

NONEMPLOYEE RESEARCH AFFILIATE AGREEMENT

This Agreement is entered into by _____ (“Visitor”) who is an employee of _____ and the University of Texas at Austin (“University”), a state agency and component of The University of Texas System. The University shall appoint Visitor as a Nonemployee Research Affiliate in the Department of _____ under the direction of Professor _____ (“Sponsor”).

Article 1 – The Visit

Visitor’s unpaid appointment with University will begin on or about _____ and conclude on or about _____, provided the Visitor’s performance meets the expectations of and standards set by the Sponsor and that Visitor complies with University policies and procedures. If Visitor’s appointment expires or is terminated before the planned end date, the Visitor’s association with University will immediately end unless expressly extended. Upon completion of the visit, Visitor shall immediately return all University property, including but not limited to any identification card, keys, laboratory clothing, books, electronic equipment, research data, and documents.

The objectives of the visit are _____ (attach additional page as necessary). Said activities are hereafter referred to as “Authorized Activities.” All research and scholarly activity conducted by Visitor at UT will be done so under the supervision of Sponsor. These activities will be conducted at the _____, located at _____.

Article 2– Terms of Appointment

Visitor’s title during the period of this agreement is _____. This title is a courtesy designation that does not signify a formal association with or employment by University. Visitor shall not represent that Visitor has an academic appointment at University. Visitor may not claim a University affiliation for the purpose of applying for grants and contracts. Visitor’s title does not confer upon Visitor status as an employee of University or any benefits other than those set forth in this agreement.

Article 3 – Financial Support

Visitor is responsible for all costs associated with this visit, including but not limited to living expenses, wages, health insurance, medical expenses, travel expenses, and activities which the Visitor orders or incurs, except those specifically authorized by University. Any taxes due the State of Texas or the United States shall be the direct responsibility of the Visitor.

Article 4 – Behavior and Expectations

1. Visitor agrees to abide by (a) the laws of the United States, as well as state and local laws; (b) policies and regulations of the University and The University of Texas System Board of Regents; (c) University safety standards, to include laboratory safety; and (d) the same standards of conduct applicable to University students and/or employees.
2. Visitor will arrange, obtain, and maintain the necessary nonimmigrant visa to be a Visitor at University.
3. Visitor must procure and maintain health and/or accident insurance coverage that covers any personal injury that may be sustained while at University, regardless of cause, and shall provide proof of such insurance upon request. Visitor shall not attempt to claim coverage under any University policy or University-self-insurance program.

4. Visitor must be able to demonstrate sufficient mastery of the English language to be able to communicate effectively with University personnel responsible for overseeing Visitor activities and be able to safely participate in the designated activities.
5. Visitor agrees to a background check, which is a requirement of all appointments at University.
6. Visitor agrees to complete mandatory compliance training as deemed by the University as necessary and appropriate.

Article 5 – Access to Information and Materials

While at University, Visitor may have access to digital publications, data, information, software, and the like that have been licensed to University. Visitor may use these materials only while at University and solely to the extent necessary in connection with Visitor's Authorized Activities and association with University. Visitor may not retain copies of any such materials after the expiration of Visitor's association with University.

Article 6 – Confidentiality

Visitor undertakes to preserve the confidentiality of any document, information, knowledge, pre-existing know-how, or other material communicated to them in relation with any Activity conducted in the context of this Agreement. Disclosure of information to third parties shall not be allowed unless explicit prior consent by appropriate University official is given in writing. The confidentiality obligations of this Agreement shall not apply to information that: (a) is in the public domain at the time of its disclosure; (b) is known to the receiving party prior to the time of disclosure; (c) becomes public information or generally available to the public except by an unauthorized act or omission of the receiving party; (d) is lawfully obtained by the receiving party from a third party having no preexisting relationship, obligation or commitment to the disclosing party and having the legal right to disclose the information; (e) is independently developed by the receiving party without access to information of the disclosing party which is subject to this Agreement; or (f) is required by any federal or state law, regulation or statute and/or court or administrative order to be disclosed.

Article 7 – Publication

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

1. 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
2. in accordance with scientific custom, the publishing Party notes the contributions of the non-publishing Party through acknowledgement or co-authorship, as appropriate; and

3. the non-publishing Party has not, within thirty (30) days after receipt of said copies, objected in writing to such proposed presentation publication in accordance with Article 6.2 of this Agreement

University shall have the right to object to a proposed publication or presentation on the grounds University Confidential Information is contained within said publication or presentation. Visitor agrees it must remove any University 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 thirty (30) days to allow a provisional patent application to be filed; for greater certainty, a provisional patent application shall be considered to be a patent application in the United States of America for the purposes of this Agreement.

