

**MEMORANDUM OF UNDERSTANDING BETWEEN
BC CANCER AGENCY AND
SEATTLE CANCER CARE ALLIANCE/
FRED HUTCHINSON CANCER RESEARCH CENTER**



BC Cancer Agency

CARE + RESEARCH

An agency of the Provincial Health Services Authority



FRED HUTCH

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DATED: September 20th, 2016

BETWEEN

(1) BC Cancer Agency of 600 West 10th Avenue, Vancouver, British Columbia V5Z 4E6

(2) Seattle Cancer Care Alliance/Fred Hutchinson Cancer Research Center of 1100 Fairview Ave N; Mail Stop D1-060, Seattle, WA 98109-1024

Collectively, “the Parties”

WHEREAS:

(A) BC Cancer Agency has responsibility for cancer care for the approximately 5 million residents of British Columbia. It has a large research institute with annual grant funding exceeding \$75 million Canadian dollars. It has internationally recognized research strengths in genomics, functional imaging, molecular oncology, lymphoma, ovarian, breast and pancreatic cancers. (may need more legal definition including relationship with PHSA)

(B) Fred Hutchinson Cancer Research Center is a medical and scientific nonprofit research institution whose mission and purpose is the elimination of cancer and related diseases as causes of human suffering and death. It is committed to generating new scientific discoveries and translating them into effective medical practices, therapies and public health approaches to improve the care and treatment of persons with cancer and related diseases. Seattle Cancer Care Alliance is a nonprofit, federally-designated cancer hospital whose mission is to (a) provide state-of-the-art, patient and family centered care; (b) support the conduct of cancer clinical research and education and (c) enhance access to improved cancer interventions and advance the standard of cancer care, regionally and beyond.

(C) The Parties have agreed to cooperate on the terms set out in this MOU.

IT IS AGREED as follows:

1. Objectives

The parties will co-operate in the development of a master collaboration agreement that will enable clinical research collaborations between the two organizations so as to accelerate discoveries and enhance the research performance of both parties, expand patient access to innovative therapies and provide better training opportunities for young scientists and researchers.

2. Commencement and Duration

This MOU will commence on the date hereof and will continue until such time as a master collaboration agreement is finalized. This MOU can be terminated by either Party upon fifteen (15) days notification in writing to the other Party.

3. Commitments of the Parties

The Parties shall work together to co-develop a master collaboration agreement that enables the parties to collaborate on projects of mutual interest in the field of cancer research including appropriate exchanges of materials, staff, data and materials in furtherance of such projects. Collaboration Projects will be carried out in accordance with the terms of mutually agreed to Project Agreements that meet the requirements of all applicable laws and regulations including BC's Freedom of Information and Protection of Privacy legislation.

The Parties will cooperate in good faith to provide support and assistance reasonable requested by each other to perform their respective activities allocated under this MOU.

4. Governance

The Parties will establish a Steering Group as the principal governance body to manage this MOU and oversee the negotiation and execution of an appropriate master collaboration agreement.

The Parties will draw up terms of reference for the Steering Group which will be comprised of an equal number of representatives from each Party.

5. Intellectual Property

Nothing in this MOU shall affect ownership of the intellectual property rights of either party existing prior to the date of this MOU and neither party claims by virtue of this MOU any right, title, or interest in or to any issued patents or pending patent applications, data, materials or other intellectual property owned or controlled by any other party as of the date of this MOU. Nothing in this MOU will be construed as granting any license or obligation to license or otherwise allow the use of any intellectual property to the other party

6. Confidentiality

Information exchanged and shared under this MOU may include non-public information exempt from public disclosure. Information not intended for public dissemination is only to be shared according to the procedures and policies of the parties, as permitted by their respective laws. Neither party may divulge information designated by the disclosing party as confidential information or use it for purposes other than those described in this MOU, without the consent of the disclosing party, except where required to do so as a matter of law. If the receiving party is required by law to disclose confidential information of the other party including by discovery, subpoena or other legal or administrative process, the receiving party agrees to provide the disclosing party prompt notice of the required disclosure to permit the disclosing party, at its option and expense, to seek an appropriate protective order or waive the requirements of this MOU. If no protective order or waiver is obtained, such disclosure may be made but only to the extent legally required. The receiving party will not oppose any action by the disclosing party to obtain an appropriate protective order or other assurance that confidential information which must be disclosed will be accorded confidential treatment.

7. Publicity and Use of Name

Neither Party shall make or permit the making of any press release or other public announcement in relation to this MOU without first obtaining the written approval of the Party to any such release or announcement which shall not be unreasonably withheld or delayed. Neither party will use the name of the other party or the name of the other party's divisions, affiliates, employees, products, services, trademarks or service marks for promotional purposes in printed materials without the prior written consent of the other party.

**The Parties hereby execute this MOU by their duly authorized representatives:
For BC Cancer Agency**

Authorized Signatory _____

Print Name: Malcolm J. Moore, M.D.

For Seattle Cancer Care Alliance/Fred Hutchinson Cancer Research Center

Authorized Signatory: _____

Print Name: D. Gary Gilliland, M.D., Ph.D.