

#13045F

VISITING STUDENT TRAINEE AGREEMENT

(Shicheng Guo)

This Visiting Student Trainee Agreement ("Agreement"), effective as of Nov 1st, 2012, is made and entered into by and between The University of Texas Health Science Center at Houston ("UTHealth") and Shicheng Guo ("Visiting Student Trainee"). Based upon the Recitals below and for good and valuable consideration, the parties hereby agree as follows:

RECITALS

- A. UTHealth is an agency of the State of Texas, an institution of higher education within The University of Texas System, and a comprehensive academic health center.
- B. Visiting Student Trainee is a student of the School of Life Sciences, Fudan University ("Home Organization") in Shanghai, China, and desires to temporarily collaborate at UTHealth and serve as a visiting student trainee in the UTHealth School of Public Health in the Department of Biostatistics.
- C. UTHealth is agreeable to Visiting Student Trainee collaborating at its facilities provided that Visiting Student Trainee's activities and presence do not adversely impact UTHealth.
- D. Accordingly, UTHealth and Visiting Student Trainee are entering into this Agreement in order to set forth the terms and conditions under which Visiting Student Trainee may collaborate at UTHealth's facilities.

AGREEMENT

- 1. Home Organization Student. Visiting Student Trainee will remain a student of Home Organization. Visiting Student Trainee will be responsible for paying the appropriate amount of all applicable federal, state, local, and international taxes with respect to all compensation and monies paid to Visiting Student Trainee and for filing all appropriate forms for tax purposes. Moreover, Visiting Student Trainee will be responsible for Visiting Student Trainee's relocation to and from Houston, and Visiting Student Trainee will be responsible for Visiting Student Trainee's own housing, transportation, parking, meals, and other personal needs while collaborating at UTHealth's facilities. Notwithstanding any other provision of this Agreement, Visiting Student Trainee will not be entitled to receive any salary, compensation, financial remuneration and benefits, and fringe benefits from UTHealth or the UT System, and in particular, Visiting Student Trainee will not be entitled to receive from UTHealth or the UT System any portion of any royalties or proceeds from any inventions made by Visiting Student Trainee while collaborating at UTHealth. For no purposes will Visiting Student Trainee be considered an employee of UTHealth.

2. Abide by UTHealth Policies. Visiting Student Trainee will be subject to and must abide by all of the UTHealth's guidelines, policies, procedures, rules and regulations, including all premises rules applicable to UTHealth's facilities, unless otherwise provided herein or exempted by UTHealth. UTHealth will have the right to (a) arrange for emergency health care for Visiting Student Trainee if needed while Visiting Student Trainee is on-site at UTHealth, but UTHealth will not be responsible for costs, follow-up care, or hospitalization associated with such emergency care; and (b) immediately terminate this Agreement if UTHealth determines that: (i) the presence of Visiting Student Trainee has a detrimental or disruptive effect upon UTHealth's facilities, patients, or personnel; (ii) Visiting Student Trainee is compromising UTHealth's standards of care or performance; (iii) Visiting Student Trainee fails to abide by the terms of this Agreement or any UTHealth guidelines, policies, procedures, rules, or regulations, (iv) Visiting Student Trainee fails to satisfy and maintain all legal requirements to remain in the United States and participate in the collaboration/training contemplated hereunder, and/or (v) UTHealth determines that it requires for its own needs any space allocated to Visiting Student Trainee.
3. Health Screenings. As a requirement of collaborating at UTHealth, Visiting Student Trainee must provide proof of a history of vaccinations sufficient to meet the guidelines of UTHealth's Department of Human Resources, including proof of a negative tuberculosis screening test. If Visiting Student Trainee cannot provide proof of a negative tuberculosis screening test, Visiting Student Trainee must successfully undergo tuberculosis screening through UTHealth's Department of Health Services. UTHealth reserves the right to terminate this Agreement if Visiting Student Trainee does not meet UTHealth's health criteria.
4. Authorization. It is the responsibility of the Visiting Student Trainee to obtain all necessary authorizations and visas to collaborate/train in the United States. UTHealth will assist Visiting Student Trainee and provide all required documents and signatures.
5. Confidential Information.
 - a. Any and all information that Visiting Student Trainee creates or obtains as a result of Visiting Student Trainee's presence at UTHealth's facilities (the "Confidential Information") will be the confidential information of UTHealth.
 - b. Visiting Student Trainee must keep confidential and may not disclose to any individual or entity, including to Home Organization, any Confidential Information. Visiting Student Trainee also may not use any Confidential Information in a manner that is adverse to or competes with UTHealth, the principal investigator of any research from which Confidential Information arose or was generated, or any third party participant, collaborator, supporter, or sponsor of any research or activity. Visiting Student Trainee also may not publish any articles or make any presentations on or including Confidential Information without the prior written consent of a principal investigator of research from which Confidential Information arose or was generated, which consent will be in the sole and absolute discretion of such principal investigator.

- c. If Visiting Student Trainee obtains any health or medical information of any patient of UTHealth, then, unless disclosure has been authorized by the patient or by law, Visiting Student Trainee must hold in confidence the identity of the subject and the health/medical information of such person and Visiting Student Trainee must comply with applicable laws and UTHealth's policies regarding the confidentiality of such information.
6. Permissible Activities: Assignment of Intellectual Property. Visiting Student Trainee's activities at UTHealth will be limited to research and other academic activities. Visiting Student Trainee will initially collaborate under the supervision of Dr. Momiao Xiong in Dr. Xiong's laboratory, but subject to the mutual agreement of UTHealth and Visiting Student Trainee, Visiting Student Trainee may collaborate with another laboratory or department. To the extent an invention or other intellectual property arises from such research and activities, the invention and intellectual property will automatically be owned by UTHealth. Visiting Student Trainee hereby assigns any and all inventions and creations, whether or not patentable, that are created by Visiting Student Trainee during the term of this Agreement (the "Intellectual Property") to the Board of Regents of The University of Texas System ("Board"), on behalf of UTHealth. Visiting Student Trainee shall sign any and all documentation that is required to perfect or evidence this assignment and all documents reasonably necessary for the Board and UTHealth to protect Intellectual Property.
7. Prohibited Medical Activities. Visiting Student Trainee shall not, and UTHealth shall not allow Visiting Student Trainee to, engage in: (i) the diagnoses of disease or other conditions in humans; or (ii) the cure, mitigation, therapy, treatment, treatment planning, or prevention of disease in humans or to affect the structure or function thereof, irrespective of whether or not Visiting Student Trainee is certified or qualified for any of the foregoing. UTHealth may allow Visiting Student Trainee to observe patients provided that UTHealth has obtained any necessary consent and/or authorization documents from the patient, has otherwise complied with all applicable laws and regulations related thereto, and directly supervises such observation.
8. Indemnification. Visiting Student Trainee will be responsible for the acts and omissions of Visiting Student Trainee. VISITING STUDENT TRAINEE WILL INDEMNIFY, HOLD HARMLESS, AND, SUBJECT TO THE STATUTORY DUTIES OF THE TEXAS ATTORNEY GENERAL, DEFEND UTHEALTH AND THE UNIVERSITY OF TEXAS SYSTEM AND THEIR REGENTS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL LOSSES, COSTS, EXPENSES, AND/OR DAMAGES INCURRED OR SUSTAINED BY ANY OF THEM AND ARISING FROM OR RELATED TO (i) ANY AND ALL CLAIMS, CAUSES OF ACTION, AND JUDGMENTS ARISING FROM OR RELATED TO ANY BREACH OF THE TERMS OF THIS AGREEMENT, AND/OR (ii) ANY AND ALL CLAIMS, CAUSES OF ACTION, AND JUDGMENTS ARISING FROM OR RELATED TO THE INJURY OR DEATH OF ANY PERSON AND/OR THE DAMAGE TO PROPERTY THAT ARISE, DIRECTLY OR INDIRECTLY, FROM THE INTENTIONAL, WRONGFUL, OR NEGLIGENT ACT OR OMISSION OF VISITING STUDENT TRAINEE.

9. Term and Termination.

- a. It is anticipated that Visiting Student Trainee will collaborate as a Visiting Student Trainee at UTHealth for a period of approximately four (4) months, beginning on or about December 01, 2012 and through March 31, 2013.
- b. Visiting Student Trainee's collaboration may be extended beyond the initial term upon the mutual agreement of UTHealth and Visiting Student Trainee, and if Visiting Student Trainee's collaboration is extended, this Agreement will continue to apply and will govern the entire period during Visiting Student Trainee's activities at UTHealth.
- c. Either party may terminate this Agreement at any time immediately upon notice to the other party.
- d. Upon termination of this Agreement, Visiting Student Trainee will immediately vacate UTHealth premises and cease and desist all use of UTHealth facilities.
- e. Any such termination will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

10. No Assignment. Visiting Student Trainee may not assign or in any matter transfer its interests in this Agreement without the express written consent of UTHealth.

11. Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed as creating the relationship of principal and agent, employer and employee, borrowed servant, or of partnership or of joint venture between the parties. Neither party will represent itself to be an agent or representative of the other party hereto.

12. Jurisdiction. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Texas (exclusive of its choice of law provisions). Subject to the sovereign immunity of the State of Texas, any legal proceedings arising out of this Agreement must be brought in a state or federal court in Harris County, Texas. English is declared to be the official language of this Agreement.

13. Headings. The headings included herein are for convenience only and will not be used to construe this Agreement.

14. Waiver and Enforceability. Failure of a party to enforce a right under this Agreement will not act as a waiver of right or the ability to later assert that right relative to the particular situation involved. If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless will remain enforceable.

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15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
16. Limitations. Visiting Student Trainee is aware that there are constitutional and statutory limitations on the authority of UTHealth (a state agency) to enter into certain terms and conditions, and the terms and conditions of this Agreement will not be binding on UTHealth except to the extent authorized by the laws and Constitution of the State of Texas.
17. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements, understandings, negotiations or representations, whether oral or written, between the parties. No amendment of this Agreement will be effective unless it is in writing that is signed by the party against whom enforcement of agreement is sought.

ACCEPTED AND AGREED TO:

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER
AT HOUSTON:

SHICHENG GUO:

By: T. Kevin Dillon
T. Kevin Dillon
Senior Executive Vice President
Chief Operating and Financial Officer
The University of Texas Health Science
Center at Houston

By: Shicheng Guo
Shicheng Guo

Date: 10/24/12

Date: Oct 13th 2012

Approved as to Content:

By: Bruce D. Butler, Ph.D.
Bruce D. Butler, Ph.D.
Vice President for Research and Technology
Global Health Initiatives
The University of Texas Health Science
Center at Houston

Date: 10-23-12