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**Regents of the University of Minnesota (“University”)**

**Visiting Researcher Agreement (“Agreement”)**

**(Not for use with University Employees or University Students)**

**Legal Name: FIRST:** **MIDDLE:       LAST:**

**University ID No.:**

**Email address at University:**

**Department/Laboratory in which you will be performing research:       (“University Lab”)**

**University Principal Investigator/Faculty Host:**

**Short lay person description of research to be carried out at University: (maximum of 5 sentences):       (“University Research Activities”)**

**Employer/Home Institution:**       (If none, indicate “N/A”)

My Employer/Home Institution is providing my salary, wages, or stipend (Section I. D. applies).

My Employer/Home Institution is **not** providing my salary, wages, or stipend (Section I. D. does **not** apply).

I do not have an Employer/Home Institution (Section I.D does **not** apply).

**Email address at Employer/Home Institution**:

**This Agreement must be completed in full before you may participate in research activities at University. Please sign and return this form to the University Principal Investigator/Faculty Host.**

In exchange for the University making its funds, facilities and/or resources available to me to carry out or participate in the University Research Activities in the University Lab, I agree to the following:

1. **Intellectual Property**

A**.** “Intellectual Property”meansinventions, copyrightable materials, computer software, semiconductor mask works, tangible research property, and trademarks conceived, invented, authored, or reduced to practice by me, either solely or jointly with others, in the course of University Research Activities.

B. I understand that, consistent with applicable laws and regulations, University is governed in the handling of intellectual property by its REGENTS POLICY: COMMERCIALIZATION OF INTELLECTUAL PROPERTY RIGHTS (https://regents.umn.edu/sites/regents.umn.edu/files/2023-02/policy\_commercialization\_of\_intellectual\_property\_rights.pdf (the “University’s IP Policy”)), and I agree to abide by the terms and conditions of the policy, as it may be amended from time to time, in the course of University Research Activities.

C. I will disclose promptly to, and, unless Section I.D. below applies, I hereby assign to, University all rights to Intellectual Property.

D. **ONLY APPLICABLE I**f my Employer/Home Institution is providing my salary, wages, or stipend:

(i) I will disclose promptly to, and I hereby assign jointly to, my Employer/Home Institution and University all rights to all Intellectual Property;

(ii) University and my Employer/Home Institution will enter into a mutually acceptable joint invention agreement to administer their rights and obligations with regard to any jointly owned Intellectual Property, and University will take the lead for patent management and licensing of such Intellectual Property unless otherwise agreed to by the parties; and

(iii) If Intellectual Property is also subject to an agreement (e.g., a sponsorship agreement) between University and a third party, my Employer/Home Institution will work cooperatively with University to allow University to meet any third party obligations.

E. I will execute all necessary papers and otherwise provide proper assistance, promptly upon University’s request and at University’s or, as applicable, my Employer’s expense, during and subsequent to the period of my University affiliation, to enable University and, as applicable, my Employer to obtain, maintain, or enforce for itself or its nominees, patents, copyrights or other legal protection for such Intellectual Property.

F. I will prepare and maintain for University or, as applicable, for University and my Employer adequate and current written records of all such Intellectual Property.

G. I will deliver promptly to University when I leave University for whatever reason, and at any other time as University may request, copies of all written records referred to in Section I.A. above as well as all related memoranda, notes, records, schedules, plans or other documents, and tangible research property made by, compiled by, delivered to, or manufactured, used, developed or investigated by University, which will at all times be the property of University.

H. I will not disclose to University or use in my work at University (unless otherwise agreed in writing with University):

(i) any proprietary information of any of my current or prior employers or of any third party, such information to include, without limitation, any trade secrets or confidential information with respect to the business, work or investigations of such prior employer or other third party; or

(ii) any ideas, writings, or Intellectual Property of my own which are not included in Section I.A. above within the scope of this Agreement (please note that inventions previously conceived, even though a patent application has been filed or a patent issued, are subject to this Agreement if they are actually first reduced to practice under the circumstances included in Section I.A. above).

I. I represent that, except as identified in the Section I.I: (a) I have not executed any agreements with or incurred any obligations to others in conflict with the foregoing; and (b) I will not, while bound by this Agreement, enter into any other agreements, or otherwise incur any obligations, that conflict with the foregoing. Please indicate any agreements with and/or obligations to other parties; or, if none, indicate “NONE”:

**II. Confidentiality**

A. I understand that, in connection with University Research Activities, I may have access to the confidential information of a sponsoring third-party and/or University, including but not limited to technical, experimental and business information, such as research plans, tools, technologies, materials and unpublished research results (collectively “Confidential Information”). I will use the Confidential Information solely in the performance my assigned duties within the scope of University Research Activities.

B. I will maintain the confidentiality of the Confidential Information in accordance with the obligations of any research agreement entered into between University and the third-party and in accordance with the instructions of my supervising faculty and staff members. I will protect the confidentiality and security of the information, and keep the information in confidence and not share, copy, discuss or otherwise disclose in any format (e.g. verbal, written, paper, electronic, digital or video) the confidential information with any unauthorized person, group or department, inside or outside of the university, without the express written consent of my supervising faculty member.

