UNIVERSITY OF VERMONT

# VISITING SCHOLAR/SCIENTIST AGREEMENT

This Agreement entered into and effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Visiting Scholar/Scientist”); the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Corporation, Institution”); and the University of Vermont State Agricultural College (hereinafter “University”).

Visiting Scholar/Scientist is an employee of Corporation or Institution, is visiting the University for the purpose of engaging in scientific research in the field of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Pursuant to the University’s Intellectual Property Policy, all individuals participating in University activities as University faculty and staff, University Visitors and/or University Students must disclose to the University any Intellectual Property. Intellectual Property includes, but is not limited to, inventions, discoveries, improvements, trademarks, copyrightable material, computer software, know-how, and mask works conceived, reduced to practice or authored by the University Visitor through the use of University resources not available to the general public including any state, federal, or sponsored research funds.

The Visiting Scholar/Scientist tenure at the University will be \_\_\_\_\_\_\_\_\_\_\_\_\_ months from the Effective Date (hereinafter “Visit Period”), terminating on \_\_\_\_\_\_\_\_\_\_(“Termination Date”). During the Visit Period, Visiting Scholar/Scientist may perform work on University equipment and in University facilities either alone or in conjunction with University personnel. The Agreement will automatically terminate on the Termination Date unless otherwise extended in writing by the parties. In no event shall the Visiting Period exceed \_\_\_\_\_\_\_\_\_\_ years.

1. Visiting Scholar/Scientist Obligations:

Based on applicable law, regulations and policies, Visiting Scholar/Scientist 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, all Intellectual Property so that the University may determine proper rights according to this Agreement, policy, law and regulation. I will contact the UVM Innovations Office to make any such disclosure and agree to follow disclosure procedures as instructed by the same.
  3. I will promptly 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 in Intellectual Property and if I fail to promptly do so, I appoint the University as my attorney in fact, with full authority to execute such documents on my behalf.
  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, use, sell, or assign 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 will follow all necessary safety precautions to be followed while working in University facilities and such precautions will be utilized.

I will satisfactorily complete all required UVM training relating to UVM Facilities procedures, safety and equipment operation Training and <http://www.uvm.edu/safety/lab/safetytraining).>

* 1. I understand my access to UVM Facilities is a privilege that may be revoked at any time by UVM in its reasonable discretion.
  2. I will not bring on site to UVM or use in the course of my access to or use of the UVM Facilities any hazardous materials and/or biological select agents or toxins without the prior written consent of the UVM Director of Risk Management, which shall be in UVM’s sole discretion. I comply with any terms and conditions of such consent, such as restrictions on use, storage and handling.
  3. I understand I will be subject to, and required to comply with, UVM’s rules, regulations, policies and procedures, including but not limited to those governing health, safety and personal conduct in connection with scientific research while at UVM.

1. Corporation/Institution Obligations:

Based on applicable law, regulations and policies, Corporation or Institution acknowledges the above and hereby agrees as follows:

* 1. During the Visit Period and any extensions thereof, Corporation or Institution represents and certifies that:

1) Corporation or Institution hereby agrees to assign its entire interest in and to any Intellectual Property created during the visit to the University;

2) Visiting Scholar/Scientist is or will become familiar with necessary safety precautions to be followed while working in University facilities and such precautions will be utilized;

3) 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/Scientist;

4) Visiting Scholar/Scientist 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;

5) 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 Scientist’s/Scholar’s activities; and

6) Corporation or Institution agrees that no other Corporation employee(s) or client(s), other than Visiting Scholar/Scientist, will be allowed on University property until said employee has entered a similar agreement in writing with the University.

1. **Miscellaneous:**
   1. **Binding Effect; Assignment.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
   2. **Severability.** If any provision of this Agreement or portion thereof is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, any enforceable portion of the provision and the remainder of this Agreement will remain in effect and the parties will request the court or arbitrator to reform the provision to a form that is valid and enforceable and reflects as closely as possible the intent of the original provision.
   3. **Entire Agreement.** This Agreement (i) represents the entire understanding between the Parties with respect to its subject matter and (ii) supersedes all contemporaneous and previous statements, representations, agreements and understandings between the Parties, however expressed, that relate to the subject matter of this Agreement.
   4. **Independent Parties.** UVM and Company are independent contractors, and neither is an agent, joint venturer or partner of the other. Neither Party has authority to take on any obligation, liability or expense on the other’s behalf or to act in any other manner on behalf of the other or in its name.
   5. **Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.
   6. **Governing Law.** The validity and interpretation of this Agreement and the legal relationship of the Parties to it will be governed by the laws of the State of Vermont and applicable U.S. Federal law, without giving effect to the conflict of laws provisions thereof.
   7. **Force Majeure.** Neither Party will be liable for any delay or default in performing any of its obligations hereunder if such delay or default is caused by conditions beyond its reasonable control, including, without limitation, natural disasters, fire, government restrictions, war, terrorism, civil unrest or insurrection.
   8. **Export Controls.** Each Party covenants and warrants that it will not disclose or provide to the other any information or materials that constitute or contain information, technology or data identified on any U.S. export control list, including the Commerce Control List at 15 CFR 774 and the U.S. Munitions List at 22 CFR 121, unless and until it obtains the written consent of the other party. Company/Institution and Visiting Scholar/Scientist further covenant and warrant that they will not bring any export-controlled goods, software or technology to UVM without UVM’s prior written consent.
   9. **Amendments.** Amendments or changes to this Agreement must be in writing and signed by duly authorized representatives of the Parties.

Visiting Scholar/Scientist Signature Date

VSS’s Sponsoring Corporation or Institution Signature Date

PRINTED NAME:

TITLE:

University of Vermont, Office of the Provost Signature Date

*ONLY COMPLETE THIS SECTION IF UNIVERSITY OF VERMONT RESEARCH FACILITIES ARE BEING USED BY THE VISITING SCHOLAR/VISITING SCIENTIST:*

Office of the Vice President for Research Signature Date