VISITING RESEARCHER AGREEMENT

This Visiting Researcher Agreement (“Agreement”) is made and entered into this ___ day of ______________, 20___ (the “Effective Date”) by and among the ____________________ (“University”) and The Administrators of the Tulane Educational Fund (“Tulane”) on behalf of Tulane National Primate Research Center (Tulane and UNIVERSITY collectively are referred to as the “Parties”).

Recitals

WHEREAS, ____________________, Ph.D. (“Researcher”) has requested temporary access to the Tulane ____________________ (“Tulane XXX”) in order to conduct ____________________ research involving ____________________ (the “Research”).

WHEREAS, Tulane wishes to accommodate Researcher’s request.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions contained in this Agreement, the Parties agree as follows:

ARTICLE 1

RELATIONSHIP AND DUTIES OF THE PARTIES TO THIS AGREEMENT

1.1. FACILITIES

Pursuant to the terms of this Agreement, Tulane will provide Researcher access to the TULANE XXX. The Tulane facilities may be used only for purposes of Research that has been reviewed and approved as described herein.

1.2. RESEARCH EXPENSES

Tulane will incur no expenses for salaries, supplies, equipment, fees or other items resulting from Researcher’s activities pursuant to this Agreement. All such expenses will be the responsibility of University. Researcher will maintain records of Tulane supplies consumed, if any, and Tulane will be compensated for the associated expenses by University within 30 days of invoice. Tulane will address invoices to the University care of:

________________________
________________________
________________________

1.3. GRANT ADMINISTRATION

University and Researcher will be responsible for administering any grant funds associated with Researcher’s activities pursuant to this Agreement. Tulane will bear no responsibility for grant administration. [UNCLEAR WHETHER THIS APPLIES]
1.4. COMPLIANCE AND APPROVALS

A. Compliance.

Researcher agrees to conduct all activities undertaken pursuant to this Agreement in accordance with all applicable federal, state and local laws, regulations, and guidance. Further, Researcher agrees to comply with all applicable Tulane policies and procedures, including (but not limited to) all TULANE XXX policies.

B. Approvals.

Prior to conducting any research on Tulane premises, Researcher must obtain the approval of Tulane’s __________________ Committee [INSERT AS APPROPRIATE IRB, IACUC, etc] and any other committee required by Tulane’s polices.

1.5. EVIDENCE OF NEGATIVE TUBERCULOSIS TEST

Prior to accessing the Tulane facilities or conducting any research on Tulane premises, Researcher will provide TULANE XXX evidence of a current, negative tuberculosis (TB) test.

1.6. CONFIDENTIALITY

If Researcher obtains access to, or if Tulane discloses to Researcher, any information in connection with this Agreement that Tulane requests to be confidential, Researcher agrees to protect the confidential information and not disclose such information to any third party, use the confidential information only to perform the activities contemplated under this Agreement and reproduce such confidential information only as required to perform such activities, unless Researcher receives prior written approval from Tulane to disclose such information. This paragraph will survive the termination of this Agreement.

1.7. INTELLECTUAL PROPERTY

A. All inventions arising out of this Agreement will be promptly disclosed to Tulane XXX. Neither University nor Researcher shall not obtain or attempt to obtain patent coverage on Tulane-provided materials or information, without the express written consent of Tulane. All inventions, patent applications, or patents made during this Agreement which name as an inventor at least one employee of Tulane shall be owned as follows

B. Title to any invention (whether patentable or not) originated, conceived or reduced to practice during Research solely by Tulane employees (“Tulane Invention”) shall be solely owned by Tulane, subject to the option rights of Researcher stated herein. Title to any invention (whether patentable or not) conceived or reduced to practice jointly by Tulane and Tulane employees and University and University employees (“Joint Invention”) shall be jointly owned by the respective parties, and University shall retain its unrestricted right to freely use and license such Joint Invention, even after termination or expiration of this Agreement, subject to any obligations of University and Researcher to Tulane in the event University or Researcher acquires from Tulane the exclusive rights to the Joint Invention under the Patent Rights. Title to
any invention (whether patentable or not) made solely by University or Researcher shall be solely owned by Researcher or University. Inventorship shall be determined in accordance with United States Patent law.

1.8. Publishing and Collaborative Rights

A. Publishing.

Researcher acknowledges that TULANE XXX is the recipient of various federal grants, some of which require that any publication or research product benefiting from TULANE XXX resources acknowledge the source of funding. In the event that there is a publication or presentation resulting from Research conducted at the Tulane, Researcher agrees to give Tulane a copy of any manuscript at the time it is submitted for publication. Tulane will have thirty (30) days to review the manuscript (and recommend changes, as necessary) to determine whether (1) Tulane’s confidential information would be disclosed by the publication; (2) any federal grants need to be referenced in the publication; (3) authorship and other contributions to the Research are properly acknowledged or disclosed in accordance with academic standards and custom; and (4) the publication contains any patentable subject matter or other intellectual property which requires protection. Researcher will also give Tulane the option of receiving an acknowledgement in such publication for its contribution to the Research, if appropriate.

B. Collaborative Rights.

Prior to the commencement of any Research activities conducted pursuant to this Agreement, Researcher will discuss with ______________________ [Tulane representative] or his designee the potential for one or more TULANE XXX researchers to collaborate in such research.

