Visiting Scholar Agreement

This agreement describes the rights and responsibilities of both the University of Massachusetts Lowell campus, (hereinafter “UML”), an institution of higher education of the Commonwealth of Massachusetts, and the Visiting Scholar (“VS”) proposed to visit UML.

WHEREAS, the agreement is of mutual interest and benefit to the parties, and will further the knowledge, experience, and skills of the Visiting Scholar and the instructional and research objectives of UML in a manner consistent with its status as an institution of higher education;

NOW, THEREFORE, the parties hereto agree to the following terms, as a condition of VS’s visit or participation in the research project:

1. PURPOSE. The VS understands that UML’s primary mission is education and advancement of knowledge, and the research will be designed to carry out that mission.

2. CONSIDERATION TO VS. UML shall, at its sole discretion, provide the VS with access to research projects of interest to VS. VS agrees to abide by the terms in the offer letter/invitation (in which there might be no monetary compensation, other than reimbursement of expenses at UML’s discretion) and that which may be available under clause 7c herein, if VS is deemed to be an inventor on patentable technology resulting from the research project.

3. TERM. This agreement covers the period of stay at UML. Either party may terminate future performance of the agreement at will upon written notice to the other party. Obligations under this agreement will survive any termination of this agreement.

4. OTHER RESEARCH. The VS understands that UML may be involved in similar research through other researchers on behalf of itself and others. UML shall be free to continue such research. The VS shall not gain any rights via this agreement to other research.

5. PROPRIETARY AND CONFIDENTIAL MATERIAL. “Proprietary and confidential material”, for the purposes of this agreement, shall mean certain proprietary and confidential material and information that the VS is provided, during the term of this agreement, by UML, its affiliates, trustees, officers, employees, agents, faculty, students, or by others in connection to research being performed at UML or by its affiliates, including without limitation any trade secrets and unpublished know-how.

   a. VS agrees to use all reasonable diligence to prevent disclosure of such proprietary and confidential material to any third party, unless so authorized in writing by UML. VS shall not, directly or through others, allow such proprietary and confidential material to be reproduced, disclosed, copyrighted, published, incorporated into any patent application or used for any purpose other than that explicitly allowed in writing by UML.

   b. VS’s confidentiality obligations under this agreement shall be limited to a period of five (5) years from the date of receipt of the proprietary and confidential material (or a longer period if such material is obtained by UML from an external source under a confidentiality agreement specifying such a longer period). VS shall not have any obligation of confidentiality with respect to any proprietary and confidential material that:
i. Was already in VS’s possession on a non-confidential basis prior to receipt from UML and can be so documented; or

ii. Is in the public domain, by public use, general knowledge or the like, or after disclosure hereunder, becomes general or public knowledge through no fault of VS; or

iii. Is properly obtained by VS from a third party not under a confidentiality obligation to UML;

iv. Is explicitly approved for release by written authorization of UML; or

v. Is independently developed or discovered, without any use of UML’s proprietary and confidential material; or

vi. Is required by law or court order to be disclosed

6. PUBLICATIONS. UML shall be free to publish the results of the research. Any publications shall give appropriate recognition to the contributions made by the VS. VS agrees not to publish any portion of the research without the express written permission of UML.

7. INTELLECTUAL PROPERTY. An important responsibility of UML, and one of the purposes of this Agreement, is to ensure that the results of research are applied in a manner which best serves the interests of UML and the public, while also protecting the interests of the VS and UML. In furtherance of this purpose and policy, the following provisions are mutually agreed to:

a. VS agrees to be bound by the UMass Intellectual Property Policy (BoT Doc. T96-040) (the “Policy”). VS agrees that he/she has read the Policy. Title and ownership of any intellectual property created (conceived and/or reduced to practice) as a result of VS’s efforts while at UML, whether or not copyrighted, patented or patentable, or otherwise, created solely by VS or jointly with UML researchers shall remain with UML, unless otherwise specified by the Policy.

b. VS agrees to promptly disclose in writing to UML any intellectual property created (conceived and/or reduced to practice) as a result of his/her work at UML. VS also agrees not to file for any patent(s) related to his/her work at UML, or related to any proprietary and confidential material provided by UML, without the written permission of UML.

c. The VS hereby assigns, transfers, and conveys to UML all of his/her rights, title, and interest in any inventions, copyrightable works, and tangible materials for which UML asserts ownership under the Policy. At the request of UML, VS agrees to execute and deliver promptly a specific assignment to UML all of rights, title, and interest to such intellectual property, including without limitation any proprietary rights arising from patent applications or copyright registration in the United States and foreign countries. VS further agrees to supply UML with all information, and to execute all documents necessary, to obtain and maintain patents, copyrights, or other forms of legal protection for such intellectual property. VS hereby appoints UML as his/her attorney to execute and deliver such documents on behalf of the VS in the event that VS should fail or refuse to fulfill the obligations under this section within a reasonable period of time.
8. ASSUMPTION OF THE RISK. VS agrees to abide by all UML rules and regulations while performing research on UML premises, including, but not limited to, safety, health, and hazardous material management rules. The VS understands that he/she may be working with or in close proximity to very dangerous equipment or materials while conducting his/her experiments. The VS agrees that he/she will not operate the equipment or handle dangerous/toxic materials without the permission of UML management and without UML supervision. The VS understands that considerable risks exist in the handling of items, such as, but not limited to, high voltage electrical equipment, electrical plasma, toxic chemicals, and/or biological materials. Exposure to such equipment or materials can cause severe physical injury or death or the deterioration of bodily functions and organs, and other fatal injuries. The VS agrees to assume the risk and agrees to hold UML, its employees, and others using the research facilities harmless.

9. ASSIGNMENT. This Agreement shall not be assignable by either party without the prior written consent of the other party, and any attempted assignment without such consent is void.

10. GOVERNING LAW. The validity and interpretation of this Agreement and the legal relationship of the parties to it shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles.

11. EXPORT CONTROL. It is the mission and policy of UML to conduct instruction and fundamental research openly and without prohibitions on the dissemination of learning or research results, whenever possible. The VS agrees to comply with all applicable laws, including but not limited to the U.S. Export Administration Regulations and the International Traffic in Arms Regulations, that pertain to necessary licenses and other provisions with regard to exports and export control (including domestic technology transfers for foreign persons). The VS acknowledges his/her awareness that violations of such export regulations might constitute a crime, and might be punishable by the U.S. government, to include fines, debarment, and imprisonment.

12. FORCE MAJEURE. Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any other conditions of whatsoever nature or description beyond their reasonable control.

13. SEVERABILITY. All provisions of this Agreement shall apply only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of other provisions of this Agreement shall not be affected thereby.

14. RIGHTS AND OBLIGATIONS. The rights and obligations of this agreement shall survive and continue after any expiration or termination of this Agreement, and shall bind the parties and their legal representatives, successors, heirs, and assignees. The VS agrees to comply, and to do all things necessary for UML to comply, with all applicable Federal, State and local laws, regulations and
ordinances, insofar as they relate to the research. VS acknowledges that UML may terminate his/her visit at its sole discretion.

15. ENTIRE AGREEMENT. Unless otherwise specified, this Agreement embodies the entire understanding between UML and VS for the research, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.