

# Visiting Scientist Agreement For Foreign Nationals

This form should be used for any foreign national non-student Visiting Scientist who is visiting Rutgers to conduct research or to collaborate, and has no employment relationship with Rutgers.

To complete this form, replace the text in **red** with your information and provide any required attachments as described in the checklist.

If the Visiting Scientist is visiting Rutgers as an individual and not bound by or to any contractual or employment constraints from another organization, the Visiting Scientist Agreement (VSA) can be signed by the individual. If the Visiting Scientist is covered by employment or other contractual constraints of another organization, a representative from such organization must also sign the Visiting Scientist Agreement.

In some cases, the employer of the Visiting Scientist may object to our intellectual property terms. In those cases where the employer of the Visiting Scientist (1) is providing financial support for the Visiting Scientist and some other contribution (e.g. contribution to the conception of the project, background intellectual property, research materials, etc.), and (2) objects to our terms, Rutgers may agree to alter the terms of the [VSA](https://unh.box.com/s/h26tl0lm273vh279iy89pywgr4bvsyfe) to provide that any intellectual property arising out of the research project will be jointly owned by Rutgers and the Visiting Scientist’s employer. Any exceptions to the standard terms of the VSA must be approved by [Rutgers Research Contract Services](https://ored.rutgers.edu/corporate-contracts/contact-us) and/or [Innovation Ventures.](https://research.rutgers.edu/researcher-support/innovate) Any changes without prior authorization will invalidate this agreement.

***Definition of Foreign National:*** For our purposes, we are defining foreign national as anyone who is neither a U.S. citizen nor is classified as a Permanent Resident (i.e., Green card holder). Even if the foreign national visitor is coming from a university, research institute, or company located in the U.S., this form should be completed.

**HELP:** For assistance completing this form, please contact the Rutgers University Export Control Unit. For contact information visit: [https://orra.rutgers.edu/exportcontrol.](https://orra.rutgers.edu/exportcontrol)

**FOREIGN VISITOR CHECKLIST**

Please make sure that all of the below items are included prior to submission:

1. Completed and signed the ***Visiting Scientist Agreement*** *(located in this document).* It must be signed by the visitor prior to submission.
2. Complete applicable attachments:
	1. ***Exhibit A - Statement of Research***: Indicates research to be performed by the visitor.
	2. ***Exhibit B - Export Compliance Acknowledgement***: To be completed by Rutgers Faculty Sponsor for Foreign Visitors only.
3. Attach a copy of the Visitor’s CV or resume with your submission.
4. Rutgers Department submits visitor’s **complete package of documents** via email to export- support@rutgers.edu. Visitor’s Rutgers Dean’s Office may be carbon copied in email if required by their department or school.

***\*\*\*Incomplete packages will be returned to the department.***

***\*\*\*Submissions sent directly by the researcher will not be accepted.***

***\*\*\*Submissions scanned as photos will not be accepted.***

# VISITING SCIENTIST AGREEMENT

**THIS AGREEMENT** is made this day day of month, 20year by and between Rutgers, The State University of New Jersey having its principal place of business at New Brunswick, New Jersey 08901-1281 (hereinafter referred to as “RUTGERS”) and Name of Visiting Scientist residing at mailing address, (hereinafter referred to as “Visiting Scientist”) to govern the duties and responsibilities under this Agreement.

**RECITALS**

**WHEREAS,** the RUTGERS Name of Department or Center (hereinafter referred to as abbreviation of Department or Center Name) has been set up as an advanced technology center to create and maintain a world-class research laboratory in Name of Town or City (i.e., New Brunswick, Piscataway, Newark, Camden), New Jersey; and

**WHEREAS**, abbreviated name of department or center (“Rutgers Department”)wishes to enhance collaboration with individuals interested in related research activities and to provide access for scientists to the publicly funded research facilities;

**WHEREAS**, Visiting Scientist has made known to RUTGERS that he/she is or will become an employee of Name of Home Institution or Employer (“Home Institution/Employer”), and Home Institution/Employer desires for Visiting Scientist to collaborate with Rutgers in accordance with this Agreement; and

**WHEREAS,** this objective can be accomplished by accepting researchers as visiting scientists for designated residency periods;

**NOW THEREFORE**, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

# Appointment and Term

* 1. The Director/Dean of Name of school or center, Dr. last name of director/dean (the “Host”) will appoint Name of Visiting Scientist, as a Visiting Scientist at for a period of length of visit (1 year, 3 months, 2 weeks etc.) (the “Residency Period”) commencing date visitor is expected to arrive to undertake the program of core research described in Exhibit A (the “Research Program”).
	2. Dr. name of sponsoring faculty member will act as Faculty Mentor, sponsor, advisor, and collaborator to the Visiting Scientist during her/his appointment.

# Compensation; Benefits; and Rutgers’ Policies

* 1. During the Residency Period, the Visiting Scientist will not be a RUTGERS employee and shall not receive compensation, insurance or benefits from RUTGERS. Unless otherwise provided herein, both parties shall bear their own costs related to Research Program.
	2. During the Residency Period, the Visiting Scientist shall be subject to all policies, rules

and regulations of RUTGERS, including safety rules and practices, governing the conduct of Resident Faculty Members, and shall be responsible for exercising due care in use of RUTGERS facilities and property.

# Confidentiality

* 1. In the course of the Research Program to be undertaken by the Visiting Scientist, it may be necessary for the parties to exchange Confidential Information. RUTGERS and the Visiting Scientist, therefore, agree to maintain in confidence for a period of three (3) years from the date of termination of this AGREEMENT all Confidential Information received from the other party. Confidential Information may include information, samples, data, formulae, analyses, ideas, methods, processes, know how, computer programs, designs, and data sheets, and other tangible and intangible property, including oral, written, electromagnetic, graphic, visual, inspection or observance by the receiving party, either disclosed in tangible form and clearly marked “Confidential” or “Proprietary”, or if disclosed orally, reduced to writing by disclosing party, clearly marked “Confidential” or “Proprietary”, and transmitted to the receiving party within thirty (30) days after oral disclosure. Notwithstanding the foregoing, information which is orally or visually disclosed, or written information that is not marked as “Confidential” shall also be treated as Confidential Information hereunder if it would be apparent to a reasonable person exercising reasonable judgment that such information is of a confidential or proprietary nature. Each party will use the same level of care to prevent the use or disclosure of any information received under this AGREEMENT as it exercises in protecting its own information of a similar nature. Such obligation of confidentiality shall not apply to any information which, at the time of disclosure, was in the possession of the receiving party, was generally available to the public or thereafter becomes generally available to the public through a source other than the receiving party, was rightfully obtained from a third party, or was developed by or for the receiving party independent of any disclosure under this AGREEMENT. If it becomes necessary for receiving party to disclose the Confidential Information as a result of a requirement of law or regulation, the receiving party shall promptly notify the disclosing party of such requirement and only disclose Confidential Information to the extent required by law or regulation.

# Acknowledgement and Disclosure

* 1. The Visiting Scientist has read and understood the applicable RUTGERS Patent Policy (“Patent Policy”) and agrees to abide by the terms of such Patent Policy, as may be amended from time to time. In accordance with the Patent Policy, the Visiting Scientist agrees to maintain a Research Notebook of Visiting Scientist's research projects and disclose to RUTGERS any discovery or Intellectual Property, whether patentable or not, developed during the Residency Period at Rutgers Department under this AGREEMENT to the Associate Vice President of Innovation Ventures or his/her designee at the UNIVERSITY’s Office for Research. Disclosures can be made through the Notice of Invention online portal at [https://rutgers.inteum.com/InventorPortal](https://nam02.safelinks.protection.outlook.com/?url=https%3A%2F%2Frutgers.inteum.com%2FInventorPortal&data=04%7C01%7Cap2008%40research.rutgers.edu%7Ceeabb101c56f4e084b5a08d92754eeb9%7Cb92d2b234d35447093ff69aca6632ffe%7C1%7C0%7C637584067993915874%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=rxSxh4VV%2B6MrXQG3%2FUUqEf5WmcWt%2BOispm2gKZfmTsc%3D&reserved=0). Such Research Notebook shall be the property of RUTGERS. As a consideration for this Agreement, Visiting Scientist will be entitled to share in royalties and other inventor rights, as outlined in the applicable Patent Policy.

# Assignment of Rights

* 1. Each party shall retain for itself all right, title and interest in any pre-existing background Intellectual Property owned by that party.
	2. In accordance with the applicable Rutgers Patent Policy and Rutgers Copyright Policy, any inventions, discoveries, improvements, reductions to practice and copyrightable works (“Intellectual Property”), whether or not capable of being protected by patents or copyrights and regardless of whether reduced to practice or actually patented or copyrighted, developed or made by the Visiting Scientist during the Residency Period at Rutgers Department on (i) projects funded by RUTGERS or external sponsors or (ii) through more than incidental use of RUTGERS resources, are hereby assigned to and remain solely the property of RUTGERS.
	3. The Visiting Scientist agrees to assign and hereby does assign all rights in such Intellectual Property to RUTGERS. At the request of RUTGERS, the Visiting Scientist agrees to execute and deliver promptly a specific assignment to RUTGERS of Visiting Scientist’s right, title, and interest to such Intellectual Property, including without limitation, any proprietary rights arising from patent applications or copyright registrations in the United States and foreign countries. Visiting Scientist further agrees to supply RUTGERS with all information and to execute all documents necessary to obtain and maintain patents, copyrights, trademarks, or other forms of legal protection for such Intellectual Property.
	4. Ownership of Intellectual Property developed or made by the Visiting Scientist during the Residency Period solely by Visiting Scientist or jointly between Visiting Scientist and RUTGERS, regardless of whether or not reduced to practice or actually patented or copyrighted, without: (i) the involvement of funding from RUTGERS or external sponsors;

(ii) more than the incidental use of RUTGERS resources; or (iii) access to or use of RUTGERS proprietary information, shall be determined in accordance with the principles of U.S. Patent Law.

* 1. To the extent Home Institution/Employer has any rights in any such Intellectual Property, Home Institution/Employer hereby assigns such rights to RUTGERS and shall execute any documents reasonably requested by RUTGERS to evidence such assignment. Inventorship shall be determined by United States Patent Law.

# Employment

* 1. Visiting Scientist and Home Institution/Employer hereby represent and warrant that
		1. other than agreements with or obligations to employers or research sponsors listed below, nothing in the Visiting Scientist’s employment agreement with Home Institution/Employer conflicts with the terms of this Agreement or otherwise prohibits the Visiting Scientist from complying with the terms of this Agreement; and
		2. the research described in Exhibit A does not conflict with the Visiting Scientist’s

employment obligations to Home Institution/Employer.

* 1. Should any information be listed below, Visiting Scientist and Home Institution/Employer understand that Visiting Scientist’s obligations under this Agreement are or may be limited by inconsistent obligations to others, and that RUTGERS accepts Visiting Scientist’s agreement subject to that limitation. If the Visiting Scientist’s obligations to either Home Institution/Employer or RUTGERS evolve in such a manner that a conflict arises, the Visiting Scientist shall inform both Home Institution/Employer and RUTGERS and this Agreement may be terminated immediately by either party or modified by mutual agreement of the parties.

# Publications

* 1. The Visiting Scientist agrees to permit RUTGERS to review any data, results, manuscripts, or other information pertaining to the Research Program prior to any publication thereof, and to delay said publication for up to three (3) months if required for preparation of patent applications. Visiting Scientist further agrees to either acknowledge or refrain from identifying RUTGERS in any such publication, as requested in writing. Further, if RUTGERS objects to the inclusion in any such publication of any proprietary information, such proprietary information shall be excluded from such publication by Visiting Scientist.

# Use of Name

* 1. Neither the Home Institution/Employer nor the Visiting Scientist shall use RUTGERS name, trademarks or logos without RUTGERS’ prior written approval.

# No Warranties

* 1. RUTGERS makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the availability or condition of RUTGERS research laboratories or collaborative research or any invention(s) or product(s), whether tangible or intangible, conceived, discovered, or developed under this agreement by RUTGERS and used by the Visiting Scientist; or the ownership, merchantability, or fitness for a particular purpose of the research contemplated in Exhibit A or any resulting invention or product. RUTGERS shall not be liable for any direct, indirect, consequential, or other damages suffered by Visiting Scientist resulting from the use of any RUTGERS facilities, equipment, information or the results of the Research Program or any invention or product resulting from the Research Program. RUTGERS makes no representation or warranty regarding actual or potential infringement of patents or copyrights of third parties, and Visiting Scientist acknowledges and agrees that the avoidance of such infringement in the design, use and sale of any products or processes related to or resulting from the Research Program shall remain the sole responsibility of the Visiting Scientist.

# Indemnification

* 1. Visiting Scientist and Home Institution/Employer agree to indemnify, defend and hold harmless RUTGERS, its governors, trustees, officers, employees, students and agents against any liabilities, demands, damages, losses or expenses (including reasonable

attorney fees and expenses of litigation) arising out of the actions of the Visiting Scientist or any Third Party acting on behalf or under authorization from Visiting Scientist or Home Institution/Employer while on RUTGERS’ premises in the performance of this AGREEMENT, or use of information or materials received from RUTGERS. Notwithstanding anything herein to the contrary, Visiting Scientist and Home Institution/Employer agree to indemnify, defend and hold harmless RUTGERS, its governors, trustees, officers, employees, students and agents from all liabilities, demands, damages, expenses and losses (including reasonable attorney fees and expenses of litigation) arising out of any use, sale or other disposition by Visiting Scientist or Home Institution/Employer, or by any party acting on behalf of or under authorization from Visiting Scientist or Home Institution/Employer, of products developed or made through the use of information or materials received from RUTGERS under this AGREEMENT. The provisions of this paragraph shall survive termination of this AGREEMENT.

# Termination

* 1. This AGREEMENT may be terminated by RUTGERS or the Visiting Scientist by providing thirty (30) days written notice by certified mail to the other party. RUTGERS may terminate this Agreement, at any time, if Visiting Scientist breaches this Agreement or fails to abide by the policies, rules and regulations of RUTGERS, including safety rules and practices, governing the conduct of Resident Faculty Members, if such failure shall have continued for a period of ten (10) days after receipt of written notice of the breach from RUTGERS. Upon termination, Visiting Scientist agrees to submit to RUTGERS the original copy of the Research Notebook and any other written documentation pertinent to the Visiting Scientist's research performed under this AGREEMENT.

# Notices

* 1. All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other parties as follows:

If to RUTGERS:

Robert Phillips, Export Compliance Officer Rutgers, the State University of New Jersey 33 Knightsbridge Road, Suite 2E Piscataway, NJ 08854

If to Home Institution/Employer: [Contact Person & Title]

[Name of Home Institution/Employer] [Address]

If to Visiting Scientist: [Name] [Address]

# Miscellaneous

* 1. The obligations of the parties under paragraphs 3 and 5-13, inclusive, shall survive termination of this AGREEMENT.
	2. This AGREEMENT constitutes the entire agreement and understanding between RUTGERS and the Visiting Scientist and supersedes and cancels any and all prior oral or written understanding and agreement. No modifications, amendments, or waiver of any provision of this Agreement shall be valid unless in writing and signed by duly authorized officers or representatives of RUTGERS and the Visiting Scientist.
	3. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this AGREEMENT by facsimile, electronic or other electronic imaging means will be deemed sufficient to constitute an original signature and as effective as delivery of a manually executed counterpart of this AGREEMENT.
	4. This AGREEMENT shall be construed and interpreted in accordance with the laws of the State of New Jersey, without regard to its conflict of laws provisions.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives.

