderson Cancer Center ("MD ANDERSON"), an institution of The University of Texas System, located at 1515 Holcombe Boulevard, Houston, Texas, USA, and Hacettepe University ("HACETTEPE"), located at Hacettepe Üniversitesi Rektörlüğü 06100 Sıhhiye /Ankara, Turkey enter into this Agreement of Cooperation (the "Agreement"), this 1st day of November, 2016, to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of this cooperation between MD ANDERSON and HACETTEPE are as follows:

- to promote interest in the teaching and research activities of the respective institutions, and
- to deepen the understanding of the social, cultural and economic environment of the respective institutions.

II.

To achieve these goals, MD ANDERSON and HACETTEPE will, insofar as the means of each allow, and only to the extent agreed by the parties pursuant to one or more program agreements setting forth the terms of such activities in accordance with Article IV of this Agreement:

- promote institutional exchanges by inviting faculty and professional staff of the affiliated institution to participate in a variety of teaching and/or research activities and professional development;
- receive students, residents and fellows in training from the affiliated institution for periods of study and/or research;
- organize symposia, conferences, short courses and meetings on research issues;
- carry out joint research and continuing education programs; and
- exchange information pertaining to developments in teaching, student development and research at each institution.

III.

Each institution will designate a coordinator to oversee and facilitate the implementation of this Agreement (the "Liaison"). Each Liaison, working with other appropriate administrators at the respective institutions, will have the following responsibilities:

- to promote academic collaboration for research and study at both faculty, fellow, resident and other student levels;
- to act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions, as well as with the affiliated institution;
- to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and

- to meet periodically to review and evaluate past activities and to formulate new ideas for future cooperative agreements.

Each institution will furnish the other with the name of their chosen Liaison in writing.

IV.

Any specific program agreement executed between the parties will be subject to this Agreement. Further agreements concerning any particular program will provide details concerning the specific commitments made by each party and will not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties, and approved in writing by the Executive Vice Chancellor for Academic Affairs of The University of Texas System, if so required. In the event of any conflict between the text of this Agreement and the text of any specific program agreement, the terms of this Agreement will control. The scope of the activities under this Agreement will be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

V.

Except as otherwise provided in any specific program agreement, each institution will be responsible for expenses incurred by its faculty, professional staff, residents, fellows and/or students who travel to the affiliated institution pursuant to this Agreement.

VI.

Except as otherwise required by law or regulation, neither party will use, release, or distribute any materials or information containing the name or logo of the other party or any of its employees without the prior written approval of an authorized representative of the non-releasing party, such approval not to be unreasonably withheld.

VII.

To the extent authorized by the Constitution and laws of the State of Texas, MD ANDERSON will hold HACETTEPE harmless from any and all claims, demands, damages, liabilities, and costs which result from any negligent act or omission of MD ANDERSON, its agents, or employees, pertaining to its activities and obligations under this Agreement.

HACETTEPE will indemnify and hold MD ANDERSON, The University of Texas System, their Regents, officers, agents and employees harmless from any and all claims, demands, damages, liabilities, and costs which result from any negligent act or omission of HACETTEPE, its agents, or employees pertaining to its activities and obligations under this Agreement.

VIII.

Upon approval by each institution, this Agreement will remain in effect for a period of ten (10) years unless earlier terminated by either institution. Either institution may terminate this Agreement by giving the other institution at least ninety (90) days' advance written notice of its intention to terminate. Termination will occur without penalty; however, any fellow, resident or other student in training pursuant to this Agreement at the time of termination will be allowed to finish their training period previously agreed to between the institutions, unless prohibited by law. If this Agreement is terminated,

neither MD ANDERSON nor HACETTEPE will be liable to the other for any monetary or other losses that may result.

The parties further understand and agree that if either party elects not to pursue one or more aspects of the above-described relationship for any reason, including but not limited to any law, court order or other restriction on the activity in question, such party will not be held liable for any demands, losses or claims as a result of such an election.

IX.

