



## **PARTNERSHIP AGREEMENT**

**No. 01 / 01.08.2018**

This Partnership Agreement is entered between:

**Societatea Romana de Onco-Hematologie Pediatrica** (*the Romanian Society of Paediatric Oncohematology*), hereinafter referred to as SROHP, a legal private law entity, seated in Balotești, Ilfov County, 153 Ion I.C. Brătianu Street, having the VAT number 13797570, legally represented by Monica Desiree Dragomir, as Chairman and

**DĂRUIEȘTE ARIPI ASSOCIATION**, seated in Constanta, 1 Prieteniei Street, having the VAT number 31482767, legally represented by Alina Patrahau, as Chairman

hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**"

### **Recitals**

The activities mentioned in this Partnership Agreement are based on the legality principle, good faith and the applicable ethical norms, the parties being free to conclude partnerships, protocols, conventions or other commitments with different public or private partners, as well as to agree on the extension of the number of parties of this collaboration agreement, through addenda.

In the context of national and international concerns regarding the multi-sectoral dimension and the broader social and political context of strategies and programs against children and young people cancer, there is a need for a closer cooperation between the healthcare professionals, namely between the specialists in paediatric oncology haematology and civil society organizations whose mission is to improve the situation of children suffering of cancer.

Considering the outstanding results of the informal cooperation initiated in 2018 between the above mentioned organizations, materialized in the unprecedented development of the Romanian National Register of Child Cancer and the first incidence and survival analysis in paediatric cancer at national level,

The parties decide to continue the cooperation by concluding this Partnership Agreement (the Agreement) within the terms and conditions set out below:

**Article 1. The purpose of this Agreement is to contribute in increasing the chances of survival and the quality of life of children with cancer in Romania, as well as in improving the assistance provided to them at all levels, in all regions and in all sectors involved (health system, protection and social insertion, access to education, equal opportunities). This will be achieved through initiatives, projects and activities supported and carried out jointly by the Parties.**

**Article 2. In order to achieve the purpose of this Agreement and to achieve the common objectives, the Parties agree on the following measures:**

2.1. **SROHP** contributes with the know-how it has in the field of healthcare for children with cancer, with the technical-scientific expertise necessary to carry out the activities and will grant

specialized validation for the proposed topics to be carried out within the common activities as well as in their public notification.

2.2. **DĂRUIEȘTE ARIPI Association** will contribute with the strategic vision in the development of the integrated assistance of children with cancer at the social level, tactical, logistical and managerial support to achieve the projects and initiatives of the partnership, support in funds rising for the activities undertaken in this Partnership.

**Article 3. As part of this Agreement, there will be carried out the following activities:**

3.1. DĂRUIEȘTE ARIPI Association will provide its support for the functioning and development of the Romanian National Register of Child Cancer (RNCCR), in cooperation with the North-West Regional Cancer Register within "Prof. Dr. Ion Chiricuță" Oncological Institute of Cluj-Napoca. The operation and use thereof of this register will be performed by the Parties in compliance with all the regulations in force regarding the confidentiality and security of personal data;

3.2. Conducting analyses, studies and research on the situation of children with cancer in Romania (epidemiological analyses, survival studies, sociological surveys, operational research regarding the assistance of children with cancer in Romania, etc.)

3.3. Preparation of position documents, reports and strategic documents for optimizing policies and developing services for Romanian children suffering of cancer, adjusting them to the international initiatives in this field;

3.4. Supporting innovative projects and programs (such as: optimized service models, pilot activities, etc.) to solve the problems the Romanian children with cancer and their families have to face; supporting advocacy and communication campaigns to promote them as policy;

3.5. Mutual support in national and international networking in relation to organizations and institutions relevant for children with cancer cause;

3.6. Other activities decided by the Partners.

**Article 4.** This Partnership Agreement will be valid for a period of one year and will take effect from the date it is signed. At the expiration of this period, the Agreement shall be automatically extended, for successive periods of one year, if neither Party notifies the other Party of its termination.

**Article 5.** During the period of this Agreement, the Parties have the right to agree to amend its clauses by signing addenda, including in the event of circumstances that could not be foreseen at the date of its conclusion.

**Article 6. Termination of the agreement**

This Agreement shall cease in the following situations:

a) by the written agreement of the parties;

b) by achieving the purpose and all its objectives;

c) by the unilateral denunciation by one of the Parties, notified at least 15 days before the date of termination;

d) by termination, in case of non-performance or improper execution of the obligations provided for in this Agreement by one of the parties, insofar as in the notification addressed by the injured party, the guilty party does not submit the necessary diligences for the proper execution of the obligations for which they are responsible in accordance with this Agreement within 15 days of receiving the notification.

## Article 7. Dispute resolution

7.1. The parties to this Cooperation Master Agreement will make every effort to amicably solve, through direct negotiations, any disagreements or disputes that may arise between them within or in connection with the fulfilment of this agreement.

7.2. If, within 15 days from the beginning of these unofficial procedures, the parties are unable to amicably resolve their contractual divergences, each party may address to the competent courts.

## Article 8. Final provisions

8.1. By the actions taken neither party will harm the public image of the other party, it will not affect the good performance of their specific activities nor will it interfere with the activities carried out by the parties outside this Agreement.

8.2. The object of the collaboration, as described in the aforementioned Article 1 is not limitative. The parties have the right, at any time, to propose or to add, with the agreement of the other party, other activities considered necessary in carrying out the proposed activities and in achieving the common purpose. Any other activity or project shall complete the activities and projects of this Agreement through an addendum.

8.3. The provisions of Article 1351 of the Civil Code regarding the force majeure, fortuitous case and liability in case of force majeure apply to both parties.

8.4. The signatory parties of this master agreement will be available for mutual analysis of proposals for projects and programs, acting diligently for their involvement in order to jointly achieve them.

8.5. Any changes to this Master Partnership Agreement can be made only with the written agreement of the parties and will be recorded in an addendum, signed by all parties.

8.6. The parties declare that they will implement and expressly undertake to comply with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

This Agreement has been concluded today, in 2 original copies, one for each signatory party.

Chairman  
Monica Desiree Dragomir Ph. D.  
*Undesciphrable signature*  
Stamp of Societatea Romana de Onco-  
Hematologie Pediatria (the Romanian  
Society of Paediatric Oncohematology)

Chairman  
Alina Patrahau  
*Undesciphrable signature*  
Stamp of DĂRUIEȘTE ARIPI Association

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*I, Manole Iuliana Ionela, sworn translator and interpreter, authorized for the following languages: English/Spanish, with license no. 36034/2013, issued by the Ministry of Justice of Romania, hereby certify the concordance of this translation from Romanian into English, that the text presented was entirely translated, without any omissions and that, the translation did not modify its content and meaning.*

