

VISITING SCHOLAR AGREEMENT

THIS VISITING SCHOLAR AGREEMENT (this “Agreement”), effective the date that the individual visiting scholar (“Visiting Scholar”) electronically accepts in iBearcatsGlobal, is entered into by and between the University of Cincinnati, a state institution of higher education organized under Chapter 3361 of the Ohio Revised Code, having a primary business address of 2618 McMicken Circle, 625 University Pavilion, Cincinnati, Ohio 45221 (hereinafter referred to as the “University”) and the Visiting Scholar. The University and Visiting Scholar may be each referred to herein solely as a “Party” or jointly as the “Parties,” as the case may be.

WHEREAS Visiting Scholar has a desire to participate in research and/or education in fields having an impact relevant to Visiting Scholar’s interests, and whereas the University has an ongoing program in those fields at the (hereinafter referred to as “Unit”); and

WHEREAS Visiting Scholar desires to visit the University, and to the extent applicable, the Visiting Scholar’s employer or academic institution in which Visiting Scholar is currently employed (hereinafter referred to as the “Home Institution”) has a desire to allow Visiting Scholar’s participation in research and education in fields at the Unit and having an impact relevant to Home Institution’s interest; and

WHEREAS the University is willing to permit the Visiting Scholar to perform the Objective (as defined in iBearcatsGlobal (Program Information)) at the University during the Term (as defined in any applicable invitation letter and/or in iBearcatsGlobal (Program Information)) (hereinafter referred to as the “Visit”), and the Visiting Scholar must review understand, and assent to the terms of this Agreement.

Article 1 - The Visit

The objectives of the visit are described in the invitation letter and/or in iBearcatsGlobal. The visit shall commence upon the Start Date set out in any applicable invitation letter or in iBearcatsGlobal and terminate on the End Date set out in any applicable invitation letter and/or iBearcatsGlobal (the “Initial Term”). This Agreement may be renewed for an additional period up to one (1) year upon the mutual consent of the Parties, unless a longer extension is approved by the University and is permitted by applicable law (each such renewal, a “Renewal Term” and together with the Initial Term, the “Term”).

Article 2 - Visit Administration

This Visit shall be administered by the Faculty Host (as defined or described in any applicable invitation letter and/or in iBearcatsGlobal) and the Administrative Host (as defined in iBearcatsGlobal) in the University’s Unit (as defined in any applicable invitation letter and/or iBearcatsGlobal) in accordance with the policies and procedures of the Unit and the University.

Article 3 – Status of Visiting Scholar

- (a) Nothing contained in this Agreement, including without limitation any actions, permissions, or obligations set forth herein is intended to, nor shall it be construed to, create an employer/employee, contractor, or agency relationship between Visiting Scholar and the University. Visiting Scholar is not entitled to any financial support or other benefits (including, without limitation, health insurance, workers compensation coverage, or other benefits) available to University employees. Please refer to Article 9 on insurance for the ability to reimburse a Visiting Scholar for the cost of Health Insurance. Visiting Scholar shall not have the authority to enter into or bind the University to any agreement and shall not represent to anyone

that Visiting Scholar has such authority.

- (b) Visiting Scholar shall be solely responsible for determining all tax liability and for reporting and remitting any taxes or payments due or owed by Visiting Scholar, including any foreign tax liability, in connection with the Visit or any activities carried out pursuant to this Agreement.
- (c) If Visiting Scholar is a foreign national, Visiting Scholar must arrange, obtain and maintain an appropriate visa to be a visiting scholar at the University. Visiting Scholar must comply with all immigration regulations that pertain to the type of visa obtained by Visiting Scholar and cooperate with the University to complete any required forms or paperwork relative to immigration or visa status.

Article 4 - Visiting Scholar Obligations

Arrangements for the Visiting Scholar's arrival at the University shall be coordinated among the Visiting Scholar, the Faculty Host, and the Administrative Host. Visiting Scholar agrees to comply with all University's policies and procedures and all local, state, and federal laws applicable to the Objective and/or the Visiting Scholar, including, but not limited to, the following:

- (a) Prior to the Visiting Scholar's visit, and at any time during the visit when Visiting Scholar becomes aware, Visiting Scholar will disclose to the University, to the extent permitted by law, all employment, research, criminal, and/or scholarship-related misconduct findings and/or pending disciplinary proceedings against Visiting Scholar in any current or prior work, including but not limited to criminal convictions or administrative findings or pending investigations related to: sexual impropriety, misconduct, violence, or harassment; research misconduct; financial fraud or misconduct; foreign influence violations, grant misuse or misconduct; state professional licensing boards, associations, or other such bodies; and/or any other type of finding or pending investigation relating to Visiting Scholar's current or previous employer's policies and rules governing the conduct of research.
- (b) Visiting Scholar agrees to comply with all applicable export control regulations of the United States of America. Visiting Scholar shall be responsible for obtaining all information regarding such regulations that is necessary for Visiting Scholar to comply with such regulations;
- (c) Visiting Scholar agrees to comply with all University policies regarding the use of University resources;
- (d) Visiting Scholar agrees to comply with University rules, policies, and procedures regarding discrimination, harassment, and retaliation and agrees to be bound to the requirements and duties, including but not limited to the reporting requirements and the duty to participate in investigations, of similarly-situated University employees established therein;
- (e) Visiting Scholar agrees to comply with applicable University rules, policies, and procedures, including but not limited to University Policy 16.19: Protection of Minors on Campus, in the event the Visiting Scholar is involved in a University-sponsored program held at the University and/or housed in University Facilities involving minors during the Visit;
- (f) Visiting Scholar agrees to self-report any felony or misdemeanor arrests or convictions to the Faculty Host and Administrative Host that may occur during the term of the Visit;
- (g) Visiting Scholar agrees to submit to a Background Check as defined in University Policy 16.17: Pre-Employment Background Checks. Visiting Scholar understands that he or she may not begin his or her Visit to the University until a Background Check has been successfully completed;
- (h) To the extent the Visiting Scholar will be responsible for University research during the Visit, the Visiting Scholar agrees to complete University's Conflict of Interest Training and submit an Outside Activity Report for review by the University's Office of Research, Ethics and Research Security Office. Moreover, to the extent Visiting Scholar will be responsible for University research, Visiting Scholar agrees to be subject to the same University rules, policies, and

procedures regarding outside activity, ethics, and conflicts of interest as similarly-situated University employees; and

- (i) Visiting Scholar agrees to comply with the University's rules policies and procedures regarding conduct, including but not limited to University Rule 3361:10-17-03 and University Policy 15.02: Conduct, during the Visit.

Article 5 - Confidentiality

Visiting Scholar agrees to hold in confidence all information, data, or materials provided by the University to Visiting Scholar, or accessed or observed by Visiting Scholar in the course of the Visit that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential or proprietary in nature ("Confidential Information"). Visiting Scholar agrees to not disclose, transfer, release, or otherwise provide access to Confidential Information to any third party (including Home Institution), and to use reasonable measures to protect Confidential Information against unauthorized disclosure. Visiting Scholar agrees to use Confidential Information only for the purpose of the Visit. Confidential Information shall not include any information that Visiting Scholar can demonstrate (i) was known to Visiting Scholar prior to receiving, observing, or accessing from the University; (ii) is or becomes publicly available, through no fault of Visiting Scholar; (iii) was received by Visiting Scholar from a third party without obligations of confidentiality thereto, or; (iv) Visiting Scholar received written consent from Administrative Host to disclose. If Visiting Scholar is required to disclose Confidential Information by order of a court, governmental body, or by subpoena or other legal process, Visiting Scholar will provide the University with prompt written notice of such required disclosure so that the University may seek a protective order or take other appropriate action, and thereafter only disclose such Confidential Information that is minimally required to comply with such required disclosure. Upon termination of this Agreement, Visiting Scholar will promptly return or destroy, at the University's preference, all copies of Confidential Information in Visiting Scholar's possession. Visiting Scholar's duty of confidentiality shall survive the expiration or termination of this Agreement.

Article 6 - Publications

The University retains all right, title, and interest in, including the exclusive right to publish, the results of any work performed by Visiting Scholar at the University during the Visit. As appropriate, the Visiting Scholar's contributions will be acknowledged in any publication resulting from the Visit.

Article 7 - Intellectual Property

- (a) All rights and title to all inventions and intellectual property, including U.S. and foreign patent applications, created (conceived or reduced to practice) solely by Visiting Scholar while using University facilities shall belong jointly to University and Home Institution (or jointly between University and Visiting Scholar/Affiliated Faculty if required by Home Institution's applicable law).
- (b) All rights and title to all inventions and intellectual property, including U.S. and foreign patent applications, created (conceived or reduced to practice) jointly by University representatives and Visiting Scholar shall belong jointly to University and Visiting Scholar unless required by Home Institution's applicable policies.
- (c) All rights and interests of the University and Visiting Scholar to jointly owned inventions and intellectual property are subject to any and all rights belonging to any research sponsor, including but not limited to private or governmental third parties and Home Institution (as applicable). The University and Visiting Scholar shall cooperate fully with one another regarding joint patent filing, prosecution, maintenance, defense/enforcement, and commercialization efforts. Visiting Scholar represents that he/she is not under any consulting or other obligations to any third person,

organization or corporation in respect to rights in inventions which are, or could be reasonably construed to be, in conflict with this Agreement and has obtained any necessary permissions from his/her Home Institution.

