

VISITING SCIENTIST AGREEMENT

This Agreement (the "Agreement") effective as of the last date of execution by the parties hereto (the "Effective Date") is by and between Eli Lilly And Company , Lilly Corporate Center, Indianapolis, Indiana, 46285, United States, ("Lilly") and [EXTERNAL PARTY NAME] having its principal offices at [EXTERNAL PARTY ADDRESS], United States on behalf of (hereinafter the "Host Institution" and the "Visiting Scientist" respectively will be collectively referred to as "Institution"). Lilly and Institution may be referred to individually as "Party", or collectively as "Parties".

RECITALS

1. Lilly is in the business of developing, manufacturing and marketing pharmaceutical products.
2. Lilly and Host Institution are interested in supporting and, Visiting Scientist is interested in, obtaining knowledge and experience related to [Lilly's Clinical Diagnostics Laboratory] (hereinafter referred to as "Research").
3. Lilly is willing to provide Visiting Scientist with access to certain of its facilities in order to provide the exposure and practical experience necessary to assist Visiting Scientist with the Research.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the Parties agree as follows:

Section 1 Definitions

1.1. **"Affiliates"** means any corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with a party.

1.2. **"Confidential Information"** means any and all confidential or proprietary information of Lilly or its Affiliates, regardless of its form or medium provided to Institution in connection with the Research; provided that, Confidential Information shall not include any information that Institution can show by competent evidence (i) is or becomes generally known to the public through no act or omission of Institution in violation of the terms of this Agreement; (ii) is already known known to Institution at the time it is disclosed to Institution by Lilly or its Affiliates; (iii) has been lawfully received by Institution from a third party without restriction on its disclosure and without, to the knowledge of the Institution, a breach by such third party of an obligation of confidentiality to Lilly; or, (iv) has been independently developed by the Institution without use of or reference to the Confidential Information.

1.3. “Lilly Representative” means [LILLY REPRESENTATIVE NAME], an employee of Lilly.

1.4. “Visiting Scientist” means , [VISITING SCIENTIST NAME] being an employee of Host Institution.
[Visiting Scientist may also be a student enrolled at Host Institution.]

Section 2

Visiting Scientist

2.1. Lilly and Host Institution mutually agree upon the selection of Visiting Scientist identified above, who is an employee and/or student of Host Institution, and whom Lilly will provide access to its site to enable participation in the Research under the supervision of the Lilly Representative. During the term of this Agreement, Host Institution shall make the Visiting Scientist available to Lilly to perform the duties described in Appendix A (the “Services”), as attached and incorporated herein.

2.2. Visiting Scientist shall not be considered an employee or agent of Lilly at any time during the term of this Agreement or Research. During the term of the Agreement, Lilly shall have day-to-day supervisory authority over the Visiting Scientist to perform the Services. Lilly shall promptly communicate to Host Institution any concerns Lilly has with the Visiting Scientist’s performance. Host Institution shall be solely responsible for the payment of the Visiting Scientist’s wages and related payroll taxes and for the administration of Visiting Scientist’s participation in applicable Host Institution benefit plans. Lilly will not provide any salary or other financial compensation to the Visiting Scientist. Similarly, the Visiting Scientist will not be eligible for or receive any employee benefits (e.g., health coverage, retirement, vacation) from Lilly or other organizations for which the Visiting Scientist may provide services. The Parties agree that Host Institution shall have authority, as Host Institution deems necessary in its sole discretion, to evaluate, counsel, or discipline the Visiting Scientist. To the extent applicable, Host Institution shall also have sole authority to terminate the Visiting Scientist's employment. Visiting Scientist will carry out a mandatory training stay, without additional remuneration beyond moving expenses and a cost-of-living adjustment to the extent applicable.

