

VISITING SCIENTIST AGREEMENT

Between

NORTH CAROLINA STATE UNIVERSITY

And

Rev. 5/15

THIS AGREEMENT made this ____ day of _____ 20____, by and on behalf of North Carolina State University (“NC State”) located in Raleigh, North Carolina, and visiting scientist from _____, hereinafter referred to as “Visiting Scientist.”

WHEREAS, NC State desires to have Visiting Scientist perform research at NC State; and

WHEREAS Visiting Scientist represents that he/she is ready, willing and able to perform such research;

THEREFORE, the parties mutually agree as follows:

ARTICLE I. SCOPE OF WORK

A. General objectives (desired end result): _____

_____.

B. Specific objectives and tasks (Attach protocol, if possible): _____

_____.

ARTICLE II. AGREEMENT PERIOD

This agreement shall commence on _____, 20____ and terminate on _____, 20____.

ARTICLE III. COMPENSATION

A. _____

_____.

B. Prior authorization by NC State benefiting department is required for any travel taken under this Agreement for which reimbursement is requested.

ARTICLE IV. REPORTING

In reporting the services performed hereunder, Visiting Scientist shall report to _____.

ARTICLE V. CONFIDENTIALITY AND OBLIGATIONS OF VISITING SCIENTIST

A. The Visiting Scientist throughout the Agreement Period, agrees to comply with all NC State policies, rules and regulations concerning research activities and participation on the NC State campus that apply to employees of NC State.

B. Confidentiality. During the Study Period, it will be appropriate and necessary for the Visiting Scientist to be physically present in laboratories at NC State and thereby have access to certain NC State technical, experimental and business information, including research plans, tools, technologies, materials and research results. Accordingly, all NC State information, whether in written, verbal or other form, disclosed to or accessed by Visiting Scientist should be considered as confidential and proprietary to NC State. The Visiting Scientist agrees to hold all such information in confidence and not to disclose it to third parties, including Visiting Scientist’s Employer Institution, without the express written consent of NC State.

NC State does not wish to receive, inadvertently or otherwise, information which is confidential or in any way proprietary to a third party, including Visiting Scientist’s primary employer.

ARTICLE VI. INTELLECTUAL PROPERTY

A. Visiting Scientist warrants that he/she will not knowingly infringe the intellectual property rights of a third person in the performance of research pursuant to this Agreement.

B. In consideration for the fees paid to Visiting Scientist and other benefits set forth in Article III, Visiting Scientist agrees that NC State shall own all right, title and interest in and to any data, product or process which Visiting Scientist, alone or with others, develops while performing research pursuant to this Agreement. Visiting Scientist hereby transfers any and all rights which he or she may acquire in and to any invention, patent, copyright (regardless of whether such work is deemed a “work for hire”), or other proprietary data or materials of any

kind and agrees to execute any and all documents requested by NC State in accordance with this provision. Should Visiting Scientist be an “inventor” as that term is defined under the patent law of the United States, he or she shall be named as an inventor on the patent application and, unless Visiting Scientist is precluded by force of employment, Visiting Scientist shall be the recipient of a share of the net income stemming from any eventual commercial license of technology(ies) developed by Visiting Scientist while working at NC State. The value of this share shall be dictated by NC State’s Intellectual Property Policy in effect at the time the invention is disclosed to NC State.

C. Visiting Scientist warrants that his/her Employer Institution is aware of and agrees to Visiting Scientist’s providing services under this Agreement. Visiting Scientist further warrants that he/she has disclosed the terms of this intellectual property clause to his/her Employer Institution.

ARTICLE VII. EXAMINATION OF RECORDS AND VISITING SCIENTIST’S PROGRESS

NC State shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Visiting Scientist related to his or her work under this Agreement until the expiration of three years after the Agreement terminates as provided in Article II.

ARTICLE VIII. LIABILITY

In consideration for the Visiting Scientist’s participation in NC State research, the Visiting Scientist releases and agrees to hold NC State and the University of North Carolina, their Board of Trustees and Governors, officers, agents and employees harmless from any loss, claim, damage, or liability of any kind involving the Visiting Scientist or his/her property and arising out of this Agreement.

NC State, to the extent authorized under the laws of the State of North Carolina, shall be responsible for personal injury or property damage caused by the negligent acts or omissions of its officers, employees, and agents while performing NC State duties. N.C. Gen. Stat. §143-291 et. seq.

ARTICLE IX. PUBLICITY

No press release or publicity containing any reference to NC State shall be made by Visiting Scientist or anyone on Visiting Scientist’s behalf unless and until the same shall have first been submitted to and received the written approval of an authorized representative of NC State.

ARTICLE X. TERMINATION

NC State may, by written notice to Visiting Scientist, terminate this contract in whole or in part at any time, either for NC State’s convenience or because of the failure of Visiting Scientist to fulfill his/her contract obligations. Upon receipt of such notice, Visiting Scientist shall: 1) immediately discontinue all services affected (unless the notice directs otherwise) and 2) deliver to NC State all data, reports, summaries, and such other information and materials as may have

been prepared for and/or accumulated by Visiting Scientist in performing this Agreement, whether completed or in progress. After receiving notice of termination, Visiting Scientist shall not incur any new obligations and shall cancel as many outstanding obligations as possible. Visiting Scientist shall be paid for all satisfactory work performed prior to termination.

Unless sooner terminated by NC State or Visiting Scientist, the term of this contract shall be as set forth in Article II above; but may be extended on a monthly basis by mutual written agreement between the parties, to a maximum of six (6) months.

ARTICLE XI. ASSIGNABILITY

Visiting Scientist shall neither assign nor delegate any interest in this Agreement or duties under this Agreement without the prior written consent of NC State.

ARTICLE XII. WAIVER OF DEFAULT

Any failure by NC State to enforce or require the strict performance by Visiting Scientist of any of the terms or conditions of this Agreement shall not constitute a waiver by NC State of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of NC State at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.

ARTICLE XIII. APPLICABLE LAWS

Visiting Scientist will comply with all applicable federal, state, and local laws, and all policies, rules, and regulations of NC State. This Agreement shall be governed by the law of North Carolina.

ARTICLE XIV. NON-DISCRIMINATION

In the performance of services under this Agreement, Visiting Scientist shall not discriminate on the basis of race, color, national origin, religion, creed, sex, age, disability, or veteran status.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement the day, month and year first written above.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

VISITING SCIENTIST

By signing this contract I represent that I will comply will all its terms and with all applicable NC State Policies. I hereby declare that I **can/cannot** (circle one) (_____ initials here) receive income stemming from eventual license(s) of technology(ies) I may develop while working at NC State.

Name: _____
Address: _____

City, State, Zip _____

Date: _____

Name: _____
Company: _____
Title: _____
Date: _____
(Signature block for employer, if necessary)

NORTH CAROLINA STATE UNIVERSITY

I acknowledge the existence of this contract and I will aid in the observance of NC State's Policies by Visiting Scientist.

Name: _____
Hosting Scientist
Department: _____
Date: _____

Name: _____
Department Head
Department: _____
Date: _____

Authorized by:

Name: _____
Associate Vice Chancellor for Research Administration
Date: _____