**Virginia Commonwealth University**

**Visiting Nonemployee Scholar Agreement**

**This agreement should be filled out by the PI, host, or someone with knowledge of the visitor’s activities on campus.**

Name of Visiting Scholar (herein “Scholar:”):

Name of Visiting Scholar’s Home Organization:

Period of Time at VCU:       through

Name of VCU Faculty Sponsor:

VCU School/Department:

Laboratory/Research Space Utilized:

If any of the information in this agreement changes, including updated lab access or use of different research equipment, or extension of period of time at VCU, I agree to update this agreement to reflect any changes.

In consideration of being permitted to be part of an educational experience at Virginia Commonwealth University (VCU), I hereby agree to the following:

* + Education experience and scholarly activities are limited to: (example:
	+ To follow the administrative and research policies, standards and practices of VCU when present on the VCU campus or using VCU facilities or resources.
	+ To not publish any material related to my Research that identifies or uses the name of Virginia Commonwealth University, or its members, clients, students, faculty or staff, directly or indirectly, unless I have received written permission from VCU. However, VCU hereby grants me the right to publish research reports, research publications required by the written research protocol/project (a copy of which has been attached).
	+ To comply with all applicable federal, state and local laws including but not limited to the use, possession, manufacture or distribution of alcohol and controlled substances, compliance with drug-free workplace, non-discrimination, sexual harassment and export regulations.

Further, I acknowledge and agree that during the term of this Agreement I may have access to VCU information that is commercially valuable and not generally known in its industry of principal use (herein “Proprietary Information”) In the event VCU, faculty, staff, students or employees disclose Proprietary Information to me , I agree that I will use reasonable care to hold in confidence and not disclose, transfer, use, copy, or allow access to any such Proprietary Information unless specifically authorized in writing to do so by the Vice President for Research and Innovation or his/her duly authorized representative.

In the event the research activities involve the use of VCU facilities or resources or involve faculty, staff or students of VCU the resulting development of any intellectual property shall be governed by VCU’s Intellectual Property Policy. I acknowledge and agree that ownership of intellectual property developed as a result of assigned institutional effort(s) of VCU’s faculty, staff and students or the use of VCU’s institutional resources shall reside with VCU, unless such work is covered by a written sponsored research agreement between       (*insert visitor name or visitor’s employer in blank*) and VCU in such case the terms of that agreement will govern. The undersigned agrees that such inventions shall be promptly disclosed to VCU. The undersigned further agrees that in the event he/she conceives an invention or develops copyrightable material jointly with VCU faculty, staff or students, he/she will promptly disclose the invention or copyrightable material to VCU. I hereby assign to VCU all right, title and interest in and to such intellectual property and agree that I will thereafter execute and deliver any transfers, assignments, documents or other instruments necessary or appropriate to vest title and ownership of such intellectual property in VCU including documents that may be necessary for securing intellectual property protection to such intellectual property. Each Party shall retain for itself all right title and interest in any pre-existing background intellectual property owned by that Party.

Further, I understand and agree, unless otherwise agreed to in writing, that I will not receive any monetary compensation from VCU for any services I provide to VCU or staff as a part of my research.

I understand and agree that I shall not be deemed to be employed by or an agent or a servant of VCU; that VCU assumes no responsibilities as to me as may be imposed upon an employer under any law, regulation or ordinance; that I am not entitled to any benefits available to employees; and, therefore, I agree not to in any way to hold myself out as an employee of VCU.

I agree to adhere to all of VCU’s policies and procedures. I understand and agree that I may be immediately withdrawn from the Research based upon my failure to comply with the rules and policies of VCU. I affirm that I have disclosed all conflicts I have with adhering to VCU’s policies and procedures.

I understand and agree to show proof of health insurance, and professional liability insurance in amounts satisfactory to VCU, and covering my activities at VCU, and to provide evidence of such insurance upon request of VCU. I further agree to provide evidence of coverage under my employer’s worker’s compensation insurance plan and occupational health plan (if applicable).

I agree to use reasonable care with any University property and technology to which I am granted access to during my time at VCU. I am exercising my own free choice to participate voluntarily in the Research, and promising to take due care during such participation, hereby release and discharge, indemnify and hold harmless VCU and its affiliated foundations, board of visitors, officers, agents, employees, and any other persons or entities acting on its behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, either in law or in equity, relating to injury, disability, death or other harm, to person or property or both, arising from my participation in the Research and/or presence at VCU.

I acknowledge that I have been informed of the nature of the activities and that I am aware of the hazards and risks which may be associated with my participation in the Research activities, including the risks of bodily injury, death or damage to property which may occur from known or unknown causes. I understand, accept, and assume all such hazards and risks, and waive all claims against VCU, and other persons as set forth above. I understand that I am solely responsible for any costs arising out of any illness, infection,

bodily injury or property damage sustained through my participation in normal or unusual acts associated with the Research.

I will complete the training required by the Institutional Animal Care & Use Committee for all personnel who conduct research or training activities with vertebrate animals and/or training required by the Institutional Review Board for all personnel who conduct research activities with human subjects. Such training shall be satisfactorily completed prior to my participation in such research activities. In addition, I will continue to participate in my Employer’s occupational health program during the period covered by this Agreement. I have attended training in appropriate occupational health topics related to the risk factors associated with performance of research or training activities involving vertebrate animals.

By signing this agreement, I am confirming that I am authorized to be in and remain in the United States and participate in the activities outlined in this agreement, and I agree to maintain that authorization through the duration of this agreement.

By signing this agreement, I am confirming that I have fully disclosed whether I am receiving foreign financial support or other valuable considerations in relation to my engagement at VCU. I am also confirming that I have disclosed all of my past and present foreign military affiliations. I am further confirming that I have disclosed whether any reporting obligations or reporting arrangements apply to my engagement at VCU.

I agree to not remove any University property or technology from campus without the written permission of my VCU Faculty Sponsor. Furthermore, I agree that under no circumstances will I remove University property, technology, or data to a foreign country without written permission from VCU’s Office of the Vice President for Research and Innovation.

I am aware of U.S. sanctions and export control regulations and agree to comply. I realize that the violation of export control regulations or U.S. sanctions can result in civil and criminal penalties against me personally.

This agreement applies for the duration of my stay at the University. I understand that if I violate any of the terms of this agreement I am subject to immediate removal from campus and termination of enrollment in any courses or participation in any research.

I have read, or have had read to me, the above statements, and understand them as they apply to me. I hereby certify that I am eighteen (18) years of age or older, or my parent or guardian has signed below; that I am legally competent to execute this Visiting Scholar Agreement; and that I, or my parent and/or guardian, have read carefully and understand the above Agreement; and that I have freely and voluntarily signed this Agreement.

This       day of       20

Signature:

Name (Please print):

Parent/Guardian Signature (if applicable):

Parent/Guardian Name (please print):