2.3. Visiting Scientist will be subject to, and required to comply with, Lilly’s rules, regulations, policies and procedures governing on-site health, safety, workplace conduct, personal and research conduct. During the term of this Agreement, the Visiting Scientist shall remain the employee and/or student of Host Institution only and be subject to all Host Institution policies, including all applicable Host Institution human resources policies and procedures.

2.4. Visiting Scientist will be required to carry out the Research in compliance with all federal, state and local laws, rules, guidelines and regulations applicable to the Research. Visiting Scientist’s visit will be subject to the direction of the Lilly Representative and access to Lilly’s facilities may be terminated at will by Lilly.

2.5. Lilly reserves the right to review the Research performed by Visiting Scientist under this Agreement to ensure that it is being performed to its satisfaction in accordance with instructions provided by the Lilly Representative, as well as in accordance with Lilly 's policies and procedures.

Section 3

Scope of Work

3.1. Visiting Scientist agrees to make themselves available for the performance of the Research [at Lilly research facilities for a minimum of eight (8) hours per day, five (5) days per week during the term of this Agreement to be scheduled during Lilly's regular hours of operation and at such other times as Visiting Scientist and Lilly Representative may mutually agree are appropriate].

3.2. Visiting Scientist's Research shall be completed over the course of one (1) calendar year from the Effective Date.

Section 4

Confidentiality and Non-Use

4.1. During the course of the Research, Institution will be exposed to information which Lilly considers proprietary and confidential.

4.2. Institution shall keep confidential and not publish, make available or otherwise disclose any Confidential Information to any third party, without Lilly's express prior written consent. Institution shall exercise at a minimum the same degree of care it would exercise to protect its own confidential information (and in no event less than a reasonable standard of care) to keep confidential the Confidential Information. Institution shall maintain in confidence and not use for any purpose, except for the purpose of the Research, Confidential Information for a period ending on the fifth anniversary of this Agreement.

Section 5

Publication

5.1. Lilly recognizes that Visiting Scientist may want to generate scientific publications relating to the Research performed during the course of this Agreement, including, but not limited to, a master's/doctoral thesis. Institution, in turn, recognizes that Lilly has a vital interest in protecting Confidential Information. Institution shall provide Lilly the opportunity to review and comment on any proposed publication (whether oral, written, or otherwise), including any abstracts or manuscripts, at least 45 days prior to their intended submission for publication. At Lilly's request, Institution shall delay submission for a period sufficient to permit adequate steps to be taken to secure patent protection for any patentable subject matter referred to therein, which will not be for a period longer than 60 days beyond the initial 45-day review period. At Lilly's request, Confidential Information shall be removed from such proposed publication.

Section 6

Patents

6.1. Both Parties agree that any patentable discoveries, ideas or inventions ("Inventions") which may result from the Research during the term of this Agreement shall be the sole property of Lilly, and should Lilly choose to seek patent protection for any such Inventions, Institution agrees to execute all documents as necessary for this purpose, including a formal assignment document, and to co-operate in the worldwide filing and prosecution of any patent applications thereon.

Section 7

Notices

7.1. All notices and other communications hereunder shall be in writing and shall be deemed given upon receipt if delivered personally or by facsimile transmission (receipt verified), mailed by registered or certified mail (return receipt requested), postage prepaid, or sent by prepaid express courier service, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

To Lilly:

Eli Lilly and Company
Lilly Corporate Center
Indianapolis, Indiana 46285
Attn: General Patent Counsel

To Institution:

[]

Section 8

Term

8.1. The term of this Agreement shall expire 24 months after the Effective Date. Either Party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the counterparty, but any such early termination will not affect any obligations that have accrued under this Agreement prior to termination. To the extent applicable, this Agreement shall automatically terminate upon termination of the Visiting Scientist's employment with Institution.

Section 9

Miscellaneous

9.1. Nothing in this Agreement shall be construed as an authorization for either Party to act as an agent for the other Party.

9.2. Neither Party shall use the name of the other Party or make any oral or written release of any statement, information, advertisement or press release having any reference to a Party, whether express or implied, without the express prior written approval of that Party; except where required by law.

9.3. The rights and obligations of this Agreement may not be assigned or delegated by either Party, in whole or part, whether voluntarily, by operation of law, change of control or otherwise, without the prior written consent of the other Party, and any assignment by a Party in violation of the foregoing shall be void. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and shall be binding upon and enforceable by the Parties and their lawful successors and permitted assigns.

9.4. Host Institution agrees to indemnify and hold harmless Lilly from and against any and all damages (including without limitation, consequential damages) and expenses (including without limitation, reasonable attorney's fees and expenses) arising out of (a) acts or omissions of the Visiting Scientist while performing any duties on behalf of Host Institution, (b) breach of this Agreement, or (c) to any extent applicable, any claim or allegation by the Visiting Scientist resulting from any acts or omissions of the Host Institution, its directors, officers, or agents, including any non-payment of wages, compensation, benefits or other obligations Host Institution has as Visiting Scientist's employer.

9.5. No amendments of this Agreement or waiver of any of its terms shall be effective unless agreed in writing by both Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. If any of the provisions of this Agreement are found to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of the Agreement, but rather this Agreement shall be construed as if it did not contain the particular invalid or unenforceable provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

9.7. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws provisions. The Federal courts located in Indianapolis, Indiana shall have exclusive jurisdiction over, and shall be the exclusive venue for resolution of, any dispute, claim or controversy of any nature arising out of or relating to this Agreement.

9.8. Each Party agrees that it shall comply and act in accordance with all applicable provisions of federal and state laws and regulations concerning this Agreement.

9.9. This Agreement, when executed, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior written agreements, oral discussions, or understandings between them.

9.10. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Scanned, electronic and facsimile signatures will be as binding as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date of execution by their duly authorized representatives.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

Eli Lilly And Company

[EXTERNAL PARTY NAME]

Authorized Representative
Name:
Title:
Date:

Authorized Signature
Name:
Title:
Date:

Read and Acknowledged:

Authorized Signature
Name:
Date:

APPENDIX A – VISITING SCIENTIST DUTIES

1. Services.

The Visiting Scientist shall perform the following duties for Lilly:

[Insert job description]

2. Work Location.

The Visiting Scientist shall physically work from **[insert proposed physical work location, such as “Lilly’s office at (insert address)”]**.

APPENDIX A – VISITING SCIENTIST DUTIES

2026 Clinical Laboratory Science Investigator Award Rotation Workplan

Focus

Four-week onsite training for pathology residents to participate in research projects improving the discovery, quality, and delivery of novel biomarker assays for use in clinical studies

Overview

This award is sponsored by Eli Lilly and Company.

Clinical laboratory science is a critical component of the research capabilities required for effective drug and diagnostic development. As pathologists enable the next wave of medical innovation, it is important that the future generation understand the challenges and opportunities of applying principles of laboratory medicine practice within industry.

The Clinical Laboratory Science Investigator Award—sponsored by Eli Lilly and Company—seeks to provide a four-week onsite training opportunity at Lilly’s Clinical Diagnostics Laboratory in Indianapolis for pathology residents to participate in research projects focused on improving the discovery, quality, and delivery of novel biomarker assays for use in clinical studies.

Award features the opportunity for recipients to:

- gain exposure to the clinical trial ecosystem
- achieve greater understanding of and exposure to advanced analytical techniques
- heighten their understanding of the impact pathologists can make on medical innovation
- engage in a project based on individual interests (eg, clinical chemistry, anatomic pathology, or molecular diagnostics)
- interact with a diverse group of Lilly professionals within the Clinical Diagnostics Laboratory
- obtain a broader perspective on available career pathways

Funding up to \$5,000 is available to support travel and living expenses during the four-week training period. Awardees and/or their institutions should expect to cover any travel costs that exceed the amount awarded.