Visiting/ Collaborating Scientist Agreement

This agreement is made effective < insert date > (the **“Effective Date”**) and is made between

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**, a corporation vested with the government, management and control of the University of Toronto by the *University of Toronto Act, 1971* and having offices at Banting Institute, 100 College Street, Suite 413, Toronto, Ontario M5G 1L5, Canada

- and –

< Insert full legal name of individual or corporation >

 (the “**Participant**”)

**WHEREAS** the Participant will be visiting the University lab of Professor < insert PI first and last name > (the “**Principal Investigator**”) for the purposes of undertaking a research project as described in Schedule “A” attached hereto (the “**Project**”) [which is the subject of a research funding agreement between the University, < insert > and Participant’s employer, < insert > (the “Company”).] *[Note: This section is optional.]*

**THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge.

1. The visit, and the term of this agreement, shall commence on the Effective Date and shall terminate on <insert date>. Either party may terminate this agreement sooner upon thirty (30) days written notice; or the University may terminate this agreement immediately upon written notice to the Participant if the Participant fails to comply with University policies and procedures.
2. For the duration of the visit the University shall, at the discretion of the Principal Investigator, make lab space and resources available to the Participant for the purpose of undertaking the Project in collaboration with and under the supervision of the Principal Investigator.
3. Notwithstanding anything contained in this Agreement, at no time will the Participant be engaged by this Agreement as an employee, servant or agent of the University. All personal costs and expenses incurred by the Participant under this Agreement, including, but not limited to, wages, fringe benefits, medical expenses, travel and living expenses, shall remain the direct responsibility of the Company.
4. While on University premises the Participant will be subject to the University’s administrative control and technical supervision and will observe all rules, regulations and requirements of the University, including but not limited to safety, health, hours of work, and conduct.
5. Confidential Information.
	1. In the course of work with the Principal Investigator, the Participant may acquire knowledge of or be exposed to information that is proprietary or confidential to the University and/or its personnel (the “Confidential Information”). This Confidential Information may consist of unpublished results, know-how, non-patentable information, patentable or other written or orally transmitted information.
	2. The Participant agrees to protect any such Confidential Information, regardless of how it shall come into Participant’s possession, to prevent the unauthorized use, dissemination or publication of the Confidential Information, by using the same degree of care as would be used to protect Company confidential information of a like nature.
	3. The Participant may disclose Confidential Information to the Company and co-workers as is necessary for the performance of the Project, provided that only that portion of the Confidential Information is furnished that is relevant to the Project and Participant obtains reliable assurances that confidential treatment will be accorded such Confidential Information.
	4. This Agreement imposes no obligation upon the Participant with respect to Confidential Information which (a) was in Participant’s possession prior to the visit; (b) is or becomes a matter of public knowledge through no fault of the Participant; or (c) is rightfully received by Participant from a third party without a duty of confidentiality.
	5. The timing, extent and content of all publications regarding the results of the activities under this Agreement shall be at the discretion of the University and the Principal Investigator.
6. Ownership of all intellectual property (including, without limitation, inventions, patents, know-how, data, computer software, and copyright works) created by the Participant in the course of the Participant’s activities performed at the University will be determined in accordance with the terms of the research funding agreement concerning the Project for intellectual property created in the course of the Project and the University’s intellectual property policies and guidelines as if the Participant were a University researcher for all other intellectual property.
7. The Participant agrees to indemnify and save harmless the University, its officers, employees, agents and assigns from any and all liability, loss, damage, suits, claims, demands, costs and expenses and all claims of any nature or character whatsoever both at law and in equity arising out of or resulting from or in any way connected with this Agreement, except to the extent that it is directly due to the negligent acts or omissions of any of the officers, employees or agents of the University.
8. The provisions of paragraphs 5, 6, 7 and 9 shall survive the expiration or termination of this Agreement.
9. This Agreement shall be governed by the laws of the Province of Ontario, Canada.

**IN WITNESS WHEREOF** by signature of their respective authorized officers, the parties agree to be bound by the terms of this Agreement.

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| **THE GOVERNING COUNCIL OF****THE UNIVERSITY OF TORONTO** |  | < Insert full legal name of individual or corporation. > |
|  |  |  |
| Name: |  P. Lino DeFacendis |  | Name: |  < Insert > |
| Title: |  Director, Partnerships |  | Title: |  < Insert > |
| Date: |  < Insert > |  | Date: | < Insert > |

**Acknowledgement:**

Having read this Agreement, I hereby agree to act in accordance with all the terms and conditions herein and applicable University of Toronto policies, and, if applicable, further agree to inform all participants of their obligations under such terms and conditions.

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| Name: | < Insert > |
| Date: | < Insert > |