

## AGREEMENT FOR EDUCATIONAL OR RESEARCH VISITORS

This Agreement for Educational or Research Visitors is executed by \_\_\_\_\_,  
an individual ("**Visitor**"), and \_\_\_\_\_ (if applicable, "**Collaborating  
Institution**").

The University of Mississippi Medical Center ("UMMC") is a state institution of higher learning and a political subdivision of the State of Mississippi having a primary campus at 2500 North State Street, Jackson, Mississippi, 39216 and various satellite locations throughout the state. As the only academic medical center in Mississippi, it houses multiple health science schools, hospitals, and research facilities offering visitors exceptional opportunities for educational observation and research.

Visitor wishes to enhance their scholarly pursuits by observing or assisting in a scholarly project at UMMC.

Visitor observing or assisting in a scholarly project will further the educational and/or research objectives of UMMC in a manner consistent with its mission to improve the health and well-being of patients and the community through excellent training for health care professionals, engagement in innovative research, and the delivery of state-of-the-art health care.

Therefore, the Visitor and, as applicable, Collaborating Institution, agree as follows:

1. **PROJECT.** Visitor may participate in or observe the project described in Attachment A ("Project"), only to the extent described in Attachment B ("Scope of Participation"). Visitor shall not engage in the Project, nor any other activity or project, in any manner not authorized by this Agreement.

2. **DESIGNATION.** Visitor agrees that they will be designated as \_\_\_\_\_ in the \_\_\_\_\_  
for a term beginning \_\_\_\_\_

and ending \_\_\_\_\_. This designation may be extended for additional periods, or terminated prior to the stated end date, in the sole discretion of UMMC.

Visitor will have only those privileges appropriate to the above designation at UMMC and Visitor will only have access to and the opportunity to use appropriate facilities and equipment as outlined in the Scope of Participation, consistent with the objectives of this Agreement and applicable UMMC policies and procedures.

Visitor shall, at all times while subject to this Agreement, abide by and be subject to all applicable UMMC policies, procedures, and guidelines.

Unless otherwise agreed to by UMMC in a signed writing, the Visitor or, if applicable, the Collaborating Institution, shall be solely responsible for any expenses or costs incurred by them under this Agreement, including, but not limited to, wages, fringe benefits, medical expenses, travel, or living expenses. Neither the Visitor nor the Collaborating Institution shall hold UMMC responsible for such payments.

3. **UMMC SPONSOR.** The UMMC Sponsor will be \_\_\_\_\_  
("Sponsor"). If for any reason, that person is unable to continue to serve as the Sponsor, and a successor to that person who is acceptable to UMMC, the Visitor, and if applicable, the Collaborating Institution, is not available then this Agreement may be terminated by UMMC, the Visitor, or the Collaborating Institution

4. **PUBLICATIONS.** UMMC, the Visitor, and if applicable, the Collaborating Institution each has the right to publish and disclose the results of the Project, subject to the rights of, and prescriptions established by, a sponsor of such Project. Before publishing, however, Visitor or Collaborating

Institution shall submit copies of any manuscript proposed for publication to UMMC at least sixty (60) days in advance of the submission for publication or presentation. If UMMC does not request Visitor or, if applicable, the Collaborating Institution to defer publication within thirty (30) days after receipt of the manuscript so that patent applications may be filed, publication may proceed without further delay. In the event UMMC requests to defer publication, Visitor or, if applicable, Collaborating Institution shall not publish or otherwise disclose to any third party any of the information contained in the manuscript until such time as a patent application or other intellectual property protection application has been filed, or the expiration of one-hundred eighty (180) days after the date of submission of the manuscript to UMMC, whichever occurs first. The terms of this Section 4 may be modified as necessary, without need of an amendment, to accommodate the terms of an agreement with a sponsor of the Project.

## **5. INTELLECTUAL PROPERTY.**

**5.1** During the term of this Agreement, the following provisions govern the ownership, rights, and interests of all inventions, discoveries and intellectual property conceived, developed, discovered, or reduced to practice by Visitor in any way related to this Agreement and/or the Project:

**a)** "Inventions" means any and all inventions, improvements, modifications, discoveries, developments, technical information, trade secrets, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether or not patentable or copyrightable that are conceived, developed, discovered, or reduced to practice by Visitor: (i) arising from their performance under this Agreement, (ii) as a result of the use of UMMC funds, equipment, facilities or other resources, (iii) as a result of the use or application of any UMMC intellectual property, (iv) jointly with any UMMC faculty, staff member, student, or another visitor, (v) related to the Project, or (vi) arise from the use of or access to Confidential Information (as defined below).

**b)** Visitor and, if applicable Collaborating Institution, agrees that no title, rights, or interest in or to any Inventions, including associated intellectual property rights including but not limited to rights to patent and copyright are owned, or will be owned or transferred by this Agreement, by or to any person or entity other than UMMC. The provisions of this Section 5 will survive termination of this Agreement for a period of eighteen (18) months following such termination or until such time patent prosecution of any such patent applications is complete, whichever is later. Visitor shall promptly disclose to UMMC all Inventions. UMMC retains all right, title and interest to all Inventions. Visitor and, if applicable, Collaborating Institution agrees to grant and does hereby grant all rights, title, and interest in the foregoing Inventions to UMMC, and will assign and does hereby assign any and all associated patent or other intellectual property rights to UMMC. Visitor and Collaborating Institution (as applicable) shall cooperate with UMMC in providing information and executing all necessary documents to assist UMMC in the preparation of patent or copyright applications or other intellectual property protections (collectively hereinafter referred to as "Patents" or "Patent Applications") associated with such Inventions.

**c)** Promptly upon written disclosure of any Invention by Visitor to UMMC, UMMC shall, if applicable, disclose such Invention to Collaborating Institution. UMMC shall, in a reasonable period, make an independent determination whether it wishes to proceed with the filing of a Patent Application on such Invention. If UMMC chooses not to file a Patent Application UMMC may, to the extent it is legally and contractually able, agree to assign such Invention to Visitor, or if applicable, to Collaborating Institution if such Invention was made solely by Visitor, or, if such Invention was made jointly by Visitor and UMMC personnel, to the extent it is legally and contractually able, UMMC agrees to negotiate in good faith with Visitor and, if applicable, Collaborating Institution, a joint ownership management agreement to such Invention.

**d)** UMMC owns and will own all documents, files, reports, work papers and working documents, electronic or otherwise, created by Visitor in connection with the Project.

**6. CONFIDENTIALITY.** During the term of this Agreement, Visitor may receive or be exposed to information or material which UMMC considers proprietary and which it wishes to be held in confidence. For purposes of this Agreement, "Confidential Information" means nonpublic information

that is identified or designated as being confidential or which, in light of the circumstances under which it was disclosed, whether oral or written, is reasonably apparent to be considered confidential or proprietary information of UMMC. "Confidential Information" includes, without limitation, information which may be contained in materials such as drawings, plans, programs, software, codifications, models, data, specifications, reports, compilations and may also be in the nature of unwritten knowledge and know-how. "Confidential Information" also includes, without limitation, information about potentially patentable discoveries prior to the filing and publication of patent applications relating to those discoveries. Except as required by applicable law, Visitor, and if applicable, Collaborating Institution, shall receive and hold such Confidential Information in confidence to the same degree of care that Visitor, or if applicable Collaborating Institution, uses with its own information of like kind to prevent disclosure to third parties, but under no circumstances less than a reasonable degree of care. This obligation will continue in effect for seven (7) years after the expiration or earlier termination of this Agreement.

Confidential Information does not include information which: (1) is now public knowledge or subsequently becomes such through no breach of this Agreement; (2) is rightfully in the other party's possession prior to disclosure; (3) is rightfully disclosed to the receiving party by a third party; (4) is independently developed by Visitor or Collaborating Institution without use of or access to Confidential Information; or (5) is required to be disclosed by applicable law, provided, however, only to the extent that such information then becomes a matter of public record and the Confidential Information contained within the compelled disclosure shall remain confidential for all other purposes.

Immediately upon request by UMMC, Visitor or Collaborating Institution shall return all Confidential Information and will not retain any copies of any Confidential Information, except as otherwise expressly permitted in writing signed by an authorized signatory for UMMC. All Confidential Information, including copies thereof, are, and will remain, the exclusive property of UMMC, unless otherwise required by applicable law.

7. **PROTECTED HEALTH INFORMATION.** Visitor acknowledges that UMMC is a Covered Entity as defined by the HIPAA Regulations and the Use and Disclosure of patient information is governed by both federal and state regulations, as well as the related policies and procedures of UMMC. Therefore:
  - 7.1 Visitor shall hold all protected health information (PHI) received (or which may be received in the future) as confidential and will not disclose it in any manner whatsoever, in whole or in part, except as authorized by UMMC in writing and such information will not be used other than in connection with this Agreement.
  - 7.2 Visitor shall immediately report any unauthorized use or disclosure of confidential health information to the Sponsor, and the UMMC Privacy Officer.
  - 7.3 Immediately upon request by UMMC, Visitor shall return all PHI and will not retain any copies of any PHI, except as otherwise expressly permitted in writing signed by the Executive Director of the Office of Integrity and Compliance. All PHI, including copies thereof, are and will remain the exclusive property of UMMC, unless otherwise required by applicable law.
  - 7.4 Obligations of confidentiality and nonuse under this Section 7 shall survive cancellation, termination, expiration or completion of this Agreement.
  
8. **ACKNOWLEDGEMENT OF PRIVACY TRAINING.** The Health Insurance Portability Act of 1996 (HIPAA) requires our privacy officer to train certain individuals on UMMC health information privacy policies and procedures relevant to the HIPAA Omnibus Standards of 2013 which also includes HI-TECH, Protected Health Information, Electronic Protected Health Information (ePHI) and Electronic Health Records (EHR). All Visitors with access to PHI are trained with updates periodically as State and Federal mandates require. HIPAA also requires that UMMC keep documentation that the training was completed for six years after the training has been completed. By signing this Agreement, Visitor certifies that they have received, read, understood, and agree to abide by UMMC policies and procedures regarding HIPAA, HI-TECH, EHRs, ePHI and PHI.
  
9. **INDEMNIFICATION/WARRANTIES.** Collaborating Institution and Visitor shall indemnify, defend and hold UMMC and its officers, faculty, employees, agents, and directors, harmless from any loss, expense (including attorney's fees), cost liability, damage or claim (hereinafter collectively

"Losses") arising out of the negligence, gross negligence or other wrongful acts or omissions of their respective employees and agents, including Visitor.

UMMC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FOR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER DISCOVERABLE OR NOT DISCOVERABLE. IN NO EVENT SHALL THE MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING, UMMC, THE TRUSTEES, OR ANY OFFICERS, AGENTS OR EMPLOYEES THEREOF BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOSS OF PROFITS, REGARDLESS OF WHETHER UMMC SHALL BE ADVISED OF, SHALL OTHERWISE HAVE REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY THEREOF.

10. **TERM AND TERMINATION.** This Agreement shall be in effect throughout the designation period identified in Section 2 above, including any agreed upon extension granted by UMMC (referred to herein as the "Term"). UMMC may terminate this Agreement at any time, in whole or in part, at the convenience of UMMC. Written notice of termination will be provided by UMMC.
11. **IMPLIED LICENSE.** Except as expressly provided in this Agreement, nothing contained herein will be implied to grant UMMC, Visitor, or Collaborating Institution (as applicable) any license with respect to the intellectual property or tangible property of UMMC, Visitor, or Collaborating Institution (as applicable). Title to all Collaborating Institution intellectual property and tangible property will remain solely with Collaborating Institution and title to all Visitor intellectual property and tangible property will remain solely with Visitor. Visitor and Collaborating Institution (as applicable) agree that title to all UMMC intellectual property and tangible property will remain solely with UMMC.
12. **WAIVER.** No waiver of or any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing signed by the waiving party.
13. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Agreement will remain in full force and effect.
14. **USE OF NAMES.** Visitor and Collaborating Institution (as applicable) shall not use the names, logos, trademarks, or any other mark or image of UMMC in any advertising or other form of publicity without the written permission of UMMC.
15. **NOTICES.** Any notices required to be given or which will be given under this Agreement must be in writing delivered by personal delivery, first class or certified mail, or overnight courier addressed to the UMMC, Collaborating Institution (as applicable), or Visitor, respectively, as follows with such notice being deemed to have been given on the date so mailed:

UNIVERSITY OF MISSISSIPPI MEDICAL  
CENTER

COLLABORATING INSTITUTION

Office of the Associate Vice Chancellor for Research  
Translational Research Center, Ste 301  
2500 N. State Street  
Jackson, MS 39216

Insert name and address  
of visitor's home university/ employer. Exception: if  
research educational observer or research  
volunteer, list individual's name and address

With a copy to the UMMC Office of General Counsel at  
the same address.

16. **ASSIGNMENT.** Visitor or Collaborating Institution (as applicable) shall not assign this agreement to any other party without the prior written consent of UMMC.
17. **GOVERNING LAW.** This Agreement will be construed, governed, interpreted, and applied in accordance with the laws of the State of Mississippi, U.S.A. and the laws of the United States without regard to its choice of law or conflicts of law rules or principles,
18. **GOVERNING LANGUAGE.** In the event that a translation of this Agreement is prepared and signed for the convenience of any party, this English language version will be the official version and will govern in the event of any conflict.
19. **EXPORT CONTROLS AND RESTRICTED PARTY SCREENING.** It is understood that UMMC is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Regulation 1996). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurance by the Visitor and Collaborating Institution that neither the Visitor nor the Collaborating Institution will re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While UMMC will cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, UMMC cannot guarantee that such licenses will be granted. It is also understood that the United States Government prohibits U.S. Persons, including educational institutions, from conducting business with persons and entities designated as restricted parties (Specially Designated Nationals and Blocked Persons - SDNs) on any federal restricted party listings. These restricted party lists are administered and enforced by multiple U.S. Government Agencies, including the Department of Commerce, Department of State, the Department of the Treasury, the Federal Bureau of Investigations, Department of Homeland Security, and others. Collaborating Institution and Visitor represent and warrant that it/he/she/they are not now and at no time have been nor will they become during the term of this Agreement, designated a restricted party on any federal restricted party listings. The process of checking all required lists is referred to as Restricted Party Screening (RPS). Prior to any transaction involving visiting personnel in any capacity, whether compensated or not, the Collaborating Institution and Visitor must be screened via the RPS to ensure UMMC is not conducting business with a denied person or entity. Collaborating Institution and Visitor agree to comply with UMMC's reasonable request for information for this purpose, and agree that such information may be retained by UMMC to accomplish the same. The Visitor and Collaborating Institution shall immediately notify UMMC of any threatened, proposed, or actual designation as a restricted party on any federal restricted party listings, or of any change in information that might require an update or modification to the information provided to UMMC hereunder.
20. **INDEPENDENT CONTRACTOR.** Collaborating Institution and Visitor will at all times be regarded as and will be legally considered an independent contractor and neither Visitor nor any other employees of Collaborating Institution will, under any circumstances, be considered servants, agents or employees of UMMC, and UMMC will at no time be legally responsible for any negligence or other wrongdoing by Visitor, Collaborating Institution, its partners, principals, officers, agents, employees or representatives. UMMC will not be responsible for any federal or state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of Visitor, Collaborating Institution or any of its partners, principals, officers, agents, employees or representatives. UMMC will not provide Visitor, Collaborating Institution or its partners, principals, officers, agents, employees or representatives any insurance coverage or other benefits, including without limitation Workers' Compensation coverage. Visitor or Collaborating Institution's personnel will not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of UMMC. Nothing contained in this agreement or otherwise will be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any similar relationship between UMMC and Collaborating Institution or Visitor. At no time will Collaborating Institution or Visitor be authorized to act on behalf of and bind UMMC in any agreement or other relationship, and at no time will Collaborating Institution or Visitor act or hold itself/himself/herself as an agent for or of UMMC.

**21. REPRESENTATIONS.** Visitor and Collaborating Institution (as applicable) represent and certify that: (i) they/he/she have the full power and authority to make and perform this agreement and will comply with all applicable laws, regulations and policies; (ii) the making and/or performance of this Agreement does not violate any of its/his/her agreements with any third party; and (iii) they/he/she will do nothing to interfere with or impair any other party's rights under this Agreement.

**22. ENTIRE AGREEMENT.** Visitor and Collaborating Institution (as applicable) hereto acknowledge that this Agreement together with any exhibits, schedules or other attachments specified herein, sets forth the entire agreement and understanding as to the subject matter hereof, and the agreement will not be subject to any change or modification except by the execution of a written instrument signed by UMMC. Accordingly, this agreement supersedes all prior agreements or understandings, written or oral, as to the subject matter hereof.

**IN WITNESS WHEREOF,** the Visitor and Collaborating Institution (as applicable) have executed this Agreement the day and year set forth below.

**Collaborating Institution**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

I, Visitor, have read this Agreement for Educational or Research Visitors. I hereby acknowledge and agree to the terms hereof and my obligations as described herein.

\_\_\_\_\_ [signature]

Printed Name of Visitor: \_\_\_\_\_

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