

**St. Jude Global Alliance**  
**Foundation Membership Agreement**

**By and Among**

**City of Smile Charitable Foundation**  
7 Nersissyan Str, Room 106  
Yerevan, 0033, Armenia  
Phone: +37410 283800 ext.0104

*an organization committed to supporting Alliance Medical  
Institution Member(s) in the fight against pediatric cancer and/or  
other catastrophic diseases*

**And**

**American Lebanese Syrian Associated Charities, Inc.**  
501 St. Jude Place  
Memphis, Tennessee, USA 38105  
Phone: +1 901 578 2000

**And**

**St. Jude Children's Research Hospital, Inc.**  
262 Danny Thomas Place  
Memphis, Tennessee 38105  
+1 901 595 5686

Individually each is a "Party" and together are the "Parties."

**RECITALS**

1. WHEREAS, childhood cancer is recognized globally as a leading cause of preventable mortality in childhood and adolescence; and
2. WHEREAS, St. Jude Children's Research Hospital, Inc. ("St. Jude") is a pediatric hospital whose mission is to advance cures, and means of prevention, for pediatric catastrophic diseases through medical research and treatment; and
3. WHEREAS, St. Jude Global seeks to improve the survival rates of children with cancer and other catastrophic diseases worldwide by building capacity locally and globally, educating and training the global workforce, and conducting research to engage and inform; and
4. WHEREAS, the Department of Global Pediatric Medicine at St. Jude is dedicated to advancing knowledge of global pediatric cancer and blood disorders; developing implementation science to reduce global disparities in access to care; and collaborating with faculty across St. Jude to explore global incidence rates, types of pediatric cancer, and current approaches used to treat patients and the common reasons for treatment failure; and

5. WHEREAS, the Department of Global Pediatric Medicine serves as the Operations Center for St. Jude Global and the St. Jude Global Alliance; and
6. WHEREAS, the St. Jude Global Alliance is a collaboration of institutions dedicated to improving the quality of health care delivery and increasing survival rates of children with cancer and blood disorders worldwide; and
7. WHEREAS, each Medical Institution delivers pediatric oncology care to local patients and by signing a St. Jude Global Alliance Medical Institution Membership Agreement ("MIMA") can participate in Alliance activities as long as the Medical Institution complies with the provisions of the MIMA and the MIMA remains in effect; and
8. WHEREAS, Member Foundation plays an important role in ensuring children with cancer and/or other catastrophic diseases are aware of treatment options, can access local care and do not abandon treatment; and
9. WHEREAS, American Lebanese Syrian Associated Charities, Inc. ("ALSAC") is the fundraising and awareness organization for St. Jude and provides funding and support for St. Jude's operations and activities, including, but not limited to, its Department of Global Pediatric Medicine; and
10. WHEREAS, similar to the ALSAC/St. Jude model, Member Foundation is committed to supporting one or more Medical Institution(s) by Member Foundation raising funds and awareness to promote such Medical Institution(s) and to improve the quality of health care delivery and the survival rates of children with cancer and/or other catastrophic diseases; and
11. WHEREAS, Member Foundation desires support and training from ALSAC to raise funds and awareness, which will serve to increase the Member Foundation's self-sufficiency and ability to support the improvement of the quality of health care delivery and increase the survival rates of children with cancer and/or other catastrophic diseases; fund pediatric oncology care and related services by the Member Foundation and Medical Institution(s); increase awareness about childhood cancer and the warning signs and provide information about where families can go for additional information and treatment; and advance the treatment and care of children with cancer and/or other catastrophic diseases, which is consistent with the mission of St. Jude; and
12. WHEREAS, ALSAC desires to provide such support.

**NOW, THEREFORE**, in consideration of the above recitals (which are incorporated in and made part of this Agreement), the covenants and agreements contained herein, and for good and valuable consideration, ALSAC, St. Jude and Member Foundation agree to the following terms of this Agreement:

**Definitions:** Each capitalized term used in this Agreement and not otherwise defined shall have the meaning set forth below:

1. **Agreement:** This St. Jude Global Alliance Member Foundation Agreement between ALSAC, St. Jude and the Member Foundation set forth on the first page.

