

Protocol for Cooperation

Between

St. Mary's Hospital

Department of Digestive Surgery
(Terni, Italy; hereinafter "**SMH**"),

“La Sapienza University” of Rome

Department of Surgical Sciences
PhD program in advanced surgical technologies
(Rome, Italy; hereinafter "**SUR**")

And

Fujian Medical University Union Hospital

Department of Gastric Surgery
(Fuzhou, Fujian Province, PRC; hereinafter "**FMU**")

The **SMH**, the **SUR** and the **FMU** (hereinafter the "Parties"),

Whereas SMH works with national and international partners to develop and promote cancer treatment and research programs,

Whereas SMH is the founding member of the IMIGASTRIC group, which has the objective to collect and provide large multi-institutional data on gastric cancer

Whereas SUR is one of the largest European universities and one of the oldest in history, founded in 1303.

Whereas FMU is a recognized leading gastric cancer center in the world and a key center in surgical treatments, education and scientific research.

Recognizing that cooperation between the Parties has progressively developed, as manifested by the successful cooperation in the field of gastric cancer research, the Parties express the strong willingness to deepen this cooperation,

Believing that the extension of cooperation is in the interest of all Parties in the framework of their respective mandate and based on each organisation's strengths and comparative advantages,

Desirous of further developing and institutionalizing their cooperation, the Parties

Agree to the following:

General Provisions

The purpose of this Protocol for Cooperation is to promote cooperation between the Parties and establish the framework for intensifying and expanding this cooperation.

Areas of Cooperation

Cooperation between SMH, SUR and FMU will focus on the following areas of work:

- Data collection and research
- Networking and common events
- Communication and awareness raising activities
- Capacity Development

Where appropriate, cooperation in these areas could – inter alia - take the form of:

- Coordination of data collection and analysis;
- Participation in relevant expert meetings
- Collaboration in research project surveys or forthcoming publications
- Coordination of respective research methodologies to enhance comparability of project results;
- Joint efforts in identifying common stakeholders
- Exchange of information on respective stakeholder interaction
- Cooperation in implementing networking activities
- Joint organization of events
- Dissemination of information on relevant subjects to their respective stakeholders and partners
- Joint efforts in building up a pool of experts in gastric cancer research (***International Gastric Cancer Unit***).

Implementation

In order to implement specific activities under this Protocol for Cooperation, the Parties, if required, shall conclude supplementary agreements for individual projects or programmes in accordance with SMH, SUR and FMU internal regulations, rules, policies and procedures.

Consultation and Exchange of Information

The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

A meeting between senior members of all three organizations shall take place in the first half of each year with the aim to discuss possible opportunities for joint activities, challenges to be faced and ways to develop the partnership further for mutual benefit.

Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents.

The Parties shall invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Research personnel exchange

The Parties will endeavor to cooperate in education and research in areas of mutual interest

The Parties agree to consult on the possibilities of exchange of teaching and research personnel. Particular areas of interest for possible exchange include graduate and Phd education, and research projects.

The host Party will provide study and research privileges for guest faculty / researchers which are comparable to those available to resident faculty and research staff.

Exchange faculty / researchers are expected to study and work according to their plan for professional involvement, teaching and research as endorsed by the host Party.

Specific agreement for the use of any special facilities or resources will be agreed upon by the Parties in advance of the exchange.

The length of time for these exchanges will be agreed upon in advance of any exchange and limited to the specific research / academic programs agreed to by the Parties.

All Parties agree to develop more specific protocols regarding exchange and collaboration.

Exchange personnel must abide by the laws of the host country and the rules and regulations of the host Party.

Contact Points

Each Party will appoint contact points with the view of facilitating effective cooperation between them.

Name/Logo

None of the Parties shall use the name or logo of the other Parties or any abbreviation thereof, in connection with its activities or otherwise without the express prior written approval of the other Parties in each activity.

Settlement of Disputes

Nothing in this agreement shall be construed as creating any legal or financial relationships between the parties.

All disputes which may emerge in relation with the interpretation or application of the present Protocol for Cooperation shall be settled by means of consultations between representatives of the Parties.

Amendments and Supplements

This Protocol for Cooperation may be subject to amendments with the mutual consent of all Parties through the adoption of supplements.

Each Party may request consultations with the intention of amending this Cooperation Agreement.

Entry in Force and Termination

Each Party may terminate this Protocol for Cooperation by means of written notification. The termination enters into force after a period of 60 days, which starts with the first day of the month following the month in which the other Party received the written notification of termination.

This Protocol for Cooperation enters into force on the day of its signature.

Done in English in three copies.

SMH

SUR

FMU

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