

**HEALTH CARE SETTING
EDUCATIONAL EXPERIENCE
PROGRAM AGREEMENT**

This PROGRAM AGREEMENT (“Agreement”), effective September 1, 2025 (“Effective Date”) through August 31, 2030, is by and between The University of Texas M. D. Anderson Cancer Center (“MD ANDERSON”), an institution of The University of Texas System, having its principal office at 1515 Holcombe Boulevard, Houston, Texas 77030, United States, and Universidade Estadual de Montes Claros, Unimontes (“UNIMONTES”), having its principal office at Campus Universitário Prof. Darcy Ribeiro, Montes Claros, Minas Gerais 39401-089, Brazil.

WHEREAS, UNIMONTES seeks to provide an educational experience in a health care setting for students (“Student(s)”) enrolled in UNIMONTES’s Graduate Program in Health Sciences (PPGCS/UNIMONTES) Program; and

WHEREAS, the parties desire to establish an educational experience program (“Program”) to allow Students of UNIMONTES’s program to utilize MD ANDERSON for educational experience subject to the provisions of this Agreement.

NOW, THEREFORE, subject to the terms, conditions, and provisions of this Agreement as may be amended or replaced from time to time, the parties mutually agree as follows:

I. Program

- A. The purpose of the Program is to provide high-level exposure to state-of-the-art cancer research with an emphasis on the use of various murine models and imaging modalities (CT, PET, SPECT). The Rotation shall include both observational and hands-on experience with a number of MD ANDERSON’s pre-clinical in-vivo projects under the direct supervision of research scientists currently working on those studies. Of particular interest will be gaining experience with novel radiotracers with the potential for theranostic applications in cancer patients. Students will learn how to safely anesthetize and monitor anesthesia in mice, how to conduct tumor measurements, perform "cut and count" methodology, interpret images, and review/analyze the data from same. In addition, Students may rotate briefly through other areas of the institution to observe how bench research translates into the clinic (ex. theranostic infusions in PET) or to such areas as MD ANDERSON’s Vet Med facility to learn about management of various murine models due to the unique husbandry needs of genetically modified mice. Students will be expected to attend weekly group meetings and provide periodic updates on progress, highlighting both successes and challenges. This real-time engagement aims to provide an opportunity for Students to see how collaborative brainstorming works to help achieve overall project goals with an aim towards scientific advancement. Students will have no direct contact with patients and will not provide any patient care services.
- B. Each Student will participate in a four (4) month rotation at MD ANDERSON (“Rotation”).
- C. UNIMONTES has the responsibility for the Students’ educational program. MD ANDERSON will, at all times, have sole authority and control over all aspects of patient care and will designate those patients to whom Students may be exposed during the Rotation. While at MD ANDERSON, Students participating in the Program will be subject to the supervision of the assigned MD ANDERSON Cancer Systems Imaging Department faculty and/or staff member(s). Students will not replace MD ANDERSON staff or provide service to patients except as identified for educational value and delineated in the Program.

- D. UNIMONTES and MD ANDERSON will mutually agree on the number and assignments of Students assigned to MD ANDERSON. UNIMONTES will provide MD ANDERSON with a written list of the names of Students assigned to participate in the Program at MD ANDERSON, the level of academic preparation, and the length and dates of assignment at MD ANDERSON at least sixty (60) days prior to the beginning of each Rotation, unless otherwise agreed by the parties. MD ANDERSON reserves the right to refuse at its sole discretion any candidate based on space availability, insufficiency of experience or any other factors MD ANDERSON determines are relevant to the acceptance to the Program.
- E. The Program will be consistent with UNIMONTES's curriculum requirements.
- F. Students participating in this Program will not be employees of MD ANDERSON and have no claim against MD ANDERSON for any employment benefits including but not limited to wages, workers' compensation benefits, disability benefits, or health insurance. At no time will Students or UNIMONTES's personnel be considered or represent themselves as agents, either express or apparent, officers, servants, or employees of MD ANDERSON. Students of UNIMONTES will wear name tags identifying their status.

II. Mutual Responsibilities

Except for specific acts to be performed by the other party pursuant to the provisions of this Agreement, MD ANDERSON and UNIMONTES agree to furnish the premises, personnel, services, and all other items necessary for the Program as specified in this Agreement. In connection with such Program, MD ANDERSON and UNIMONTES will:

- A. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request.
- B. permit the authority responsible for accreditation of UNIMONTES's or MD ANDERSON's curriculum to inspect the facilities, services, and other items provided by MD ANDERSON or UNIMONTES for purposes of the Program.

