

**University of Maryland, Baltimore (UMB)
Visiting Scientist Agreement**

Name of Visiting Scientist: _____

Name of Visiting Scientist's Home Institution: _____

Period of Time at UMB: _____

Name of UMB Faculty Sponsor: _____

UMB School/Department: _____

In consideration of being permitted to perform research at the University of Maryland, Baltimore (UMB) and to use its facilities and resources, I hereby agree as follows:

Research work permitted at UMB is limited to: _____.

Intellectual property rights will be determined by the separate Intellectual Property Agreement attached hereto and executed by the Visiting Scientist and by authorized officials of the Visiting Scientist's home organization and UMB.

Publication of the results of research performed at UMB is permitted after review by the UMB Faculty Sponsor and by sponsor representatives, when required by a sponsored agreement funding the research. I understand that publication may be delayed in order to permit the sponsor or UMB to protect intellectual property resulting from the research.

In addition, the following terms apply:

I agree to maintain accurate and complete laboratory notebooks and/or other written documentation that is appropriate for the purpose of this visit, as determined by UMB. At the close of this Agreement, I shall submit the original copy of all and any such documentation including any reports and/or any other outstanding items to the UMB Faculty Sponsor or designee prior to the last day of my visit. I understand that I may retain a copy for my files, but I may not disclose that copy to any other person.

I agree to keep and maintain in confidence and not to use any information that I may observe while at UMB that relates to research programs other than the research work described above.

I certify that I am qualified to perform the tasks that I will undertake at UMB.

I understand that the research may involve risks such as exposure to potentially hazardous equipment, chemicals, microbes, infectious organisms, medical waste, pathogens, laboratory animals, radioactive material, and the risk of accidents and injuries.

I agree to cooperate fully with the UMB Faculty Sponsor or designee to obtain any required training, approvals or authorizations for performance of the research tasks at UMB, in accordance with UMB policies and procedures and applicable laws, regulations and standards.

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I agree to comply with export and sanctions regulations of the United States of America. I understand that UMB may review all UMB activities that may result in an export or sanctioned transaction with a foreign national, entity or country requiring an export license or other governmental approval. I agree to cooperate with any such review and to comply with any recordkeeping, certification, license, security measure or other action that may result from the review.

I understand that I am not covered by general or professional liability insurance for claims and judgments arising out of my activities. I am responsible for any injuries to people or property resulting from my acts.

My participation as a Visiting Scientist at UMB shall not create an employment relationship between UMB and me. I shall receive no stipend or benefit from UMB for my activities, and I am not entitled to participate in UMB's benefit programs including, but not limited to, workers' compensation or health insurance.

VISITING SCIENTIST

Signature _____
Date

Name (printed or typed): _____

AUTHORIZED OFFICIAL SIGNATURE FOR

Signature _____
Date

Name (printed or typed): _____

Title: _____

UMB DEPARTMENT CHAIR SIGNATURE

Signature _____
Date

**AUTHORIZED OFFICIAL SIGNATURE FOR
UNIVERSITY OF MARYLAND, BALTIMORE**

Signature _____
Date



INTELLECTUAL PROPERTY AGREEMENT (FOR A VISITING SCIENTIST)

NAME OF VISITING SCIENTIST: _____

VISITING SCIENTIST'S EMPLOYER: _____

UMB SCHOOL/DEPARTMENT: _____

UMB PI OR FACULTY SPONSOR: _____

As a Visiting Scientist at the University of Maryland, Baltimore (“UMB”), I understand that the University System of Maryland Policy on Intellectual Property (as amended) (the “USM IP Policy”) is applicable to me.¹

Under the USM IP Policy, UMB owns any Intellectual Property discovered, invented or authored by me which is conceived or first actually reduced to practice as a part of or as a result of: my work at UMB; a UMB-administered program of research, even if sponsored in whole or in part by the U.S. Government or other sponsor; or my activities involving the use of UMB funds, facilities, materials, or confidential information. “**Intellectual Property**” means any inventions, patents, copyrights, trademarks, service marks, trade dress, computer programs and software, mask works, tangible research property, and plant varieties.

