

MASTER AGREEMENT  
FOR  
VISITING SCIENTIST/POSTDOCTORAL FELLOW/STUDENT  
BETWEEN  
WILLIAM MARSH RICE UNIVERSITY  
AND  
THE METHODIST HOSPITAL RESEARCH INSTITUTE

This MASTER AGREEMENT FOR VISITING SCIENTIST/POSTDOCTORAL FELLOW/STUDENT ("Agreement"), effective as of the date that it is fully signed below, is hereby made and entered into by and between William Marsh Rice University, hereinafter referred to as Home Organization and The Methodist Hospital Research Institute, hereinafter referred to as TMHRI. Based upon the Recitals below and for good and valuable consideration, the parties hereby agree as follows:

RECITALS

- A. TMHRI is a non-profit research institute that is part of The Methodist Hospital System and is dedicated to performing biomedical research activities in support of The Methodist Hospital System's clinical care.
- B. Scientists, Postdoctoral Fellows or Students are employees or students of Home Organization and desire to temporarily collaborate at TMHRI and serve as visiting scientist, postdoctoral fellow or student ("Visitor".) For each such Visitor under this Agreement, TMHRI, Home Organization and Visitor must complete and execute an Annex setting forth the relevant details of the Visitor's collaboration in the form attached hereto as Annex 1.
- C. TMHRI is agreeable to Visitor collaborating at its facilities provided that Visitor's activities and presence do not adversely impact TMHRI.
- D. Accordingly, TMHRI and Home Organization are entering into this Agreement in order to set forth the terms and conditions under which Visitor may collaborate at TMHRI.

AGREEMENT

1. Home Organization Employee or Student. Visitor will remain an employee or student of Home Organization and therefore Visitor will receive all salary, stipends, compensation, financial remuneration and benefits from Home Organization. Home Organization will issue checks to Visitor and will be responsible for making all appropriate payroll deductions for Visitor as required by applicable law. Additionally, either Home Organization or Visitor will be responsible for paying the appropriate amount of all applicable taxes with respect to all compensation and

monies paid to Visitor and for filing all appropriate forms for tax purposes. Moreover, either Home Organization or Visitor will be responsible for Visitor's relocation to and from Houston (if applicable), and Visitor will be responsible for Visitor's own housing, transportation, parking, meals, and other personable needs while working at TMHRI. Notwithstanding any other provision of this Agreement, Visitor will not be entitled to receive any salary, stipend, compensation, financial remuneration and benefits, and fringe benefits from THMRI.

2. Abide by TMHRI Policies. Visitor will be subject to and must abide by all of the TMHRI's guidelines, policies, procedures, rules and regulations, including all premises rules applicable to TMHRI's facilities. Visitor must be able to communicate appropriately in English with TMHRI personnel. TMHRI will have the right to immediately dismiss Visitor from TMHRI if TMHRI determines that:  
(i) the presence of Visitor has a detrimental or disruptive effect upon TMHRI's facilities, patients, or personnel; (ii) Visitor is compromising TMHRI's standards of care or performance (iii) Visitor fails to abide by the terms of this Agreement or any TMHRI guidelines, policies, procedures, rules or regulations, (iv) Visitor fails to satisfy and maintain all legal requirements to work or study, as applicable, in the United States, and/or (v) TMHRI determines that it requires for its own needs any space allocated to Visitor.
3. Health Screenings. As a requirement of working at TMHRI, Visitor must provide proof of a history of vaccinations sufficient to meet the guidelines of TMHRI's Department of Employee Health Services, including proof of a negative tuberculosis screening and drug test. If Visitor cannot provide proof of a negative tuberculosis screening and drug test, Visitor must successfully undergo tuberculosis and drug screenings through TMHRI's Department of Wellness Services.
4. Confidential Information.
  - a. Except for the research activities and research results of Visitor intended for publication pursuant to Visitor's Annex, and any related inventions or other intellectual property discovered by Visitor (as contemplated in Annex), any and all information that Visitor receive or obtain as a result of Visitor's presence at TMHRI's facilities (the "Confidential Information") will be the confidential information of TMHRI.  
Confidential Information shall not include such portions of information which (i) are or become generally available to the public through no breach of this Agreement by Visitor or Home Organization, (ii) become available to Visitor or Home Organization on a non-confidential basis from a source, other than TMHRI or its agents, which is not prohibited from disclosing such portions of the Confidential Information to Visitor or Home Organization by a contractual, legal or fiduciary obligation to TMHRI; or (iii) Visitor or Home Organization can demonstrate were or are developed by Visitor or Home Organization independently of its knowledge of or access to Confidential Information. If Visitor or Home Organization is required by law or regulation or requested by any governmental agency or as part of the judicial process to

disclose any Confidential Information, Visitor or Home Organization shall use its reasonable efforts under the circumstances (a) to provide THMRI with prompt notice so that THMRI may seek a protective order or other appropriate remedy, and (b) to furnish only that portion of the Confidential Information which is required to be furnished.

- b. For a period of five (5) years from the effective date of this Agreement, Visitor (and Home Organization to the extent it learns such information) must keep confidential and may not disclose to any individual or entity, including to Home Organization, any Confidential Information. Visitor (and Home Organization to the extent it learns such information) also may only use the Confidential Information for the purpose of the specific project or collaboration effort for which Visitor is present at TMHRI, and not for any other purposes.
  - c. If Visitor (and Home Organization to the extent it learns such information) obtain any health or medical information of any patient of THMRI, then unless disclosure has been authorized by the patient or by law, Visitor (and Home Organization to the extent it learns such information) must hold in confidence the identity of the subject and the health/medical information of such person and Visitor (and Home Organization to the extent it learns such information) must comply with applicable laws and THMRI's policies regarding the confidentiality of such information.
5. Permissible Activities; Assignment of Intellectual Property. Visitor's activities at THMRI will be limited to research and other academic activities as detailed in Visitor's Annex. Visitor shall be under the supervision of a TMHRI employee while pursuing activities at TMHRI. To the extent an invention or other intellectual property arises from such research and activities, the inventorship of such invention and intellectual property shall be determined in accordance with United States patent law and ownership of such invention and intellectual property shall follow inventorship: 1) title to inventions and intellectual property discovered by Home Organization's employee shall reside in Home Organization; 2) title to inventions and intellectual property discovered by TMHRI employees shall reside in TMHRI; and 3) title to inventions and intellectual property discovered jointly by employees or students of Home Organization and TMHRI shall be jointly owned by both parties. Visitor shall be permitted to publish the results of any research performed, provided, however, TMHRI has an opportunity to review the materials/information proposed for publication to ensure that none of its Confidential Information, patient medical information or individual research data is included therein. Accordingly, Visitor shall submit a copy of any proposed publication or presentation to the principal investigator(s) at TMHRI for review and comment at least thirty (30) days prior to such publication or presentation and Visitor agrees to delete any Confidential Information of TMHRI. If requested by TMHRI, Visitor will delay publication or presentation an additional sixty (60) days to allow TMHRI time to protect its proprietary information. Home Organization represents and warrants that Visitor is required to assign to Home Organization any and i. all patentable inventions and ii. all computer software, whether or not patentable, that is invented or created by Visitor

during their employment or studies with Home Organization. Notwithstanding the foregoing, Confidential Information that is required to be published, if Visitor is student, for Visitor's dissertation may remain in such publication provided that (i) Visitor informed in writing TMHRI in advance of initiating the collaboration of such dissertation requirement and (ii) TMHRI is not prohibited from disclosing such information. If requested by TMHRI, Visitor will delay publication or presentations an additional sixty (60) days to allow TMHRI time to protect its proprietary information.

6. Indemnification. Home Organization will be responsible for the acts and omissions of Visitor. HOME ORGANIZATION SHALL INDEMNIFY, DEFEND AND HOLD TMHRI, ITS PARENT AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY "TMHRI INDEMNITEES") HARMLESS FROM ANY AND ALL CLAIMS WHICH TMHRI INDEMNITEES MAY SUSTAIN OR INCUR AS THE RESULT OF HOME ORGANIZATION'S OR VISITOR' (i) VIOLATION OF ANY LAW, (ii) BREACH OF THIS AGREEMENT, OR (iii) NEGLIGENT OR WILLFUL ACT, OMISSION, OR CONDUCT, INCLUDING IN THE EVENT OF THE ACTUAL OR ALLEGED JOINT NEGLIGENCE OF TMHRI, BUT ONLY TO THE EXTENT OF HOME ORGANIZATION'S ACTUAL PROPORTIONATE NEGLIGENCE, OCCURRING IN THE COURSE OF HOME ORGANIZATION'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
7. TMHRI SHALL INDEMNIFY, DEFEND AND HOLD HOME ORGANIZATION AND ITS TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS, AFFILIATES, AND AGENTS (COLLECTIVELY, "HOME ORGANIZATION INDEMNITEES") HARMLESS FROM ANY AND ALL CLAIMS WHICH HOME ORGANIZATION INDEMNITEES MAY SUSTAIN OR INCUR AS THE RESULT OF TMHRI'S (i) VIOLATION OF ANY LAW, (ii) BREACH OF THIS AGREEMENT, OR (iii) NEGLIGENT OR WILLFUL ACT, OMISSION, OR CONDUCT, INCLUDING IN THE EVENT OF THE ACTUAL OR ALLEGED JOINT NEGLIGENCE OF TMHRI, BUT ONLY TO THE EXTENT OF TMHRI'S ACTUAL PROPORTIONATE NEGLIGENCE OCCURRING IN THE COURSE OF TMHRI'S PERFORMANCE OR ITS OBLIGATIONS UNDER THIS AGREEMENT.
8. Term and Termination.
  - a. It is anticipated that Visitor will collaborate as a Visitor at TMHRI for a period of one year. Visitor's temporary appointments may be extended beyond the initial appointment period upon the mutual written agreement of TMHRI, Home Organization and Visitor, if Visitor' appointment is extended on the same terms, this Agreement will continue to apply and will govern the entire period during which Visitor collaborates at TMHRI.
  - b. Either party may terminate this Agreement at any time immediately upon notice to the other party.

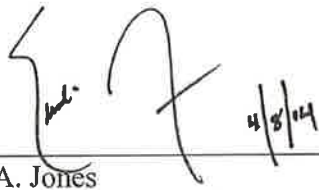
- c. Upon termination of this Agreement, Home Organization will immediately cause Visitor to vacate TMHRI premises and to cease and desist all use of TMHRI facilities.
9. Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed as creating the relationship of principal and agent, employer and employee, borrowed servant, or of partnership or of joint venture between the parties. Neither party will represent itself to be an agent or representative of the other party hereto.
10. Jurisdiction. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Texas (exclusive of its choice of law provisions). English is declared to be the official language of this Agreement.
11. Waiver and Enforceability. Failure of a party to enforce a right under this Agreement will not act as a waiver of right or the ability to later assert that right relative to the particular situation involved. If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless will remain enforceable.
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
13. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements, understandings, negotiations or representations, whether oral or written, between the parties. No amendment of this Agreement will be effective unless it is in writing and signed by both parties.
14. Export Control. Notwithstanding any other provision of this Agreement, the parties understand and agree that they are subject to, and agree to abide by, any and all applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The parties' obligations hereunder are contingent on the parties' ability to comply with applicable United States export and embargo laws and regulations. It is the expectation of the parties that the work done pursuant to this Agreement will constitute fundamental research and be exempt from export control licensing requirements under the applicable export control laws and regulations. As institutions of higher learning, the parties do not wish to take receipt of export-controlled information except as may be knowingly and expressly agreed to in writing signed by an authorized representative of the parties and for which the parties have made specific agreements. The parties agree to work together to ensure that, with regard to this Agreement, both are in compliance with any and all applicable U.S. export control laws and regulations, as well as any and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls.

15. Representation of Non-Exclusion. Home Organization represents that neither it nor Visitor are excluded, debarred, or suspended from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, nor are they debarred from participating in federal research by the U.S. Food and Drug Administration or any other applicable regulatory agency.

ACCEPTED AND AGREED TO:

FOR TMHRI:


Date: \_\_\_\_\_



Edward A. Jones  
Chief Operating Officer

FOR HOME ORGANIZATION:

Date: 4/8/14

  
Heidi Thornton  
Assistant Director, Office of Sponsored Research