2. **Alliance Member Foundation (“Member Foundation”)**: the organization, a Party to this Agreement, that has applied, been accepted and approved by ALSAC, St. Jude and the St. Jude Global Executive Committee, and agreed to be a participant in the St. Jude Global Alliance and is committed to supporting one or more Medical Institution(s) that are participants in the St. Jude Global Alliance by raising funds and awareness to promote the Medical Institution(s), improve the quality of health care delivery, and improve the survival rates of children with cancer and/or other catastrophic diseases.
3. **Alliance Member Foundation Standard Operating Procedures (“Member Foundation SOPs”)**: The procedures and policies, as may be developed or amended from time to time collaboratively by ALSAC and St. Jude, to govern the Member Foundations’ participation in the St. Jude Global Alliance under this Agreement.
4. **ALSAC**: American Lebanese Syrian Associated Charities, a United States nonprofit, that raises funds and awareness to support St. Jude.
5. **Member Foundation Primary Delegate**: An individual designated by the Member Foundation to provide oversight of the Member Foundation’s participation in activities and programs governed by this Agreement.
6. **Collaboration and Activities Riders**: One or more Riders to this Agreement entered into between St. Jude, Member Foundation and ALSAC that describe collaboration and activities of the Parties to this Agreement and are required for activities between (i) St. Jude and/or ALSAC and (ii) a Member Foundation that involve certain activities defined in the Member Foundation SOPs.
7. **Department of Global Pediatric Medicine**: An academic department at St. Jude that serves as the Operations Center for St. Jude Global and St. Jude Global Alliance.
8. **Medical Institution**: A healthcare institution delivering pediatric oncology care to local patients that has signed a MIMA to join and participate in Alliance activities.
9. **St. Jude**: St. Jude Children’s Research Hospital, Inc.
10. **St. Jude Global**: A St. Jude program, administered by the Department of Global Pediatric Medicine, that creates the infrastructure to support and pursue St. Jude’s global vision and expand its mission worldwide.
11. **St. Jude Global Alliance Medical Institution Membership Agreement**: The Medical Institution Membership Agreement (“MIMA”) between St. Jude and each Medical Institution that the Member Foundation supports (which Medical Institutions are listed in Exhibit 1 attached and incorporated by reference herein).
12. **St. Jude Global Alliance (“Alliance”)**: The consortium of institutions committed to participating in St. Jude Global initiatives.

## Terms of Agreement:

### 1. Term and Renewal

- a. This Agreement shall be effective on the date of execution and will continue in effect until the time of the first renewal (“Initial Term”).
  1. Agreements executed between January 1 and June 30 will be subject to a renewal date of December 31 of that calendar year.
  2. Agreements executed on or after July 1 will be subject to a renewal date of December 31 of the following calendar year.
  3. After the Initial Term, this Agreement shall automatically renew (“Renewal Term”) from January 1 to December 31 of each calendar year.
- b. Within ninety (90) days prior to the end of the Initial Term and all Renewal Terms thereafter, ALSAC and St. Jude shall review the Member Foundation for adherence to this Agreement and Member Foundation SOPs.
- c. Automatic renewal of this Agreement is subject to the following requirements: (i) at least one Medical Institution affiliated with the Member Foundation is in compliance and in good standing and has not lost St. Jude Global’s approval under the relevant MIMA, and (ii) Member Foundation is in compliance and in good standing itself. It will be a for-cause termination event under Section 4c if ALSAC and St. Jude determine, in their discretion, that the foregoing requirements are not satisfied. Notwithstanding the foregoing, nothing will prevent termination of this Agreement at any time upon the mutual agreement of the Parties.

### 2. Delegates

The Member Foundation will appoint an individual to serve as its Primary Delegate to act as the main point of contact and provide oversight and monitoring of Alliance activities in which the Member Foundation chooses to take part. An alternate Delegate must also be appointed to serve if the Primary Delegate is unable to participate.

### 3. Member Foundation Policies, Procedures and Governing Documents

Member Foundation agrees to follow any Member Foundation SOPs developed as soon as reasonably practical but within no less than thirty (30) days of such SOP being provided to the Member Foundation. ALSAC and St. Jude shall inform Member Foundation by email of any changes to the Member Foundation SOPs, and Member Foundation shall comply with such revised Member Foundation SOPs as soon as reasonably practical but within no less than thirty (30) days of the date of the email. It will be a for-cause termination event under Section 4c if ALSAC and St. Jude determine, in their discretion, that Member Foundation fails to comply with the requirements and obligations under this Agreement, including the Member Foundation SOPs.

