

**AGREEMENT NO. UTA \_\_\_\_\_**  
**between**  
**\*\*SCIENTIST\*\***  
**and**  
**\*\*COMPANY\*\***  
**and**  
**THE UNIVERSITY OF TEXAS AT AUSTIN**

**\*\*COMPANY\*\***, located at \_\_\_\_\_ (the "Company"),  
\_\_\_\_\_ (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 \_\_\_\_\_ of  
\_\_\_\_\_ 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 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, 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 and the Company. The Company and  
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 shall be taken in accordance with the policy  
of the Company; however, it is expected that such leave, etc. will be  
integrated with the requirements of the University.

The Participant will continue to be the assignee and employee of the  
Company at all times. The University will exercise administrative control  
and technical supervision over the Participant's occupational activities  
during the assignment.

**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.

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 and the Company agree that no Confidential Information acquired by the Participant during his tenure at the University will be transmitted by the Participant in any form either to the Company or to any third party. The Participant will, however, report to the Company exclusively on his personally obtained results and will report on such results only when their disclosure does not lead to acquisition of any unpublished results or other intellectual property by the Company or any third party. All technical reports containing technical information by the Participant to the Company, or 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 own 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 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. 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 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.

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 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.

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

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 Sponsored Projects.

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

**COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE UNIVERSITY OF TEXAS  
AT AUSTIN**

By: \_\_\_\_\_

Susan W. Sedwick  
Associate Vice President

Title: for Research

Date: \_\_\_\_\_

**PARTICIPANT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PRINCIPAL INVESTIGATOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_