

AGREEMENT NO. UTA _____

Between

**** VISITING SCHOLAR/RESEARCHER ****
and

****COMPANY****

and

THE UNIVERSITY OF TEXAS AT AUSTIN

** COMPANY ** _____ (the "Company"), located at _____, _____ (the "Participant"), and The University of Texas at Austin, Austin, Texas (the "University"), a state component institution of The University of Texas System, enter into this Agreement. The University shall appoint the Participant as a Visiting Scholar/Researcher, in _____ (department or unit) under the direction of _____ (the "Nominator") for the purpose of providing training and related intellectual development and education. This Agreement authorizing the appointment shall commence _____ (beginning date), and will extend through _____ (ending date), provided the Participant's performance meets the expectations of and standards set by the Nominator and that the Participant complies with University policies and procedures.

Participant and Company Responsibilities

The Company shall be responsible for all costs and expenses incurred by the Participant under this Agreement, including, but not limited to, wages, fringe benefits, medical expenses, and travel and living expenses. Any taxes on Company benefits due the State of Texas or the United States shall be the direct responsibility of the Participant and the Company. The Company and the Participant will arrange, obtain, and maintain the necessary visa to be a Visiting Scholar/Researcher at the University. The University will reasonably assist as called upon in this regard.

The Participant will be subject to and required to observe all rules, regulations and requirements of the University and The University of Texas System Board of Regents' Rules and Regulations,¹ and all applicable State and Federal laws including but not limited to confidentiality, conflicts of interest, ethical behavior, equal opportunity, compliance, safety, health, and conduct.

The Participant will continue to be the assignee and employee of the Company at all times. The University will exercise administrative control

¹ <http://www.utsystem.edu/bor/rules.htm#Top>

and technical supervision over the Participant's research activities during the term of the visit.

USE IF APPLICABLE: The Company has generously agreed to provide the University an unrestricted gift to cover laboratory expenses associated with the research and training activities conducted under this Agreement.

Confidential Information

In the course of his/her research at the University, the Participant may acquire information that is the intellectual property of the University. This intellectual property may consist of unpublished results, tangible research results, know-how, non-patentable information, patentable or other written or orally transmitted information ("Confidential Information"). The Participant and the Company agree that no Confidential Information acquired by the Participant during his/her tenure at the University will be transmitted by the Participant in any form, either to the Company or to any third party.

The Company and Participant agree that Confidential Information disclosed by the University will not be released without prior approval from the University's Office of the Vice President for Research. The Participant may, however, report to the Company exclusively on his/her personally obtained research results. The Participant may report on such results only when their disclosure does not lead to acquisition of unpublished results or other intellectual property by the Company or any third party. All reports containing technical information by the Participant to the Company, or to a third party, will be accompanied by an English translation if necessary, which must be reviewed and approved by the Nominator in advance of transmittal of any report containing technical information. No other technical information will be transmitted or disclosed by the Participant.

Discoveries, Research Results, and Intellectual Property

In the event that discoveries result from the Participant's efforts at the University, such discoveries and any resulting know-how, patent application or patent will be the property of the University. Furthermore, the University will own all tangible research results and intellectual property generated by the Participant during his/her tenure at the University. This will include but will not be limited to know-how, patents, original data, computer programs, and records of work. Although owned by the University, the University agrees to make copies of information generated by the Participant's discoveries available to the Company on a confidential basis through the Participant, to the extent permitted by law or preexisting contractual commitments to third parties, and subject to

The University of Texas System Intellectual Property Policy and Guidelines.² 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 Nominator. If the work of the Participant, or the facilities and equipment used to support that work, are supported by a grant or contract, the Nominator and Participant agree to comply with the intellectual property provisions of that grant or contract as authorized by the University's Office of the Vice President for Research.

The Company agrees that the name of The University of Texas at Austin, its Regents, officers, agents and employees will not be used in any Company literature or for purposes of advertising or endorsing any Company products or services.

Hold Harmless

The Company and the Participant agree to hold harmless the University and The University of Texas System, their Regents, officers, agents and employees, from any loss, claim, damage, or liability of any kind (including death) involving the Company, the Participant or an agent or employee of the Company arising out of or in connection with this Agreement, except to the extent that it is directly due to the negligent acts or omissions of any of the Regents, officers, employees, or agents of the University.

Termination

The Participant affirms and acknowledges that as a non-employee Visiting Scholar/Researcher, he/she serves at the pleasure of the University, and that the affiliation with the University may be terminated at any time, without cause and without recourse.

Background Check

The Participant hereby gives The University of Texas at Austin permission to inquire into his/her education, references, driving record, employment, volunteer history, and criminal background. The Participant further gives permission to the holder of such records to release the same to The University of Texas at Austin. The Participant understands that The University of Texas at Austin will only use this information for the purpose of this Agreement.

² <http://www.utsystem.edu/bor/rules.htm#A10>

Export Control

The Company, Participant, and Nominator agree to comply with U.S. export control laws and regulations. Export-controlled information/technology cannot be disclosed to Parties without authorization from the University's Office of the Vice President for Research. Authorization could include obtaining a license from the Department of State or Commerce prior to release of the export-controlled technology/information. The Company, Participant, and Nominator agree that they will not at any time take any action that would cause the University to be in violation of any such laws and regulations and shall work cooperatively to ensure compliance.

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.

This Agreement shall be governed by the laws of the State of Texas.

<p>Participant</p> <p>By: _____ (signature)</p> <p>Name: _____ (printed or typed)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Company</p> <p>By: _____ (signature)</p> <p>Name: _____ (printed or typed)</p> <p>Title: _____</p> <p>Company Name: _____</p> <p>Date: _____</p>
<p>Nominator</p> <p>By: _____ (signature)</p> <p>Name: _____ (printed or typed)</p> <p>Title: _____</p> <p>Dept./Area: _____</p> <p>Date: _____</p>	<p>[for VP for Research Office use only] THE UNIVERSITY OF TEXAS AT AUSTIN</p> <p>By: _____ (signature)</p> <p>Name: _____ (printed or typed)</p> <p>Title: _____</p> <p>Date: _____</p>