To enable ALSAC and St. Jude to understand Member Foundation’s structure and to provide the most relevant training, while demonstrating that Member Foundation is in good standing and a financially sound organization, Member Foundation will provide ALSAC and St. Jude with copies of its previous year’s audited financial statements, a roster of board members, bylaws, articles of incorporation (or similar document) in country as well as any other information deemed necessary to facilitate an assessment of Member Foundation by ALSAC and St. Jude. Additionally, in order to enable ALSAC to refine its training program and operate

it efficiently and effectively, no later than 180 days after the end of Member Foundation's fiscal year, Member Foundation will provide an impact assessment detailing the outcomes of the training program, which will include changes in fundraising strategies utilized, changes observed in the work, changes in donations raised and an overall explanation of the impact of the program, including metrics.

#### 4. Resolving Disputes and Termination

- a. The Parties will attempt to resolve any disputes that may arise from the interpretation or performance of this Agreement by amicable agreement. Any dispute, controversy, or claim arising hereunder (each, a "Dispute") shall be attempted to be settled by the Parties in good faith by submitting each such Dispute to appropriate senior management representatives of each Party. In the event no mutually acceptable resolution is achieved within thirty (30) days, any such Dispute shall be resolved by binding arbitration under the arbitration rules of the International Chamber of Commerce ("ICC"), unless this arbitration provision is waived by both parties. Either Party may initiate arbitration by providing at least thirty (30) days' prior written notice to the other Party before filing the formal notice of arbitration. The arbitration shall be held in a mutually agreeable location, and if the Parties cannot agree on a location, then in New York, NY, USA, by one or more arbitrators appointed in accordance with the ICC rules. The decision of the Arbitration Tribunal in any such arbitration shall be final and not appealable, and shall be enforceable in any court or tribunal of competent jurisdiction. No punitive damages shall be recoverable by either Party in such a proceeding. The Parties agree that the service of any notice in the course of such arbitration proceeding at their respective addresses as provided for in this Agreement shall be valid and sufficient. In any arbitration proceeding, the arbitration shall be conducted in the English language. The Convention for the International Sale of Goods shall not apply. Notwithstanding the foregoing, to the extent any Dispute arising under this Agreement is regarding the infringement, enforceability, validity or scope of any patent(s) or any trademark(s), such Dispute shall be submitted not to arbitration but instead to a court of competent jurisdiction in the territory of the relevant patent or trademark.
- b. Notwithstanding any provisions herein, ALSAC and St. Jude reserve the right to terminate this Agreement without cause and for any reason with thirty (30) days prior written notice to the Member Foundation.
- c. ALSAC and St. Jude reserve the right to terminate this Agreement immediately if ALSAC or St. Jude determines, in its discretion, that: (i) Member Foundation has engaged in conduct amounting to fraud, dishonesty, gross negligence, willful misconduct or conduct that is unprofessional, unethical, or detrimental to the reputation, character and standing of St. Jude, the Alliance or ALSAC; (ii) Member Foundation has acted in a way that is non-compliant with local regulations and operating standards; or (iii) continuing this Agreement would threaten the licensure, tax-exempt status, or any regulatory status necessary for St. Jude's or ALSAC's business operations.
- d. At any time, Member Foundation may terminate this Agreement, with or without cause, after having provided the other Parties at least thirty (30) days' prior written notice of the termination.

#### 5. Effect of Termination

Upon notice of termination, the Parties will cooperate as to any ongoing projects but neither Party shall have any further obligations to the other Party except as set forth in any Collaboration and Activities Rider.

## 6. Use of Name

- a. Except as provided in paragraph (b) below, Member Foundation agrees that Member Foundation shall not use the name, logo, designs, trade dress or trademarks of ALSAC or St. Jude, including but not limited to those set forth on Exhibit 2 ("St. Jude Trademarks"), or any other Alliance member or make any references thereto, without the other Party's prior written consent, excepting that Member Foundation may acknowledge its participation as a supporting organization of a Medical Institution in the St. Jude Global Alliance as agreed to in writing and in advance by the ALSAC CEO, Chief Marketing and Experience Officer, or designee, in concurrence with the St. Jude CEO, or designee, who are the only people authorized to grant consent for St. Jude and ALSAC. Regardless of consent, the name, logo or other trademarks of St. Jude and ALSAC remain St. Jude and ALSAC exclusive property and shall not be used in any way that indicates or creates the impression that St. Jude or ALSAC endorses, approves, sponsors or is affiliated with any products, services, or goods available through the Medical Institution or Member Foundation. In like manner, the Member Foundation name and logo remain its exclusive property. Member Foundation, its affiliates and employees, contractors and representatives shall not use St. Jude's name to solicit donations, unless with St. Jude and ALSAC's prior, written agreement.
- b. It will be a for-cause termination event under Section 4c if ALSAC determines, in its sole discretion, that any of the St. Jude Trademarks are being used without permission, improperly or wrongfully or that liability or undesirable publicity will attach to ALSAC or St. Jude, or that the reputation and good will of ALSAC or St. Jude is jeopardized.
- c. The Alliance may develop and distribute logos ("Alliance Trademarks") for use by the Member Foundation. Member Foundation may use such materials once authorized only in accordance with the brand standards issued for such logo.
- d. As between the Parties, Member Foundation acknowledges and agrees that (a) ALSAC owns the St. Jude Trademarks including any Alliance Trademarks and all rights therein and goodwill pertaining thereto and (b) each use, if any, of the St. Jude Trademarks including any Alliance Trademarks and any and all goodwill generated thereby or associated therewith, shall inure solely to ALSAC's benefit. In the event that Member Foundation obtains any rights in the St. Jude Trademarks including any Alliance Trademarks, Member Foundation hereby assigns to ALSAC its entire right, title, and interest in, to, and under such St. Jude Trademarks including any Alliance Trademarks and hereby waives any ownership interest in the foregoing if such assignment does not take effect immediately for any reason. Member Foundation agrees to execute any and all assignments and other documents necessary to perfect or record ALSAC's right, title, and interest in, to, and under such St. Jude Trademarks or to register ALSAC as the exclusive owner of any applicable registrable rights. Member Foundation shall not (a) seek to register anywhere in the world any St. Jude Trademark, Alliance Trademark or any trademark that is confusingly similar to any St. Jude Trademark or Alliance Trademark, (b) use any trademark confusingly similar to, or a variation of, a St. Jude Trademark or Alliance Trademark anywhere in the world, (c) directly or indirectly challenge the ownership or other rights of ALSAC in or to any St. Jude Trademark or Alliance Trademark or the validity or enforceability thereof, or (d) contest that the Member Foundation's rights under this Agreement are limited to those of a licensee to use the St. Jude Trademark or Alliance Trademark, as and to the extent expressly set forth herein.
- e. This Section 6 shall survive termination or expiration of this Agreement.

## 7. Relationship of Parties

Member Foundation, ALSAC and St. Jude intend that this Agreement establish their relationship as independent of each other and not as partners, joint ventures, joint employees, or employers, or employees. Neither Party has the authority to bind the other Party in any respect, it being intended that each Party shall remain independent and solely responsible for its own actions. No employee or agent of one Party shall be considered an employee or agent of the other Party.

## 8. Indemnification and Limitation of Liability

- a. Member Foundation agrees to indemnify, defend, and hold harmless ALSAC and/or St. Jude and any entity controlling, controlled by, or under common control of ALSAC and St. Jude ("Other Entities"), and the members, trustees, officers, employees and agents of ALSAC, St. Jude and each Other Entity and their respective successors, heirs and assigns, against and from liability, losses, costs, or damages, and reasonable expenses relating thereto (including reasonable attorney's fees and expenses) incurred by or imposed upon them or either one of them in connection with claims, suits, actions, demands, or judgments arising out of or resulting from the operations of Member Foundation or the participation of Member Foundation in the Alliance. This provision shall survive termination or expiration of this Agreement.
- b. ALSAC and St. Jude each expressly disclaims and excludes any and all representations and warranties whatsoever to Member Foundation relating to any deliverables or other services provided by ALSAC, St. Jude and/or the Alliance hereunder. In no event shall ALSAC or St. Jude have any liability whatsoever for incidental or consequential damages, loss of business or profits, special or indirect damages of any nature whatsoever, even if ALSAC, St. Jude or Member Foundation have been advised of the possibility of such damages. The disclaimers of warranty, limitations of liability, and other provisions stated herein form an essential basis of the bargain between the parties and apply regardless of whether any limited remedy fails of its essential purpose. ALSAC and St. Jude shall not be liable to Member Foundation for any damages under this Agreement. This provision shall survive termination or expiration of this Agreement.

## 9. Compliance with Applicable Laws, Regulations, and Standards

- a. Member Foundation shall comply with all applicable laws, rules, and regulations of applicable governmental authorities and accrediting agencies having jurisdiction over its activities, and/or this Agreement including, but not limited to, applicable anti-bribery acts.
- b. Member Foundation shall notify St. Jude immediately if any of the following circumstances apply: (i) Member Foundation failed to maintain in good standing all applicable licenses and certifications required to do business and/or fundraise in Member Foundation's country; (ii) Member Foundation is indicted or convicted of any crime; (iii) any officer, director, employee or volunteer of Member Foundation is indicted or convicted of any crime related to Member Foundation's operations; (iv) Member Foundation has failed to comply with Member Foundation SOPs within a reasonable period of time after receipt not to exceed thirty (30) days in any event.
- c. To the extent that Member Foundation participates in any ALSAC educational and/or fundraising trainings, sessions or experiences or receives educational or example materials from ALSAC, ALSAC is providing such experiences, information, training



and opportunities as it relates to ALSAC's United States operations and will not address the nuances or regulations associated with engaging in similar activities outside of the United States. Member Foundation acknowledges and agrees that Member Foundation is responsible for assessing the feasibility and legality of conducting operations and activities in its country; that Member Foundation should not infer that all activities permitted in the United States are likewise permitted in Member Foundation's country and that Member Foundation accepts the responsibility to identify and engage in only those activities permitted by the laws and regulations of Member Foundation's country.

#### 10. Anti-Terrorism

The Parties acknowledge that the United States has Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism and the terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. To the best of its current knowledge, Member Foundation has not provided during the previous ten (10) years, and shall take reasonable steps to ensure that it does not and will not knowingly during the term of this Agreement, provide support or resources to an individual or entity that commits or has committed or attempts to commit, advocate, facilitate, or participate in violence, terrorist acts, or money laundering.

#### 11. No Inducement to Refer

Nothing contained in this Agreement requires Member Foundation to refer patients to St. Jude, nor ALSAC or St. Jude to refer patients to Member Foundation's Medical Institution(s). The Parties will conduct their relationship in full compliance with applicable international, national, and subnational laws. Notwithstanding unanticipated effects of the provisions herein, neither Party will intentionally conduct itself in a manner that violates these provisions.

#### 12. No Sanction

Neither ALSAC, St. Jude nor Member Foundation is a Restricted or Denied Party by the U.S. government and has not been sanctioned by the U.S. Health and Human Services Office of the Inspector General as set forth on the Cumulative Sanctions Report, or excluded by the General Services Administration as set forth on the List of Excluded Providers [see <http://oig.hhs.gov/fraud/exclusions.html> and <http://epfs.arnet.gov/>].

#### 13. No Solicitation.

Member Foundation will not, at any time, solicit funds, assets, or property for ALSAC or St. Jude, receive, control or have custody of funds, assets, or property solicited for ALSAC or St. Jude, or employ, procure, or engage any compensated person to solicit, receive, control or have custody of funds, assets, or property solicited for ALSAC or St. Jude. Member Foundation acknowledges that it is not a professional fundraiser for ALSAC and will not register as such. Member Foundation and ALSAC agree to comply with all requirements of applicable national and subnational laws relating to the activities to be conducted hereunder, including all applicable statutes, rules and regulations. Each party represents and warrants that it will maintain, at its own expense, all applicable licenses, certificates, authorizations, bonds and permits necessary to carry out its obligations under this Agreement. Member Foundation agrees to sign contract addenda and various forms from time to time as is reasonably necessary to comply with changing charitable regulations. Member Foundation warrants that neither it, nor any of its officers, directors, employees, affiliates, or grantees, is a prohibited person as that



term is defined by the Office of Foreign Assets Control of the U.S. Treasury, and commits to notify ALSAC and St. Jude in the event Member Foundation becomes aware of the involvement of such a person in this program. Member Foundation may not use the names of current or former St. Jude and ALSAC officers, directors, employees or affiliated physicians or faculty except upon either the prior written consent of both ALSAC's CEO and St. Jude's CEO, or their designees, which would include certain "grandfathered" exceptions; or upon the prior written consent of such officer, director, employee or affiliated physician or faculty member to the Member Foundation to allow use of such individual's name. Member Foundation may not approach and will not use or make public the name or story of any current or former St. Jude patient or family for purposes of stories, profiles, testimonials, news, public awareness, or any other publicity unless such patient or family was assisted by the Medical Institution or Member Foundation and neither St. Jude nor ALSAC is mentioned in the content.

#### 14. Assignment

Member Foundation may not assign this Agreement without ALSAC's and St. Jude's prior written consent.

#### 15. Entire Agreement

This Agreement along with any other specifically referenced materials (including, but not limited to, Collaboration and Activities Rider(s)) constitute the entire understanding between Member Foundation, St. Jude and ALSAC with respect to the subject matter hereof.

#### 16. Amendments

Amendments to this Agreement are effective only if in writing and in English and signed by Member Foundation, St. Jude and ALSAC. Notwithstanding the foregoing, the parties agree that Collaboration and Activities Rider(s) entered into and signed by St. Jude, Member Foundation and ALSAC shall be of full force and effect.

#### 17. Headings

The headings of the Sections, Articles, and Attachments of this Agreement are inserted for convenience of reference only and do not affect construction or meaning or govern the rights or liabilities of the Parties.

#### 18. Counterparts

This Agreement may be executed in exact counterparts.

#### 19. Severability

If a court of competent jurisdiction determines that a term or provision of this Agreement is illegal or invalid, such provision will be severed from this Agreement and not affect the remainder of this Agreement's validity.

#### 20. Governing Law

The laws of the State of Tennessee USA govern interpretation and enforcement of this Agreement without regard to conflicts of law provisions.

#### 21. Governing Document

If there is inconsistency or conflict between the English and a translation of this document, the English version governs and controls.

## 22. Contract Modifications for Prospective Legal Events

The Parties reserve the right to amend this Agreement so that it complies with applicable U.S. Federal or state laws or any international law that ALSAC and/or St. Jude determines in its reasonable discretion applies to this Agreement ("Applicable Law"). If one of the Parties in its reasonable discretion and with advice of its counsel, reasonably determines that a change in or new interpretation of Applicable Law makes compliance with this Agreement impossible or could have a material adverse effect on the Party's ability to comply with this Agreement, such Party shall provide written notice to the other Party. Within thirty (30) days of such notice, the Parties shall negotiate in good faith for a minimum of thirty (30) days to amend the Agreement to conform the Agreement to the intent of the Parties at the time they entered into the Agreement before the change in law. If, after thirty (30) days, the Parties cannot agree on an amendment, either Party may immediately terminate this Agreement upon providing written notice to the other Party.

## 23. Notices

Notices, requests, and communications required by this Agreement shall be in writing and shall be given and deemed to have been received by either personal delivery, electronic delivery, or postal mail. The Parties will provide change of address notice in writing and will be effective upon actual receipt.

If to ALSAC and St. Jude:

**ALSAC**

501 St. Jude Place  
Memphis, Tennessee 38105 USA  
Attention: VP- Global Alliances  
Phone: +1 901 578-2000  
[alsacglobal@alsac.stjude.org](mailto:alsacglobal@alsac.stjude.org)

**St. Jude Children's Research Hospital**

262 Danny Thomas Place MS 721  
Memphis, Tennessee 38105 USA  
Attention: Director, St. Jude Global  
Phone: +1 901 595-7573  
[Global@stjude.org](mailto:Global@stjude.org)

Copy to:

**ALSAC**

501 St. Jude Place  
Memphis, Tennessee 38105 USA  
Attention: Chief Legal Officer  
Phone: +1 901 578-2007  
[sara.hall@alsac.stjude.org](mailto:sara.hall@alsac.stjude.org)

**St. Jude Children's Research Hospital, Inc.**

262 Danny Thomas Place MS 721  
Memphis, Tennessee 38105 USA

Attention: Chief Legal Officer  
Phone: +1 901 595-2288  
[GeneralCounselOffice@stjude.org](mailto:GeneralCounselOffice@stjude.org)

If to the Member Foundation:

**City of Smile Charitable Foundation**

7 Nersissyan Str, Room 106

Yerevan, 0033, Armenia

+37410 283800 ext.0104

Attention: Mrs. Ester Demirtshyan

[ester@cityofsmile.org](mailto:ester@cityofsmile.org)

**24. Force Majeure**

The Parties agree that delay or failure of a Party to perform its obligations under this Agreement shall be excused if and to the extent caused by Acts of God, pandemic, strikes, action of regulatory agencies, fire, flood, explosion, riot, war, sabotage, or other cause or causes beyond the reasonable control of the Party affected. The Parties shall provide prompt notice of such delay and work diligently to remove such cause or causes. If the cause or causes cannot be removed within thirty (30) days, the Parties will work together to structure an alternate approach to manage operations and meet their individual commitments as described in this Agreement. If the failure or delay extends for more than ninety (90) days, then the Parties shall have the right to terminate this Agreement upon written notice at any time after expiration of the ninety (90) day period. This provision is subject to the termination obligations set forth in Section 4 of this Agreement.

**25. Duty to Cooperate**

The Parties acknowledge that their mutual cooperation is critical to the ability to perform their duties successfully and efficiently. Accordingly, each Party agrees to cooperate with the other Party fully in formulating and implementing goals and objectives that are in the best interests of the Alliance.

**26. Authorization for Agreement**

The Parties are authorized by their institutions, and all necessary laws and resolutions to execute and perform this Agreement, and this Agreement constitutes the Parties' valid and enforceable obligations.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the Parties agree to the above terms, have caused this Agreement to be executed and delivered by their authorized representatives, and acknowledge receipt of a copy of this Agreement. By signing this document, the organization agrees to be an Alliance Member Foundation and member of the St. Jude Global Alliance.

**FOR AND ON BEHALF OF MEMBER FOUNDATION:**

Signature: 

Name: Mrs. Ester Demirtshyan

Title: Executive Director

Institution: City of Smile Charitable  
Foundation

Date: 10/24/2022

Signature: 

Name: Dr. Gevorg Tamamyan

Title: Board Member

Institution: City of Smile Charitable  
Foundation

Date: 10/24/2022

**FOR AND ON BEHALF OF ALSAC:**

Countersignature by ALSAC, which shall be effective on the latest date below.

Signature: 

Name: Suheir Rasul

Title: Vice President, ALSAC Global

Date: 11.10.2022

Signature: 

Name: Richard C. Shadyac, Jr.

Title: President and CEO

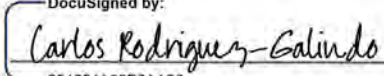
Date: 11-10-2022

Reviewed by:   
CS



**FOR AND ON BEHALF OF ST. JUDE CHILDREN'S RESEARCH HOSPITAL, INC.:**

Countersignature by St. Jude Children's Research Hospital, which shall be effective on the latest date below.

Signature:   
284694A06E6A4C6...

Name: Carlos Rodriguez-Galindo, MD

Title: EVP & Director, St. Jude Global

Date: 21-Dec-2022 | 2:57:54 PM CST

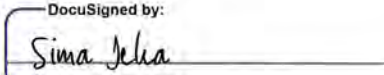
Signature:   
B79E2F54694547C...

Name: James Downing, MD

Title: President and CEO

Date: 22-Dec-2022 | 1:31:51 PM CST

**Recommended By:**

Signature:   
165608E7FCBG4FC...

Name: Sima Jeha, MD

Title: Director, Eastern Mediterranean  
Regional Program

Date: 20-Dec-2022 | 5:25:40 PM CST

DS  
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**Exhibit 1**

St. Jude Global Alliance Medical Institution Member(s) supported by Member Foundation

PEDIATRIC CANCER AND BLOOD DISORDERS CENTER OF ARMENIA,  
HEMATOLOGY CENTER AFTER PROF RH YEOLYAN



## Exhibit 2

St. Jude Children's Research Hospital®

ALSAC®

Finding cures. Saving children.®

NO CHILD SHOULD DIE IN THE DAWN OF LIFE®

TOGETHER POWERED BY ST. JUDE CHILDREN'S RESEARCH HOSPITAL®

ANGELES DE ESPERANZA®

PARTNERS IN HOPE®

COUNTRY CARES FOR ST. JUDE KIDS®

DREAM HOME®

RADIO CARES®

PROMESA Y ESPERANZA®

ST. JUDE HERO®

ST. JUDE GLOBAL™



CURE4KIDS®

