

MEMORANDUM OF UNDERSTANDING**between****BECKMAN RESEARCH INSTITUTE AND CITY OF HOPE NATIONAL MEDICAL CENTER****("City of Hope")****California, USA****and**

("Partnering Institution")**City:** _____, **Country:** _____

To foster diverse intellectual environment of interaction among scholars working across disciplines, cultures, and communities and to strengthen research collaborations between institutions, City of Hope (hereinafter, 'COH') and _____ (hereinafter 'Institution'), wishing to develop friendly and cooperative relations in the fields of education and research, have concluded the present Memorandum of Understanding (MOU).

I. Subject of the Agreement

Both parties agree to explore the following general forms of cooperation:

- 1.1 Joint educational, training and/or research activities and/or programs for students from Institution
- 1.2 Participation of scholars (including but not limited to faculty, research personnel, and graduate students) from Institution to COH in training and/or research activities and/or programs.
- 1.3 Invitations from COH to students and scholars from Institution for lectures, visits and sharing of experiences.
- 1.4 Invitations from COH to students and scholars from Institution for participation in conferences, symposia and seminars.
- 1.5 Exchange of information in fields of interest to both parties.

II. Obligations of the Parties

To implement the MOU the parties commit themselves to fulfill necessary conditions:

- 2.1 Both sides will maintain ongoing communication and circulate essential information in a timely manner.
- 2.2 Before proceeding with any such activities, the parties shall make available information and requirements for program and/or any activity.
- 2.3 Both parties are subject to terms and conditions including but not limited to costs, intellectual property, liability, compliance, medical insurance, program guidelines, and other matters required by specific programs and/or activities.
- 2.4 Institution agrees that all Institution students and employees engaging in the programs referenced in this Agreement will be subject to the Agreement Concerning Intellectual Property incorporated herein Exhibit A.

III. Term and Order of Action

3.1 This MOU will become effective upon the date of signature by the representatives of the institutions.

3.2 The MOU will be in effect for 5 years and may be renewed upon written agreement of the parties for subsequent terms. Either party wishing to modify the MOU shall notify the other partner in writing of such intentions and the proposed modifications no later than 6 months before the suggested modifications are to go into effect. No modifications will be in effect without agreement and signature of both parties.

3.3 This MOU supersedes all previously made oral or written agreements or protocols between the parties relating to its subject.

3.4 Each party reserves the right to terminate the MOU, for any reason, with written notice to the other party.

IV. Responsibilities of the Parties

4.1 Each party acts on its own behalf in all relations with a third party. Neither party will be responsible for any outside commitments of the other party.

4.2 The parties shall remain independent of one another and nothing herein shall be construed or interpreted, by implication or otherwise, to form a partnership, agency, joint venture or other formal business association.

4.3 Both institutions subscribe to the policy of equal opportunity and do not discriminate on any basis, including but not limited to race, caste, sex, age, ethnicity, religion, or national origin.

V. Legal Addresses of the Parties:

To Partnering Institution:

Institution:

Department/Division:

Street Address:

City, State, Zip & Country:

Attention to:

Telephone Number:

Fax Number:

Email Contact:

To City of Hope:

City of Hope

1500 East Duarte Road

Duarte, CA 91010

Attn: Vice Provost, Beckman Res Inst

Tel.: (626) 256-4673

Fax: (626) 471-9243

E-mail: DHorne@coh.org

VI. Signatures

Department/Division:

Partnering Institution:

By: _____

Name:

Title:

Date: _____

Beckman Research Institute

City of Hope

By: _____

David A. Horne, Ph.D.

