**This form should be used for any foreign national, non-student visitor who is visiting Rutgers for the purpose of conducting research. 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 filled out. Please replace the items in red on the documents (pages 2-6) with the relevant information.**

**Please note: If the researcher is being sponsored by his or her employer specifically for the purpose of conducting the research stated in Exhibit A, the agreement should also be signed by a representative of the employer who is authorized to execute agreements on behalf of the employer.**

**FOREIGN VISITOR CHECKLIST**

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

1. Agreement signed by visitor. Pages 2-4 of this document.
2. Copy of the Visitor’s CV or resume. Please include a copy with the submitted package.
3. Exhibit A - Statement of Research. Please indicate what research is to be performed by the visitor. If no research will be done by the visitor, please indicate that as well. Page 5 of this document. You may type the statement on the page provided or include a separate page. While the statement need not be lengthy, it should be specific. If any pathogens or toxins will be involved in the research, please indicate that as well.
4. Acknowledgement and Compliance with U.S. Export Control laws Statement signed by the sponsoring faculty member (see last page of packet). Page 6 of this document. Indicate the country from which the visitor holds a passport and not necessarily the country the visitor is coming from. For example, if the visitor is a French national teaching at a University in Italy, indicate “France” in the line on page 6.
5. Submit all **completed** packages to export-support@rutgers.edu and cc your Dean’s office in the email. Incomplete packages will be returned to the department.

Please send a copy of the Dean’s/Center Director’s appointment letter to export-support@rutgers.edu.



**VISITING SCIENTIST AGREEMENT (Non-Funded)**

**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 or UNIVERSITY) and Name of Visiting Scientist residing at mailing address, (hereinafter referred to as Visiting Scientist) to govern the duties and responsibilities under this Agreement.

**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 inName of Town or City (i.e., New Brunswick, Piscataway) in New Jersey; and

WHEREAS, abbreviated name of department or center wishes to enhance collaboration with individuals interested in related research activities and to provide access for scientists to the publicly funded research facilities; 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:

1. The Director/Dean of Name of school or center, Dr. last name of director/dean 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.) commencing date visitor is expected to arrive to undertake the program of core research described in Exhibit A.

2. Dr. name of sponsoring faculty member will act as Faculty Mentor, sponsor, advisor, and collaborator to the Visiting Scientist during her/his appointment.

3. During the appointment period, the Visiting Scientist will not be a RUTGERS employee and shall not receive compensation, insurance or benefits from RUTGERS.

4. During the residency period, the Visiting Scientist shall be subject to all rules and regulations, including safety rules and practices, governing the conduct of Resident Faculty Members, and shall be responsible for exercising due care in use of facilities and property.

Visiting Scientist agrees to indemnify, defend and hold harmless RUTGERS, its employees and agents against any liability, damages, loss or expense (including reasonable attorney fees and expenses of litigation) arising out of the actions of the Visiting Scientist, its employees or any Third Party acting on behalf or under authorization from Visiting Scientist 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 agrees to indemnify, defend and hold harmless RUTGERS from all liabilities, demands, damages, expenses and losses (including reasonable attorney fees and expenses of litigation) arising out of the use by Visiting Scientist, or by any party acting on behalf of or under authorization from Visiting Scientist, of RUTGERS authorized technical information or out of any use, sale or other disposition by Visiting Scientist, or by any party acting on behalf of or under authorization from Visiting Scientist, of products made by use of RUTGERS authorized technical information . The provisions of this paragraph shall survive termination of this AGREEMENT.

6. All equipment purchased under this AGREEMENT shall be and remain the property of the UNIVERSITY.

7. 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. The UNIVERSITY 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 information received from the other party which is, at the time of disclosure, designated in writing by the disclosing party to be proprietary information of the disclosing party. Disclosure may be in writing or by oral disclosure confirmed in writing within thirty (30) days of the date of oral disclosure. 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.

8. The Visiting Scientist agrees to maintain a Research Notebook of Visiting Scientist's research projects and disclose to the Director/Dean of any discovery or Intellectual Property, whether patentable or not, developed during the period of residency at abbreviated name of center or department . The Director/Dean of will in turn notify the UNIVERSITY. Such Research Notebook shall be the property of RUTGERS.

9. Intellectual Property (inventions or copyrightable works) whether or not capable of being protected by patents or copyrights, developed by the Visiting Scientist during his/her residency at abbreviated name of center or department on projects funded by UNIVERSITY or external sponsors; through the use of UNIVERSITY specialized scientific equipment; or with UNIVERSITY proprietary information, shall be assigned to and remain solely the property of the UNIVERSITY. However, the UNIVERSITY agrees to grant the Visiting Scientist a first right to negotiate a world-wide, royalty-bearing license (at rates which will be determined at time of licensing) for rights to the Intellectual Property. Such first right to negotiate a license must be exercised within thirty (30) days following the notification by the UNIVERSITY to the Visiting Scientist that such Intellectual Property is available for license. Such negotiations and execution of a license agreement shall be concluded within three (3) months thereafter. If the Visiting Scientist decides not to take a license to such Intellectual Property or fails to negotiate a license in good faith, the UNIVERSITY shall then be free to license it to a third party.

If the Visiting Scientist decides to license the Intellectual Property, a separate License Agreement shall be executed which shall require that the UNIVERSITY be reimbursed for all reasonable expenses incurred in the patenting or copyrighting of the licensed Intellectual Property both past and future, and that the Visiting Scientist exercise due diligence in commercializing the product.

Ownership to other Intellectual Property, whether or not capable of being protected by patents or copyrights, made solely by Visiting Scientist or jointly between Visiting Scientist and UNIVERSITY without: the involvement of UNIVERSITY/external sponsor funding; the use of UNIVERSITY specialized scientific equipment; access to UNIVERSITY proprietary information, shall be determined in accordance with the principles of U.S Patent Law.

10. The Visiting Scientist agrees to permit the UNIVERSITY to review any data, results, manuscripts, or other information pertaining to the 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 UNIVERSITY in any such publication, as requested in writing. Further, if UNIVERSITY objects to the inclusion in any such publication of any proprietary information, such proprietary information shall be excluded from such publication by Visiting Scientist.

11. RUTGERS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE AVAILABILITY OR CONDITION OF THE UNIVERSITY RESEARCH LABORATORIES OR COLLABORATIVE RESEARCH OR ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT BY UNIVERSITY AND USED BY VISITING SCIENTIST; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE UNIVERSITY RESEARCH OR ANY RESULTING INVENTION OR PRODUCT. RUTGERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY ANY VISITING SCIENTIST OR LICENSEE OR ANY OTHERS RESULTING FROM THE USE OF ANY RUTGERS FACILITIES, EQUIPMENT OR RESEARCH RESULTS OR ANY SUCH INVENTION OR PRODUCT. RUTGERS MAKES NO REPRESENTATION OR WARRANTY REGARDING ACTUAL OR POTENTIAL INFRINGEMENT OF PATENTS OR COPYRIGHTS OF THIRD PARTIES, AND VISITING SCIENTIST ACKNOWLEDGES THAT THE AVOIDANCE OF SUCH INFRINGEMENT IN THE DESIGN, USE AND SALE OF PRODUCTS AND PROCESSES RELATED TO THIS RESEARCH PROJECT SHALL REMAIN THE RESPONSIBILITY OF VISITING SCIENTIST.

12. The obligations of the parties under paragraphs 5 through 11, inclusive, shall survive termination of this AGREEMENT.

13. This AGREEMENT may be terminated by either the UNIVERSITY or the Visiting Scientist by providing thirty (30) days written notice by certified mail to the other party. 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.

14. This AGREEMENT constitutes the entire agreement and understanding between the UNIVERSITY 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 the UNIVERSITY and the Visiting Scientist.

15. 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.

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME: Melissa L. Matsil, J.D.

TITLE: Director, Corporate Contracts

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE VISITING SCIENTIST**

BY: To be signed by Visiting Scientist here

NAME: Type or Print Name here

TITLE: Title of Visiting Scientist

DATE: Date of Visitor’s Signature

rev. 12/18/15

**EXHIBIT A**

Please include below a short statement regarding the research that the visitor will be involved in.

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

**FACULTY SPONSOR EXPORT COMPLIANCE ACKNOWLEDGEMENT**

It is understood that the visitor is from type in the country of citizenship for the visitor which is a country restricted under the export control laws. As such, it is the personal responsibility of the Rutgers Faculty Mentor 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 (EAR), International Traffic in Arms Regulations (ITAR), and DHS List of Chemicals of Interest **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. Please acknowledge that you confirm and acknowledge the above responsibility.

Sponsoring Faculty:

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Signature Please print or type name

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_