

Visiting Scholar/Researcher Agreement

This visiting scholar/researcher agreement is effective the date of last signature and is between the Regents of the University of Idaho, a public university of the state of Idaho (“**University**”) and _____ (“**Visitor**”). University and Visitor may be referred to individually as “**party**” or collectively as “**parties.**”

The parties enter into this agreement to outline the parties’ responsibilities while visiting or conducting scholarly or research activities at University (“**University Activities**”). It is anticipated that Visitor may conduct research or develop intellectual property using University equipment and facilities, either alone or in conjunction with University personnel.

In exchange for the use of University facilities or resources, University and Visitor therefore agree as follows:

- I. **Agreement Dates:** This agreement is effective for the period that the Visitor is at the University.
- II. **Financial Support:** Visitor is responsible for all costs associated with this visit and University Activities, except for costs specifically authorized by University.
- III. **Intellectual Property**
 - a. Visitor shall comply with the following University policies as they may be amended from time to time: (1) Idaho State Board of Education Governing Policies and Procedures “[Intellectual Property \(Section V, Subsection M\)](#)”, and (2) University policies (including but not limited to) [Faculty Staff Handbook \(FSH\) § 5300 “Copyrights, Protectable Discoveries, and Other Intellectual Property Rights,”](#) and [FSH § 5700](#)).
 - b. Visitor will disclose to the University’s Office of Technology Transfer, any and all Protectable Discoveries (i.e. “anything which might be protected by utility patent, plant patent, design patent, plant variety protection certificate, maskwork, or trade secret”) arising from Visitor’s University Activities, from my use of Board or University resources not openly available to the public, or otherwise subject to a claim of ownership under Board or University policies.
 - c. Visitor hereby assigns to University all Protectable Discoveries arising from University Activities.
 - d. Visitor hereby assigns to University all their right, title and interest in copyrightable works that fall within the definition of “UI-Sponsored Materials,” as set forth in [FSH 5300 B-2\(b\)](#), or that are required for performance of University research and/or transfer of rights arising from University research to sponsors, as permitted under [FSH 5300 E](#). Visitor shall collaborate with University to assign or confirm assignment, as required by the policies of the Board and the University, of all Visitor’s right, title and interest in such works. Visitor shall complete documents and fully participate in actions that allow the University to preserve, perfect, and protect its rights in such works.
- IV. **Confidential Information:** Visitor shall not disclose to University or use in University Activities any confidential information that belongs to University. If in the course of University Activities, University shares confidential information of a third party with Visitor, Visitor shall comply with the confidentiality obligations in the agreement between University and the third party.
- V. **Compliance with Laws and Policies:** Visitor shall comply with all applicable federal and state laws and University policies while performing University Activities.

- VI. **Export Controls, Sanctions:** Visitor shall comply with U.S. export control laws and regulations. The University may review all activities, including the activities undertaken by Visitor, to determine if they require an export license or other government approval. Visitor shall comply with any reviews, recordkeeping, certification, license, security measures, or other actions that may result from the review.
- VII. **Relationship:** This agreement does not create an employment, partnership, agency, or joint venture between the parties for any purpose. Visitor is not entitled to receive a stipend, other payment for the University Activities, or to participate in University benefits programs.
- VIII. **Liability:** Each party shall be responsible only for the acts, omissions, or negligence caused by that party or that party's own employees or agents. Nothing in this agreement shall extend the tort liability of University or the State of Idaho beyond that required by law, including for the state of Idaho the Idaho Tort Claims Act, Idaho Code §6-901, et seq.
- IX. **Use of Facilities, Infrastructure, & Services:** Visitor shall not operate any equipment or handle dangerous or toxic materials without University's express permission, supervisions, and training. Visitor shall complete any training required for personnel who conduct research at University as stated in Attachment A.
- X. **Governing Law:** Idaho law governs all questions about validity, interpretation, or construction of this agreement. The parties hereby submit to the jurisdiction of the courts of the state of Idaho for any action arising from this agreement.
- XI. **Entire Agreement:** This agreement is the entire agreement between the parties and merges all prior discussions and agreements between the parties. Neither party shall be bound by any condition, definition, warranty, understanding, or representation that is not expressly included in this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

VISITOR

Date: _____

By: _____

Name: _____

Title: _____

UNIVERSITY

Date: _____

By: _____

Name: _____

Title: Vice President for Research and Economic Development

Acknowledged: Faculty Sponsor

Date: _____

By: _____

Name: _____

Title: _____

Attachment A

Unless a training is stated as being required, the Faculty Sponsor mark the sections below that apply to the Visitor’s project or work.

	Note: <i>If Visitor’s activities involve volunteering a different agreement & protocol must be used.</i>	
<input type="checkbox"/>	Immigration: As applicable, Visitor must (1) comply with all immigration regulations that pertain to their visa type, and (2) cooperate with University’s International Program’s Office to complete all required paperwork.	
Required if Visitor is working in a lab.	Lab Safety Agreement Checklist: Visitor shall complete and sign the “Laboratory Safety Agreement” available through Environmental Health & Safety.	
<input type="checkbox"/>	Equipment, Lab Safety, & Training: Visitor certifies that they are qualified to perform the tasks Visitor will undertake at University. Visitor shall use equipment only as necessary and after proper instruction or under supervision of the Faculty Sponsor. Visitor is responsible for obtaining all appropriate safety training to conduct research in any University facility.	
	Training: Visitor shall complete the below trainings as indicated by the Faculty Sponsor. Faculty Sponsor is responsible for ensuring the required trainings are completed.	
		Is training required for Visitor?
	Fire Safety in the Workplace	<input type="checkbox"/>
	Biosafety	<input type="checkbox"/>
	Chemical Laboratory Safety (required if Visitor is working in a lab)	<input checked="" type="checkbox"/>
	Human Subjects	<input type="checkbox"/>
	Animal Subjects	<input type="checkbox"/>
	Research Misconduct	<input type="checkbox"/>
	Bloodborne pathogens	<input type="checkbox"/>
	Safety Matters	<input type="checkbox"/>