

THE UNIVERSITY OF TEXAS AT TYLER
VISITING SCHOLAR/RESEARCHER AGREEMENT*

This Visiting Scholar/Researcher Agreement (the "Agreement") is entered into by and between _____ (the "Visiting Scholar/Researcher"), who is an employee of _____ and The University of Texas at Tyler (UTT), including The University of Texas Health Science Center, a state agency and component institution of The University of Texas System.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UTT and the Visiting Scholar/Researcher hereby agree as follows:

A. Term of the Agreement

1. This Agreement shall be effective as of _____ and shall terminate on _____.
2. The Visiting Scholar/Researcher affirms and acknowledges that he is not an employee of UTT and as a Visiting Researcher, his appointment to UTT is at the pleasure of UTT; therefore, this Agreement and his affiliation with UTT may be terminated at any time, with or without cause and without recourse.

B. UTT Responsibilities

1. UTT shall appoint the Visiting Scholar/Researcher to serve as a Visiting Scholar/Researcher scholar in the Department of _____ under the direction of Dr. _____ to conduct (description of the activities during the visit). This appointment shall commence no earlier than _____ and be effective until _____ unless this Agreement terminates early.
2. UTT shall allow the Visiting Scholar/Researcher access to UTT _____ (Facility, Lab, etc.), which is located in Room _____ of the _____ Building and is supervised by Dr. _____.
3. UTT, primarily acting through Dr. _____, will exercise administrative control and technical supervision over the Visiting Scholar/Researcher's activities during the term of the visit.

C. Visiting Scholar/Researcher Responsibilities

1. The Visiting Scholar/Researcher shall be responsible for all costs and expenses incurred by the Visiting Scholar/Researcher under this Agreement, including, but not limited to, wages, fringe benefits, medical expenses, insurance and travel and living expenses. Any taxes due the State of Texas or the United States shall be the direct responsibility of the Visiting Scholar/Researcher.

2. The Visiting Scholar/Researcher will arrange, obtain, and maintain the necessary nonimmigrant visa to be a Visiting Scholar/Researcher at the UTT. UTT will reasonably assist as called upon in this regard.
3. The Visiting Scholar/Researcher hereby gives UTT permission to inquire into his education, references, driving record, employment, volunteer history, and criminal background. The Visiting Scholar/Researcher further gives permission to the holder of such records to release the same to UTT. The Visiting Scholar/Researcher understands that UTT will only use this information for the purpose of this Agreement.
4. The Visiting Scholar/Researcher will be subject to and required to comply with all the terms and conditions found in this Agreement, all applicable rules, policies, regulations and requirements of UTT and The University of Texas System Board of Regents' Rules and Regulations, and all applicable State and Federal laws, including, but not limited to, those relating to confidentiality, export controls, conflicts of interest, ethical behavior, equal opportunity, compliance, safety, health, and conduct. In addition, Visiting Scholar/Researcher shall perform the responsibilities required by this Agreement in a professional manner commensurate with his role at UTT.
5. This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents between the parties. During the term of this Agreement, Visiting Scholar/Researcher shall remain an employee of his home institution, _____, at all times.

D. Compliance with Export Control Laws

1. The Visiting Scholar/Researcher agrees (a) to comply with all U.S. export control laws and regulations, (b) to not take any action that would cause UTT to be in violation of any such laws or regulations, and (c) to contact the Office of Compliance (Phone: (903) 877-565-5561), Email: lbush@uttyler.edu) if he or she has any questions about Export Control Laws.
2. If applicable, to prevent the Visiting Scholar/Researcher from receiving any “use” technology controlled by the EAR, the Visiting Scholar/Researcher will comply with the following restrictions and conditions while on UTT property and during the term of this Agreement:
 - Will not work on any research or proposals during my visit except for the authorized research project (the “Authorized Research”).
 - Will not (a) enter any UTT laboratories except the _____ Laboratory, which is supervised by Dr. _____ and located in the _____ Building, Room _____ (the “Lab”) or (b) discuss any other research projects with UTT students, faculty or staff who work outside of the Lab without advanced written approval by Dr. _____. Any exceptions must be approved by Dr. Anna Kurdowska, Office of Research Compliance, after appropriate review of specific equipment, technology, or other property that may be export controlled.

