

## GUIDANCE FOR FACULTY ON VISITING SCIENTIST ARRANGEMENTS

Generally, faculty members are encouraged to seek collaboration opportunities with colleagues and scientists affiliated with other organizations. These collaborators may visit the University and have access to University research facilities and resources. However, the rights of the University and our research sponsors need to be protected by this access. This Guidance is intended to facilitate the interaction of University faculty with other scientists, colleagues and students who will have access to University research resources and facilities that are not otherwise available to the public.

As used in this Guidance, “Visiting Scientist” means anyone who will be working, researching, training or observing in a University facility (e.g., laboratory, clinical facility, etc.) (i) on substantial research, and/or (ii) for an extended period of time and/or (iii) on a reoccurring and who is not subject to or covered by the University’s employee or student policies. This includes:

- Employees working in other organizations, whether public or private, who are representing and/or receiving financial support from their organization;
- Students or other trainees who are not covered by University policies or registered as University students; and
- Any other individuals who are external collaborators, consultants or observers who are not University employees.

As a result, University faculty members should, prior to the arrival of a Visiting Scientist on campus, require that a Visiting Scientist execute a Visiting Scientist Agreement. Either a representative from ORPA or the Office of Counsel can assist you in obtaining a Visiting Scientist Agreement for execution. A copy of our template agreement is attached.

The major objectives of the Visiting Scientist Agreement are twofold. First, it ensures that Visiting Scientists agree to follow University rules and procedures while on our property. This might include specific training (e.g. hazardous materials handling, HIPAA compliance, IRB or UCAR approvals) depending on the nature of their activities while visiting the University. These provisions ensure that work is conducted safely and in a professional manner.

Second, the Agreement confirms that any intellectual property developed by the Visiting Scientist using our facilities will be owned by the University, but that the Visiting Scientist will be treated as a University “inventor” under our Policy on Intellectual Property and Technology Transfer, which would include a right to share in any royalties received from any licensing of the intellectual property. These provisions are particularly important if the Visiting Scientist will be working on any government or industry sponsored research project, since University ownership of intellectual property which arises out of those projects is required under related laws (e.g., Bayh Dole) or contract terms. These provisions are also important when the Visiting Scientist is employed by industry, since many companies have policies on intellectual property ownership that conflict with those of the University.

If the Visiting Scientist is visiting as an individual and not bound by to any contractual or employment constraints from another organization, the Visiting Scientist Agreement can be signed by the individual. If the Visiting Scientist is covered by employment or other contractual restrictions of another organization, a representative from such organization should sign the Visiting Scientist Agreement as well. ORPA or the Office of Counsel will assist with any necessary revisions to the template agreement.

In some cases, the employer of the Visiting Scientist might object to our intellectual property terms. In those rare cases where (1) the employer of the Visiting Scientist is providing financial support for the Visiting Scientist and some other contribution (e.g. contribution to the conception of the project, background intellectual property, research materials, etc.), and (2) objects to the University's Intellectual Property terms, the University may agree to alter the terms of the Visiting Scientist Agreement to provide that any intellectual property arising out of the research project will be jointly owned by the University and the Visiting Scientist's employer.

This exception to the standard terms of the agreement must be approved by the faculty member's Dean's office, in consultation with the Offices of Technology Transfer and ORPA.

## INTELLECTUAL PROPERTY RIGHTS AGREEMENT

*for visiting scientists*

In consideration of my appointment as a Visiting Scientist at the University of Rochester ("ROCHESTER") for the purpose of participating in graduate student education, oversight and research ("Professional Services") conducted at Rochester facilities during the period from \_\_\_\_\_ to \_\_\_\_\_, I agree that I will:

(i) promptly disclose and hereby assigns to ROCHESTER all rights which I have as inventor or author in all inventions, copyrightable works (including computer software) and research data ("Research Work Product") conceived or first actually reduced to practice or authored or developed by me, either solely or jointly with others, in the conduct of the Professional Services at ROCHESTER:

(ii) execute all necessary papers and otherwise provide proper assistance, at ROCHESTER's expense, during and subsequent to my participation under my Professional Services, to enable ROCHESTER to obtain, maintain or enforce for itself or its nominees, patents, copyrights or other legal protection in the Research Work Product which I develop at ROCHESTER;

(iii) make and maintain for ROCHESTER adequate and current written and electronic records of all Research Work Product which I shall deliver to ROCHESTER at the termination of my participation in any Professional Services and which will become the property of ROCHESTER. I understand that I will have a right to copy all written and electronic records for my research and personal purposes; and

(iv) keep confidential all information related to intellectual property of ROCHESTER, including unpublished results, records of work, know-how and non-patentable information. No information acquired by me during my work at ROCHESTER will be transmitted by me in any form either to the INSTITUTION or to any third party.

I understand that as partial consideration for this agreement, I will be entitled to share in royalties and other inventor/author rights as outlined in ROCHESTER's ["Policy on Intellectual Property and Technology Transfer"](#) dated February 1, 1997, or revised versions of this policy in effect at the time of my disclosure.

I have made known to ROCHESTER that I am or will become a full-time employee of \_\_\_\_ [name of University] \_\_\_\_\_ ("INSTITUTION"), and as such have signed an employment agreement with INSTITUTION. Nothing in my employment agreement with the Institution, however, would conflict with the terms of this Agreement or otherwise prohibit me from complying with the terms of this Agreement. In addition, the Professional Services rendered to ROCHESTER would not conflict with my employment obligations to INSTITUTION. If my obligations to either INSTITUTION or ROCHESTER evolve in such a manner that a conflict arises, I will inform both INSTITUTION and ROCHESTER and this Agreement may be terminated immediately, or modified, by either Party.

Visiting Scientist shall own all data generated by Visiting Scientist while on ROCHESTER premises or while using ROCHESTER facilities; provided, however that ROCHESTER shall have the right to use and disclose all such data for any purpose.

If I am working on ROCHESTER's facilities, I acknowledge that I will be subject to and required to observe all rules, regulations and requirements of ROCHESTER, including but not limited to safety, health, hours of work and

conduct. This might include specific training related to the responsible conduct of research, handling of research data, safety and other issues that may apply depending on the nature of my activities while visiting the University. I understand I am legally responsible to ROCHESTER for all of my acts or omissions with on ROCHESTER's premises. I will comply with all laws, rules and regulations when present on ROCHESTER's premises or using ROCHESTER's facilities.

I understand that, although I will continue to be an employee of INSTITUTION, ROCHESTER will exercise administrative control and technical supervision over my work activities at ROCHESTER during the term of this Agreement.

ROCHESTER makes no representation or warranty regarding its premises, facilities or equipment. Neither ROCHESTER nor any person acting on its behalf will be responsible for any injury resulting to Visiting Scientist's use of ROCHESTER's facilities or presence on ROCHESTER's premises.

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Acknowledged and Approved:

University of Rochester

[Visitor's Employer]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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