

AGREEMENT NO. UTA _____
between
****SCIENTIST****
and
THE UNIVERSITY OF TEXAS AT AUSTIN

****SCIENTIST****, _____ (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 Participant as a visiting scientist, in the _____ (department) under the direction of Professor _____ ("Principal Investigator") for the purpose of providing training and related intellectual development and education. The appointment shall commence on or about _____, and will last through approximately _____, provided the Participant's performance meets the expectations of and standards set by the Principal Investigator and that Participant complies with University policies and procedures.

The Participant 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, travel and living expenses. Any taxes on Participant's stipend or Company benefits due the State of Texas or the Government of the United States shall be the direct responsibility of the Participant. The Participant will arrange, obtain, and maintain the necessary US visa to work in the United States. 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, including but not limited to safety, health, hours of work, and conduct. Leave, time off, and vacations of the Participant will be integrated with the requirements of the University.

The University will exercise administrative control and technical supervision over the Participant's occupational activities during the assignment.

In the course of his work with the Principal Investigator, Professor _____, the Participant may acquire information that is the intellectual property of the University. This intellectual property may consist of unpublished results, know-how, non-patentable information, patentable or other written or orally transmitted information ("Confidential Information"). The Participant agrees that no Confidential Information acquired by the Participant during his tenure at the University will be transmitted by the Participant in any form to any third party. The Participant can, however, report exclusively on his personally obtained results but will report on such results only when their disclosure does

not lead to acquisition of any unpublished results or other intellectual property by any third party. All technical reports containing technical information by the Participant to a third party will be accompanied by an English translation, which will be authorized by the Principal Investigator for transmittal. No other technical information will be transmitted or disclosed by the Participant.

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 be the owner of all 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 Participant's discoveries available to the Participant on a confidential basis, 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. 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 Principal Investigator.

The Participant agrees to hold the University and The University of Texas System, their Regents, officers, agents and employees, harmless from any loss, claim, damage, or liability of any kind involving the Participant and 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.

The Participant agrees to comply with the U.S. export control laws and regulations. Export-controlled information/technology cannot be disclosed to Parties without authorization from the University's Office of Sponsored Projects. Authorization could include obtaining a license from the Department of State or Commerce prior to the release of the export-controlled technology/information. The Participant agrees that he/she will not at any time take any action which would cause University to be in violation of any such laws and regulations. Each party shall work cooperatively to ensure the parties' compliance.

The Participant agrees that he/she will not release Confidential Information disclosed by University without prior approval from University's Office of Sponsored Projects.

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

PARTICIPANT

By: _____

Title: _____

Date: _____

**THE UNIVERSITY OF TEXAS
AT AUSTIN**

By: _____

Susan W. Sedwick
Associate Vice President

Title: for Research

Date: _____

PRINCIPAL INVESTIGATOR

By: _____

Title: _____

Date: _____