NIH Manual 2300-308-4, Appendix 2

NIH Research Collaborator (RC) Agreement for Use with IC CRADA # _____

The Parties acknowledge that an employee of (print CRADA Collaborator name) ("Collaborator") will work at the NIH to advance the research goals enumerated in the Research Plan of the Cooperative Research and Development Agreement reference number (print CRADA Number) ("CRADA"), between the Collaborator and (print IC acronym) ("IC") as a Research Collaborator (Non-Clinical) OR Research Collaborator (Clinical) ("RC"). The RC will be assigned to work within the (print name of lab/branch/program) of the (print IC acronym). The RC agrees to the following terms:

I, (print RC full name) (select one and delete the other:) CRADA Research Collaborator (Non-Clinical) OR CRADA Research Collaborator (Clinical), in consideration of acceptance by NIH as a RC understand and agree to the following terms.

1. The intent of the work performed under this RC Agreement will be according to the Research Plan (Appendix A) of the CRADA referenced above. In addition, the RC is bound by the Confidentiality terms of the CRADA and shall treat all confidential or proprietary material accordingly. CRADA Subject Inventions resulting from the RC's activities done under the Research Plan of the CRADA during the term of assignment at IC as a RC funded by the CRADA Collaborator, shall be treated as CRADA Subject Inventions of the Collaborator (either joint or sole) and will be governed by the terms of the CRADA.

2. RC will make written disclosure promptly to the Technology Development Coordinator of the NIH Institute/Center (IC), of all inventions which are conceived or first actually reduced to practice during the term of work at IC.

3. Publication of results from the RC's activities done under the Research Plan of the CRADA during the term of assignment at IC shall be addressed by the terms of CRADA.

4. In the event that an invention results from work done outside the scope of the Research Plan of the CRADA and thus is not a CRADA Subject Invention, the following will govern reporting and disposition of the confidential and proprietary information/material:

(a.) RC agrees to be bound by all provisions of USPHS Technology Transfer Manual Chapter 203 approved March 22, 2007, in accordance to which patent rights for all inventions conceived or first actually reduced to practice by the RC while at the NIH are NIH property. RC agrees to disclose promptly to the appropriate NIH officials, all inventions which RC may conceive or first actually reduce to practice during RC's visit to the NIH. RC hereby assigns all right, title and interest worldwide in such inventions to the U.S. Government and agrees to sign any papers necessary to comply with attendant formalities.

(b.) The work the RC will perform may require access to knowledge and information of a confidential nature to the IC. RC agrees to maintain such knowledge and information in confidence, and the RC shall not publish or disclose, or authorize anyone else to publish, disclose or make use of any such information or knowledge without prior written authorization from the IC. This responsibility to protect said confidential information extends for a period of 5 years beyond the RC status with the IC.

(c.) All documents, written information and other items, including but not limited to notes, sketches, laboratory reports, experiments, notebooks, papers, publications, project reports, records, and information relating to

inventions or improvements, kept or obtained by the RC while engaged as a RC by the IC, shall be the exclusive property of the U.S. Government and shall be delivered to the IC upon termination of RC status or at any time as requested by the IC.

(d.) RC will submit publications resulting from work at NIH to be cleared for conformance with NIH's publication policies and practices, including Public Access requirements.

5. RC will waive any and all claims for compensation from the Government of the United States for any services performed incidental to the personal research RC performs, and absolve NIH of any responsibility in case of personal injury or death arising out of those research activities, and/or failure or damage to RC's experiments or equipment.

6. While on NIH premises, RC will conform to all applicable administrative instructions and requirements of the Department of Health and Human Services and NIH, including all regulations and procedures concerning conduct, safety, patient care, and animal care.

7. RC agrees to obtain, prior to the beginning of this assignment, health insurance coverage substantially comparable to that provided by the Federal Employee's Health Benefits Plan and show proof of coverage prior to beginning RC appointment. Furthermore, non-immigrant foreign nationals sponsored as J-1 Exchange Visitors must maintain adequate health insurance coverage for themselves and any J-2 dependents as required by the U.S. Department of State.

8. If not a U.S. citizen or permanent resident, RC agrees to provide evidence of valid non-immigrant status and RC eligibility to the Division of International Services, ORS, for the duration of the RC appointment.

Research Collaborator Signature Date

It is understood that the RC is an employee of (print CRADA Collaborator name) and that (print CRADA Collaborator Name) accepts these terms for the work the RC will be conducting during the term of the RC appointment.

Printed Name of CRADA Collaborator Responsible Official and Position Title

Authorized Signature of CRADA Collaborator Responsible Official Date

Signature of NIH IC Approving Official and Printed Name and Position Title Date