- Will not remove any equipment, technology or other property from the Lab.
 - Will not use equipment from other UTT laboratories or use new equipment or software delivered to the Lab after his first day in the Lab. If necessary for his Authorized Research, Visiting Scholar/Researcher will use only equipment and technology found in the Lab on his first day in the Lab.
 - Will not access or attempt to access any technology controlled by any other export control regulations, including the U.S. Department of State under the International Traffic in Arms Regulations (“ITAR”).
 - Will not access or attempt to access the object or source code for any software, including software found on the computers in Lab.
 - If the prohibitions and restrictions found in this Section D. 3 would prevent the Visiting Scholar/Researcher from accomplishing Authorized Research, he will immediately seek guidance from both Dr. _____ and the UTT Office of Research Compliance.
3. Visiting Scholar/Researcher acknowledges that both the EAR and other related U.S. export control regulations apply to his individually, even when his actions are not related to UTT or to his Authorized Research. The Visiting Scholar/Researcher is responsible for ensuring that any personal purchases or exports of U.S. technology are compliant with applicable U.S. Export Control regulations and Visiting Scholar/Researcher acknowledges that UTT is not responsible for any violation related to such activities (e.g. Purchasing personal electronics such as iPads or other technology to take back to China.)

E. Intellectual Property

1. Pursuant to the Rules and Regulations of The University of Texas System Board of Regents (the “Board”), the Board automatically owns all intellectual property (including, but is not limited to, any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, research data, and computer software, whether subject to protection under patent, trademark, copyright, or other laws) created by the Visiting Scholar/Researcher during his appointment at UTT. Therefore, the Visiting Scholar/Researcher does hereby assign all his rights in such intellectual property to the Board and hereby acknowledges that he has no independent right or authority to convey, to assign, to encumber, or to license such intellectual property to any entity other than the Board.
2. While conducting his Authorized Activities, the Visiting Scholar/Researcher may also be exposed to or learn about other intellectual property owned by the Board, which intellectual property may consist of unpublished results, tangible research results, know-how, non-patentable information, patentable or other written or orally transmitted information. The Visiting Scholar/Researcher agrees that he will not disclose or release any such intellectual property to a third party without prior written approval from UTT's Office of the Senior Vice President for Research.
3. Subject to the ownership rights of the Board of Regents, the Visiting Scholar/Researcher may be allowed to create report(s) containing only technical information that the Visiting Scholar/Researcher has personally obtained as a result of his

collaboration and efforts in the Lab. However, any such report cannot be released if it undermines the Board's interest in any intellectual property it owns, including, but not limited to intellectual property described in Section E. 2 immediately above. Therefore, Dr. _____ must review and approve all such reports, which must be accompanied by an English translation if necessary, before the Visiting Scholar/Researcher releases such reports to a third party. Except as provided in this paragraph, the Visiting Scholar/Researcher is not otherwise authorized to transmit or disclose any technical information associated with his work in the Lab or his access to the Lab.

4. The timing, extent and content of all publications regarding the results of the Visiting Researcher's activities under this Agreement shall be at the discretion of UTT and Dr. _____.

F. Indemnification and Release from Liability

1. Visiting Scholar/Researcher shall and does hereby agree to defend, indemnify and hold harmless, indemnitees from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorney's fees), and other claims of any nature, kind, or description (collectively "claims") by any person or entity, arising out of, caused by, or resulting from the performance of this agreement and which are caused in whole or in part by any malicious misconduct, gross negligent act, or gross negligent omission of visiting Researcher. The provisions of this section shall not be construed to eliminate or reduce any other indemnification or right which any indemnitee has by law.
2. In consideration of being permitted to work in the Lab and of receiving other benefits under this Agreement, the Visiting Scholar/Researcher hereby releases and agrees to hold UTT, The University of Texas System, their Regents, officers, agents and employees, harmless from any and all losses, claims, damages, or liabilities of any kind (including death) that involve the Visiting Scholar/Researcher or his property and that may result from or occur during his activities as a Visiting Researcher, whether caused by the negligence of UTT, The University of Texas System, their Regents, officers, agents or employees, or otherwise.

G. Miscellaneous Provisions

1. The parties intend that a photocopy, scanned, facsimile, electronic, or other copy of this Agreement shall have the same effect for all purposes as an ink-signed original.
2. This Agreement shall be governed by the laws of the State of Texas.
3. Sections D, E, and F will survive the termination of this Agreement.
4. This Agreement may not be assigned by either party.

VISITING SCHOLAR/RESEARCHER

Signature: _____

Printed Name: _____.

Title: _____

Date: _____

THE UNIVERSITY OF TEXAS AT TYLER

Signature: _____

Printed Name: _____

Title: Department Chair

Date: _____