UNIVERSITY OF UTAH

# VISITING SCHOLAR AGREEMENT

This Agreement entered into and effective as of [month] [day], [year], (hereinafter “Effective Date”) by and between [name of visiting scholar] (hereinafter “Visiting Scholar”); the [name and address of visiting scientist’s home institution or sponsoring company] (hereinafter “Corporation, Institution”); and the University of Utah, having an address at PO Box 856 Tooele, UT 84074 (hereinafter “University”).

Visiting Scholar is an employee of Corporation or Institution, and is visiting the University for the purpose of engaging in scientific research in the field of: [provide applicable information].

Pursuant to University Policy 7-002 and 7-003, any University employees, students, guest researchers, and/or Visiting Scholar will disclose to the University any intellectual property including, but not limited to, inventions, discoveries, improvements, trademarks, copyrightable material, and mask works conceived, reduced to practice or authored through the use of University resources not available to the general public including any state, federal, or sponsored research funds (hereinafter “Intellectual Property”).

Further, University is committed to full compliance with all applicable U.S. laws and regulations, including those related to export control. University requires Visiting Scholar to abide by U.S. laws and regulations, including those related to export control. Any activity, including informal discussion, directly related to activities that are subject to U.S. export controls may not be conducted at University without explicit authorization of University. Research and scholarly activities that are subject to U.S. export controls include (i) the physical shipment or transmission of export-controlled items, software, materials or technical data out of the U.S.; (ii) release of controlled technical data, software or source code to a foreign national or foreign government in the U.S. or abroad; (iv) involvement with restricted parties; (v) any activity involving a sanctioned country; and (vi) certain activities involving defense articles or provision of defense services.

University is committed to the free and open exchange of ideas outside of the scope of U.S. export control regulations. Export controls do not apply to the conduct and reporting of basic and applied research, the results of which are typically published and shared broadly within the research community (often referred to as the fundamental research exclusion or exemption, or FRE). However, research results associated with research that does not qualify for the FRE must be protected as export controlled until they are authorized for unlimited public release or dissemination.

It is anticipated that Visiting Scholar tenure at the University will be [# months] from the Effective Date (hereinafter “Visit Period”). During the Visit Period, Visiting Scholar may perform work on University equipment and in University facilities either alone or in conjunction with University personnel.

1. Based on applicable law, regulations and policies, Visiting Scholar hereby agrees as follows:
   1. I hereby make this agreement with the University in consideration of my utilization of the University facilities, resources, supplies, equipment and/or information not available to the general public, and/or my receipt of research funds through the University by gift grant or contract.
   2. I agree that I will disclose, in writing, every item of intellectual property to the University that meets the definitions of Intellectual Property so that the University may determine proper rights according to policy, law and regulation. I will contact the University of Utah Technology Licensing Office (TLO) to make any such disclosure and agree to follow disclosure procedures as instructed by the same.
   3. I agree that if the University determines that an item of Intellectual Property is University-owned, I will execute any documents and take all necessary steps, at the University’s expense, to assign to the University all my rights, title and interest therein.
   4. I agree to deliver promptly to University upon termination or expiration of this Agreement, and at other times as University may request, copies of all written records referred to in Paragraph B above as well as, but not limited to, all related memoranda, laboratory notebooks, notes, records, schedules, plan or other documents, made by, compiled by, delivered to, or manufactured, used, developed or investigated by me while at University.
   5. I agree not to disclose to University or use in my work at University (unless otherwise agreed in writing with University):
      1. any proprietary information including, without limitation, any trade secrets or confidential information with respect to the business, work or investigations of any of my current or prior employers, including Corporation or Institution.; or
      2. any ideas, writings, or intellectual property of my own which are not under the definition of Intellectual Property included in Paragraph B above.
   6. I agree that I will not disclose, or use for any commercial purpose, private, confidential, proprietary, privileged or controlled information or records, owned by the University or other third parties, where I received that information or records from or through my activities at the University, unless such information:
      1. was previously known to me, as demonstrated by written records;
      2. which is now, or becomes in the future, public knowledge other than through my own acts or omissions; or
      3. which is lawfully obtained by me from resources independent of University.
   7. I am or will become familiar with necessary safety precautions to be followed while working in University facilities and such precautions will be utilized;
   8. This agreement does not in any way affect my right to publish or otherwise publicly disclose any information or intellectual property not otherwise protected by a non-disclosure agreement, or agreed to herein. By executing this agreement, I am NOT required to disclose to the University any of my ideas, writings, inventions or any intellectual property that are not included within the definition of Intellectual Property.
   9. I have read and understand the information provided above with regard to U.S. export control rules and regulations. By my signature below, I agree that I will not engage in export controlled, proprietary, or confidential work during my tenure at University without explicit authorization from University’s export controls compliance officer, who can be found at University’s office of Sponsored Projects.
2. Based on applicable law, regulations and policies, Corporation or Institution acknowledges the above and hereby agrees, represents and certifies as follows:

* 1. Corporation or Institution hereby agrees to assign its entire interest in and to any Intellectual Property to the University;
  2. Corporation or Institution will be responsible for repair or replacement of any equipment or facility damaged in performance of this project if such damage was the result of use by Visiting Scholar;
  3. Visiting Scholar is covered by Corporation’s or Institution’s Workers Compensation and Employee’s Liability Insurance, and a certificate of insurance will be provided evidencing Corporation’s or Institution’s comprehensive general liability insurance;
  4. Corporation or Institution and all their employees and client personnel agree to hold harmless and indemnify the University, its employees and students against any and all injuries or damages arising out of Visiting Scholars activities; and
  5. Corporation or Institution agrees that no other Corporation employee(s) or client(s), other than Visiting Scholar, will be allowed on University property until said employee has entered a similar agreement in writing with the University.

1. Sponsoring Faculty Acknowledgement
   1. I have read and understand the information provided with respect to U.S. export control laws and regulations in this agreement. I understand that it is my responsibility to instruct the other members of my research or project team, as necessary, to prevent inadvertent violation of such laws and regulations.
   2. I understand that should I have any questions related to U.S. export control regulations they should be directed to the University’s export control compliance officer, located in the Office of Sponsored Projects.

Please call the University of Utah Technology Licensing Office with any questions about this agreement at 801-581-7792. The Technology Licensing Office’s mailing address is PO Box 856 Tooele, UT 84074.

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Visiting Scholar Date

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Corporation or Institution Date

Name, Title:

**For the University of Utah:**

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Sponsoring Faculty Date

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Department or School Date

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TLO Date

Exhibit A

Description of research/work to be performed:

Description of support for visiting scholar:

From University:

From Corporation or Institution: