

**COLLABORATION AGREEMENT BETWEEN
American Society for Clinical Pathology AND Società Italiana di Patologia**

This Collaboration Agreement (“Agreement”) is entered into effective November 1, 2019 (“Effective Date”), by and between the American Society for Clinical Pathology (“ASCP”), an Illinois not-for-profit corporation located at 33 W. Monroe, Suite 1600, Chicago, Illinois, and the Società Italiana di Patologia (SIPMET), a not-for-profit corporation, located in Italy (each individually referred to as “Party” and collectively as “Parties”).

Section 1. Purpose.

It is the intent of ASCP and SIPMET to collaborate on certain mutually beneficial activities to raise awareness of the crucial role the medical laboratory plays in patient care, as detailed in Exhibit A, which is attached and incorporated by reference.

Section 2. Term.

The term of this Agreement shall commence on the Effective Date and shall continue until June 30, 2020 (“Initial Term”). At the end of the Initial Term, this Agreement will automatically extend for one-year terms unless either Party notifies the other Party in writing, no later than thirty (30) days prior to the renewal date, of the Party’s intent not to renew. In addition, either Party may terminate this Agreement at any time upon thirty (30) days’ written notice to the other Party.

Section 3. Collaboration Activities.

The areas in which the Parties will collaborate are set forth in Exhibit A (hereinafter, “Collaboration Activities”). The purpose of this Agreement is to establish the Parties’ obligations with respect to the Collaboration Activities.

Section 4. Expenses and Revenue Sharing.

Unless agreed otherwise in writing, ASCP and SIPMET shall each pay their own expenses associated with the Collaboration Activities.

Section 5. Relationship of the Parties.

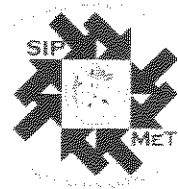
ASCP and SIPMET are independent entities and wish to retain their independence. Nothing contemplated in this Agreement shall change that fact. References to “collaboration” in this Agreement are not intended to imply any specific legal relationship, including but not limited to a partnership or joint venture. The relationship between the Parties is that of independent contractors. Neither Party has authority to bind the other Party. The Parties may engage in additional Collaboration Activities, provided that neither Party shall have any obligation to conduct any such additional activities unless it agrees to do so in writing.

Section 6. Publicity.

ASCP and SIPMET shall work closely with each other in announcing the existence of any details concerning this Agreement and the Collaboration Activities. Each Party shall consult with and obtain the approval of the



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other Party before issuing any press release or other public announcement regarding this Agreement or the Collaboration Activities. Except as mutually agreed by the Parties in writing, the Parties' efforts in furtherance of the Collaboration Activities shall remain confidential.

Section 7. Intellectual Property.

Subject to the limited rights expressly granted under this Agreement, each Party reserves all rights, title, and interest in and to its own intellectual property. Neither Party grants rights under this Agreement to the other Party other than as expressly set forth in this Agreement. All intellectual property owned exclusively by either Party as of the Effective Date or after the Effective Date shall remain the sole property of that Party unless otherwise agreed in writing. Each Party agrees to return any and all tangible subject matter in its possession that is owned by the other Party upon termination of this Agreement and to retain no copies. Neither Party shall use the other Party's name or trademarks without advance written permission of the other Party.

Section 8. Confidentiality

The Parties acknowledge that all information and data furnished or produced by a Party to another Party during the course and term of this Agreement shall be deemed to be the property of the disclosing Party and that no part of such information shall be used by the receiving Party for any purpose other than in accordance with this Agreement, without the prior written approval of the disclosing Party. This provision will survive the expiration or termination of this Agreement. Upon request, all such information shall be returned by the receiving Party to the disclosing Party, except to the extent necessary for record retention purposes and consistent with the requirements to protect such information contained in this agreement which shall be continuing after termination of the agreement.

As used in this Agreement, "Confidential Information" means all information (whether or not reduced to writing) of the disclosing Party that is disclosed to the receiving Party or otherwise obtained by such receiving Party pursuant to the activities contemplated by this Agreement that a reasonable person would recognize as being of a confidential nature. "Confidential Information" does not include information that lawfully is or has become generally or publicly known outside of the disclosing Party other than through the receiving Party's breach of this Agreement or breach by another third party of a similar obligation or that may be independently developed by or on behalf of the Receiving Party without using the Confidential Information.

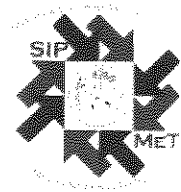
Except as required by law or as authorized in advance by the disclosing Party, the receiving Party shall not, directly or indirectly, use, disclose or take any action which may result in the use or disclosure of any Confidential Information of the disclosing Party, except as such use or disclosure may be required in connection with the receiving Party's performance of its obligations or exercise of its rights under this Agreement. The receiving Party shall take reasonable precautions to safeguard the confidentiality of the disclosing Party's Confidential Information including, at a minimum, those precautions taken by such Party to protect its own Confidential Information of a like nature.

Section 9. Indemnification.

Each Party shall defend, indemnify, and hold harmless the other Party, and its officers, directors, employees, members and agents from and against any and all liability or loss (including reasonable attorneys' fees and legal costs) sustained in connection with, and against all claims or actions based upon or arising out of, (i) any willful



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or grossly negligent acts or omissions of the indemnifying Party, or its representatives or agents, (ii) any willful or grossly negligent violation by the indemnifying Party of any law, statute, code or ordinance, or (iii) any misrepresentation or breach of any representation, warranty, covenant, or agreement by the indemnifying Party.

Section 10. Notices.

All notices shall be in writing and shall be deemed given if delivered personally, by prepaid registered or certified mail (return receipt requested), or by express mail, overnight delivery, addressed as follows:

(a) If to ASCP, to:

Dan Milner
American Society for Clinical Pathology
33 W. Monroe
Suite 1600
Chicago, IL 60603
Email: dan.milner@ascp.org

If to SIPMET, Inc to:

Prof. Massimiliano M. Corsi Romanelli MD PhD
Università degli Studi di Milano
Via Luigi Mangiagalli 31
I-20133 Milano, Italia
Email: mmcorsi@unimi.it

It shall be the responsibility of each Party to notify the other Party in writing if the Party wishes to designate a different person to receive notices under this Agreement.

Section 11. Miscellaneous

This Agreement reflects the entire understandings, commitments, rights, and obligations of the Parties with respect to the subject matter of the Agreement. This Agreement may not be amended except by a writing signed on behalf of each Party.

This Agreement shall be interpreted under the laws of the State of Illinois.

This Agreement may be signed in counterparts.

If any provision of this Agreement is invalid, illegal, or incapable of being enforced, all other provisions of this Agreement will nevertheless remain in full force and effect.

Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial

Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Section 12. Affirmation

The Parties acknowledge and affirm that this Agreement is being signed by their authorized representatives.

E. Blair Holladay, PhD., SCT(ASCP)^{CM}
CEO, American Society for Clinical Pathology

Date:

Signature:

24-10-2019

Prof. Massimiliano M. Corsi Romanelli MD PhD
Società Italiana di Patologia

Date:

Signature:

24-10-2019

EXHIBIT A

Contributions from Parties

a. ASCP & SIPMET will collaborate in the following ways:

i. SIPMET:

1. will encourage all current members of their society to join ASCP as fellows, members, or affiliates (as appropriate)
2. will encourage their membership to submit education session proposals and abstracts (for review) to ASCP for the ASCP Annual Meeting and encourage members to attend the meeting (both presenters and non-presenters).
3. will encourage their membership to submit articles to *AJCP* (for peer review) on timely topics, active research, reviews, etc. in accordance with the policies and style of the Journal.
4. will select a representative to work directly with the editorial staff of *AJCP* with regard to submission and development of content, which may include development of SIPMET specific, ongoing content for inclusion in the Journal, per the policies and procedures of *AJCP*

ii. ASCP:

1. will encourage members to submit education session proposals and abstracts (for review) to any SIPMET meetings and encourage ASCP members to attend the meeting (both presenters and non-presenters).
2. will support SIPMET in the organization and development of content and provision of speakers for SIPMET-sponsored and/or organized meetings within Italy and Europe
 - a. Specifically, the 2022 Portonovo, Ancona meeting should include content from ASCP
3. will, in accordance with the policies and procedures of *AJCP*, promote *AJCP* as the official journal of SIPMET