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| **APPROVED BY RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY:** |
| **SIGNATURE:** | *[ECO Signature]* |
| **NAME:** | Robert Phillips |
| **TITLE:** | Rutgers University Export Compliance Officer (ECO) |
| **DATE:** | *[Date Signed]* |
| **AGREED TO BY VISITING SCIENTIST:** |  |
| **SIGNATURE:** |  |
| **NAME:** |  |
| **DATE:** |  |
| **ACKNOWLEDGED BY:** |  |
| **SIGNATURE:** |  |
| **NAME:** |  |

**TITLE:**

**DATE:**

If applicable, the following section must be completed by someone who is authorized to accept the terms and conditions of this Agreement on behalf of the Visiting Scientist’s employer/home institution (i.e., the Authorized Representative). The undersigned organization has reviewed this Agreement, acknowledges that it has no claim on the Intellectual Property described in Section 11, and acknowledges that the Visiting Scientist’s execution of this Agreement is not inconsistent with the Visiting Scientist’s obligations to the undersigned institution/employer.

**AGREED TO BY VISITING SCIENTIST’S HOME INSTITUTION/EMPLOYER: HOME INSTITUTION/EMPLOYER:**

**SIGNATURE:**

**NAME:**

**TITLE:**

**DATE:**

**EMAIL:**

**TELEPHONE:**

# Please indicate any relevant agreements with and/or obligations to other parties:

**Exhibit A**

**Statement of Research**

# Describe what research will be performed by the Visitor.

Provide a short statement regarding a description of the research that the Visitor will be conducting. While the statement need not be lengthy, it should be specific

Example: “Dr. Smith will conduct animal experiments in the study and analysis of anti-cancer properties of dietary supplements”.

# Add description of any pathogens or toxins that the Visitor will have access to in this research. If none, please confirm.

Example: “The following pathogens or toxins are involved in the research… [list items]“ or “No Pathogens or Toxins will be involved.”

**Exhibit B**

# EXPORT COMPLIANCE ACKNOWLEDGEMENT BY RUTGERS FACULTY SPONSOR

***Required For Foreign Visitors Only.***

It is understood that the visitor is from [Visitor’s Country of Citizenship] which is a country restricted under the export control laws.

As such, it is the personal responsibility of the ***Rutgers Faculty Sponsor*** to ensure that the visitor does not:

* 1. Work on any projects that include equipment, technology, information or biological/chemical/toxic compounds controlled by the [Export Administration Regulations](https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear) [(EAR),](https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear) [International Traffic in Arms Regulations (ITAR),](https://www.pmddtc.state.gov/?id=ddtc_kb_article_page&sys_id=24d528fddbfc930044f9ff621f961987) and [DHS List of Chemicals of Interest](https://www.dhs.gov/appendix-a-chemicals-interest-list) **and;**
	2. Have access, including via computer, to any projects in process or completed that are deemed sensitive by the U.S. Federal Government including the Department of Defense including its affiliated departments (e.g. – Army, Navy, etc.), Department of Homeland Security and other similar agencies.

The Visitor is restricted to **fundamental research** normally conducted in your laboratory; in the standard offered course curriculum; and in the public domain. Access to certain information/technologies beyond fundamental research may require an export license from the

U.S. Government.

Sign below to acknowledge that you, the ***Rutgers Faculty Sponsor***, confirm your agreement to adhere to the above responsibilities:

|  |
| --- |
| **SPONSORING RUTGERS UNIVERSITY FACULTY** |
| **PRINT NAME:** | *[Full Name of Rutgers Faculty Sponsor]* |
| **SIGNATURE:** | *[Rutgers Faculty Sponsor Signs]* |
| **TITLE:** | *[Title of Rutgers Faculty Sponsor]* |
| **DATE:** | *[Date Signed by Rutgers Faculty Sponsor]* |