

VISITING RESEARCHER/SCHOLAR AGREEMENT

THIS VISITING RESEARCHER/SCHOLAR AGREEMENT ("Agreement") is made and effective as of the date of last signature below ("Effective Date") by and between **THE UNIVERSITY OF LOUISVILLE** ("UofL") located at 2301 South 3rd Street, Louisville, Kentucky 40292, the **FACULTY SPONSOR** (as defined in the signature line to this Agreement, "Faculty Sponsor") who is not a contractual party to this Agreement, and the **VISITING SCHOLAR** (as defined in the VISITING SCHOLAR (Contractual Party) section of the signature line "Visiting Scholar").

In consideration of being permitted to conduct scholarship and/or research at UofL and to use its Facilities (as defined in Attachment B) and resources, Visiting Scholar hereby agree as follows

1. Visiting Scholar may visit UofL and gain access to certain UofL Facilities as defined in Attachment B and resources in order to engage in scholarship, research, consultation, or to observe the like, under the supervision and sponsorship of the Faculty Sponsor, a full-time member of the UofL faculty. It is the belief of the Faculty Sponsor, UofL and Visiting Scholar that such an association or visit shall be beneficial to the parties.

2. Visiting Scholar shall provide:

a. Scholarship/research for the project entitled:

_____,
(description of research project or project title)

where Visiting Scholar will

(description of services Visiting Scholar will perform)

(collectively the "Project" or "Research").

b. If for any reason, Visiting Scholar is unable to continue to participate on the Project for any reason, Visiting Scholar and/or Employer, if applicable, and UofL will attempt to name an acceptable replacement. If such an individual cannot be made available, this Agreement shall be terminated. Likewise, a parallel process will be employed if the Project's sponsor ("Sponsor") is unable to continue work on the Project, requests a change in personnel, or otherwise terminates its sponsorship of the Project.

c. The Project will be conducted beginning on or about the Effective Date and ending on

_____ (the "Termination Date") and will be subject to renewal only by mutual written agreement of the parties.

3. Intellectual property rights are determined as outlined in the "Assignment to the UofL Research Foundation ("ULRF") of Intellectual Property" attached and incorporated hereto as Attachment A.

4. Unless expressly prohibited by law, regulation, or sponsor agreement, UofL reserves the right to first publish and disclose the results of the Project conducted at UofL. However, if a UofL does not submit for publication the results of the Project within twelve (12) months after conclusion, abandonment or termination of the Project, or if UofL confirms there will be no Project publication, the Visiting Scholar may publish the Project results subject to UofL's rights as set forth herein. Prior to publication, each party agrees to submit copies of any manuscript proposed for publication to the other party (and funding sponsors, when required) at least forty-five (45) days in advance on the presentation or manuscript submission date. If a party does not request the other party to delay presentation/publication within forty-five (45) days after receipt of the manuscript so that patent applications may be filed or Confidential Information (defined below) may be removed, the party wishing to publish may proceed with publication/presentation. In the event of a request to delay publication/presentation, the party wishing to publish will not publish or otherwise disclose to any third party any of the information contained in the manuscript until such time as patent application has been filed, the Confidential Information is removed, or the expiration of one-hundred eighty (180) days after the date of submission of the manuscript to the other party, whichever occurs first. Faculty Sponsor and Visiting Scholar will acknowledge the contributions of the other in any resulting publication, following accepted publication and authorship guidelines such as those outlined by the International Committee of Medical Journal Editor.
5. In addition, the following terms apply:
 - a. If applicable, Visiting Scholar agrees to the provisions of the Agreement for Use of Laboratory Facilities and Equipment for Non-Students or Employees of Other Institutions (Attachment B).
 - b. Visiting Scholar agrees to maintain accurate and complete laboratory notebooks and/or other written documentation (collectively "Documentation") that is appropriate for the Project and minimally equivalent to what is expected of a UofL faculty member conducting a similar or equivalent project at UofL. Visiting Scholar shall, prior to the commencement of this Project, provide to Faculty Sponsor for approval a plan for creating and maintaining the Documentation. UofL has the right to inspect that such Documentation is being created and maintained in accordance with that plan. At the termination of this Agreement, Visiting Scholar shall submit the original copy of all and any such Documentation including any reports and/or any other outstanding items to the Faculty Sponsor or designee. Visiting Scholar may retain a copy for their files, but Visiting Scholar may not disclose that copy to any other person, except as in accordance with this Agreement.
 - c. The appointment and approval of the Visiting Scholar to provide the services outlined herein is at the sole discretion of UofL and contingent upon:
 - i. If applicable, approval of immigration visa application, satisfying eligibility and/or work authorization requirements of the of the US Citizenship and Immigration Services, and successful restricted party screening; and
 - ii. Successful completion of a pre-appointment state and national background check and, if applicable, an education check.
6. UofL, through its Faculty Sponsor, and Visiting Scholar may exchange Confidential Information, as hereinafter defined, with one another for the purpose of permitting the parties

