

VISITING SCHOLAR / RESEARCHER / STUDENT (V/VS) AGREEMENT

This Agreement is made effective as of _____ (the "Effective Date") by and between the University of Massachusetts, as represented by its _____ campus, (hereinafter "UMass"), an institution of higher education of the Commonwealth of Massachusetts and _____ (hereinafter referred to as "V/VS").

WHEREAS, the _____ research program and/or visit contemplated by this agreement is of mutual interest and benefit to the parties, and will further the knowledge, experience and skills of the Researcher, Student, or Visiting Scholar (V/VS) and the instructional and research objectives of UMass in a manner consistent with its status as an institution of higher education;

NOW, THEREFORE, the parties hereto agree to the following terms, as a condition of V/VS's visit or participation in the research project:

1. **PURPOSE.** The V/VS understands that UMass' primary mission is education and advancement of knowledge and the research will be designed to carry out that mission.
2. **CONSIDERATION TO V/VS.** UMass shall at its sole discretion, provide the V/VS with access to research projects of interest to V/VS. V/VS agrees that there is to be no monetary compensation, other than reimbursement of expenses at UMass' discretion and that which may be available under clause 7c herein, if V/VS is deemed to be an inventor on patentable technology resulting from the research project.
3. **TERM.** The term of this agreement is for (_____) months/year. Either party may terminate future performance of the agreement at will upon written notice to the other party. Obligations of clause 5, will survive any termination of this agreement.
4. **OTHER RESEARCH.** The V/VS understands that UMass may be involved in similar research through other researchers on behalf of itself and others. UMass shall be free to continue such research. The V/VS shall not gain any rights via this agreement to other research.
5. **PROPRIETARY AND CONFIDENTIAL MATERIAL.** "Proprietary and confidential material," for the purposes of this agreement, shall mean certain proprietary and confidential material and information that the V/VS is provided, during the term of this agreement, by UMass, its affiliates, trustees, officer, employees, agents, faculty, students or by others in connection to research being performed at the UMass or by its affiliates, including without limitation any trade secrets and unpublished know-how.
 - a. V/VS agrees to use all reasonable diligence to prevent disclosure of such proprietary and confidential material to any third party, unless so authorized in writing by UMass. V/VS shall not, directly or through others, allow such proprietary and confidential material to be reproduced, disclosed, copyrighted, published, incorporated into any patent application or used for any purpose other than that explicitly allowed in writing by UMass.
 - b. V/VS's confidentiality obligations under this agreement shall be limited to a period of five (5) years from the date of receipt of the proprietary and confidential material. V/VS shall not have any obligation of confidentiality with respect to any proprietary and confidential material that:
 - i. Was already in V/VS 's possession on a non-confidential basis prior to receipt from UMass and can be so documented; or
 - ii. Is in the public domain, by public use, general knowledge or the like, or after disclosure hereunder, becomes general or public knowledge through no fault of V/VS ; or
 - iii. Is properly obtained by V/VS from a third party not under a confidentiality obligation to UMass;
 - iv. Is explicitly approved for release by written authorization of UMass; or
 - v. Is independently developed or discovered, without any use of UMass' proprietary and confidential material; or
 - vi. Is required by law or court order to be disclosed.
6. **PUBLICATIONS.** UMass shall be free to publish the results of the research. Any publications shall give

appropriate recognition to the contributions made by the V/VS. V/VS agrees not to publish any portion of the research without the express written permission of UMass.

7. **INTELLECTUAL PROPERTY.** An important responsibility of UMass, and one of the purposes of this Agreement, is to ensure that the results of research are applied in a manner which best serves the interests of UMass and the public, while also protecting the interests of the V/VS and UMass. In furtherance of this purpose and policy, the following provisions are mutually agreed to:
 - a. V/VS agrees to be bound by the UMass Intellectual Property Policy (BoT Doc. T96-040) (the "Policy"). V/VS agrees that he/she has read the Policy. Title and ownership of any intellectual property created (conceived and/or reduced to practice) as a result of V/VS's efforts while at UMass, whether or not copyrighted, patented or patentable, or otherwise, created solely by V/VS or jointly with UMass researchers shall remain with UMass; unless otherwise specified by the Policy.
 - b. V/VS agrees to promptly disclose in writing to UMass any intellectual property created (conceived and/or reduced to practice) as a result of his/her work at UMass. V/VS also agrees not to file for any Patent(s) related to his/her work at UMass or related to any proprietary and confidential material provided by UMass, without the written permission of UMass.
 - c. The V/VS hereby assigns, transfers, and conveys to UMass all of his/her right, title, and interest in any inventions, copyrightable works, and tangible materials for which UMass asserts ownership under the Policy. At the request of UMass, I agree to execute and deliver promptly a specific assignment to UMass all of my right, title, and interest to such intellectual property, including without limitation any proprietary rights arising from patent applications or copyright registration in the United States and foreign countries. I further agree to supply UMass with all information and to execute all documents necessary to obtain and maintain patents, copyrights, or other forms of legal protection for such intellectual property. I hereby appoint UMass as my attorney to execute and deliver such documents on my behalf in the event that I should fail or refuse to fulfill my obligations under this section within a reasonable period of time.
8. **ASSUMPTION OF THE RISK.** V/VS agrees to abide by all UMass rules and regulations while performing research on UMass premises, including, but not limited to, safety, health and hazardous material management rules. The V/VS understands that he/she may be working with or in close proximity to very dangerous equipment or materials while conducting his/her experiments. The V/VS agrees that he/she will not operate the equipment or handle dangerous/toxic materials without the permission of UMass management and without UMass supervision. The V/VS understands that considerable risks exist in the handling of items such as but not limited to high voltage electrical equipment, electrical plasma, toxic chemicals and/or biological materials. Exposure to such equipment or materials can cause severe physical injury or death or the deterioration of bodily functions and organs, and other fatal injuries. Other risks specific to the project include but are not limited to the following: _____
The V/VS agrees to assume the risk and agrees to hold UMass, its employees, and others using the research facilities harmless.
9. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. Neither this Agreement nor any right, remedy, obligation, or liability arising hereunder shall be assignable by either party without the prior written consent of the other party; any attempted assignment is void.
10. **GOVERNING LAW.** The validity and interpretation of this Agreement and the legal relationship of the parties to it shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles.
11. **EXPORT CONTROL.** It is the mission and policy of University of Massachusetts to conduct instruction and basic fundamental research openly and without prohibitions on the dissemination of learning or research results. The parties agree to comply with all applicable laws, including but not limited to the U.S. Export Administrative Regulations and International Traffic in Arms Regulations, that pertain to necessary licenses, certification standards, and legal considerations with regard to exports and export control. The Parties acknowledge their awareness that violation of such export requirements may constitute a crime.

12. **FORCE MAJEURE.** Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any other conditions of whatsoever nature or description beyond their reasonable control.
13. **SEVERABILITY.** All provisions of this Agreement shall apply only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of other provisions of this Agreement shall not be affected thereby.
14. **RIGHTS AND OBLIGATIONS.** The rights and obligations of this shall survive and continue after any expiration or termination of this Agreement and shall bind the parties and their legal representative, successors, heirs, and assignees. The V/VS agrees to comply, and to do all things necessary for UMass to comply, with all applicable Federal, State and local laws, regulations and ordinances, insofar as they relate to the research. V/VS acknowledges that UMass may terminate his/her visit at its sole discretion.
15. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between UMass and V/VS for the research, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, scheduled dates for reports or deliverables, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.
16. **AGREEMENT OF EMPLOYER OF VS/V.** The employer of the V/VS joins in this agreement if no current Memorandum of Understanding between the employer and UMass has been executed.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

UNIVERSITY OF MASSACHUSETTS

RESEARCHER / STUDENT OR VISITING
SCHOLAR (V/VS)

Signature: _____

Signature: _____

Print name: _____

Date: _____

Date: _____

Citizen of: _____

Print name of Department Hosting V/VS:

Permanent Address: _____

City: _____

Signature of Dean:

Postal Code: _____

_____ Date: _____

Tel: _____

Signature of Dept. Chair:

Email: _____

_____ Date: _____

Print name of Professor hosting V/VS:

*The section below should be completed by
Employer of V/VS.*

Print Name of Employer:

Signature of Authorized Official:

_____ Date: _____

Print Name of Authorized Official:

Print Title of Authorized Official:
