

EDUCATIONAL EXPERIENCE PROGRAM AGREEMENT
BETWEEN
WILLIAM MARSH RICE UNIVERSITY
AND
BAYLOR COLLEGE OF MEDICINE

This EDUCATIONAL EXPERIENCE PROGRAM AGREEMENT ("Agreement"), effective as of August 1, 2016, is hereby made and entered into by and between William Marsh Rice University ("Rice"), and Baylor College of Medicine ("BCM"). Based upon the Recitals below and for good and valuable consideration, the parties hereby agree as follows:

RECITALS

- A. Rice and BCM are parties to an Inter-Institutional Agreement dated April 1, 2015. Pursuant to Article IV of the Inter-Institutional Agreement, the Parties wish to further delineate the terms and conditions under which students enrolled at one of the Parties (the "Home Institution") and engage in collaborations or other research or educational activities for academic credit at the other Party (the "Visiting Institution"). Students of the Home Institution engaged in in collaborations or other activities for academic credit at the Visiting Institution are hereafter referred to as "Visitors".
- B. The Parties are agreeable to having Visitors collaborate or engage in other research or educational activities at the Visiting Institution for academic credit awarded by the Home Institution provided that a Visitor's activities and presence do not adversely impact the Visiting Institution.
- C. Accordingly, the Parties are entering into this Agreement in order to set forth the terms and conditions under which Visitor may collaborate or engage in other research or educational activities for academic credit at the Visiting Institution.

AGREEMENT

- 1. Home Institution Student. Visitor will remain a student of Home Institution and therefore Visitor will receive all financial aid, stipends or other benefits from Home Institution. Home Institution and Visiting Institution agree to collaborate around student services to support the Visitor and also to ensure compliance with American with Disabilities Act requirements. Home Institution will be responsible for deciding what, if any, academic credit will be awarded at Home Institution for any collaboration or research or educational activities Visitor engages in at Visiting Institution. (Enrollment by a Visitor in courses offered by Visiting Institution shall be governed by Section 4.2 of the Inter-Institutional Agreement.) Visitor will be responsible for Visitor's own housing, transportation, parking, meals, and other personal needs while engaged in activities at Visiting Institution. Notwithstanding

any other provision of this Agreement, Visitor will not be entitled to receive any salary, stipend, compensation, financial remuneration or fringe benefits from Visiting Institution.

2. Visitor Participation Agreement. Prior to Visitor commencing activities at Visiting Institution, Visitor, the Home Institution and Visiting Institution shall complete and execute a Visitor Participation Agreement ("Participation Agreement") in the form attached hereto as Exhibit 1.
3. Abide by Visiting Institution's Policies. Visitor will be subject to and must abide by all of the Visiting Institution's guidelines, policies, procedures, rules and regulations, including all premises rules applicable to Visiting Institution's facilities. Visitor must be able to communicate appropriately in English with Visiting Institution's personnel. Visiting Institution will have the right immediately to dismiss Visitor from Visiting Institution if Visiting Institution determines that: (i) the presence of Visitor has a detrimental or disruptive effect upon Visiting Institution's facilities, patients, subjects, students or personnel; (ii) Visitor is compromising Visiting Institution's standards of care or performance; (iii) Visitor fails to abide by the terms of this Agreement or any of Visiting Institution's guidelines, policies, procedures, rules or regulations; (iv) Visitor fails to satisfy and maintain all legal requirements to study, as applicable, in the United States; and/or (v) Visiting Institution determines that it requires for its own needs any space allocated to Visitor.
4. Health Screenings and Health Insurance. As a requirement of engaging in activities at Visiting Institution, Visitor must provide proof of current coverage that the Visitor has health insurance and compliance with the Visiting Institution's current health status requirements, which may include proof of a negative tuberculosis screening and drug test. If Visitor cannot meet the Visiting Institution's current health insurance and health status requirements, Visiting Institution reserves the right to refuse Visitor participation in any collaboration or research or educational activities at Visiting Institution. The Visiting Institution shall make Visitor aware of any such health insurance and health status requirements prior to the time Visitor is scheduled to begin participation in any activities at Visiting Institution.
5. Confidential Information.
 - a. Except for the research activities and research results of Visitor intended for academic credit or publication pursuant to the Participation Agreement, and any related inventions or other intellectual property discovered by Visitor (as contemplated in the Participation Agreement), any and all non-public information that Visitor receives or obtains as a result of Visitor's activities at Visiting Institution (the "Confidential Information") will be the confidential information of Visiting Institution. Confidential Information shall not include such portions of information which (i) are or become generally available to the public through no breach of this Agreement by Visitor or Home Institution, (ii) become available to Visitor or Home Institution on a non-

confidential basis from a source (other than Visiting Institution or its agents) which is not prohibited from disclosing such portions of the Confidential Information to Visitor or Home Institution by a contractual, legal or fiduciary obligation to Visiting Institution; or (iii) Visitor or Home Institution can demonstrate that the information in question was or is developed by Visitor or Home Institution independently of its knowledge of or access to Confidential Information. If Visitor or Home Institution is required by law or regulation or requested by any governmental agency or as part of the judicial process to disclose any Confidential Information, Visitor or Home Institution shall use its reasonable efforts under the circumstances (a) to provide Visiting Institution with prompt notice so that Visiting Institution may seek a protective order or other appropriate remedy, and (b) to furnish only that portion of the Confidential Information which is required to be furnished.

