IMPLEMENTING ARRANGEMENT BETWEEN THE MINISTRY OF HEALTH AND SOCIAL AFFAIRS OF THE KINGDOM OF SWEDEN,

AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE UNITED STATES OF AMERICA FOR COOPERATION ON CANCER RESEARCH, PREVENTION, CONTROL, AND MANAGEMENT

The Ministry of Health and Social Affairs of the Kingdom of Sweden, on the one side, and the Department of Health and Human Services (HHS) of the United States of America, on the other side, (hereinafter referred to as the "Participants");

Recalling the Agreement on Science and Technology Cooperation between the Government of the Kingdom of Sweden and the Government of the United States of America, signed at Stockholm on June 29, 2006 (the "S&T Agreement"), which encourages cooperation to promote advances in science and technology and which, pursuant to Article 6, governs this Implementing Arrangement (IA);

Taking note of the strengthening relations between Sweden and the United States and recognizing the need to encourage cooperation in promoting advances in cancer research, innovation, implementation and cancer control as well as broadening the scope of joint research activities and academic interchanges within life sciences on the basis of equality, reciprocity and mutual benefit;

Intending to provide the structure and basis for implementing and expanding such collaborative activities;

Have reached the following understandings:

Section 1 General Scope

- 1. This IA describes the general framework of collaboration for promoting and conducting high- quality research and data-sharing to strengthen the evidence base necessary for cancer prevention, early detection, treatment and management.
- 2. The Participants intend to strengthen their collaboration, in conformity with the mission and objectives of each Participant, to cover, inter-alia, the following:
 - (i) Promotion and development of cooperation in the fields of clinical cancer research and patient care delivery;





- (ii) Development of training, and capacity building in areas covered by this IA;
- (iii) Collaboration in cancer research including basic, translational and survivorship research, epidemiology, prevention, diagnosis, screening, treatment and control;
- (iv) Direction of increased collaboration in areas covered by this IA between appropriate Centers of Excellence and Institutions in both countries, as recommended by the Participants;
- (v) Assessment and application of new and cost effective cancer diagnostic technologies for public health benefits, and the translation of technologies for global health; and
- (vi) Partnership to help low- and middle-income countries with cancer control and cancer research.
- 3. The Participants may collaborate in any other manner related to the purpose of this IA, as mutually determined.
- 4. For the Kingdom of Sweden activities under this IA are implemented by the Ministry of Education and Research and the Ministry of Health and Social Affairs of the Kingdom of Sweden and for the United States of America the activities under this IA are implemented by the Department of Health and Human Services (HHS) (collectively "the Implementing Agencies").
 - a. The activities under this IA may be pursued between the National Cancer Institute, National Institutes of Health, HHS and/or one or more of the other parts of HHS designated under Section 3 and Swedish Implementing Entities, as identified under Section 3 of this IA. Specific activities may be completed individually or jointly, as determined by the respective Participants.
- 5. All activities described in and/or pursued by the Participants under this IA are subject to the availability of personnel, resources, and funds.
- 6. The Participants intend to develop steps for implementing this IA through mutual consultations. For this purpose, they intend to establish a schedule of telephone and/or video conferences, and other interactions, which may include, but not be limited to (i) discussing new opportunities, (ii) assessing progress on existing activities, (iii) sharing information about the availability of intellectual and infrastructure resources, (iv) facilitating the mutual sharing of biological material, and (v) planning for scientific conferences and other joint activities, all subject to the laws, regulations, and policies applicable to each Participant.
- 7. The Participants recognize that the work performed under this IA may involve exchange of administrative and scientific personnel and transfer of equipment for

carrying out activities. As such, subject to their respective laws, regulations, and policies, the Participants intend to facilitate the necessary clearance for personnel and equipment involved in such exchange/transfer on a priority basis.

8. This IA imposes no fiscal or funding obligations on the Participants. Nothing in this IA authorizes or is intended to obligate the Participants to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value, or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation. The Participants intend for any financial arrangement between the Participants to be subject to a separate project-specific implementing arrangement, as appropriate.

Section 2 Applicable Laws

The Participants intend to perform all activities pursuant to this IA in accordance with the respective laws, regulations, and policies of the Participants, as applicable, including laws on the protection of human and animal subjects as well as transfer of biological material in any research.

Section 3 Implementing Entities

1. The Implementing Agencies intend to implement activities under this IA through the following entities ("Implementing Entities"):

For the Ministry of Health and Social Affairs of the Kingdom of Sweden

- a. Appointed agencies under the responsibility of the Ministry of Education and Research
- b. Appointed agencies under the responsibility of the Ministry of Health and Social Affairs

For HHS of the United States of America

- a. National Cancer Institute, National Institutes of Health (lead agency)
- b. Other Operating Divisions and Staff Divisions under the Department of Health and Human Services
- 2. In addition to the Participants, other individuals and institutions may contribute to the collaborative efforts intended to be performed under this IA. These contributors may include individuals and institutions in the public, private and academic sectors, state and local governments in both countries, and other entities, as identified and mutually determined by the Participants. This IA in no way restricts the Participants or their Implementing Agencies or Entities, as identified in this Sections 3, from



participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

<u>Section 4</u> Areas of Cooperation

The Participants intend the following to be the main areas of cooperation under this IA, in all cases subject to the respective laws, regulations, and policies applicable to the Participants and the availability of personnel, resources and appropriated funds:

- 1. Increased bilateral cooperation on cancer research, prevention, control and management;
- 2. Development of collaborative research projects on population-based cancer control and implementation science;
- 3. Development of projects in the areas of basic cancer research, pre-clinical model development, translational, epidemiological and clinical research as well as cancer care delivery;
- 4. Research on cancer survivorship, including interventions to improve function and wellbeing;
- 5. Research on issues that create cancer health disparities or affect equitable outcomes related to cancer;
- 6. Research on palliative care for individuals with cancer;
- 7. Collaboration for conducting research and training on development of low-cost technologies, diagnostics and combination of existing medications against common cancers and development of existing therapies for novel indications related to oncology;
- 8. Facilitation of mutual transfer of biological material;
- 9. Discovery and development of new anti-cancer agents;
- 10. Research on cancer screening and early detection;
- 11.Data driven and digital approaches to cancer education, early detection and treatment;
- 12. Health systems research to strengthen cancer care delivery mechanism and build public health capacity for cancer care;
- 13. Organization of joint conferences, symposia and other scientific meetings of mutual





interest;

- 14. Information and scientific exchanges, and the sharing of experiences;
- 15. Participation in professional and scientific meetings conducted in both countries; and
- 16. Any other area as mutually determined by between the Participants if and to the extent consistent with the purpose of this IA and applicable laws, regulations and policies.

Section 5 Establishment of Joint Steering Committee

- 1. The Participants intend to establish a Joint Steering Committee (JSC) to further elaborate on the details of cooperation and to oversee the implementation of this IA. The JSC is intended to develop strategic plans for collaboration, recommend areas and topics for joint workshops, develop collaborative research project solicitations, facilitate the expedited review and clearance of collaborative proposals, and foster other joint activities to advance research, innovation and implementation to combat cancer. The members of the JSC may be identified by the Participants, and a co-chair may be chosen by each side.
- 2. The Participants intend the JSC to meet when mutually determined by the Participants. If the meeting cannot be held, the Participants intend that JSC members exchange documents in lieu of such meeting.

Section 6 Protection of Intellectual Property

- 1. The Participants confirm that the treatment of intellectual property created or furnished in the course of cooperative activities is governed by the S&T Agreement, including its Annex I.
- 2. Scientists on both sides are encouraged to publish, both jointly and individually, their findings, in any scientific or medical journal or other publication including open access publications, specifically related to the work performed in areas covered by this IA, and in accordance with international standards and with the Participant's policies and procedures.

Section 7 Commencement of Cooperation

The activities under this IA may commence on the date of signature by the Participants and may continue for a period of five years. The IA may be extended by written decision of the Participants for successive periods of five years. Either Participant may discontinue cooperation under this IA at any time but should endeavor to give the



other Participant six months' written notice.

Section 8 Settlement of Differences

The Participants intend to resolve any differences arising out of or in connection to the IA amicably through mutual consultations and negotiations.

Section 9 Legal Considerations

This IA does not constitute an international agreement and does not create any legally binding obligations between the Participants under either domestic or international law.

Section 10 Modification

The Participants may modify any part of this IA by mutual decision in writing.

Signed at Wash soon [6313[29, in duplicate, in the English language.

For the Ministry of Health and Social Affairs of the Kingdom of Sweden: For the Department of Health and Human Services of the United States of America: