

**MEMORANDUM OF UNDERSTANDING
BETWEEN
IL CENTRO NAZIONALE DI ADROTERAPIA ONCOLOGICA
AND
THE AUSTRALIAN NUCLEAR SCIENCE AND TECHNOLOGY ORGANISATION
ON A
COOPERATIVE PROGRAMME IN HADRON THERAPY AND TUMOUR
DIAGNOSIS**

Il Centro Nazionale di Adroterapia Oncologica of Strada Campeggi, 53 27100 Pavia, Italy, ("CNAO") and the Australian Nuclear Science and Technology Organisation of New Illawarra Road, Lucas Heights, New South Wales, Australia ("ANSTO") (referred to individually as the "party" or collectively as the "Parties") have agreed to enter into this Memorandum of Understanding ("MOU").

The Parties recognize their respective skills and expertise, the importance of improving human health outcomes and wish to cooperate using nuclear science and technology specifically in the areas of hadron therapy, tumour diagnosis and related health issues.

Article 1 Purpose

The Purpose of this MOU is to develop a mutually beneficial cooperative programme in nuclear science and technology. Details of those areas are:

- Research and Innovation in Hadrontherapy
- Hadrontherapy Treatment Regimes
- Technical Specifications for Hadron Facilities

Article 2 Implementation

Each cooperative activity under this MOU shall be implemented through a specific exchange of letters or agreement between the Parties that

- a) agrees the scope of the activity, its goals and its conduct; and
- b) specifies any necessary procedures and conditions governing the activity, including provisions dealing with intellectual property and indemnities as required.

Article 3 Cost

The Parties shall bear their respective costs related to implementation of this MOU or of any cooperative activity undertaken under it, unless they agree otherwise.

Article 4 Confidentiality

All the information and experiences obtained or undertaken in the course of performing this MOU shall remain the property of the Party providing such information and experiences. Neither Party shall transmit or disclose to any third party, any confidential information given to it by the providing Party without the prior written consent of the providing Party. A Party shall be relieved from this obligation where the disclosure is required by law or the information or experiences have entered the public domain other than due to a Party's default.

Article 5 Settlement of Differences

Any differences arising out of the interpretation or application of this MOU shall be settled amicably by negotiation or consultation between the Parties.

Article 6 Amendment

This MOU may be amended by mutual written consent of the Parties. Such amendment shall come into force on the date the Parties agree on and it shall form an integral part of this MOU.

Article 7 Entry into force and Duration

This MOU shall enter into force on the date of its signature (and if not signed simultaneously, then on the date it is last signed), and shall be valid for a period of five (5) years and should be automatically extended for an additional period of five (5) years, unless either Party notifies the other Party of its intention to terminate this MOU, at least 6 (six) months before its expiration.

The termination of this MOU shall not affect the validity and duration of any activity under this MOU until the completion of such activity or activities.

This MOU is not intended by the parties to be legally binding.

Signed by the duly authorised representatives of the Parties.

For

**Il Centro Nazionale di Adroterapia
Oncologica (CNAO)**

Erminio Borloni - CNAO President

Signed on September 18, 2013



For

**The Australian Nuclear Science and
Technology Organisation (ANSTO)**

Adi Paterson - ANSTO's CEO

Signed on October 11, 2013

