

AGREEMENT

Signed on the 21st October 2010

Between: The "International Society of Paediatric Oncology (SIOP)"
Switzerland
Raiffeisenstraat 9
5611 CH Eindhoven
The Netherlands

(hereafter: "SIOP")

And

Between: Kenes Associations Worldwide

Kenes International Organisers of Congresses SA
1-3 Rue de Chantepoulet, PO Box 1726, CH-1211 Geneva 1, Switzerland

(hereafter: "Kenes")

THE PARTIES AGREE AS FOLLOWS:

Whereas:

- A** Kenes has the necessary knowledge, experience and capability to execute all the organizational, administrative and financial matters of the SIOP Administrative Office (hereunder the "SAO") coordinated by its department Kenes Associations Worldwide.
- B** SIOP wishes to entrust Kenes with the operational management of the SAO and Kenes is willing to be entrusted with the operational management of the SAO on the terms hereinafter appearing.
- C** SIOP and Kenes are willing the Agreement to take effect from 1 January 2011 after a transition period starting from 1 October 2010 for an initial period of four years.

1 OPERATION OF THE SIOP ADMINISTRATIVE OFFICE

1.1 General

Kenes is entrusted with the operation of the SAO as described in Appendix 1 of this agreement which constitutes the scope of tasks and services for SIOP.

All Kenes activities will be in full co-ordination with and under the supervision of SIOP. Without prejudice to the aforesaid, Kenes will be in charge of all operational aspects of SAO and of management and execution of SIOP activities.

1.2 SAO

Kenes will operate the SAO from its offices 1-3 rue de Chantepoulet, 1211 Geneva, Switzerland and will appoint an Association management team composed of Executive, Assistant Account Manager, Membership Coordinator, Fundraising consultant and Financial Manager to handle the scope of services defined in **Appendix 1**. SIOP reserves the right to request a change of any member of the SAO management team any time it deems necessary. The change will be made latest within 60 days as from such request.

1.3 Various

- 1.3.1** Kenes shall during the term of this Agreement perform the Association management services as set out in Appendix 1 in a competent and professional manner and with all reasonable skill and care.

Kenes shall apply such time, attention, resources, trained personnel and skill as may be necessary for the due and proper performance of the Association management services (on condition that activities remain at a similar level during the period of the contract; should additional human resources be required, this would be subject to an additional agreement by both parties).

- 1.3.2** Either party may from time to time during the duration of this Agreement propose a variation to the Association management services. Any variation proposed will be subject to both parties agreeing in writing to be signed by both parties.

- 1.3.3** Kenes may act without instructions from SIOP or its Authorised Representatives in the course of its day-to-day activities.

- 1.3.4** However, Kenes shall comply, and act in accordance with all specific instructions given to it by SIOP or its Authorised Representatives provided that such instructions do not contravene any restrictions imposed by law or public policy.

- 1.3.5** Notwithstanding clause 1.3.4, Kenes may act without instructions from SIOP or its Authorised Representatives in the event of an emergency where it is not possible to obtain instructions from SIOP or its Authorised Representatives and provided only that Kenes acts in the presumed interests of SIOP. Kenes undertakes to inform and where appropriate request approval from SIOP or its Authorised Representatives immediately that it has acted without its or its Authorised Representatives' instructions.

- 1.3.6** Kenes undertakes to keep SIOP fully informed as to the performance of the association management services by means of regular updates if asked in writing by SIOP. SIOP may require Kenes at reasonable notice to provide further updates or details of the provision of the association management services.

2 PROPERTIES

- 2.1** The SIOP members list, donor/sponsor lists and mailing lists generated on behalf of SIOP, the SIOP logo are the property of SIOP. Kenes will make no use of these lists and/or of the logo for purposes other than SIOP business without prior written approval signed by SIOP.

- 2.2** The SIOP website including all online presentations and web domains are properties of SIOP. The same applies for the content of the abstract management online solution (the abstract management online solution is the property of Kenes) and any related webpage (cf.3.6.2).

The records provided by, derived from or created for SIOP are considered SIOP's property unless agreed otherwise in writing and signed by both parties. Minutes, call notes and appropriate financial information, will be treated as SIOP's property both internally and externally.

3. KENES SERVICES AND REMUNERATION (please see Appendix 1)

- 3.1 Management Fee Service Level 1:** Kenes will be entitled to an annual management fee of Euros 85,000. Services are described in Appendix 1. The management fee includes reasonable communication costs and office material. The fee will include coordination of awards, with awardees nominated by the Scientific Committee. The SAO will ensure correspondence, reimbursements and invoicing.

- 3.2 Membership Service Fee:** For performing tasks involving SIOP membership services, described in Appendix 1, Kenes will be entitled to 6% of membership revenues. All Membership revenue will be based on SIOP's audited accounts of the previous year. These payments will occur on the 3rd Monday of December each year and will be based on the membership number on the 3rd Monday of November of the same year.

- 3.3 Financial Management Fee:** a financial management service will be provided for an annual fee of Euros 9,000. Kenes will assist SIOP to register for Swiss VAT and will prepare the required reports on behalf of SIOP. Any external VAT consultation will be charged at cost, based on a SIOP pre-approved estimate.

- 3.4 Fundraising Fee:** Kenes will receive an annual fundraising service fee of Euros 5,000 for preparation of solicitations, coordination of meetings with donors, and support in developing a fundraising plan. In addition, Kenes will receive a commission of 20% for sponsorship & funding raised for non-congress SIOP activities.
- 3.5 Website:** for maintenance of SIOP's website and production of two newsletters, as described in Appendix 1, Kenes will receive an annual fee of Euros 5,300. Any additional website development work will be subject to a separate agreement and will be invoiced separately. A onetime fee of Euros 1,100 will be charged for server space & newsletter template. Kenes will receive Euros 700 for the online Nominations and Election process.
- 3.6 Annual Meeting Support:** Kenes will receive Euros 3,000 for support to the local conference committee in budgeting annual meetings in a consistent manner allowing for the comparison of revenues and expenses each year, as well as assistance with the bidding process, and guidance on contracts for annual meetings. Kenes will also help bidding LOCs to prepare their budgets prior to city selection according to an agreed template.
- 3.6.1** For abstract handling, inclusive of scientific coordination (including invitation of speakers/chairs, and the entire process of handling of abstracts up to their publication) – Kenes will receive Euros 19,000 for a total of up to 1200 abstracts per congress and a per abstract fee of Euros 15 for each additional abstract.
- 3.6.2** SIOP will ensure that the development of the congress websites will include the requirement of a prominent link to the abstract management online solution that will be hosted in a separate secure webpage and developed by Kenes. This will ensure that the abstract management online solution will be linked to the SIOP congress websites at each congress. SIOP will ensure that Kenes is involved at an early stage in the website design for each congress. The costs for and the fees of the abstract management online solutions are included in the above fees.
- 3.6.3** There will be no fee for the coordination of the Educational Book which entails correspondence with the authors, key note speakers and state of the art speakers (15-20 articles). However, any editing and formatting required is not included. Staff time to accomplish this activity will be re-evaluated at end of year.
- 37 Invoices:** The above Fees will be invoiced 50% in June and 50% in November payable within 30 days. Any commission fees for the credit card transactions related to collection of membership dues will be covered by SIOP. Kenes reserves the right to increase the fees annually on the basis of the Swiss Consumer Price Index (Index December 2005=100 points).
- 38** This Agreement is restricted to services described in the agreed List of Services (Appendix 1). Should SIOP activities increase requiring additional services and manpower, these additional services will be subject to additional fees and an addendum to the present Agreement will be agreed and signed by both parties. Staff time to carry out activities specified in this contract will be assessed on an annual basis.
- 39** Kenes will charge SIOP all reasonable "out of pocket actual expenses" (related to the SAO operations and reasonable additional in-house services if not paid from the SIOP independent account such as travelling of Kenes staff on SIOP's behalf (travel costs, overnight, meals and other sundry costs), SIOP meetings (venues, food & beverages) etc. at cost. Air travel shall normally be in economy class. There will be no mark up in the out of pocket expenses incurred by Kenes. Kenes will charge SIOP all out of pocket expenses on actual basis. All expenses require the pre-approval by SIOP and should be subject to a pre-defined budget. Kenes will prepare expense reports and re-invoice SIOP on a quarterly basis.
- 3.10 Commissions from 3rd parties:** Kenes will pass the benefit of all commissions received by them from all third parties for providing any of the services listed in the agreement with SIOP.
- 3.11** All fees will be subject to Swiss VAT, applicable at the current rate.
- 3.12 Transition:** the transition period will start from October 2010 and end in December 2010. As a part of the transition process the Executive Manager will visit the current administrative office to establish a detailed handover plan with accountabilities. The Executive Manager will also attend the SIOP annual meeting in 2010 in Boston to become familiar with the proceedings. The cost for the transition period in consideration of the activities and the time required for completing the transition successfully will be Euros 10,000 (plus Swiss VAT) excluding the travel and accommodation costs of the Executive Manager

for travel described above. This fee will be payable latest by December 23, 2010. In addition, any pre-approved out of pocket expenses will be reimbursed.

A transition activity plan with accountabilities will be prepared after the first visit to the current secretariat by the Kenes Executive Manager.

3.13 Kenes shall render under this Agreement all services detailed and contained in Appendix 1. The annual fixed / variable fees as per below chart therefore cover all the services contained in Appendix 1 and marked as being included in the Annual Fees.

3.14 Any fees not included in the Annual Fees (cf. Appendix 1) and not agreed otherwise in this Agreement require the prior written approval by SIOP based on a fee estimate (including Kenes' fees and, if applicable, third party advisory fees).

The hourly rates of Kenes staff for services not included in the Annual Fees and not agreed otherwise in this Agreement are the following:

Senior Executive Manager	EUR 70 / hour
Executive Manager	EUR 60/ hour
Assistant	EUR 45/ hour

3.15 Financial Recapitulation

Service Level 1		Annual: Years 1-4 Fixed Fees Euros	Annual : Years 1-4 Variable Fees Euros
Basic administrative Package includes: 2 FTE - 70% Executive Mgr - 70% Assistant - 60% Membership database Year 1 only: 30% support from Kenes Associations Worldwide Executive Director to help with set up	Annual fees	€85,000.00	none
Membership Management	6% of membership revenue*		variable Estimate €9,900.00
Financial Management	Annual fees	€9,000.00	
Kenes KAW Executive Director (30%)	Gratis Year 1	-	
Service Level 2: Tools & Resources			
- 2 Newsletters & Website maintenance	Annual Fees	€5,300.00	
- Strategic Planning session	Gratis Year 1		
- **Set up of Scholarship Management Application Platform (valued at €6,000)	Gratis		
Service Level 3: Fundraising			
- Fundraising consultancy	Annual Fee	€5,000.00	
	20% of all funds raised		Variable (inclusive of VAT)
Service Level 4 : Annual Meeting Support			
- Professional Annual Meeting Support	Annual fees	€3,000.00	
- Nominations and Elections	Annual fees	€700.00	
- Abstract Handling	Total up to 1200 For each additional abstract	€19,000.00	Variable €15 (per additional abstract)
SUB TOTAL		€127,000.00	€9,900.00
VAT 8% (as of 1 January 2011) TOTAL		€ 10,160.00	Approx. €792.00
Yr 1: One time fee: Server space & newsletter template Yr. 1: one time transition fee		€ 137,160.00 €1,100.00 plus Swiss VAT € 10,000.00 plus Swiss VAT	Approx. €10,692.00 & Fundraising commission

* Annual SIOP Membership revenue calculated according to audited accounts of previous year (estimated at € 165'000.00)

**Kenes Associations Worldwide will "sponsor" this amount in support of the SIOP scholarship

4. SIGNATURE AUTHORITIES AND POWERS FOR SIOP

Kenes shall have the right to sign, on behalf of SIOP, contracts with service sub-providers to fulfill tasks specified in Appendix 1 such as contracts related to logistics for meetings (e.g. hotels, restaurants, webcasts, legal counseling, accounting service and similar). Conditions and pricing of these contracts require prior written approval by the SIOP (in particular letter signed, fax signed or email).

SIOP funds are currently deposited in a Dutch bank account from where all SIOP's expenses are paid according to the Society's policies.

SIOP will look into the possibility of opening an independent Swiss Bank Account from which all transactions would be paid in future. Signature powers for the Swiss SIOP bank account would be exclusively restricted to SIOP Officers who are the authorized signatories. Kenes employees would not have payment authorization rights though they would be able to access SIOP accounts to prepare payments to be authorized by SIOP signatories. Kenes will manage a petty cash on behalf of SIOP to enable small payments authorised in advance by the Treasurer. Kenes will provide monthly statements on the status of petty cash.

5. Insurance

Each party agrees to carry adequate personal, property, casualty and liability insurance protecting itself against any claims arising from any activities conducted by either party. Kenes will assist SIOP with this matter.

6 DURATION AND TERMINATION

6.1 Fixed term agreement

The Agreement will take effect from 1 January 2011 for a period of 4 years and will end on 31 December 2014, except for obligations of the parties under clause 3.12, which take effect from 1 October 2010 and will end on 31 December 2010.

The agreement will be automatically extended for additional periods of 4 years, unless either party has notified the other party in accordance with Section 8.1 below, one year prior to the expiration of the current term of its unwillingness to extend the contract. In such a case the contract will expire in its due date without extension.

The parties agree that the duration of the Agreement is of the essence and the parties accordingly waive the right to terminate the Agreement at any time.

6.2 Extraordinary termination

Each party shall have the right to terminate this Agreement, with 12 months prior written notice served to the other party in accordance with Section 8.1 below, if the other party is convicted of an indictable offence, provided that such conviction would at the time have a material adverse effect on this party. SIOP shall have the right to terminate this Agreement, with 12 months prior written notice served to the other party in accordance with Section 8.1 below, if Kenes is unable to contractually fulfill its obligations under this agreement.

Each party shall have the right to terminate this Agreement with immediate effect by serving written notice to the other party in accordance with Section 8.1 below, if the other party becomes bankrupt, insolvent, or makes an assignment or arrangement for the benefit of creditors.

In the event of termination, all direct costs incurred to date will be due as well as a prorated portion of fees as determinate by the payment schedule as outlined above.

7. PROHIBITION OF COMPETITION

SIOP agrees not to hire any current or past Kenes personnel on an individual, direct or indirect basis during the period of this Agreement and for a period of three years after the Agreement termination.

8. MISCELANEOUS

8.1 Notices

Notices in connection with this Agreement shall be sent by registered mail or by fax at the addresses shown in the introduction of this Agreement or at any other address subsequently notified by registered mail or by fax by one Party to the other, to the attention of the following persons:

SIOP: Any 2 of the Board members of SIOP.

KENES: Current Executive Director and Managing Director, Kenes.

Notice in accordance with the present section should be served to the other party should any of these contact details be amended.

8.2 Confidentiality

Any information which shall have been communicated by either party to the other in confidence, or which by its nature ought to be regarded as confidential, shall be treated as confidential by each of the parties and shall not be used for any purpose outside the scope of this Agreement. The obligations of confidentiality hereunder shall continue after termination of this Agreement.

Data such as credit card information is strictly confidential under all circumstances.

8.3 Reversibility

At the end of the Agreement, or at any time during the Agreement upon request by SIOP, Kenes will ensure that all documents, data bases, membership lists, materials pertinent to prospective donors or sponsorship, reports, consultations, mailing lists, electronic distribution lists and related updates, brochures, publishing advertisements and notices, accounting records, logos, on line presentations, and all the other documents and/or information related to this Agreement, will be returned to SIOP in an efficient and timely manner and shall make no future use of such documents. It is understood that all the here above mentioned documents and information are the sole property of SIOP.

8.4 Severability

The provisions of the Agreement are severable and the invalidity of any one provision shall in no event affect the validity of any other provision whatsoever, unless such provision is of such nature that the Agreement would not have been concluded without the said provision. In case any provisions of the Agreement are declared invalid or unenforceable by a competent authority, the parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitution for such invalid or unenforceable provision in light of the intent of the Agreement.

8.5 Amendment

Any amendments to this Agreement must be made in writing and requires the signature of both parties.

8.6 Counterparts

This Agreement may be executed in one or several counterparts, all of which together shall constitute one and the same agreement.

9. GOVERNING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with Swiss law. Any disputes arising out of or in connection with this Agreement, including disputes regarding its valid and binding effect, its amendment or termination, shall be resolved, to the exclusion of the ordinary courts, by an arbitral tribunal in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules, whose decision will be final and binding. The seat of the tribunal shall be Geneva. The arbitral proceedings shall be conducted in English. There shall be one arbitrator.

Geneva, July 31, 2013

ADDENDUM

To the Association Management Agreement between the **International Society of Paediatric Oncology, Geneva (SIOP)**, and **Kenes International Organizers of Congresses SA, Geneva (KAW)** signed on October 21, 2010

1. Advocacy Consultancy Services

Both parties hereby agree to increase the scope of services included within the Association Management Agreement dated October 21, 2010 with the inclusion of Advocacy Consultancy Services to be provided by KAW as per the attached Appendix.

2. Duration of services / termination of agreement

2.2 This Addendum will take effect retroactively as of July 1, 2013.

2.3 Subject to a minimum period of six months ending to December 31, 2013 this agreement may be terminated by either party in writing with a three months notice period (i.e. earliest termination is set at December 31, 2013 if notice given before September 30, 2013).

3: KAW Remuneration / financial

3.1 KAW will receive a pro rata temporis semi-annual fee of €15,000 (plus Swiss VAT if applicable).

3.2 Expenses incurred by KAW must be approved in advance by SIOP and shall generally include travel, accommodation, meal costs etc. and will be re-charged to SIOP without mark-up.

3.3 KAW will invoice its fees with a detail of charges on a monthly basis through January 2014, then every 6 months co-currently with the invoicing under Article 37 the Association Management Agreement dated October 21, 2010.

On behalf of SIOP

Signed on:

Gabriele Calaminus, President,

On behalf of KAWs

Signed on:

Dan Rivlin, Managing Director, Kenes Group

Isabel Mortara, Executive Director, KAW

Geneva, July 31, 2013

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