ARTICLE 2

REPRESENTATION

University represents that Researcher is an employee of University, is in good standing, is qualified to perform research in his or her area of specialty, and is not barred in any way from receiving government funds. University will provide Tulane a copy of Researcher’s Curriculum Vitae upon request. University will notify Tulane immediately of any change in Researcher’s employment status.

ARTICLE 3

TERM OF AGREEMENT

The term of this Agreement shall be one year, commencing on the Effective Date. At any given time, any Party may, in its sole discretion, terminate this Agreement without cause by giving the other Party at least thirty (30) days’ prior written notice. Upon notification from either Party, Researcher will notify the appropriate Institutional Animal Care and Use Committee(s) to provide a plan for the orderly transition of the Research and to request closure.
ARTICLE 4
INDEPENDENT CONTRACTOR

It is expressly understood and agreed that, in the performance of activities contemplated by this Agreement, Researcher will at all times act as independent contractors with respect to Tulane, and not as an employee, agent, or faculty member of Tulane. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties. In no event will either Party be liable for the debts or obligations of the other Party, except as otherwise specifically provided in this Agreement. Researcher will not have any claim under this Agreement or otherwise against Tulane for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health, disability, professional malpractice, or unemployment insurance benefits or other employee benefits of any kind. University understands and agrees that (i) Researcher will not be treated as a Tulane employee or faculty member for federal tax purposes; (ii) Tulane will not withhold on behalf of Researcher any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available any of the benefits afforded to employees of Tulane, (iii) all of such payments, withholdings, and benefits, if any, are the sole responsibility of University, and (iv) University will indemnify and hold Tulane harmless from any and all loss or liability arising from its failure to make such payments, withholdings, and benefits, if any.

ARTICLE 5
WAIVER OF LIABILITY

Researcher must execute a waiver of liability in the form set forth on Exhibit A, which is incorporated by this reference.

ARTICLE 6
INDEMNIFICATION

University hereby covenants and agrees to protect, defend, indemnify and hold harmless Tulane, its legal representatives, employees, agents, administrators, officers, affiliates and assigns, and each of them, from and against any claim, loss, damage, cost, expense, liability or injury of any nature whatsoever, including without limitation reasonable attorneys’ fees, arising out of or related to the acts or omissions of Researcher. This indemnification shall survive the term of this Agreement.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1. ENTIRE AGREEMENT; MODIFICATION.

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement among the Parties.
7.2. **COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

7.3. **WAIVER.**

A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver or any subsequent breach or failure.

7.4. **SEVERABILITY.**

If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, then the remainder of this Agreement or the application of such provision to other persons or circumstances will not be affected thereby.

7.5. **NOTICE.**

Any notice required to be given under this Agreement by either Party will be in writing and sent to the other Party as follows:

If to Tulane:
__________________________
__________________________
__________________________

With copy to:
Victoria Johnson, General Counsel
Tulane University
300 Gibson Hall
New Orleans, LA 70118

If to University:
__________________________
__________________________
__________________________

7.6. **GOVERNING LAW AND VENUE.**

This Agreement shall be deemed to be made under the laws of the State of Louisiana and for all purposes shall be construed in accordance with the Laws of the State of Louisiana exclusive of its choice of law provisions.
[UNIVERISTY OF XXXXXXX]  
THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND ON BEHALF OF TULANE NATIONAL PRIMATE RESEARCH CENTER

By: ____________________________  
Name: ____________________________  
Its: ____________________________  

By: ____________________________  
Name: ____________________________  
Its: ____________________________

RESEARCHER

I have read and acknowledge the above.

Name: ____________________________  
Signature: ____________________________  
Date: ____________________________
**Exhibit A**

Waiver of Liability

**FULL RELEASE OF LIABILITY FOR ALL INJURIES**

I understand that in connection with my voluntary conduct of research at the Tulane XXX, I may come into contact with:

- Hazards or conditions which are present in any workplace or other environment;
- communicable or infectious diseases;
- radioactive devices and substances;
- biologically hazardous materials;
- dangerous equipment;
- live animals; and
- other substances or things which are unfamiliar to me, any or all of which could cause serious injury to me, including death.

Additionally, I may be exposed to other potentially harmful situations and equipment commonly encountered in a research facility. As a result, I understand that a possibility exists that I may be seriously injured, sustain serious damages or even die.

**RELEASE AND HOLD HARMLESS:**  In consideration for the research I will be allowed to conduct at the Tulane National Primate Research Center, which I expressly state will be of great value to me and my career, I, ____________________________, DO HEREBY RELEASE AND HOLD HARMLESS THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND, ITS INDIVIDUAL ADMINISTRATORS, OFFICERS, EMPLOYEES, FACULTY, STAFF, AGENTS OR SERVANTS (“TULANE”) FROM ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, CAUSES OF ACTION, KNOWN OR UNKNOWN, OF WHATEVER NATURE, WHETHER FOR PERSONAL INJURY (INCLUDING SERIOUS DISEASE OR DEATH), OR OTHERWISE WHICH MAY ACCRUE TO ME, MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS FOR OR ON ACCOUNT OF MY VOLUNTARY CONDUCT OF RESEARCH AT THE Tulane XXX.

Name: ________________________________

Signature: ______________________________

Date: _________________________________