

RESEARCH by VISITING SCIENTISTS

1. The visiting scientist has to be informed that the Host Institution may have entered into various agreements for research projects by reason of which the Host Institution may incur obligations to third parties with respect the research results obtained in the course of the research under such agreements and confidential information disclosed by such third parties to the Host Institution. The visiting scientist will agree to assign to the Host Institution (or its designate) any and all copyrights and reproduction rights to any material written or prepared by the visiting scientist in connection with his research on such research projects (where such assignment is required to fulfil the terms of the projects).
2. The visiting scientist further will recognize that all research results and knowledge obtained by the use of funds or facilities of the Host Institution are property of the Host Institution. All inventions, part of such research results and knowledge, made personally or through collaboration will be legally owned by the Host Institution, which shall be solely entitled to protect such inventions by the application for patents.

The visiting scientist shall promptly communicate to the Host Institution, all results and knowledge discovered, invented or authored in the field of work of any program in which he participates or discovered, invented or authored by making use of funds, facilities or knowledge of the Host Institution. The visiting scientist shall collaborate in the process required in case of a possible protection and/or exploitation of such results. The visiting scientist will assign all his rights, if any, in all patents and patent applications covering such results to the Host Institution (or its designate).

3. All (technical and other) information disclosed to the visiting scientist or obtained through his research, whether in the context of paragraph 1 or 2, containing, but not limited to, documents, knowledge, data, drawings, photos, models, prototypes, specimen in written, electronic, oral, visual or any other form, are considered as Confidential Information.

The visiting scientist shall use such Confidential Information with the sole purpose of performing research at the Host Institution, within the eventual extra limits determined in the agreements with third parties ("Purpose"). He shall not

- o use the Confidential Information for any purpose other than Purpose; nor
- o publish or disclose the Confidential Information to any third party without the written prior consent of the Host Institution.

Upon the request of the Host Institution and in any case no later than one week after the termination of his research, the visiting scientist shall return all Confidential Information to the Host Institution. He is not entitled to make or keep any copies by whatever means of the Confidential Information.

4. The visiting scientist agrees to maintain accurate and complete laboratory notebooks and/or other written documentation that is appropriate, as determined by the Host Institution.
5. Neither this acknowledgement nor any receipt of Confidential Information hereunder shall be construed as granting, or as an undertaking to subsequently grant, any license for commercial or scientific purposes or any right in or to the Confidential Information or any present or future intellectual property rights of the Host Institution. Additionally, the visiting scientist will not assert any rights of prior use with respect to said Confidential Information. In any event, it is understood that the Host Institution

does not release the visiting scientist from any liabilities based upon any intellectual property or other rights that the Host Institution now possesses or may acquire concerning such Confidential Information or any other obligation he has vis-à-vis the Host Institution. The visiting scientist is aware of the fact that breach of his obligations under this acknowledgement would cause irreparable harm to the Host Institution.