

## Visiting Scholar/Scientist/Student Agreement

This agreement is among the Regents of the University of Michigan (“Michigan”) and the other parties identified below. The parties hereby agree as follows.

### Definitions

“*Authorized Activities*” means [provide non-confidential description of activities to be conducted by or with Visitor at Michigan or using Michigan resources; it is important to identify all facilities that are to be accessed and/or used.]

“*Directly or indirectly*” is intended in its broadest sense, and means acting jointly with, through, on behalf of, or by means of any other funds, resource, person, or entity, or otherwise (e.g., without any of the foregoing). It includes, for example, acting through or with another individual that may or may not be a Michigan employee; use of Michigan resources via, with, or through one or more intermediates; use of Michigan resources with or through other resources that are not administered by Michigan; and/or use of Michigan resources that are received through non-Michigan personnel or resources.

“*Intellectual Property*” means inventions, processes, compositions, life forms, computer software, copyrighted works, mask works, research tools, data, laboratory notes, trade and service marks, Tangible Materials, and legal rights to the same, but excludes scholarly works that are created by Visitor fully at Visitor’s own initiative and as defined under applicable Michigan policies, unless grant terms or law provide otherwise. For clarity, such legal rights include Visitor’s right, title and interest in and to any patent applications, patents, and copyrights relating to or covering the recited items, as well as any renewals, extensions, applications claiming priority thereto, applications claiming common priority, divisionals, continuations, continuations-in-part, substitutes, reissues, reviews, reexaminations, and foreign counterparts thereof, anywhere in the world.

“*Made*” (or variations) in the context of Intellectual Property refers to conceiving or reducing to practice.

“*Subject Intellectual Property*” means Intellectual Property made, in whole or in part, as the result of or in connection with administration, research, or other educational activities conducted by Visitor and supported directly or indirectly by funds administered by Michigan, regardless of the source of such funds. Funds administered by Michigan include, but are not limited to, materials, facilities, grant funding or other forms of research sponsorship; salary and time supported by salary or other compensation; resources such as laboratories, services, reagents, equipment, data, or materials; and/or advantaged or other unique access to other Michigan faculty or staff; and/or other Michigan resources.

1. Visitor agrees to comply with each of the following: (a) the laws of the United States, as well as the State of Michigan, and local laws; (b) the Michigan Standard Practice Guide, and policies and regulations of the Michigan; (c) Michigan safety standards, to include laboratory safety; and (d) the same standards of conduct applicable to Michigan students and/or employees. Visitor shall diligently cooperate with Michigan’s compliance activities relating to any of the foregoing, and shall not take any action that would cause Michigan to be in violation of any the foregoing laws or regulations. Visitor is responsible for ensuring that each personal purchase or export of U.S. technology made by Visitor and unrelated to the Authorized Activity is compliant with applicable U.S. Export Control regulations. Visitor acknowledges that Michigan is not responsible for any violation laws or regulations or breaches of any of the foregoing.

2. Visitor agrees to promptly and satisfactorily complete compliance training as identified and provided by Michigan. If so deemed by Michigan, such training may be required prior to beginning any or all Authorized Activities at Michigan.

3. Visitor: (a) shall not work on any research or proposals during the visit except for the Authorized Activity (or as may be specifically approved in writing by the Faculty Host); (b) shall not enter any Michigan laboratories except as identified in herein; (c) shall not remove any equipment, technology, data or other property from Michigan; (d) shall not use equipment from other Michigan laboratories or use new equipment or software delivered to the facilities of the Faculty Host after visit commence date without express permission of the Faculty Host; (e) shall 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”); and (f) shall not access or attempt to access the object or source code of/for any software.

4. Visitor hereby assigns Visitor’s entire right, title, and interest in Subject Intellectual Property to Michigan, except as may be otherwise specifically provided herein. For clarity, (a) the foregoing assignment includes all royalties or other revenues derived from such Intellectual Property as well as rights of priority in foreign patent applications; and (b) “administered” includes provided, brought into use, overseen, controlled, regulated, and/or directed or paid through Michigan accounts.

5. *Non-Profits Paying Full Salary and Benefits.* Notwithstanding the foregoing, if both (a) Institution is a Non-Profit Research Institution and (b) Institution is obligated to pay (and does in fact pay) Visitor’s entire regular salary and benefits throughout the Dates of Visit (as stated below), then the prior provision does not and shall not apply. Instead, Visitor shall assign, and does hereby assign, Visitor’s entire right, title, and interest in Subject Intellectual Property jointly and equally to Michigan and Institution.

6. *Research Results.* Visitor agrees to promptly disclose to, and share with, Visitor’s Michigan Faculty Host and Michigan’s Innovation Partnerships ([www.innovationpartnerships.umich.edu](http://www.innovationpartnerships.umich.edu)) any research, invention, data, software, or discovery that may potentially give rise to Intellectual Property. Visitor shall not disclose any of the foregoing, or any data or information owned or controlled by Michigan to which Visitor receives access, to any third party without the prior express written permission of the Michigan Faculty Host.

7. Visitor agrees to cooperate fully with Michigan, including its Innovation Partnerships, in the preparation, filing, prosecution, defense or enforcement of patents, copyrights or other legal protections for any Intellectual Property, and in the execution of all documents implementing this Agreement.

8. Visitor agrees that, upon leaving Michigan, Visitor shall not remove any tangible research materials unless (a) Visitor has received written approval from the Michigan Faculty Host, and (b) Visitor has ensured compliance with applicable laws, including export laws. While at Michigan, Visitor may (pursuant to other grants of access) have access to digital publications, data, information, software, and the like that have been licensed to Michigan. Visitor may use these materials only while at Michigan and solely to the extent necessary in connection with Visitor’s Authorized Activities and association with Michigan. Visitor may not retain copies of any such materials after the expiration of Visitor’s association with Michigan.

9. Visitor shall not disclose to Michigan or use in Visitor’s work at Michigan (unless otherwise agreed in writing): (a) any proprietary information of any of Visitor’s current or prior employers or of any third party, such information to include, without limitation, any trade secrets or confidential information with respect to the business, work or investigations of such employer or other third party; or (b) any ideas, writings, or Intellectual Property of Visitor which are not included in Section 6 (Research Results) above within the scope of this Agreement.

10. Visitor agrees that, in the course of Visitor’s Michigan activities, Visitor is subject to the terms and conditions of Michigan policies, as they may be amended from time to time, related to intellectual property and research, including but not limited to Standard Practice Guide 303.04, Standard Practice Guide 303.06, and Regents Bylaw 3.10, each of which can be found on Michigan’s website.

11. Visitor acknowledges that the basic objective of research and scholarly activities at Michigan is the generation of new knowledge and its expeditious dissemination. Michigan and Visitor agree to use good faith efforts to collaborate on joint publications stemming from Authorized Activities under this Agreement. However in the event such publication is not forthcoming within a reasonable timeframe after the completion of Authorized Activities (not to exceed sixty (60) days thereafter), either Party retains the right, at its discretion, to demonstrate, publish or publicize the results of research or any inventions that result from the Authorized Activities under this Agreement provided:

- (a) the non-publishing Party is provided with copies of any proposed publication or presentation at least forty-five (45) days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party; and
- (b) in accordance with scientific custom, the publishing Party notes the contributions of the non-publishing Party through acknowledgement or co-authorship, as appropriate; and
- (c) the non-publishing Party has not, within thirty (30) days after receipt of said copies, objected in

writing to such proposed presentation publication.

12. Notwithstanding anything else to the contrary, Michigan shall have the right to object to a proposed publication or presentation on the grounds Michigan Confidential Information is contained within said publication or presentation. Visitor agrees it must remove any Michigan Confidential Information prior to proceeding with publication or presentation. Any Party may object to a proposed publication or presentation on the grounds it contains patentable information, in which case the publishing Party agrees to delay for an additional sixty (60) days to allow a patent application to be filed by the Party owning the such patent rights under this Agreement.

13. Visitor assumes all the risk of participating in the activities described herein and releases from liability, waives, discharges and covenants not to sue Michigan; and their officers, servants, agents, or employees, including students participating in Activities, for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, involving Visitor or Visitor's property.

14. Visitor shall not represent that Visitor has an academic appointment at Michigan. Visitor shall not claim a Michigan affiliation for any purpose, including applying for grants and contracts.

15. This agreement shall be construed in accordance with the laws of the state of Michigan.

**For Visitor:** I have read and understand the statement above, have had the opportunity to ask questions of Michigan and my home institution, and hereby agree to the above.

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

Michigan Faculty Host: \_\_\_\_\_

Michigan Host Department: \_\_\_\_\_

Dates of Visit:

(include dates of UM affiliation with access (e.g., early arrival, delayed/extended program))

**For Home Employer/Institution ("Institution"):** Institution agrees, in addition to the foregoing, that (a) nothing above is inconsistent with any Institution policy or contract and (b) Institution makes no claim to ownership of the Intellectual Property.

Employer/Institution ("Institution"):

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Return a copy to:

Michigan Host Department