

**The Institute for Genomic Research
Visiting Scientist Agreement**

In the course of this visit, I may receive proprietary and confidential technology, inventions, biological materials, or information about or pertaining to TIGR, or to other entities or individuals that is not generally available to the public ("Confidential Information"). I hereby agree to maintain in absolute confidence all Confidential Information provided to me in the course of my visit at TIGR and thereafter. I further agree that I will not divulge to or discuss with anyone any Confidential Information about or pertaining to TIGR, or its affairs without the express, advance written permission of an authorized representative of TIGR.

I have been informed that The Institute for Genomic Research, hereinafter referred to as TIGR, may have entered into various agreements for research by reason of which TIGR may incur obligations to third parties with respect to any inventions, copyrights, computer software and trademarks thereon, semiconductor mask works and tangible research property (hereinafter "Intellectual Property") relating to the work thereunder. I am also aware that TIGR may acquire rights itself with respect to Intellectual Property involving the use of funds or facilities administered by it.

In order that TIGR may fully carry out its obligations in consideration of either (a) my present or subsequent employment by TIGR, (b) my present or subsequent assignment to TIGR, or (c) the availability to me of opportunities to perform sponsored research or to use funds or facilities administered by TIGR, I hereby agree that I shall promptly communicate to the TIGR Intellectual Property Counsel (1) all Intellectual Property discovered, invented or authored by me in the field of work of any sponsored program in which I participate, which I may conceive during the term of my work on the program or which may be first actually reduced to practice in connection with the program, and (2) all Intellectual Property discovered, invented or authored by me, the conception or actual reduction to practice of which involves the use of funds or facilities administered or maintained by TIGR, whether provided by the Federal Government or other sponsor or by TIGR. I shall keep in confidence all information relating to the Intellectual Property in items (1) and (2), and to the Intellectual Property of others made at TIGR which is or shall be the subject of patent applications and shall not disclose or use same without written permission from TIGR until patent applications on said Intellectual Property have been filed with the United States Patent and Trademark Office or a decision has been made not to file patent applications thereon, unless said Intellectual Property becomes available to the public through no fault of my own. I further agree to do whatever is necessary to apply for and take out patents, copyrights and trademarks on any such Intellectual Property, and to assign all rights to such Intellectual Property and any and all patents and patent applications, copyrights and trademarks thereon, to TIGR (or its designate) as and when requested in order that TIGR may fulfill the obligations referred to above or the provisions of TIGR's policies. The assignment of such Intellectual Property rights shall be carried out without any compensation from TIGR.

I agree to assign to TIGR (or its designate), without compensation, any and all copyrights and reproduction rights to any material written or prepared by me in connection with my work, where such assignment is required to fulfill the terms of any sponsored program on which I am engaged.

I agree to maintain accurate and complete laboratory notebooks and/or other written documentation that is appropriate for the purpose of this visit, as determined by TIGR. At the close of this Agreement, I shall submit the original copy of all and any such documentation including any reports and/or any other outstanding items to _____ prior to the last day of my visit. I understand that I may retain a copy for my files.

VISITING SCIENTIST:

Signature: _____

Printed Name: _____

Title: _____

Institution/Organization: _____

Date: _____

THE INSTITUTE FOR GENOMIC RESEARCH:

Name: _____

William Nierman, Ph.D.

Title: Vice President for Research

Date: _____

Cc: Human Resources

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