No amendment to this Agreement or to a specific program agreement will be valid unless it is reduced to writing, signed by an authorized representative of each party, and approved in writing by the Executive Vice Chancellor for Academic Affairs of The University of Texas System, if so required. Any and all notices to be given pursuant to this Agreement will be sent to the authorized representative below who signs this Agreement on behalf of each institution at their respective addresses listed above.

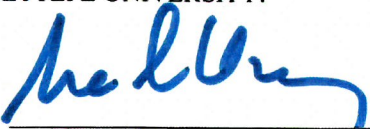
X.

The parties acknowledge that this Agreement may be translated into Turkish language. 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 will govern the interpretation and construction hereof.

XI.

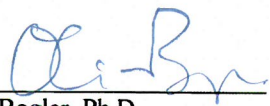
THIS AGREEMENT is executed in multiple counterparts by duly authorized representatives of MD ANDERSON and HACETTEPE, each counterpart to be deemed an original.

HACETTEPE UNIVERSITY:

By: 
Prof. A. Haluk Özen, M.D.,
Rector

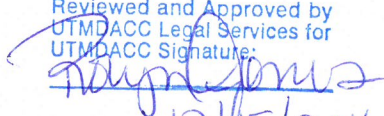
Date: 23.11.2016

THE UNIVERSITY OF TEXAS
M. D. ANDERSON CANCER CENTER:

By: 
Oliver Bogler, Ph.D.
Senior Vice President, Academic Affairs

Date: 1/3/17

Reviewed and Approved by
UTMDACC Legal Services for
UTMDACC Signature:


12/15/2016

**HEALTH CARE SETTING EDUCATIONAL EXPERIENCE
PROGRAM AGREEMENT**

This PROGRAM AGREEMENT ("Agreement"), effective the 1st day of November, 2016 ("Effective Date") through October 31, 2021, is by and between The University of Texas M. D. Anderson Cancer Center ("MD ANDERSON"), an institution of The University of Texas System, and Hacettepe University ("HACETTEPE").

WHEREAS, the parties have executed an Agreement of Cooperation ("Agreement") effective on June 1, 2016;

WHEREAS, HACETTEPE seeks to provide an educational experience in a health care setting for students ("Student(s)") enrolled in HACETTEPE's Medical School; and

WHEREAS, the parties desire to implement the provisions of the Affiliation Agreement by establishing an educational experience program ("Program") to allow Students of HACETTEPE's program to utilize MD ANDERSON for educational experience subject to the provisions of this Agreement.

NOW, THEREFORE, subject to the terms, conditions, and provisions of the Affiliation Agreement as may be amended or replaced from time to time, the parties mutually agree as follows:

I. Program

- A. The purpose of this Program is to provide students to gain experience in research processes. Student will perform basic research laboratory techniques including but not limited to western/southern blotting, PCRs, cell assays, literature review and long coding RNA.
- B. Each Student will participate in a one (1) to four (4) month rotation at MD ANDERSON ("Rotation").
- C. HACETTEPE has the responsibility for the Students' educational program. MD ANDERSON will, at all times, have sole authority and control over all aspects of patient care and will designate those patients to whom Students may be exposed during the Rotation. While at MD ANDERSON, Students participating in the Program will be subject to the supervision of the assigned MD ANDERSON Department of Experimental Therapeutics' faculty and/or staff member(s). Students will not replace MD ANDERSON staff or provide service to patients except as identified for educational value and delineated in the Program.
- D. HACETTEPE and MD ANDERSON will mutually agree on the number and assignments of Students assigned to MD ANDERSON. HACETTEPE will provide MD ANDERSON with a written list of the names of Students assigned to participate in the Program at MD ANDERSON, the level of academic preparation, and the length and dates of assignment at MD ANDERSON at least sixty (60) days prior to the beginning of each Rotation, unless otherwise agreed by the parties. MD ANDERSON reserves the right to refuse at its sole discretion any candidate based on space availability, insufficiency of experience or any other factors MD ANDERSON determines are relevant to the acceptance to the Program.