In consideration of the availability to me of: (a) opportunities to perform sponsored research or to use UMB funds or facilities, (b) my present or subsequent employment by UMB, and/or (c) my present or subsequent assignment to UMB, I agree as follows:

1. TO THE BEST OF MY KNOWLEDGE, I HAVE NO AGREEMENTS WITH OR OBLIGATIONS TO OTHERS IN CONFLICT WITH THIS AGREEMENT, OTHER THAN AGREEMENTS WITH OR OBLIGATIONS TO EMPLOYERS OR RESEARCH SPONSORS LISTED BELOW. IF I LIST INFORMATION BELOW, I UNDERSTAND THAT MY OBLIGATIONS UNDER THIS AGREEMENT ARE OR MAY BE LIMITED BY INCONSISTENT OBLIGATIONS TO OTHERS, AND THAT THE UNIVERSITY ACCEPTS MY AGREEMENT SUBJECT TO THAT LIMITATION.

2. I will keep in confidence all information relating to the Intellectual Property. I agree not to disclose or use that information without written permission from UMB. I understand that disclosure and publication of information related to Intellectual Property must be coordinated with any schedule for filing of documents for legal protection of the Intellectual Property, such as patent applications.

3. I will promptly disclose to the UMB Office of Research and Development (“ORD”) all Intellectual Property made by me which is subject to the USM IP Policy. I will follow all ORD policies and procedures made known to be concerning disclosure of inventions and other Intellectual Property made in the course of my work as a visiting scientist at UMB.

4. I acknowledge that UMB may have entered into sponsored research agreements with third parties, and that those agreements may create obligations with respect to Intellectual Property relating to or made during my work at UMB. I understand that my ability to publish or present research data may be delayed in some instances in order to permit the sponsor and UMB to review the data before it is disclosed to others. I will discuss plans to publish or present data with my UMB PI or Faculty Sponsor, and as needed with ORD, in order to determine what reviews are needed prior to publication.

5. I will maintain accurate and complete laboratory notebooks and/or other written documentation that is appropriate for the purpose of my work, as determined by UMB. At the termination of this Agreement, I will submit to the above-named UMB PI or Faculty Sponsor (or his/her designee) the

¹ The current USM IP Policy is available at <http://www.usmd.edu/regents/bylaws/SectionIV/IV320.html>.

original of all such notebooks and documentation. I understand that I may retain one copy for my files, but that I may not disclose that copy to any other person.

6. I will do whatever is necessary to enable UMB (a) to apply for and obtain patent, copyright, trademark, or other legal protection of Intellectual Property, and/or (b) to fulfill the requirements of any sponsored research agreement as they relate to Intellectual Property.

7. I will assign to UMB (or its designee) my entire right, title, and interest in any Intellectual Property in which UMB has an interest pursuant to the USM IP Policy, including without limitation patents and patent applications, copyrights and reproduction rights, and trademarks. Upon request, I will execute assignments and other documents, and will cooperate and assist, as required for UMB to obtain patent, copyright, trademark, or other legal protection of that Intellectual Property, and/or for UMB to perform its obligations under any sponsored research agreement.

8. If UMB is unable for any reason whatsoever to secure my signature to any lawful and necessary document reasonably required with respect to protection of that Intellectual Property (including without limitation patent applications, renewals, extensions, continuations, divisionals, or continuations-in-part), I designate and appoint UMB and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on behalf and instead of me, to execute and file any applications and to do all other lawfully permitted acts to further the prosecution, issuance, and maintenance of patents, copyrights, trademarks, or other legal protection of the Intellectual Property with the same legal force and effect as if executed by me.

VISITING SCIENTIST

UNIVERSITY OF MARYLAND, BALTIMORE

Signed: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

ACKNOWLEDGEMENT OF EMPLOYER:

The undersigned institution has reviewed this Agreement, acknowledges that it has no claim on the Intellectual Property described in Section 7, and acknowledges that the Visiting Scientist's execution of this Agreement is not inconsistent with the Visiting Scientist's obligations to the undersigned institution.

Name of Institution

By: _____

Date: _____

Title: _____

Visiting Scientist's agreements or obligations that may conflict with this Agreement:
