MEMORANDUM OF UNDERSTANDING
BETWEEN
CARILION CLINIC
AND
VIRGINIA TECH CARILION SCHOOL OF MEDICINE (VTCSOM)
AND
JEFFERSON COLLEGE OF HEALTH SCIENCES (JCHS)
AND
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY, through its VIRGINIA TECH CARILION RESEARCH INSTITUTE (VTCRI)
AND
MEMORIAL HOSPITAL, SAINT-LO, FRANCE

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made this 20th day of August, 2012 (the "Effective Date") between Carilion Clinic ("Carilion") and Virginia Tech Carilion School of Medicine ("VTCSOM") and Jefferson College of Health Sciences ("JCHS") and Virginia Polytechnic Institute and State University, through its Virginia Tech Carilion Research Institute ("VTCRI") and Memorial Hospital, Saint-Lo, France.

For and in consideration of the mutual promises and obligations set forth in this Memorandum, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose.** Carilion, VTCSOM, JCHS, VTCRI and Memorial Hospital, fully recognizing the benefits of academic exchange and cooperation among the parties, hereby establish a formal affiliation for the purpose of enhancing the parties' relationship through the promotion and development of collaborative research programs, academic and cultural exchange programs and other cooperative activities and assistance in areas of mutual interest and benefit. The parties anticipate that such activities may include any or all of the following:

1.1 Exchange of academic staff and researchers;

1.2 Exchange of students;

1.3 Collaborative research and joint academic meetings;

1.4 Exchange of documentation, research materials, publications and information in fields of mutual interest, subject to Virginia Polytechnic Institute and State University and Carilion's Intellectual Property policies and procedures.

1.5 Development, organization and hosting of joint academic and cultural symposia, conferences, workshops and meetings;

1.6 Exchange of information, advice and assistance relating to areas of mutual interest including, but not limited to, research activities, obtaining
grants and funding, technology transfer and research commercialization, developing educational and training programs, staff retention, and long-range planning and institutional development;

1.7 Other activities of mutual benefit to the parties.

2. **Term and Termination.**

2.1 **Term.** The term of this Memorandum shall commence on the Effective Date and shall continue for a term of three (3) years. Thereafter, it may be renewed for three (3) additional one (1) year terms upon the written consent of both parties hereto and upon such terms and conditions as agreed to by the parties at the time of renewal.

2.2 **Termination.** Each party may terminate this Memorandum, at any time, upon giving at least ninety (90) days' prior written notice to the other parties.

2.3 **Effect of Termination.** If, at the expiration of the initial term, or any subsequent renewal term, the parties do not agree to renew this Memorandum, or upon the termination of this Memorandum, all of the then-current programs and activities shall be terminated as soon as reasonably practicable pursuant to the parties' agreed upon terms at the time of expiration or termination. All separate agreements evidencing such programs and activities shall continue in full force and effect until the cessation of the individual program or activity.

3. **Programs and Activities.**

3.1 **Conditions Precedent.** All programs and activities shall be subject to the written approval of all parties, the availability of appropriate financial and administrative support and compliance with all applicable laws and regulations and each party's applicable policies and procedures.

3.2 **Written Agreement.** Each program and activity meeting the aforementioned conditions precedent shall be evidenced in a separate written agreement, executed by a duly authorized representative of each party, and shall fully describe all of the terms and conditions relating to the program or activity and its implementation, including all financial obligations. In particular, each such agreement shall address at least the following issues:

3.2.1 Each agreement shall specify the term of the program or activity. Additionally, each agreement shall state the program or activity will cease as soon as reasonably practicable, pursuant to the parties'
agreed upon terms, in the event this Memorandum expires or is terminated by the parties.

3.2.2 Each agreement shall contain provisions substantially similar to those contained in Section 4 of this Memorandum.

3.2.3 Each party shall appoint its own representative with respect to each program or activity and such representative shall be directly responsible for overseeing the implementation and operation of the program or activity and shall act as the main point of contact with respect to that program or activity.

3.2.4 Each party shall agree to be responsible for the acts and omissions of its own officers, employees and agents that occur in the course of their employment with such party.

3.2.5 Each party shall agree to maintain appropriate liability insurance. Evidence of each party’s current insurance coverage shall be made available upon request of the other parties. Said insurance may be through a program of self-insurance. However, nothing herein shall constitute a waiver of the sovereign immunity of VTCRI.

3.3 **No Requirement to Contract.** Nothing in this Memorandum shall require any party to enter into any agreements for projects or activities with the other parties.

4. **Miscellaneous.**

4.1 **Compliance with the Law.** The parties agree to comply with all applicable local, state and federal laws as they currently exist, or may exist in the future, throughout the term of this Memorandum.

4.2 **Captions and Headings.** The captions and headings are for convenience and reference purposes only and shall not affect, in any way, the meaning or interpretation of this Memorandum.

4.3 **Severability.** The invalidity, illegality or unenforceability of any provision of this Memorandum, as determined by a court of competent jurisdiction, shall in no way affect the validity, legality or enforceability of any other provision hereof.

4.4 **Waiver.** No failure of any party to insist upon strict observance of any provision of this Memorandum, and no custom or practice of the parties at variance with the terms hereof, shall be deemed a waiver of any provision of this Memorandum in any instance.
4.5 **Governing Law.** This Memorandum shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

4.6 **Venue.** The parties consent to the jurisdiction and venue of the state and federal courts servicing the City of Roanoke, Virginia and waive any objection to the jurisdiction or venue of any action instituted in these courts.

4.7 **Entire Agreement.** This Memorandum represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Memorandum shall not be amended or modified except by written instrument signed by the parties.

4.8 **Assignment.** This Memorandum, and the terms and provisions hereof, shall be binding upon the parties hereto and their respective successors and assigns. No party shall assign all, or any portion, of its rights or obligations hereunder without the prior written consent of the other parties; provided, however, Carilion may assign this Memorandum to any affiliate or successor entity.

4.9 **Notice.** Any notice, request, modification or demand given, or required to be given, under this Memorandum shall, except as otherwise expressly provided herein, be in writing and shall be deemed duly given only if delivered personally or sent by certified mail, return receipt requested, upon the third business day after the mailing thereof, to the addresses below:

Carilion: Carilion Medical Center  
1906 Belleview Avenue  
Roanoke, Virginia 24014-1838  
Attn: Dan Harrington, MD

Copy to: Carilion Clinic  
Office of Corporate Counsel  
P.O. Box 40032  
Roanoke, Virginia 24022-0032

VTCSOM: Virginia Tech Carilion School of Medicine  
2 Riverside Circle  
Roanoke, Virginia 24016

JCHS: Jefferson College of Health Sciences  
101 Elm Avenue, S.E.  
Roanoke, Virginia 24013
VTCRI: Virginia Tech Carilion Research Institute
2 Riverside Circle
Roanoke, Virginia 24016

MH-StLo: Memorial Hospital
715 Rue Dunant CS 85509
Saint-Lo Cedex
50009
France
Attn: Thierry Lugbull, Director
IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by the following duly authorized officials:

CARILION CLINIC:

By: Daniel P. Harrington, M.D.  
Title: Vice President for Academic Affairs, 
Carilion Clinic  
Senior Associate Dean,  
Virginia Tech Carilion School of Medicine

Date 12-11-12

VIRGINIA TECH CARILION SCHOOL OF MEDICINE:

By: Cynda Ann Johnson, M.D., M.B.A.  
Title: President and Founding Dean,  
Virginia Tech Carilion School of Medicine

Date 12-6-12

JEFFERSON COLLEGE OF HEALTH SCIENCES:

By: Nathaniel L. Bishop, D.Min  
Title: President, Jefferson College of Health Sciences  
Vice President, Facility and Guest Services

Date 12-11-12

VIRGINIA TECH POLYTECHNIC INSTITUTE AND STATE UNIVERSITY:

By: Charles W. Steger, Ph.D.  
Title: President  
Virginia Polytechnic Institute and State University

Date 1/3/12

By: Michael Friedlander, Ph.D.  
Title: Founding Director,  
Virginia Tech Carilion Research Institute

Date 1/2/3

MEMORIAL HOSPITAL, SAINT-LO, FRANCE:

By: Thierry Lugbull  
Date 25 Sept 2012