Article 8 – Intellectual Property

1. Pursuant to the Rule and Regulation 90101 of The University of Texas System Board of Regents (the “Board”), the Board retains ownership rights to all intellectual property (including, but is not limited to, any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, research data, and computer software, whether subject to protection under patent, trademark, copyright, or other laws) created by Visitor during the appointment at University. Therefore, Visitor does hereby assign all rights in such intellectual property to the Board and hereby acknowledges that Visitor has no independent right or authority to convey, to assign, to encumber, or to license such intellectual property to any entity other than the Board.
2. Pursuant to these policies and in consideration of Visitor’s participation in projects administered by the University, access to or use of facilities provided by University and/or other valuable consideration, Visitor hereby agree as follows:
 - a. Visitor will disclose to University all potentially patentable inventions conceived or first reduced to practice in whole or in part in the course of, and related to, Visitor’s University responsibilities, Visitor’s participation in research, or other projects at University with more than casual use of University resources. Visitor further hereby assigns jointly to University and Visitor’s non-University employer all rights, title and interest in such patentable inventions and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Such assignment is not inconsistent with the terms of Visitor’s continuing employment outside of University or with any other agreement Visitor has entered into.
 - b. Visitor will not use any information defined as confidential or proprietary by Visitor’s non-University employer in the course of Visitor’s University activities, and Visitor will not do any consulting or any work for Visitor’s non-University employer while at any facility owned or leased by University.
 - c. Visitor is free to place his or her inventions in the public domain as long as in doing so neither Visitor nor University violates the terms of any agreements that governed the work done, or agreements with Visitor’s non-University employer.
 - d. Visitor recognizes University’s policy that all rights in copyright shall remain with the creator unless the work:

- i. Is a University work-for-hire,
 - ii. Is supported by a direct allocation of funds through University for the pursuit of a specific project,
 - iii. Is commissioned by University,
 - iv. Makes significant use of University resources or personnel, or
 - v. Is otherwise subject to University-related contractual obligations.
3. Visitor will assign and confirm in writing to University all rights, title and interest, including associated copyright, in and to copyrighted materials falling under i) through v) above.
4. Visitor will not enter into any agreement creating copyright or patent obligations in conflict with this agreement.
5. While conducting Authorized Activities, Visitor may also be exposed to or learn about other intellectual property owned by the Board, which intellectual property may consist of unpublished results, tangible research results, know-how, non-patentable information, patentable or other written or orally transmitted information. Visitor agrees to not disclose or release any such intellectual property to a third party without prior written approval from University's Office of the Vice President for Research.
6. Subject to the ownership rights of the Board of Regents, Visitor may be allowed to create report(s) containing only technical information that Visitor has personally obtained as a result of Authorized Activities. However, any such report cannot be released if it undermines the Board's interest in any intellectual property it owns. Therefore, Sponsor must review and approve all such reports, which must be accompanied by an English translation if necessary, before Visitor releases such reports to a third party. Except as provided in this paragraph, Visitor is not otherwise authorized to transmit or disclose any technical information associated with work at University or access to University facilities.

Article 9 – Export Control

1. Visitor agrees (a) to comply with all U.S. export control laws and regulations and (b) to not take any action that would cause University to be in violation of any such laws or regulations.
2. If applicable, to prevent the Visitor from receiving any "use" technology controlled by the EAR, Visitor will comply with the following restrictions and conditions while on University property and during the term of this Agreement:
 - a. Will not work on any research or proposals during the visit except for the authorized activity described in Article 1.
 - b. Will not (a) enter any university laboratories except as identified in Article 1 or (b) discuss any other research projects with University students, faculty or staff who work outside of the space identified in Article 1 without advanced written approval by Sponsor.
 - c. Will not remove any equipment, technology, data or other property from University.
 - d. Will not use equipment from other university laboratories or use new equipment or software delivered to the Lab after visit commence date without express permission of Sponsor.

- e. Will 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”).
 - f. Will not access or attempt to access the object or source code for any software, including software found on computers.
3. Visitor is responsible for ensuring that any personal purchases or exports of U.S. technology unrelated to Visit are compliant with applicable U.S. Export Control regulations, and Visitor acknowledges that University is not responsible for any violation related to such activities.

Article 10 – Non-Use of Names

Visitor and University agree that it will not use the name, trademark, or other identifier of the other Party for any advertising, promotion, or other purpose without the express prior written consent of the other Party.

Article 11 – Public Records

Visitor shall allow public access to all documents, paper, letters, or other material subject to the provisions of the Texas Public Information Act and the Texas Open Meetings Act, and made or received by Visitor in conjunction with this Agreement. Provision of said information will be at the discretion of the University Office of Legal Affairs.

Article 12 – Assumption of Risk and Waiver of Liability

Visitor assumes all the risk of participating in the activities described herein and releases from liability, waives, discharges and covenants not to sue The University of Texas at Austin, The University of Texas System, The University of Texas Board of Regents; 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. Visitor further agrees that this agreement shall bind the members of Visitor’s family and spouse, heirs, assigns, and personal representatives.

Article 13 – Governing Law

This agreement shall be construed in accordance with the laws of the State of Texas.

Article 14

This agreement (and its appendices, if any) constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by Visitor and an authorized representative of University.

Approval Signatures

Nonemployee Research Affiliate

**Nonemployee Research Affiliate
Organizational Representative**

Organization Name: _____

Organization Name: _____

Signature Date

Printed Name: _____

Signature Date

Printed Name: _____

University of Texas Organization Host

Signature Date

Printed Name: _____

University of Texas at Austin Sponsor

Signature Date

Printed Name: _____