III. MD ANDERSON Responsibilities

MD ANDERSON will:

- A. allow Students to gain experience at MD ANDERSON under the direct supervision and responsibility of MD ANDERSON's Cancer Systems Imaging Department.
- B. designate in writing an MD ANDERSON employee who will serve to implement, supervise, and coordinate the Program ("MD ANDERSON Liaison Person").
- C. allow Students, at their own expense, to utilize MD ANDERSON's dining facilities.
- D. provide input to UNIMONTES regarding a Student's performance for purposes of evaluation in a mutually agreeable schedule and format.
- E. provide an orientation for UNIMONTES's Students to inform them of MD ANDERSON's facilities, policies, procedures, rules, and regulations.

- F. arrange for emergency health care for a Student if needed while the Student is on-site at MD ANDERSON, provided however, that MD ANDERSON will not be responsible for costs, follow-up care, or hospitalization associated with such emergency care.
- G. have the right to immediately remove and/or require UNIMONTES to remove any Student from participation in the Program if either MD ANDERSON or UNIMONTES, in each party's sole discretion, determines that (1) the presence of the Student has a detrimental effect upon MD ANDERSON facilities, patients, or personnel; (2) Student is compromising MD ANDERSON's standards of care or performance, policies, or procedures; (3) if applicable, Student fails to maintain appropriate licensure as required by Texas law; and/or (4) Student becomes excluded or otherwise ineligible to participate in a federal health care program.

IV. UNIMONTES Responsibilities

UNIMONTES will:

- A. confer credit to Students who successfully attain the goals set for this Program as applicable.
- B. designate in writing a UNIMONTES employee who will serve to implement, supervise, and coordinate the Program ("UNIMONTES Liaison Person").
- C. ensure that Students selected for participation in the Program have satisfactorily completed all courses and/or training that are prerequisites for participation in the Program.
- D. if applicable, ensure that each Student has secured and maintains all documentation required for Student to enter and stay in the United States and to allow Student to participate in the Rotation.
- E. provide information regarding Students participating in the Program, as requested by MD ANDERSON, unless prohibited by federal or state law.
- F. meet or confer with MD ANDERSON's Liaison Person as often as necessary to provide for adequate communication and planning and/or to evaluate progress of Students.
- G. ensure that each Student:
 - 1. assumes responsibility for his/her own uniforms, transportation, parking, housing, meals, laundry needs, and health care in the performance of activities under this Program, when such things are not provided by MD ANDERSON;
 - 2. is informed of the need to comply with all MD ANDERSON rules, regulations, policies, and procedures;
 - 3. responds appropriately to directions from MD ANDERSON's staff;
 - 4. maintains the confidentiality of all information in MD ANDERSON records, including but not limited to patient records, research designs, and protocols. Each Student is prohibited from disclosing confidential material and/or publishing any writings that relate to the Student's experience at MD ANDERSON without prior written approval by MD ANDERSON; and
 - 5. as a condition of participation in the Program, can meet the health status requirements of MD ANDERSON's Department of Employee Health and Well-being by completion of

immunization requirements through Employee Health’s online immunization clearance vendor, which provides a secure platform that allows applicants to upload immunization records for review and determination of compliance. MD ANDERSON reserves the right to refuse enrollment with regard to, and/or to dismiss, any candidate or Student that does not meet the immunization clearance criteria in this Section IV.H.5.

V. Intellectual Property

A. Definitions.

1. “Intellectual Property” means the property of ideas and other mental creations, including, but not limited to, inventions, discoveries, innovations, works of authorship, information, and data that may be protectable by patents, trademarks, copyrights, or as trade secrets.
2. “Invention” means any invention or discovery that is or may be patentable or otherwise protected under United States Patent Law or the laws of another country. As used herein, Invention will not include patient information, data or samples generated, collected or gathered at MD ANDERSON, which shall be solely owned by MD ANDERSON.
3. “Made,” when used in conjunction with any Invention, means the conception or reduction to practice of such Invention by an inventor.
4. “Patent Application” means an application for patent protection for an Invention with any domestic or foreign patent-issuing authority.
5. “Subject Invention” means any Invention Made, in whole or in part, by Student (i) in the course of Student’s fellowship or training at MD ANDERSON and/or (ii) in the performance of this Agreement and/or (iii) with the support of State of Texas funds or using resources or facilities owned by The University of Texas System or any of its member institutions.

B. Confidentiality: If Student participates in research at MD ANDERSON, Student will keep confidential and will not disclose to any individual or entity, including UNIMONTES, any confidential information or proprietary information that Student obtains as a result of Student’s participation in the research, and Student may not use any confidential information or proprietary information that Student obtains in a manner that is adverse to or competes with MD ANDERSON, the principal investigator of such research, or any third party collaborator, supporter, or sponsor of such research. Student also may not publish any articles or make any presentations regarding such research without the prior written consent of the principal investigator, which consent will be in the sole and absolute discretion of the principal investigator.

C. Rights in Inventions. Student will report all Subject Inventions to MD ANDERSON’s Office of Technology Commercialization, and subject to Section V.D below, MD ANDERSON will promptly disclose to UNIMONTES in confidence the Subject Inventions. Subject to Section V.D below, Subject Inventions will be jointly owned by (1) the Board of Regents of The University of Texas System on behalf of MD ANDERSON, and (2) UNIMONTES. Subject to Section V.D below, with respect to each Subject Invention, MD ANDERSON and UNIMONTES will negotiate in good faith an interinstitutional agreement that will address the patenting and commercialization of the Subject Invention, which terms will take into account the relative contributions of each party in creating the Subject Invention.

D. Third Party Activities.

1. The parties acknowledge that Student may be involved in research or other activities at MD ANDERSON that are sponsored by and/or undertaken with or for third parties, including third party research collaborators and/or sponsors, such as other academic institutions, other government agencies, and commercial organizations (“Third Party Activities”) and that the agreements evidencing such Third Party Activities may impose confidentiality obligations upon MD ANDERSON with respect to such activities and grant certain rights to the third parties with respect to any Intellectual Property arising from such Third Party Activities. Consequently, notwithstanding the provisions of Section V.C above, the rights granted UNIMONTES under Section V.C above are subject and subordinate to, and will be null and void to the extent that they conflict with, (i) any confidentiality obligations of MD ANDERSON with respect to Third Party Activities, (ii) the terms and provisions of any agreement between MD ANDERSON and a third party concerning Third Party Activities, and (iii) the intellectual property rights of any third party with respect to any Inventions or other Intellectual Property arising from the Third Party Activities (e.g., if the third party has the right to own an Invention arising from the Third Party Activities, then UNIMONTES will not have an ownership interest in such Invention as provided in Section V.C above, or if the third party has the right to license an Invention arising from the Third Party Activities, then UNIMONTES’s ownership interest in such Invention as provided in Section V.C above will be subject to, and will be null and void to the extent it conflicts with, the license rights granted to the third party). Moreover, as to any Third Party Activities in which Student participates, Student will abide by and comply with the terms and provisions of the agreement evidencing the Third Party Activities and, in particular, Student may not use or disclose (even to UNIMONTES) any confidential information, Inventions, or Intellectual Property learned in the Third Party Activities to the extent such use or disclosure is prohibited or restricted by the agreement evidencing the Third Party Activities.
2. If UNIMONTES’s rights under Section V.C above do not apply because of Third Party Activities, then, to the extent that MD ANDERSON has the right to receive and does receive any royalties or other remuneration (excluding cost reimbursements and fees for services) with respect to an Invention arising from the Third Party Activities, MD ANDERSON and UNIMONTES will share in the royalties or other remuneration actually received by MD ANDERSON for such Invention (after MD ANDERSON recoups any unreimbursed patent expenses) based upon the percentage contribution by Student in the creation of the Invention. MD ANDERSON will have no obligation to make any payments of any kind to Student, nor will MD ANDERSON be obligated to undertake any collection effort with respect to any amounts that may be owed to it.

VI. General Provisions

- A. Term. This Agreement will be effective for a term of five (5) years commencing on September 1, 2025, the Effective Date, and expiring on August 31, 2030.
- B. Termination of Program Agreement. This Agreement may be terminated by either party with thirty (30) days’ prior written notice to the other party, provided that any Student currently participating in the Program at the time of notice be permitted to complete his/her respective course of study under the Program.

- C. Nondiscrimination. The Program and all related activities will be conducted in a manner that does not discriminate against any person with regard to race, color, religion, age, national origin, sex, sexual orientation, gender identity/expression, disability, veteran status, genetic information, or any other basis protected by institutional policy or by federal, state, or local laws, unless such distinction is required by law.
- D. Notices. All notices under this Agreement will be in writing and will be sent, postage prepaid, by certified mail, return receipt requested, by overnight delivery service or by electronic mail to the authorized representative of the party to be notified. The notice will be effective on the date of receipt.
- E. Exclusion from a Federal Health Care Program. UNIMONTES represents that UNIMONTES and its employees, agents, and affiliates are not excluded from a federal or state health care program, as defined in 42 U.S.C. § 1320a - 7b(t), or listed in the U.S. System for Award Management’s (“SAM”) List of Parties Excluded From Federal Procurement or Non Procurement Programs, or the United States Office of Inspector General’s List of Excluded Individuals/Entities (“LEIE”). Furthermore, UNIMONTES represents that no adverse action by the federal or state government that will or may result in exclusion from a federal or state health care program has occurred or is pending or threatened against UNIMONTES, its affiliates, or to the best of its knowledge, against any of its employees or agents engaged in the performance of this Agreement. UNIMONTES agrees that it shall use its reasonable best efforts not to perform any act that shall cause UNIMONTES to be excluded from a federal or state health care program during the term of this Agreement. In the event UNIMONTES, any of its affiliates, or any UNIMONTES employee, Student, faculty member or agent hereunder becomes excluded from a federal or state health care program, UNIMONTES shall use its reasonable best efforts to notify MD ANDERSON within five (5) business days following UNIMONTES’s determination or receipt of notification of such exclusion. If an employee, Student, faculty member or agent of UNIMONTES performing under this Agreement is excluded from a federal or state health care program, UNIMONTES must immediately remove such employee or agent from performing under this Agreement.
- F. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”) (20 U.S.C. §1232g; 34 CFR Part 99), UNIMONTES hereby designates MD ANDERSON as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by MD ANDERSON to carry out the Program. MD ANDERSON agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
- G. Use of Name. Except as otherwise required by law or regulation, neither party will use, release, or distribute any materials or information containing the name or logo of the other party or any of its employees without the prior written approval of an authorized representative of the non-releasing party, such approval not to be unreasonably withheld.
- H. Assignment. This Agreement may not be assigned by either party without the prior written approval of the non-assigning party.
- I. Performance. A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party will not constitute default hereunder or give rise to any claim for damages.
- J. Captions. The captions preceding each section of this Agreement are solely for the convenience of the parties and will not be used in the construction of this Agreement.

- K. Applicable Law. The validity, interpretation, performance, and enforcement of this Agreement will be governed by the laws of the State of Texas without reference to its conflicts of law provisions.
- L. FORCE MAJEURE: In the event the premises are rendered unsuitable for the conduct of the Rotation's activities by reason of Force Majeure, MD ANDERSON reserves the right to suspend the Program and to immediately remove Students from participation in the Program with reasonable written notice to UNIMONTES following such casualty. Force Majeure shall mean fire, earthquake, flood, pandemic, epidemic, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of either party.
- M. Entire Agreement/Amendment. This Agreement constitutes the entire understanding between the parties with respect to the identified subject matter, and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this agreement. No amendment this Agreement will be effective unless reduced to writing and signed by an authorized representative of each party.
- N. Representative's authority to contract. By signing this Agreement, the representative of UNIMONTES thereby represents that such person is duly authorized by UNIMONTES to execute this Agreement on behalf of UNIMONTES and UNIMONTES agrees to be bound by the provisions thereof.
- O. MD Anderson requires that this Agreement be drafted in English. Notwithstanding the foregoing, the parties acknowledge and agree that a non-binding Portuguese version of this Agreement may be available in UNIMONTES' records.

This Agreement is executed by an authorized representative of MD ANDERSON and UNIMONTES in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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**UNIVERSIDADE ESTADUAL
DE MONTES CLAROS, UNIMONTES:**

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Prof. Wagner de Paulo Santiago
Dean of UNIMONTES


Date: _____

UNIMONTES READ AND UNDERSTOOD:

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 CRISTINA ANDRADE SAMPAIO
Data: 25/08/2025 14:23:26-0300
Verifique em <https://validar.iti.gov.br>
By: _____
Prof. Cristina Andrade Sampaio
Coordenadora do Programa de Pós-graduação
em Ciências da Saúde


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 ALFREDO MAURICIO BATISTA DE PAULA
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Verifique em <https://validar.iti.gov.br>
By: _____
Prof. Alfredo Maurício Batista de Paula
Laboratory of Experimental Imaginology in vivo
and ex vivo (LIEIV)


**THE UNIVERSITY OF TEXAS
M. D. ANDERSON CANCER CENTER:**

Signed by:

By: _____
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Diane C. Bodurka, MD, MPH
Chief Education & Training Officer
Designated Institutional Official for ACGME

Date: 9/12/2025
Date: _____

MD ANDERSON READ AND UNDERSTOOD:

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By: _____
521F9D62B6F3491... 9/11/2025
H. Charles Manning, PhD
Professor, Department of Nuclear Medicine

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By: _____
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Marshall Hicks, MD
Head, Division of Diagnostic Imaging
Chair ad interim, Department of Nuclear Medicine

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Legal Services for MD Anderson Signature: 
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