Vice Provost & Associate Director

Date: _____

EXHIBIT A

AGREEMENT CONCERNING INTELLECTUAL PROPERTY

for visitors from for-profit organizations (U.S. and foreign) and foreign non-profit organizations

I am currently employed by or affiliated with an institution that is other than City of Hope or its affiliates (the “Non-COH Employer”). I will be participating in research and/or other activities at City of Hope (“City of Hope”) and/or its affiliates (together with City of Hope, “COH”), and/or will be using facilities or resources provided by or through COH (collectively, “COH Activities”). In consideration of my COH Activities, I agree as follows:

1. With respect to my COH Activities, I have reviewed and understand that I am bound by and will comply with this Agreement.
2. Unless otherwise agreed in writing by COH, I will not use any information defined as confidential or proprietary by my Non-COH Employer in the course of my COH Activities and I will not do consulting or any work for my Non-COH Employer while at any facility owned or leased by COH.
3. I have not made with any third party, except the Non-COH Employer by which I am primarily employed and whose duly-authorized representative has signed this Agreement in the space provided below, any agreement that conflicts or reasonably could be construed to conflict with the terms of this Agreement, and I will not enter into any agreement that conflicts or could reasonably be construed to conflict with the terms of this Agreement.
4. If any agreement between COH and a third party (e.g., with respect to research funding or collaboration, or the use of materials, data, rights, equipment or the like) pertains to my COH Activities, I will abide by that agreement, to the extent its terms apply to me.
5. Unless the Non-COH Employer and COH have entered into a separate agreement, in which case the separate agreement, solely to the extent of conflict or inconsistency, governs with respect to this Section 5, I agree that all inventions, improvements, discoveries, developments, and trade secrets (whether or not patentable), and all intellectual property rights therein, that (i) are conceived or reduced to practice, and (ii) in whole or in part, result from or relate to my COH Activities (collectively, “intellectual property”), is and shall be exclusively the sole property of City of Hope. I hereby assign all of my right, title and interest in such intellectual property to City of Hope.
6. I agree timely to disclose to City of Hope all information considered necessary or desirable by the Office of Technology Licensing to procure, protect and maintain City of Hope’s rights, including United States and foreign patent rights, in and to the intellectual property subject to Section 5.
7. I will cooperate with City of Hope in such reasonable steps as may be needed to confirm, establish or protect the rights of City of Hope or its designees in the intellectual property subject to Section 5. This may include, for example, executing all documents necessary or useful to effect or document the assignment to City of Hope my entire right, title and interest in any and all intellectual property which is or may become subject to Section 5.
8. Upon termination of my COH Activities, I agree to and I shall leave with COH, in such manner and at such place as is convenient to COH, all original tangible intellectual property subject to Section 5.
9. I agree to retain in confidence all intellectual property subject to the provisions of Section 5 but only for so long as and to the extent that information disclosing such intellectual property is not (i) published pursuant to Section 10, (ii) otherwise available to the public, or (iii) learned by me from a source not bound by an obligation of confidentiality to COH.
10. Subject to the provisions of Section 11, I shall have the right and opportunity to disclose orally or in writing, information, including the results of any research pertaining to any intellectual property subject to Section 5.

11. I agree to cooperate with COH in connection with the oral or written publication of information concerning intellectual property pursuant to Section 10 to the extent and in such a way as may be appropriate to avoid any compromise or forfeiture of United States or foreign patent rights.
12. While at COH, I may acquire information, data, procedures, and techniques that are confidential, proprietary information of COH. I agree not to disclose such information to others and not to use such information for any purpose unless with the prior written consent of COH.
13. If I am working at COH's facilities, I acknowledge that I will be subject to and required to observe all applicable rules, regulations, policies and requirements of COH, including but not limited to safety, health, confidentiality and conduct, all of which are available on COH's internal website.
14. This Agreement replaces any agreements concerning intellectual property previously made by me to COH.

Effective this _____ day of _____ 201____

SIGNED: _____

PRINT: _____ DATE: _____

The person signing below represents and warrants that he/she is duly authorized to sign this Agreement on behalf of the Non-COH Employer.

Agreed and accepted:

NON-COH EMPLOYER

By: _____

Organization: _____

Name: _____

Title: _____

Date: _____