to achieve the objectives/deliverables of the Project (the "Purpose"). Visiting Scholar agrees to keep and maintain in confidence as outlined herein and not to use any Confidential Information that Visiting Scholar may observe while at UofL.

- a. "Confidential Information" is defined as samples, materials, data, information (oral or written), protocols, proposals, concepts, drawings, sketches, technical, experimental, and business information, including research plans, tools, technologies, research results, and other information of a secret, confidential, or proprietary nature which is owned or controlled by the disclosing party and which information, if in tangible form, is marked or otherwise identified in writing as "CONFIDENTIAL" by the disclosing party at the time of disclosure, or if disclosed orally or visually is identified at the time of disclosure as confidential by the disclosing party and is reduced to writing and delivered to the receiving party within thirty (30) days of disclosure or is information that receiving party reasonable should know is confidential.
- b. The parties do not anticipate the need to disclose to each other any Confidential Information in the form of technology, software source code or technical data identified on any US export control list, including the Commerce Control List at 15 CFR 774 and the US Munitions List at 22 CFR 120-130 ("Export Control-listed Information"). Should such not be the case the parties agree to execute an addendum to this Agreement to address this requirement.
- c. The parties shall not disclose to each other (i) any sensitive personally identifiable information (PII), which means data that can be traced back to an individual and that, if disclosed, could result in harm to that person. PII includes but is not limited to biometric data, medical information, personally identifiable financial information (including student financial aid, credit card or other PCI information), and unique identifiers such as passport or Social Security numbers; (ii) information that would be protected health information as defined by HIPAA (Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996 as amended); nor (iii) information that would qualify as a student's educational record under the Family Educational Rights and Privacy Act (FERPA). Should such not be the case the parties agree to execute an addendum to this Agreement to address any of these requirements.
- d. Confidential Information that is disclosed hereunder shall be maintained in trust and confidence by the receiving party and shall not, directly or through others, be disclosed, patented, copyrighted, or published. The receiving party agrees to use all reasonable diligence to prevent disclosure of disclosing party's Confidential Information except to employees or agents of the receiving party and/or to third parties including, as applicable, the members of review committees, who have a need to know for the Purpose and who have agreed to or are otherwise under an obligation to abide by confidentiality obligations no less restrictive than the terms and conditions contained herein prior to obtaining access to disclosing party's Confidential Information unless so authorized in writing by the disclosing party, and to refrain from using disclosing party's Confidential Information for any purpose other than the Purpose.
- e. A receiving party shall not have any obligation of confidentiality with respect to any Confidential Information of the disclosing party that:

- i. was already in the receiving party's possession on a non-confidential basis prior to receipt from the disclosing party;
- ii. is in the public domain by public use, general knowledge or the like, or after disclosure hereunder, becomes general or public knowledge through no fault of the receiving party;
- iii. is properly obtained by the receiving party from a third party not under a confidentiality obligation to the disclosing party;
- iv. is explicitly approved for release by written authorization of the disclosing party;
- v. is independently developed by employees or agents of the receiving party who had no knowledge of or access to the Confidential Information as evidenced by the receiving party's business records; or
- vi. is required to be disclosed by operation of law, regulation, or an order of a court or other governmental authority of competent jurisdiction, including an opinion issued by the Kentucky Attorney General, which carries the force of law in Kentucky open-records cases.

Receiving party shall notify disclosing party promptly of making a determination that any Confidential Information falls within subcategory e(i), e(ii), e(iii), or e(v) of this Section and will reasonably cooperate with the disclosing party's efforts to contest or limit the scope of any disclosure required by subsection e(vi) of this Section.

- f. The term of exchange of Confidential Information under this Agreement shall commence on the Effective Date and terminate on the Termination Date, unless earlier terminated by either party for any reason by providing written notice to the other party. Receiving party's confidentiality obligations under this Agreement shall survive for a period of five (5) years from the Termination Date of this Agreement.
 - g. Upon termination of this Agreement, the receiving party will promptly return to the disclosing party all tangible Confidential Information and copies thereof in the receiving party's possession, except that receiving party may retain a copy of the Confidential Information in order to monitor its obligations with this Agreement. The parties acknowledge that Confidential Information communicated and/or stored in electronic form may be routinely backed up for disaster recovery archival purposes such that return or destruction is not practical and/or feasible until such time that the back-up copy expires or is recycled or destroyed, in which case the receiving party will keep such back-up copies secure in accordance with the provisions of this Agreement until the back-up media expires or is recycled or destroyed. The obligation of confidentiality of back-up copies will continue until all such back-up copies have expired or been recycled or destroyed or the period of confidentiality ends as specified herein.
 - h. No license, express or implied, in the disclosing party's Confidential Information is granted to the receiving party other than to use the disclosing party's Confidential Information in the manner and to the extent authorized by this Agreement.
7. During the Project, Visiting Scholar may have access to digital publications, data, information, software and the like that have been licensed to the UofL. Dependent upon the licensing agreements, Visiting Scholar may use these materials only while at UofL, including remote access, and solely to the extent necessary in connection with the Project or the term of this Agreement, whichever terminates first. Visiting Scholar may be charged for that use which is typically charged to other UofL faculty. Visiting Scholar may not retain copies of any such materials after the expiration of this Agreement.

8. Visiting Scholar represents and certifies that Visiting Scholar is qualified to perform the tasks that Visiting Scholar will undertake at UofL.
9. Visiting Scholar understands that the research may involve risks such as exposure to potentially hazardous equipment, chemicals, microbes, infectious organisms, medical waste, pathogens, laboratory animals, radioactive material, and the risk of accidents and injuries.
10. Visiting Scholar agrees to cooperate fully with the Faculty Sponsor or designee to obtain any required training, approvals, or authorizations for performance of the Project, in accordance with this Agreement, UofL policies and procedures, applicable laws, regulations and standards.
11. Visiting Scholar agrees to comply with export and sanction regulations of the United States. Visiting Scholar understands that UofL may review all activities related to the Project that may result in an export, deemed export, or sanctioned transaction with a foreign national, entity or country requiring an export license or other governmental approval. Visiting Scholar agrees to fully cooperate with any such review and to comply with any recordkeeping, certification, license, security measure or other action that may result from the review.
12. Visiting Scholar understands and acknowledges that Visiting Scholar is not covered by UofL's general or professional liability insurance for claims and judgments arising out of Visiting Scholar activities. Visiting Scholar is responsible for any injuries to people or property resulting from the acts or omissions of Visiting Scholar.
13. To the extent permitted by law and in consideration for the Visiting Scholar's participation in the Project and/or access to UofL's campus and Facilities equipment, software, other technologies, and services, Visiting Scholar releases and agrees to hold UofL, their agents and employees, harmless from any loss, claim, damage, or liability of any kind involving Visiting Scholar or Visiting Scholar property and arising out of this Agreement.
14. Neither party may use the name, trademark, logo, symbol, or other image or trade name of the other party or its employees and agents in any advertisement, promotion, or other form of publicity or news release or that in any way implies endorsement without the prior written consent of an authorized representative of the other party whose name is being used.
15. Visiting Scholar's participation in the Project at UofL shall not create an employment relationship between UofL and Visiting Scholar. Visiting Scholar shall receive no stipend or benefit from UofL for their activities and shall not be entitled to participate in UofL's benefit programs including, but not limited to, workers' compensation or health insurance.
16. The parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. However, should a situation arise which requires immediate action due to the severity of the infraction or a threat to safety or wellbeing of individuals, either party may terminate the Agreement immediately upon written notice, otherwise either party may terminate the Agreement upon five (5) business days' notice.
17. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement. The parties may execute this Agreement by facsimile, scanned Portable Document Format ("PDF") or other electronically transmitted signature, and such facsimile, scanned PDF or other electronically transmitted

document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature. Visiting Scholar shall neither assign nor delegate any interest or duties contained in this Agreement without the prior written consent of UofL.

18. Any failure by UofL to enforce or require the strict performance by Visiting Scholar of any of the terms or conditions of this Agreement shall not constitute a waiver by UofL of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of UofL at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions. Should any provision of this Agreement be declared illegal, void, or unenforceable under Kentucky law, or shall be considered severable, the Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.
19. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
20. This Agreement and its attachments contain the entire agreement between the parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.

{Signature Page to Follow}

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement as of the Effective Date.

UNIVERSITY OF LOUISVILLE

VISITING SCHOLAR (Contractual Party)

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

Mailing Address:

E-mail: _____

Faculty Sponsor: Read and acknowledged,
but not as a contractual party.

Individual Visiting Scholar: Read and
acknowledged, but not as a contractual party.

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

IF VISITING SCHOLAR IS UNDER 18 YEARS OF AGE, THE FOLLOWING RELEASE MUST BE SIGNED BY THE VISITING SCHOLAR'S PARENT OR LEGAL GUARDIAN.

PARENT/GUARDIAN RELEASE

As parent and/or legal guardian of VISITING SCHOLAR, I

- Have read and understand the Project in which Visiting Scholar will be involved,
- Understand the potential risks and hazards involved,
- Understand the Project may be suspended by the UofL at any time at the sole discretion of the UofL,
- Shall be financially liable for any and all property damage or destruction arising out of Visiting Scholar's use of the Facilities,
- Agree that UofL may use my signature below as a means to enforce the provisions of this Agreement (if applicable)
- Release and discharge the UofL, and its agents and employees, under the terms of the above Agreement from any claim which I might have against the UofL, and its agents and employees, both in my own behalf and as legal representative of the Visiting Scholar; and
- Further agree to indemnify and hold the UofL, and its agents and employees, harmless from any liability, claim or action, including attorneys' fees, in connection with the Visiting Scholar's participation in this Project.

Signature: Parent or Legal Guardian of Visiting Scholar	
Signature _____	Date _____
Name: _____	E-Mail: _____
Relationship to Visiting Scholar: _____	Phone Number: _____

ATTACHMENT A

Assignment to the UofL Research Foundation of Intellectual Property

As a condition of Visiting Scholar's activities at UofL, Visiting Scholar acknowledges that they may develop or assist in the development of intellectual property involving UofL employees or may participate in activities participating/performing sponsored research or other sponsored activities with a third party. As such, Visiting Scholar agrees to assign, and does hereby assign, to the UofL of Louisville Research Foundation Inc. all rights, title, and interest in any intellectual property conceived, first used (in the case of a trademark or service mark), or reduced to practice, discovered, or created during their activities with UofL.

While Visiting Scholar is not an employee of UofL, Visiting Scholar further agrees to disclose to UofL any intellectual property created or developed as a part of their activities at UofL as if Visiting Scholar were an employee under the UofL IP Policy. Visiting Scholar further agrees to render such assistance as UofL may request to obtain patents and/or develop value in such intellectual property.

Visiting Scholar further agrees that they will not enter into any agreement with a third-party purporting to transfer rights in such intellectual property to the third party.

Visiting Scholar acknowledges and agrees that the consideration for this assignment of intellectual property is in exchange for their participation in the Project and/or to gain knowledge or expertise that may benefit them in future endeavors.

ATTACHMENT B

Agreement for Use of Laboratory Facilities and Equipment For Non-Students or Employees of Other Institutions

1. **UofL Policy:** The Visiting Scholar agrees to abide by all applicable UofL policies and procedures including any policies, rules or procedures applicable to the use and operation of UofL laboratories, facilities and/or equipment or other specialized and related facilities outlined in Section 1a below (“Facilities” or “Facility”).
 - a. **UofL Building Name/Address/Room Numbers:**

2. **Training:** The Visiting Scholar agrees to complete any applicable training for proper and safe use of said Facilities and to follow said training for the proper and safe use of Facilities. Visiting Scholar agrees to inform the Faculty Sponsor UofL of completion of the necessary training.
3. **Fees, Property Damage, and Security:** Prior to commencement of the Project the Visiting Scholar shall provide to Faculty Sponsor and, if applicable the manager or UofL employee responsible for the applicable Facility a proposed project/work plan for use of the Facilities, including any applicable cost estimates. Upon acceptance, the Visiting Scholar acknowledges responsibility for purchases, materials costs and lab fees incurred by the Visiting Scholar in their use of the Facilities in accordance with the approved project/work plan. Fees shall be paid to UofL within 30 days of invoice date. A fee schedule is available upon request and all fees are subject to change by the UofL. Visiting Scholar acknowledges that UofL may suspend or terminate access to the Facilities in the event payment of fees is not made when due. Visiting Scholar acknowledges and agrees it shall be financially responsible for any and all property damage or destruction arising out of Visiting Scholar’s use of the Facilities. Visiting Scholar understands and agrees that UofL cannot guarantee in any way the security of materials or other property, tangible or intangible (e.g., electronic data), brought into the Facilities or introduced into Facilities by Visiting Scholar, and Visiting Scholar acknowledges and agree that UofL shall not be responsible for the damage, destruction, theft, or loss of such materials or property. Visiting Scholar shall be responsible for payment of any expenses/fees and noncancellable expenses incurred prior to the termination of the Agreement.
4. **Compliance with Laws, Rules, and Regulations:** The Visiting Scholar acknowledges that UofL is a community of professional and student researchers. As such, courteous, professional, responsible behavior is expected at all times. Access to the Facilities is a privilege and may be revoked by UofL at any time and for any reason in UofL’s sole discretion. Visiting Scholar agrees to comply with all federal and state laws, rules, and regulations in its use of the Facilities.
5. **Disclaimer of Warranty.** The Visiting Scholar acknowledges that they are ultimately responsible for their own research and that UofL does not in any way warrant or assure project success. Visiting Scholar further acknowledges and agrees that UofL makes no warranty whatsoever regarding the Facilities.
6. **Research, Intellectual Property Rights, and Liability.** UofL makes no priori claims to inventions developed in the lab by Visiting Scholar, but also makes no additional provisions

to protect Visiting Scholar's intellectual property. UofL's Intellectual Property policy would apply to any work utilizing UofL employees. UofL shall not be required to maintain secrecy or confidentiality having to do with work being performed in the Facilities unless a separate confidentiality/nondisclosure agreement has been executed by an authorized signatory of the UofL.

7. **Release and Indemnification:** Although UofL provides general safety and operation training on the safe use of the Facilities, the Visiting Scholar assumes responsibility to plan and perform work in such a way as to ensure their own personal safety as well as the safety of others in the Facilities and shall release and hold UofL harmless from any and all injury to person or damage to property that may result from Visiting Scholar's use of the Facilities. As applicable, should Visiting Scholar be a public/governmental entity which is prohibited or restricted by law in its ability to provide indemnification, Visiting Scholar shall release and hold UofL harmless, to the extent permitted by law, from any and all injury to person or damage to property that may result from Visiting Scholar's use of the Facilities. As applicable, the Visiting Scholar acknowledges responsibility for the actions of Visiting Scholar and for any damage or injury, whatsoever, caused by Visiting Scholar in its use of the Facilities. Visiting Scholar understands that use of the Facilities may involve exposure to potentially hazardous conditions including, but not limited to, chemical, mechanical, electrical, thermal, and radiation hazards. Except to the extent of the UofL's gross negligence, the Visiting Scholar shall release, hold harmless and indemnify UofL, its officers, agents and employees from any and all claims, damages, costs (including reasonable attorney fees) and liabilities arising out of the Visiting Scholar's use of the Facilities or that may result from products or materials developed by Visiting Scholar in such Facilities (including, but not limited to, product liability claims and claims of intellectual property right infringement).
8. **Insurance:** Visiting Scholar shall maintain general liability insurance from an insurer acceptable to the UofL in an amount of coverage not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming UofL as an additional insured as well as workers compensation coverage as required by laws. Visiting Scholar shall provide certificates of insurance evidencing such coverage prior to its use of the Facilities and will include UofL as an additional insured on said certificates. All certificates of insurance must clearly state that Visiting Scholar's insurance is primary. If Visiting Scholar's insurance has a deductible, self-insurance retention or co-insurance penalties, then all such costs shall be the sole responsibility of the Visiting Scholar. UofL will not share in any policy deductibles.
9. Visiting Scholar will report any accidents or suspected signs or symptoms of exposure to a hazard to the Faculty Sponsor or directly to the Department of Environmental Health and Safety (502) 852-6670 if the Faculty Sponsor is not readily available.
10. **Medical Treatment:** The Visiting Scholar authorizes UofL and its agents to obtain medical care for the Visiting Scholar in the event that it is determined that in their opinion the Visiting Scholar is in need of immediate emergency medical attention while the Visiting Scholar is participating in the Project or otherwise present on UofL's campuses or property. If such medical care is sought, the Visiting Scholar authorizes any medical care facility or physician selected by the UofL to perform whatever medical services are deemed necessary to preserve the Visiting Scholar's life, health, and well-being. The Visiting Scholar agrees to be responsible for and to indemnify and hold harmless UofL and any of its agents and employees for the payment of all costs and expenses resulting from any such medical care, hospitalization, and medical services for the Visiting Scholar.

11. **Termination:** UofL or Visiting Scholar may end the Project at any time for any reason with written notice.

ATTACHMENT C

MENTOR/FACULTY SPONSOR RESPONSIBILITIES:

Faculty Sponsor understands and acknowledges that they are responsible for providing a safe environment for the Visiting Scholar to conduct/participate in the Project and will oversee/coordinate the Visiting Scholar as they engage in the Project.

In addition, Faculty Sponsor agrees that:

- (1) they will make arrangements so that the Visiting Scholar (unless already a UofL employee) will be supervised at all times while in the Facilities and not left alone. They will ensure that Visiting Scholar's access to UofL Facilities, buildings are limited only to those required and approved for the Project;
- (2) they confirm that the Visiting Scholar has had the appropriate training for the Facilities that the Visiting Scholar will utilize while engaging in the Project, including any Hazard Specific Safety Training if applicable;
- (3) if appropriate for the Facilities, personal protective equipment is provided to the Visiting Scholar with instructions for proper use and disposal;
- (4) the Facilities are in compliance with all applicable regulations and UofL policies and procedures, including applicable environmental, health and safety programs and rules;
- (5) If the Visiting Scholar will be working with animals, organisms, or materials requiring institutional committee approvals (e.g. IBC, IACUC), they have notified the Visiting Scholar of the need to include such in the protocol submission and Visiting Scholar and Faculty Sponsor will be responsible for obtaining the appropriate approvals for such Project prior to the commencement of work;
- (6) If the Visiting Scholar's Project will be assisting with a clinical trial or other human subject's research, both Visiting Scholar and Faculty Sponsor have included such in the submission to the IRB and have obtained the appropriate approvals for such Project prior to commencement of work.
- (7) If the Visiting Scholar is a minor, they have read, understood and will adhere to the [UofL Minors in Laboratories and Animal Facilities Guidelines and Procedure](#).
- (8) they have an up-to-date Criminal Background Check of the Visiting Scholar (or individual acting on behalf of the EMPLOYER) on file (one which was completed at least in the last five years) a copy of which has been provided to ORI.