- b. For a period of five (5) years from the effective date of the applicable Participation Agreement, Visitor (and Home Institution to the extent it learns such information) must keep confidential and may not disclose to any individual or entity any Confidential Information. Visitor (and Home Institution to the extent it learns such information) also may only use the Confidential Information for the purpose of the specific project or collaboration effort for which Visitor is present at Visiting Institution, and not for any other purposes.
 - c. If Visitor (and Home Institution to the extent it learns such information) obtains any health or medical information of any patient or subject of Visiting Institution, then unless disclosure has been authorized by the patient or subject or by law, Visitor (and Home Institution to the extent it learns such information) must hold in confidence indefinitely the identity of the patient or subject and the health/medical information of such person, and Visitor (and Home Institution to the extent it learns such information) must comply with applicable laws and Visiting Institution's policies regarding the confidentiality of such information.
6. Permissible Activities; Intellectual Property. Visitor's activities at Visiting Institution will be limited to collaboration, research and other educational activities as detailed in the Participation Agreement. Visitor shall be under the supervision of a Visiting Institution employee while pursuing activities at Visiting Institution. To the extent an invention or other intellectual property arises from such research and activities, as among Visitor, Visiting Institution and Home Institution, the inventorship of such invention and intellectual property shall be determined in accordance with United States patent law or other applicable United States law, and ownership of such invention and intellectual property shall be as follows: (a) title to inventions and intellectual property invented or developed solely by Home Institution's employee(s) or students shall reside in Home Institution or follow Home Institution's Intellectual Property policies; (b) title to inventions and intellectual property invented or developed solely by Visiting Institution's employee(s) or students shall reside in Visiting Institution or follow Visiting Institution's Intellectual Property policies; and (c) title to inventions and intellectual property invented or developed jointly by

employees or students of Home Institution and Visiting Institution shall be jointly owned by both parties. Visitor shall be permitted to use for academic credit or publish the results of any research performed, provided, however, Visiting Institution has an opportunity to review the materials/information proposed for publication to ensure that none of its Confidential Information or identifiable patient or subject information or data is included therein. Accordingly, Visitor shall submit a copy of any proposed publication or presentation to the principal investigator(s) at Visiting Institution for review and comment at least thirty (30) days prior to such publication or presentation and Visitor agrees to delete any Visiting Institution Confidential Information or identifiable patient or subject information or data. If requested by Visiting Institution, Visitor will delay publication or presentation an additional sixty (60) days to allow Visiting Institution time to protect its Confidential Information.

7. Indemnification. HOME INSTITUTION SHALL INDEMNIFY, DEFEND AND HOLD VISITING INSTITUTION, ITS PARENT AND AFFILIATES AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS AND AGENTS (COLLECTIVELY "VISITING INSTITUTION INDEMNITEES") HARMLESS FROM ANY AND ALL THREATENED OR ACTUAL LIABILITY, DAMAGES, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES), CLAIMS, LAWSUITS OR OTHER ACTIONS WHICH VISITING INSTITUTION INDEMNITEES MAY SUSTAIN OR INCUR AS THE RESULT OF HOME INSTITUTION'S OR VISITOR'S (i) VIOLATION OF ANY LAW, (ii) BREACH OF THIS AGREEMENT, OR (iii) NEGLIGENT OR WILLFUL ACT, OMISSION, OR CONDUCT, INCLUDING IN THE EVENT OF THE ACTUAL OR ALLEGED JOINT NEGLIGENCE OF VISITING INSTITUTION, BUT ONLY TO THE EXTENT OF HOME INSTITUTION'S ACTUAL PROPORTIONATE NEGLIGENCE OCCURRING IN THE COURSE OF HOME INSTITUTION'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

VISITING INSTITUTION SHALL INDEMNIFY, DEFEND AND HOLD HOME INSTITUTION, AND ITS PARENT AND AFFILIATES AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS, AND AGENTS (COLLECTIVELY, "HOME INSTITUTION INDEMNITEES") HARMLESS FROM ANY AND ALL THREATENED OR ACTUAL LIABILITY, DAMAGES, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES), CLAIMS LAWSUITS OR OTHER ACTIONS WHICH HOME INSTITUTION INDEMNITEES MAY SUSTAIN OR INCUR AS THE RESULT OF VISITING INSTITUTION'S (i) VIOLATION OF ANY LAW, (ii) BREACH OF THIS AGREEMENT, OR (iii) NEGLIGENT OR WILLFUL ACT, OMISSION, OR CONDUCT, INCLUDING IN THE EVENT OF THE ACTUAL OR ALLEGED JOINT NEGLIGENCE OF VISITING INSTITUTION, BUT ONLY TO THE EXTENT OF VISITING INSTITUTION'S ACTUAL PROPORTIONATE NEGLIGENCE OCCURRING IN THE COURSE OF VISITING INSTITUTION'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

8. Term and Termination.

- a. It is anticipated that Visitor will collaborate as a Visitor at Visiting Institution for a set term as set forth in the Participation Agreement. Visitor's temporary status may be extended beyond the initial term upon the mutual written agreement of Visiting Institution, Home Institution and Visitor. If Visitor's term is extended on the same terms, this Agreement will continue to apply and will govern the entire period during which Visitor collaborates at Visiting Institution.
- b. Either party may terminate this Agreement at any time immediately upon thirty (30) days written notice to the other party, provided, however, that adequate teach out protection for Visitors currently engaged in activities at the Visiting Institution is agreed to by the Parties.
- c. Upon termination of this Agreement and fulfillment of any teach out arrangements, Home Institution will immediately cause Visitor to vacate Visiting Institution premises and to cease and desist all use of Visiting Institution facilities.

9. 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.
10. 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). English is declared to be the official language of this Agreement.
11. 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.
12. 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.
13. 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 and signed by both parties.
14. Export Control. Notwithstanding any other provision of this Agreement, the Parties understand and agree that they are subject to, and agree to abide by, any and all applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The Parties'

obligations hereunder are contingent on the parties' ability to comply with applicable United States export and embargo laws and regulations. It is the expectation of the Parties that the work done pursuant to this Agreement will constitute fundamental research and be exempt from export control licensing requirements under the applicable export control laws and regulations. As institutions of higher learning, the Parties do not wish to take receipt of export-controlled information except as may be knowingly and expressly agreed to in writing signed by an authorized representative of each of the Parties and for which the Parties have made specific agreements. The Parties agree to work together to ensure that, with regard to this Agreement, both are in compliance with any and all applicable U.S. export control laws and regulations, as well as any and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls.

15. Representation of Non-Exclusion. Home Institution represents that neither it nor Visitor are excluded, debarred, or suspended from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, nor are they debarred from participating in federal research by the U.S. Food and Drug Administration or any other applicable regulatory agency.

ACCEPTED AND AGREED TO:

For Baylor College of Medicine:

Date: 07/29/2016


Alicia Monroe, M.D.
Provost and SVP of Academic Affairs

For Rice University:

Date: 7.29.2016


Marie Lynn Miranda, Ph.D.
Provost

APPROVED AS TO FORM
Office of the General Counsel
Baylor College Of Medicine
By BC 7/29/2016

Exhibit 1

EDUCATIONAL EXPERIENCE PROGRAM AGREEMENT
BETWEEN
WILLIAM MARSH RICE UNIVERSITY
AND
BAYLOR COLLEGE OF MEDICINE

VISITOR PARTICIPATION AGREEMENT

This Visitor Participation Agreement ("Participation Agreement") is entered into pursuant to Section 2 of the Educational Experience Program Agreement dated _____ between Baylor College of Medicine ("BCM") and William Marsh Rice University ("Rice"), and effective as of the date that this Participation Agreement is fully signed below. For purposes of this Agreement, _____ shall be the Home Institution and _____ shall be the Visiting Institution.

- A. _____, ("Visitor") is a student of Home Institution and desires temporarily to collaborate or engage in research or educational activities for academic credit at Visiting Institution. Home Institution will promptly inform Visiting Institution if Visitor ceases to be affiliated with Home Institution.
- B. It is anticipated that Visitor will collaborate as a student at Visiting Institution beginning on or about _____ and ending on or about _____.
- C. Visitor's activities at Visiting Institution shall be within the scope of research and other educational activities related to:
- _____
- _____
- D. Visitor will work under the sponsorship of Dr. _____ of Visiting Institution. The Home Institution's faculty supervisor for purposes of confirming academic credit is Dr. _____.
- E. To Home Institution's knowledge, Visitor has not been excluded, suspended, terminated, or debarred from any federal or state health care program, from participation in any federal or state procurement or non-procurement programs, or by the United States Food and Drug Administration.

ACCEPTED AND AGREED TO:

FOR VISITING INSTITUTION:

FOR HOME INSTITUTION:

Name: _____

Date: _____

Name: _____

Date: _____

VISITOR:

I have read the Educational Experience Program Agreement which is made part of this Participation Agreement and agree to abide by all of its terms, including the health screening, confidentiality, and intellectual property/publication provisions.

Name: _____

Date: _____