

## Visiting Research or Scholar Agreement - Washington University

This agreement ("**Agreement**") is entered between Institute of Molecular Genetics of the ASCR ("**Visitor's Home Institution**"), [REDACTED] ("**Visiting Researcher/Scholar**" or "**VISITOR**"), and Washington University ("**WU**") to memorialize certain terms and conditions under which VISITOR who is not otherwise affiliated with WU, will be granted access to WU research facilities, information or other WU premises that are not typically available to the general public for the purpose of training, cultural exchange and related intellectual development. In particular, the VISITOR will participate in the project, "*Itaconate as Metabolic Regulator of Inflammation*" ("**Research Project**"), which is funded by the National Institute of Health ("**Primary Agency**").

This Agreement is effective July 1, 2018 and will expire March 31, 2019 ("**Term**").

The purpose of this Agreement is to address the mutual cooperation of the Visitor's Home Institution and WU who are jointly applying for the implementation of the Project entitled **IMG International Mobility, No. CZ.02.2.69/0.0/0.0/16\_027/0008512, Analysis of immune cells using systems biology methods, single cell-RNA sequencing and CyToff** and within the framework of the Operational Program Research, Development and Education (hereinafter referred to as the "**Project**")

During the project, the VISITOR will work exclusively on non-economic activities (where non-economic refers to the fact that VISITOR's work will be strictly dedicated to non-profit research activities and not any for-profit activities or services), both during his/her main activity and in the event of an amendment.

Expenditure on the activities by which the Visitor's Home Institution and WU participate in the Project are detailed in the aid application.

The total financial contribution of the Visitor's Home Institution and WU in the Project totals:

- a) Visitor's Home Institution: CZK 1 221 201 (59 282 USD)
- b) WU: CZK 0.00

### I. VISITOR IS NOT WU EMPLOYEE

A. Visitor's Home Institution and VISITOR each acknowledge and agree that VISITOR: (a) is not an employee of WU and that VISITOR's participation in research activities or other WU scholarly programs does not create an employment relationship between VISITOR and WU; (b) is not entitled to participate in WU's benefit programs, including but not limited to health insurance or worker's compensation insurance.

B. VISITOR or Visitor's Home Institution shall be responsible for all costs and expenses incurred by VISITOR under this Agreement including, but not limited to, wages, fringe benefits, medical expenses, travel expenses and living expenses. Any taxes due on benefits paid by Visitor's Home Institution due to the State of Missouri or the United States shall be the responsibility of the VISITOR or the Visitor's Home Institution. VISITOR's work at WU on the Project will be financed from funds that will be provided to the Visitor's Home Institution in the form of financial aid based on the legal act on providing aid from the Operational Programme Research, Development and Education in The Czech Republic.

C. Materials and infrastructure necessary to the Project are supplied by WU. WU will not seek reimbursement of such expenses from Visitor's Home Institution.

D. Notwithstanding the foregoing, VISITOR shall be subject to administrative control of and technical supervision by WU and [REDACTED] ("Sponsoring Faculty") for any and all of VISITOR's research activities.

## II. INTELLECTUAL PROPERTY

VISITOR and Visitor's Home Institution have reviewed WU's Intellectual Property Policy located at <http://www.wustl.edu/policies/intelprop.html> ("IP Policy") and understand that VISITOR is subject to the IP Policy. VISITOR agrees to assign and hereby does assign all rights in intellectual property created during VISITOR's participation in the Research Project or otherwise while at WU to WU.

VISITOR and Visitor's Home Institution understand and agree and understand pursuant to the IP Policy, among other things, that:

- WU is considered the owner of inventions or other intellectual property that VISITOR might develop.

VISITOR and/or Visitor's Home Institution may be required to execute appropriate documents to memorialize ownership of intellectual property as described in the IP Policy.

## III. CONFIDENTIAL INFORMATION

In the course of participating in the Research Project or otherwise during VISITOR's activities at WU, VISITOR may acquire information related to WU's or a third party's intellectual property, unpublished study results, tangible research results, know-how, non-patentable information, patentable or other written or orally disclosed information that is intended to be confidential by the discloser ("Confidential Information"). Confidential Information shall include all information secured or observed by VISITOR which is unrelated to the Research Project. VISITOR agrees that no Confidential Information acquired by VISITOR shall be transmitted by VISITOR, in any form, to any third party or Visitor's Home Institution and that VISITOR will keep all such information strictly confidential. VISITOR may, however, report to Visitor's Home

Institution any results of the Research Project that were personally derived by VISITOR (“VISITOR’s Research Results”) so long as VISITOR receives permission from the VISITOR Sponsoring Faculty. To the extent VISITOR gains access to human data while at WU, VISITOR agrees to comply with the Health Insurance Portability and Accountability Act (“HIPAA”), keep the data strictly confidential. VISITOR further agrees not to re-transfer any such human data to others.

#### IV. HOLD HARMLESS

Visitor’s Home Institution and VISITOR shall hold harmless WU and WU’s employees, agents, officers and trustees from any and all loss, claim, damage or liability of any kind (including death) involving VISITOR or Visitor’s Home Institution. VISITOR acknowledges and agrees that VISITOR assumes all risks incurred by VISITOR’s visit to WU and participation in the Research Project(s). VISITOR and Visitor’s Home Institution understand and agree that as examples:

- WU will not be responsible for the loss of, theft of, or damage to any of VISITOR’s personal property;
- WU expressly disclaims and excludes all warranties regarding WU facilities or equipment;
- WU does not guarantee any test results produced using WU equipment or facilities;
- WU shall not be liable to VISITOR or Visitor’s Home Institution for personal injury or property damage;
- WU will not be liable lost profits, work stoppages, lost data, equipment damage, damage to or loss of Research Materials (as hereinafter defined) or any special, indirect or consequential damages related to any or all of the above.

#### V. RESEARCH MATERIALS

If VISITOR will bring materials from Visitor’s Home Institution or otherwise (for example, biological samples, compounds, equipment) (“Research Materials”) for the purpose of the Research Project, VISITOR (and Visitor’s Home Institution, as applicable) represents that VISITOR is authorized to use the Research Materials for the Research Project or, if not specifically for the Research Project, for any way in which the Research Materials are being used by VISITOR at WU.

#### VI. COMPLIANCE WITH LAWS, REGULATIONS AND WU POLICIES

VISITOR agrees to comply with all applicable United States federal and state laws and regulations while performing research or other activities at WU. VISITOR agrees to comply with any and all WU policies regarding research as well as any policies established by VISITOR Sponsoring Faculty.

## VII. EXPORT CONTROL

VISITOR and Visitor's Home Institution agree to comply with United States export laws and regulations. VISITOR and Visitor's Home Institution understand that WU may review all activities, including those in which VISITOR is involved, to determine if those activities require an export license or other governmental approval. VISITOR and Visitor's Home Institution agree to cooperate with any such review and to comply with any recordkeeping, certification, license, security measure or other action that may result from the review. If Visitor is a foreign national, Visitor's name and Visitor's Home Institution's name shall be screened against all required databases to comply with export control laws and regulations. As a foreign national, your status as a Visitor shall be conditioned upon the final approval of WU's Export Control Officer.

## VIII. IMMIGRATION

IF VISITOR is a foreign national, VISITOR must arrange, obtain and maintain an appropriate visa to be a Visiting Scholar/Researcher at WU. VISITOR and Visitor's Home Institution must comply with all immigration regulations that pertain to the type of visa obtained by VISITOR and cooperate with WU to complete any required forms or paperwork relative to immigration or visa status.

## IX. RECORDS

At the close of VISITOR's visit, VISITOR will provide all records (written, electronic or other) of VISITOR's research, including those records that pertain to intellectual property VISITOR is required to report, license, or assign to WU under the IP Policy. With the permission of the VISITOR Sponsoring Faculty, VISITOR may retain a copy of files or other documentation.

## X. PUBLICATIONS AND SCHOLARLY WORK

VISITOR and Visitor's Home Institution hereby grants or assigns, as applicable, to WU those rights in all copyrightable material prepared or written by VISITOR in connection with the Research Project or any other research in which VISITOR engages while at WU which VISITOR is required to assign or grant under the IP Policy.

## XI. EQUIPMENT, LAB & SAFETY TRAINING

VISITOR certifies that VISITOR is qualified to perform the tasks that VISITOR will undertake at WU. VISITOR agrees to utilize equipment only as necessary and after proper instruction or under supervision of the VISITOR Sponsoring Faculty. It is VISITOR's responsibility to obtain all appropriate safety training to conduct research in any WU facility. VISITOR 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 risks of accidents and injuries. VISITOR agrees to assume all risks and responsibilities associated in any way with the activities covered under this Agreement.

The parties below have agreed to the terms and conditions as stated in this Agreement.

WILL

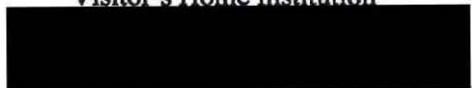


Megan M. White, JD  
Director, Research Contracts

DATE

7/19/18

Visitor's Home Institution



Petr Dráber, PhD  
Institute director

DATE

6.11.2018

VISITOR



DATE

20/6.2018