- (d) The University and Visiting Scholar (or Home Institution as applicable) agree to negotiate with one another in good faith with respect to the apportionment of all reasonable costs and expenses related to filing, prosecuting and/or maintaining joint patents and to apportion any sale, licensing, sublicensing and/or optioning income derived from the same. The University shall have the right of first refusal with respect to the filing, prosecuting and/or maintaining all jointly owned patent applications and for selling, licensing, sublicensing, optioning and/or administering such patent rights. However, nothing herein shall obligate University to file and/or pay for any patent application.
- (e) Visiting Scholar agrees to promptly disclose in writing any intellectual property created (conceived and/or reduced to practice) as a result of his/her activities at University. Visiting Scholar also agrees not to file for any patent(s) related to his/her activities at University or related to any proprietary and confidential material provided by University, without the written permission of University.

Article 8 - Publicity

Visiting Scholar shall not use the names, trademarks, service marks, logos, or images (including any adaptation of the foregoing) of the University, or any of its employees, in any advertising, promotion, or publicity, without prior written consent obtained from the University's Director, Trademarks & Licensing, in each case.

Article 9 - Insurance

University is not obligated to provide, and shall not provide, worker's compensation or other insurance coverage for bodily injury, death, or damage to property involving the Visiting Scholar. Visiting Scholar shall be responsible for obtaining medical insurance coverage for themselves and all of the accompanying dependents through the period of their stay and must provide upon request evidence of such health insurance. Healthcare insurance for international Visiting Scholars only, as required by law, is, however, a permitted University reimbursable expense.

Article 10 - Indemnity

Visiting Scholar agrees to indemnify and hold the University, its trustees, officers, faculty, employees, and agents harmless from and against any demand, claim, proceeding, loss, cost, expense (including attorneys' fees), damage, or liability of any kind ("Claims") arising from the actions, errors, omissions, negligence, or willful malfeasance of the Visiting Scholar related to the Visit or breach of this Agreement.

Article 11 - Compliance with Home Institution Requirements

- (a) Visiting Scholar is responsible for ensuring, and represents and warrants, that the obligations of Visiting Scholar under this Agreement do not conflict with Visiting Scholar's obligations to Home Institution. If Visiting Scholar believes that a conflict may exist, prior to signing this Agreement, Visiting Scholar shall notify both the University and Home Institution of the potential conflict so that the University and Home Institution may attempt to resolve the matter. If at any time during the Visit the Visiting Scholar believes that such a conflict has arisen or may arise, Visiting Scholar shall immediately notify the University, so that the University may decide how to proceed.
- (b) If the Visiting Scholar's Visit is also governed by an agreement between the University and Home Institution, then to the extent that any terms and conditions herein conflict with the terms and conditions of such agreement, the terms and conditions of the agreement between the University and Home Institution shall prevail.

Article 12 – Termination

Visiting Scholar's status as a Visiting Scholar of University is a privilege granted solely at the discretion of the University and may be revoked by the University at any time, for any reason or no reason, by providing the Visiting Scholar with written notice of revocation and, if revocation is not immediate, specifying the effective date of such revocation. If the University revokes the Visiting Scholar's status, then this Agreement shall terminate effective on the date on which the Visiting Scholar's status terminates. In addition to the University's right to revoke the Visiting Scholar's status, either Party may terminate this Agreement at any time by providing prior written notice to the other Party. Upon termination or expiration of this Agreement, Visiting Scholar agrees to return all University property, including, but not limited to, any identification cards, access cards, or keys assigned to Visiting Scholar during the Visit. Notwithstanding expiration or termination of this Agreement, Articles 5, 6, 7, 8, and 10 shall survive.

Article 13 – Notices

The contacts and addresses listed in Exhibit A, will be used for any notices related to this Agreement.

Article 14 – No Assignment

This Agreement shall not be assigned by Visiting Scholar, and any such attempted assignment shall be void and have no effect.

Article 15 – Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Ohio without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Ohio. Controversies or claims between the Parties arising under or relating to this Agreement shall be heard in the Ohio Court of Claims, to whose jurisdiction for such purposes the Parties each hereby irrevocably consent and submit.

Article 16 – Entire Agreement

This Agreement embodies the entire understanding of the Parties and supersedes all previous and contemporaneous communications, representations, or understandings, either oral or written, between the Parties related to the subject matter hereof.

Article 17 – Waiver

No provision of this Agreement may be waived except by an agreement in writing signed by the Parties. A waiver of any item or provision shall not be construed as a waiver of any other term or provision.

Article 18 – Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

Article 19 – Amendment

Any amendment to this Agreement must be in writing and signed by both Visiting Scholar and an authorized representative of the University.

Article 20 – Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this Agreement transmitted by facsimile, email, or other means of

electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this Agreement for all purposes.

By: University of Cincinnati



Name: Kyle Hern
Title: Associate General Counsel &
Assistant Contracting Officer