**III. Export Controls, Sanctions, and Immigration/Visas**

A. Check one (and only one) box:

I represent that my regular Employer/Home Institution is not identified on any of the following lists:

1. the Department of Commerce’s Entity List (https://www.bis.doc.gov/index.php/documents/regulations-docs/2911-744-supp-4-2022/file;
2. the Department of Commerce’s Unverified List (https://www.bis.doc.gov/index.php/documents/regulations-docs/2713-supplement-no-6-to-part-744-unverified-list/file**Error! Hyperlink reference not valid.**);
3. the Department of Commerce’s Military End User List (https://www.bis.doc.gov/index.php/documents/regulations-docs/2714-supplement-no-7-to-part-744-military-end-user-meu-list/file); or
4. the Department of the Treasury’s Specially Designated Nationals and Blocked Persons List (<https://www.treasury.gov/resource-center/sanctions/sdn-list/pages/default.aspx>) or any other sanctions list (https://home.treasury.gov/policy-issues/financial-sanctions/other-ofac-sanctions-lists).

My Employer/Home Institution is identified on one of the lists noted above, and the University Export Controls Office (<https://research.umn.edu/units/rco/export-controls/overview>) has approved my participation in University Research Activities in writing.

B. I will neither engage in nor cause any export, transfer, or transaction prohibited by U.S. export controls and sanctions regulations, including the Export Administration Regulations (15 C.F.R. pts. 730-774); the International Traffic in Arms Regulations (22 C.F.R. pts. 120-130); and the Foreign Assets Control Regulations (31 C.F.R. pts. 501-598), except as authorized by the appropriate U.S. government agency.

C. I represent that my presence in the U.S. is lawful and that, if I am not a U.S. citizen or permanent resident, my participation is University Research Activities is consistent with the terms of my visa, work permit, or other applicable federal authorization.

**IV. Liability, Release and Indemnification**

A. I will comply with the instructions of supervising faculty and staff from the University and will abide by all safety plans, safety instructions, as well as other safety training received by the University in performing University Research Activities.

B. My participation in University Research Activities is for my own personal benefit. I acknowledge that I have voluntarily elected to participate in University Research Activities, and desires to do so at my own risk. To the fullest extent permitted by law, I assume responsibility for all damages, losses, and personal injury to others that is partially or completely due to my fault. Furthermore, I will be responsible for the proper care of all equipment and property used by or entrusted to me.

C. I understand that, by participating in University Research Activities, I may be exposed to coronavirus or another communicable disease (“Disease”). By participating in the University Research Activities, I assume the risk, that I may be exposed to and contract a Disease and, if that were to happen, that I may require hospitalization or other medical treatment and may be temporarily or permanently injured or disabled or may die. I also assume the risk that I could pass the Disease to others. I agree to take reasonable steps to lessen my and other participants’ risk of exposure to a Disease. By participating in the University Research Activities, I warrant that, to my actual knowledge, myself and individuals living with me are not infected with a suspected, diagnosed, or confirmed case of a Disease and are not exhibiting symptoms of a Disease. I also warrant that I have not been directed to quarantine or isolate at any point during the duration of the University Research Activities. If at any point during the duration of the University Research Activities I am directed to quarantine or isolate, I will stay home, and I will not be entitled to compensation related to the University Research Activities.

D. I also understand that public health conditions or state or federal guidance may change at any time, necessitating a modification to or a cancellation of the University Research Activities. In the event of a modification to or cancellation of the University Research Activities, the University will communicate with me as promptly as possible and share options for participation in the University Research Activities.

E. In the case of an injury or medical emergency, I authorize the University to render first aid or obtain whatever medical treatment it deems necessary for my welfare. I will be financially responsible for all costs incurred, regardless of insurance coverage.

F. I acknowledges that there are potential risks of injury and even death from participating in University Research Activities. To the fullest extent permitted by law, I assume responsibility for all risks to myself and my property, and agree to indemnify and hold harmless University, its trustees, officers, employees, and agents from any and all negligence, claims, damages, costs (including attorney’s fees), and liability arising from or related to my Researcher Activities, except to the extent of the University’s gross negligence. I also accept and assume for myself, my assigns, executors, and heirs any and all such risks and losses that may occur.

**IV. Entire Agreement**

This Agreement replaces all previous agreements relating in whole or in part to the same or similar matters that I may have entered into with University. It may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of University. Discharge of my undertakings in this Agreement will be an obligation of my executors, administrators or other legal representatives or assignees.

**V. Not an Employee of the University of Minnesota.**

I acknowledge the following: (i) I am not an employee of the University of Minnesota, (ii) I will not be paid by the University of Minnesota for my participation in university Research Activities, and (iii) I am not covered by or eligible for any University of Minnesota insurance, health care, worker’s compensation, or other benefits.

**Your Signature**  **Date**

**Signature of Legal Guardian if under 18**  **Date**

**Unless you do not have an employer or home institution, the following section must be completed by someone who is authorized to accept the terms and conditions of this Agreement on behalf of your employer/home institution.**

**Agreed to by Employer/Home Institution**: (**signature required**)

Employer/Home Institution Name:

By (printed name of Authorized Representative):

Title:

Date:

Email:

Telephone:

**NOTE TO UNIVERSITY PRINCIPAL INVESTIGATOR/FACULTY HOST: Retain a copy of this signed Agreement for your department and send a copy to Technology Commercialization Office, 200 Oak Street, SE, Suite 280, Minneapolis, MN 55455, Fax: 612.624.6554, E-Mail: umotc@umn.edu.**