

MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Smile Foundation Yerevan, Armenia

AND

St. Jude Children's Research Hospital, Inc Memphis, Tennessee, USA

This non-binding Memorandum of Understanding (hereinafter called "MOU") is made on the 12th day of April 2019.

Whereas:

City of Smile ("City of Smile") is an independent, registered nonprofit association that was created to support children with oncological and hematological diseases and that complies with all applicable local and national laws in Yerevan, Armenia. Its mission is to help these patients and their families in their challenging journey of conquering cancer. It strives to promote the development of oncology and hematology treatments in Armenia, to help doctors and medical institutions to provide their patients the highest level of cancer care.

And

St. Jude Children's Research Hospital, Inc. ("St. Jude") is a non-profit, tax-exempt corporation incorporated in the state of Tennessee in the United States of America, and having its registered address at 262 Danny Thomas Place, Memphis TN USA 38105.

The City of Smile and St. Jude hereinafter jointly be referred to as "the Parties."

A. GOAL

The Parties wish to record in this MOU the basis of their continuing cooperation, to identify each Party's contributions to the establishment of oncology and hematology treatments in Armenia, and to create an implementation plan, all in accordance with the applicable policies, rules, and regulations of City of Smile and St. Jude.

To optimize research and advance treatment for children and adolescents with cancer in Yerevan, Armenia, St. Jude and City of Smile will collaborate in the following areas:

1. Establish an inter-institutional relationship of collaboration, leading to the development of efforts that will advance mutually-agreed upon non-profit goals that will support improvement in the comprehensive care and treatment of children with cancer in Armenia.
2. City of Smile agrees to participate in remote or in-person meetings with St. Jude Global

Pediatric Medicine and inform St Jude of any regional development related to the pediatric cancer programs in the region.

B. PURPOSE AND SCOPE

Through this new collaboration as outlined in this MOU, the Parties now wish to work in alliance to improve the cure and treatment of children's cancer in Armenia.

C. RESPONSIBILITIES

The Parties may work in alliance to assist hospitals and universities in Armenia to advance pediatric oncology and to promote collaborations in supporting patients and their families.

D. AMENDMENTS AND TERMINATION

This MOU may be amended or terminated by mutual written agreement of the Parties with at least six months' notice. Any notice or communication relating to this MOU shall be in writing and in the English language and shall be deemed to be duly given or made when delivered by hand, registered mail, courier or electronic mail to the intended recipient(s).

E. FUNDING AND ACKNOWLEDGEMENTS

1. This MOU does not include reimbursement or exchange of funds between the Parties. The terms and conditions, including but not limited to funding, will be established in subsequent Agreements signed by related Parties.
2. Each Party agrees that it shall not, either individually or collectively, use the name, image, logo or trademark of any of the other party for any purpose without that party's prior written consent.
3. The relationship of the Parties is independent and not as partners, joint ventures, or joint employers of each other. Neither Party has the authority to bind the other.
4. Each Party shall comply with applicable laws in its country, including but not limited to those related to data privacy/protection, anti-bribery/corruption, anti-terrorism, and export control.

F. DISCLAIMER

The primary purpose of this MOU is to reflect the Parties' present intentions. This MOU broadly sets out a collaborative understanding and extent of the cooperation envisaged between the Parties and is not intended to create legal relations. It is not intended to be a legally-enforced contract, shall not create and is not to be relied on by any party as giving rise to legal rights, duties, or liabilities. Should the Parties intend to enter into a legally-binding agreement, they shall sign a separate written agreement that specifically provides for such an intention.

G. CONFIDENTIALITY

Consultation and exchange of information and documents under this MOU shall be considered confidential unless the Parties agree in otherwise in writing.

H. DISPUTE RESOLUTION

Where a dispute arises as to the interpretation of this MOU or matters relating to its amendment, termination or performance, the Parties will attempt in good faith to resolve the disputes through negotiation.

I. DURATION AND SIGNATURE

This MOU shall be effective upon the signatures of authorized officials by the Parties.

Now Therefore, this Memorandum of Understanding between City of Smile Foundation Yerevan, Armenia and St. Jude Children's Research Hospital, Inc Memphis, Tennessee, USA is accepted by the Parties on April 12, 2019.

City of Smile Foundation



Anna Hakobyan

Title: Chair, Board of Directors

Date: 04/12/19

St Jude Children's Research Hospital, Inc.

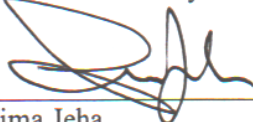


Carlos Rodriguez-Galindo MD

EVP and Chair, Global Pediatric Medicine

Date: 04/12/19

Recommended By:



Sima Jeha

Program Director, East Mediterranean Region

Date: 04/12/19