



AGREEMENT FOR EXTERNAL ACADEMIC RESEARCH SCIENTIST

On the recommendation of Dr. T-C He, Associate Professor OSRM [INSERT PI NAME/TITLE] (the Sponsor), the University of Chicago (the "University") invites Dr. Zhang Wei [INSERT NAME] ("You") to visit the University as an External Academic Research Scientist (EARS), subject to the terms of the Memorandum of Understanding, dated 5 Jan 2019 [INSERT DATE], between the University and National Medical University [INSERT HOME INSTITUTION], and the training plan attached to this agreement.

[NOTE: the details of the training plan do not need to be integrated into this document; those details should be proposed to the dean's office, reviewed and endorsed before the invitation is conveyed.]

You, your home institution, and the University agrees as follows:

- 1) Your association with the University will begin on or about 1 July 2019 [INSERT START DATE] and conclude on or before 30 June 2020 [INSERT END DATE] unless sooner terminated by you, your home institution or the University. If your home institution employment ends before the planned end of your visit to the University, your association with the University will automatically end at the same time.
- 2) Your status as an EARS does not create an employment relationship between You and the University. Accordingly, You will not be entitled to any salary or benefits available to employees of the University.
- 3) You will not be entitled to reimbursement by the University for any expenses you incur as a result of your status as an EARS.
- 4) During your association with the University, You will comply with the University's statutes and policies applicable to its academic appointees and staff, even though You are not an employee of the University, and You agree to follow the directions and guidance of the Sponsor and other authorized University personnel. Links to most University policies are available at <http://adminet.uchicago.edu/adminpols/pols-index.shtml>.
- 5) During your association with the University, You may acquire information, data, procedures and techniques that are confidential, proprietary information of the University or of third parties to whom the University has obligations of confidentiality. You agree not to disclose this information to others and not to use such information except as necessary in the course of your association with the University and solely for the University's benefit. Your non-disclosure agreement does not apply to information that is published, already known to You, or received by You from other non-infringing sources. You agree to consult with your Sponsor if you have any doubt or questions about what constitutes confidential and proprietary information.
- 6) You hereby assign to the University all of your rights, title and interest in and to any inventions and discoveries that arise or may arise from research or other activities You carry out at the University or with substantial aid of University facilities or funds administered by it. You agree to cooperate by promptly disclosing to the University, and providing all requested information regarding, all such inventions and discoveries and by executing all agreements and other documents necessary to protect the University's rights in those inventions and discoveries.
- 7) During your association with the University, you may have access to digital publications, data, information, software and the like that have been licensed to the University. You may use these materials only while at the University, solely to the extent necessary in connection with your association with the University, and consistent with the applicable licensing agreements. You may not retain copies of any such materials after the expiration of you status as an EARS or transmit those materials to others who are not authorized to access them.
- 8) This agreement supersedes any previous associations or appointments You may have had at the University.
- 9) The University may terminate this Agreement and Your access to the University's facilities and University-licensed materials at any time and in its sole discretion with or without prior notice.
- 10) You agree to indemnify and hold harmless the University against any claims, losses or associated expenses arising out of Your association with or presence at the University, except to the extent caused by the University's sole gross negligence.

MEMORANDUM OF UNDERSTANDING
ESTABLISHING AN ADVANCED TRAINING COLLABORATION BETWEEN

National Medical University [HOME INSTITUTION]

and

THE UNIVERSITY OF CHICAGO

This Memorandum of Understanding ("MOU"), dated January 5, 2019 [INSERT EFFECTIVE DATE] (the Effective Date), entered into by National Medical University [INSERT HOME INSTITUTION] and University of Chicago (the "Parties" and/or "Party").

To advance the research training of academic appointees of National Medical University [INSERT HOME INSTITUTION], the National Medical University [INSERT HOME INSTITUTION] and the University of Chicago hereby agree to initiate research cooperation as follows:

1. Purpose: This MOU establishes the framework for a collaboration between the Parties designed to promote advanced research training of members of the faculty of National Medical University [INSERT HOME INSTITUTION].
2. Scope: The collaboration between the National Medical University [INSERT HOME INSTITUTION] and the University of Chicago will consist of the training of External Academic Research Scientists ("EARS") in laboratories at the University of Chicago.
3. Implementation: Each EARS will be invited by the University to train in the laboratory of a PI who will mentor the EARS. To accept the invitation, each EARS must agree to be governed by the policies of the University of Chicago that are applicable staff and academic appointees. An invitation is not authorized unless endorsed by the University's Office of Provost. Acceptance only occurs when the invitation is returned to the University with the signature of an authorized signer at National Medical University [INSERT HOME INSTITUTION] and the prospective EARS.
4. Mandatory support for each EARS:
 - A. The [INSERT HOME INSTITUTION] agrees to provide:
 - a. At least \$4,000 in US wages per month to each EARS*
 - b. Medical and other insurance*
 - c. An allowance for accompanying family members
 - d. The full cost of round-trip travel to Chicago
 - e. Allowance for reasonable travel to professional meetings
 - f. Allowance for reasonable research supplies
 - g. _____
[INSERT OTHER ITEMS AS NEEDED]
 - B. The University of Chicago agrees to
 - a. Facilitate any visa application required for each EARS.

5. Coordinators. Each Party shall designate a coordinator to oversee and facilitate the implementation of this MOU, provide their contact information, and timely communicate and cooperate with all reasonable requests.

Administrative Coordinator for [INSERT HOME INSTITUTION CONTACT]:

Dr. Wang Wei, MD, Dean for Faculty, wangwei47@nmu.edu.cn, +86 10 2345 6789

Administrative Coordinator for The University of Chicago:

Dr. Martin Feder, PhD, Dean for Academic Affairs, BSD, m-feder@uchicago.edu, 773 299-8096

6. Future Cooperation: This MOU is entirely independent of future cooperation on subsequent collaborations, which will require separate agreements.

7. Term and Termination: Either Party may terminate this Agreement for any reason by providing written notice to the designated Administrative Coordinator. If this Agreement is terminated, all EARS at the University will no longer be affiliated with the University.

8. General:

a. Intellectual Property: The Parties agree that every EARS will sign an assignment of future rights to all intellectual property created while at the University of Chicago, in compliance with its Patent Assignment Policy.


b. Export Control: The Parties understand that activities under this Agreement may be subject to applicable export control laws and thus each Party shall be responsible for compliance with such laws.

c. Entire Agreement. This MOU constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral and written agreements.

d. Authorized Signatures: The signatory for each Party certifies that he or she has the authority to enter into this agreement.

e. Notice: Any notice required by this MOU shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by internationally recognized overnight delivery service, or personally served upon the appropriate Party.

For the University of Chicago:  Date: 4 Jan 2019

For [ON BEHALF OF HOME INSTITUTION]:  Date 2019 5 January

Name/Title of Authorized Institutional Official

For the University of Chicago: I.M. Smith, Deputy Provost

For the Home Institution: Dr. Li Qiang, Executive Dean and Vice-President, School of

Medicine, National Medical University, Beijing, PRC