- E. The Program will be consistent with HACETTEPE's curriculum requirements.
- F. Students participating in this Program will not be employees of MD ANDERSON and have no claim against MD ANDERSON for any employment benefits including but not limited to wages, workers' compensation benefits, disability benefits, or health insurance. At no time will Students or HACETTEPE's personnel be considered or represent themselves as agents, either express or apparent, officers, servants, or employees of MD ANDERSON. Students of HACETTEPE will wear name tags identifying their status.

II. MD ANDERSON Responsibilities

MD ANDERSON will:

- A. allow Students to gain experience at MD ANDERSON under the direct supervision and responsibility of MD ANDERSON's Department of Experimental Therapeutics.
- B. designate in writing an MD ANDERSON employee who will serve to implement, supervise, and coordinate the Program ("MD ANDERSON Liaison Person").
- C. allow Students, at their own expense, to utilize MD ANDERSON's dining facilities.
- D. provide input to HACETTEPE regarding a Student's performance for purposes of evaluation in a mutually agreeable schedule and format.
- E. provide an orientation for HACETTEPE's Students to inform them of MD ANDERSON's facilities, policies, procedures, rules, and regulations.
- F. arrange for emergency health care for a Student if needed while the Student is on-site at MD ANDERSON, provided however, that MD ANDERSON will not be responsible for costs, follow-up care, or hospitalization associated with such emergency care.
- G. have the right to immediately remove and/or require HACETTEPE to remove any Student from participation in the Program if either MD ANDERSON or HACETTEPE, in each party's sole discretion, determines that (1) the presence of the Student has a detrimental effect upon MD ANDERSON facilities, patients, or personnel; (2) Student is compromising MD ANDERSON's standards of care or performance, policies, or procedures; and/or (3) the proper liability insurance coverage is not in effect.

III. HACETTEPE Responsibilities

HACETTEPE will:

- A. confer credit to Students who successfully attain the goals set for this Program as applicable.
- B. designate in writing a HACETTEPE employee who will serve to implement, supervise, and coordinate the Program ("HACETTEPE Liaison Person").
- C. ensure that Students selected for participation in the Program have satisfactorily completed all courses and/or training that are prerequisites for participation in the Program.
- D. ensure that each Student has secured and maintains all documentation required for Student to enter and stay in the United States and to allow Student to participate in the Rotation.

- E. provide information regarding Students participating in the Program, as requested by MD ANDERSON, unless prohibited by federal or state law.
- F. meet or confer with MD ANDERSON's Liaison Person as often as necessary to provide for adequate communication and planning and/or to evaluate progress of Students.
- G. ensure that each Student:
 - 1. assumes responsibility for his/her own uniforms, transportation, parking, housing, meals, laundry needs, and health care in the performance of activities under this Program, when such things are not provided by MD ANDERSON;
 - 2. is informed of the need to comply with all MD ANDERSON rules, regulations, policies, and procedures;
 - 3. responds appropriately to directions from MD ANDERSON's staff;
 - 4. maintains the confidentiality of all information in MD ANDERSON records, including but not limited to patient records, research designs, and protocols. Each Student is prohibited from disclosing confidential material and/or publishing any writings that relate to the Student's experience at MD ANDERSON without prior written approval by MD ANDERSON; and
 - 5. as a condition of participation in the Program, can meet the health status requirements of MD ANDERSON's Department of Employee Health and Well-being and provide documentation to certify compliance with such guidelines. HACETTEPE will certify that each Student has completed a tuberculosis screening within the last twelve (12) months and is free from active tuberculosis disease, and is immune to varicella, measles, mumps, and rubella. HACETTEPE will also certify that each Student has current immunization to influenza. MD ANDERSON recommends that all Students with direct patient contact or contact with bodily fluids be immunized for Hepatitis B. MD ANDERSON reserves the right to refuse enrollment with regard to, and/or to dismiss, any candidate or Student that does not meet the criteria in this Section III.H.5.

IV. Intellectual Property

A. **Definitions.**

- 1. "**Intellectual Property**" means the property of ideas and other mental creations, including, but not limited to, inventions, discoveries, innovations, works of authorship, information, and data that may be protectable by patents, trademarks, copyrights, or as trade secrets.
- 2. "**Invention**" means any invention or discovery that is or may be patentable or otherwise protected under United States Patent Law or the laws of another country. As used herein, Invention will not include patient information, data or samples generated, collected or gathered at MD ANDERSON, which shall be solely owned by MD ANDERSON.
- 3. "**Made,**" when used in conjunction with any Invention, means the conception or reduction to practice of such Invention by an inventor.

4. “Patent Application” means an application for patent protection for an Invention with any domestic or foreign patent-issuing authority.
 5. “Subject Invention” means any Invention Made, in whole or in part, by Student (i) in the course of Student’s fellowship or training at MD ANDERSON and/or (ii) in the performance of this Agreement and/or (iii) with the support of State of Texas funds or using resources or facilities owned by The University of Texas System or any of its member institutions.
- B. Confidentiality: If Student participates in research at MD ANDERSON, Student will keep confidential and will not disclose to any individual or entity, including HACETTEPE, any confidential information or proprietary information that Student obtains as a result of Student’s participation in the research, and Student may not use any confidential information or proprietary information that Student obtains in a manner that is adverse to or competes with MD ANDERSON, the principal investigator of such research, or any third party collaborator, supporter, or sponsor of such research. Student also may not publish any articles or make any presentations regarding such research without the prior written consent of the principal investigator, which consent will be in the sole and absolute discretion of the principal investigator.
- C. Rights in Inventions. Student will report all Subject Inventions to MD ANDERSON’s Office of Technology Commercialization, and subject to Section IV.D below, MD ANDERSON will promptly disclose to HACETTEPE in confidence the Subject Inventions. Subject to Section IV.D below, Subject Inventions will be jointly owned by (1) the Board of Regents of The University of Texas System on behalf of MD ANDERSON, and (2) HACETTEPE. Subject to Section IV.D below, with respect to each Subject Invention, MD ANDERSON and HACETTEPE will negotiate in good faith an interinstitutional agreement that will address the patenting and commercialization of the Subject Invention, which terms will take into account the relative contributions of each party in creating the Subject Invention.
- D. Third Party Activities.
1. The parties acknowledge that Student may be involved in research or other activities at MD ANDERSON that are sponsored by and/or undertaken with or for third parties, including third party research collaborators and/or sponsors, such as other academic institutions, other government agencies, and commercial organizations (“Third Party Activities”) and that the agreements evidencing such Third Party Activities may impose confidentiality obligations upon MD ANDERSON with respect to such activities and grant certain rights to the third parties with respect to any Intellectual Property arising from such Third Party Activities. Consequently, notwithstanding the provisions of Section IV.C above, the rights granted HACETTEPE under Section IV.C above are subject and subordinate to, and will be null and void to the extent that they conflict with, (i) any confidentiality obligations of MD ANDERSON with respect to Third Party Activities, (ii) the terms and provisions of any agreement between MD ANDERSON and a third party concerning Third Party Activities, and (iii) the intellectual property rights of any third party with respect to any Inventions or other Intellectual Property arising from the Third Party Activities (e.g., if the third party has the right to own an Invention arising from the Third Party Activities, then HACETTEPE will not have an ownership interest in such Invention as provided in Section IV.C above, or if the third party has the right to license an Invention arising from the Third Party Activities, then HACETTEPE’s ownership interest in such Invention as provided in Section IV.C above will be subject to,

and will be null and void to the extent it conflicts with, the license rights granted to the third party). Moreover, as to any Third Party Activities in which Student participates, Student will abide by and comply with the terms and provisions of the agreement evidencing the Third Party Activities and, in particular, Student may not use or disclose (even to HACETTEPE) any confidential information, Inventions, or Intellectual Property learned in the Third Party Activities to the extent such use or disclosure is prohibited or restricted by the agreement evidencing the Third Party Activities.

2. If HACETTEPE's rights under Section IV.C above do not apply because of Third Party Activities, then, to the extent that MD ANDERSON has the right to receive and does receive any royalties or other remuneration (excluding cost reimbursements and fees for services) with respect to an Invention arising from the Third Party Activities, MD ANDERSON and HACETTEPE will share in the royalties or other remuneration actually received by MD ANDERSON for such Invention (after MD ANDERSON recoups any unreimbursed patent expenses) based upon the percentage contribution by Student in the creation of the Invention. MD ANDERSON will have no obligation to make any payments of any kind to Student, nor will MD ANDERSON be obligated to undertake any collection effort with respect to any amounts that may be owed to it.

V. General Provisions

- A. Term. This Agreement will be effective for a term of five (5) years commencing on November 1, 2016, the Effective Date, and expiring on October 31, 2021.
- B. Termination of Program Agreement.
 1. This Agreement may be terminated by either party with thirty (30) days' prior written notice to the other party, provided that any Student currently participating in the Program at the time of notice be permitted to complete his/her respective course of study under the Program.
 2. This Agreement will automatically terminate upon the termination or expiration of the Agreement of Cooperation.
- C. Nondiscrimination. The Program and all related activities will be conducted in a manner that does not discriminate against any person with regard to race, color, religion, age, national origin, sex, sexual orientation, gender identity/expression, disability, veteran status, genetic information, or any other basis protected by institutional policy or by federal, state, or local laws, unless such distinction is required by law.
- D. Entire Agreement/Amendment. This Agreement and the Affiliation Agreement constitute the entire understanding between the parties with respect to the identified subject matter, and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of these agreements. No amendment to either agreement will be effective unless reduced to writing and signed by an authorized representative of each party.
- E. Use of Name. Except as otherwise required by law or regulation, neither party will use, release, or distribute any materials or information containing the name or logo of the other party or any of its employees without the prior written approval of an authorized representative of the non-releasing party, such approval not to be unreasonably withheld.

F. Representative's authority to contract. By signing this Agreement, the representative of HACETTEPE thereby represents that such person is duly authorized by HACETTEPE to execute this Agreement on behalf of HACETTEPE and HACETTEPE agrees to be bound by the provisions thereof.

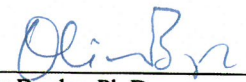
This Agreement is executed by an authorized representative of MD ANDERSON and HACETTEPE in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

HACETTEPE UNIVERSITY:

By: 
Prof. A. Haluk Özen, M.D.,
Rector

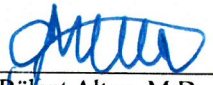
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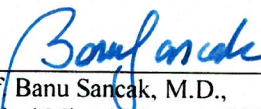
**THE UNIVERSITY OF TEXAS
M. D. ANDERSON CANCER CENTER:**

By: 
Oliver Bogler, Ph.D.
Sr. Vice President for Academic Affairs

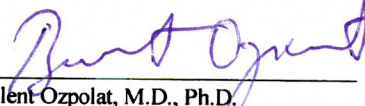
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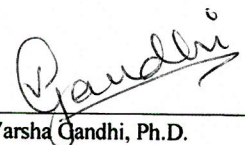
HACETTEPE READ AND UNDERSTOOD:

By: 
Prof. Bülent Altun, M.D.,
Acting Dean, Faculty of Medicine

By: 
Prof. Banu Sancak, M.D.,
Clinical Microbiology and Microbiology Department


MD ANDERSON READ AND UNDERSTOOD:

By: 
Bulent Ozpolat, M.D., Ph.D.
Associate Professor and Program Director

By: 
Varsha Gandhi, Ph.D.
Chair Ad Interim, Experimental Therapeutics

MD ANDERSON USE ONLY:

Reviewed and Approved by
MD Anderson Legal Services for
MD Anderson Signature:


11/30/2016