**VISITING SCIENTIST AGREEMENT**

\*\*COMPANY\*\*, located at \_\_\_\_\_\_\_\_\_\_\_ (the "Company"), \_\_\_\_\_\_\_\_\_\_ (the "Participant"), and The University of Texas at Austin, Austin, Texas (the "University"), a state component institution of The University of Texas System, enter into this Agreement. The University shall appoint Participant as a visiting scientist, in the Department of \_\_\_\_\_\_\_\_\_\_ under the direction of Professor \_\_\_\_\_\_\_\_\_\_ ("Principal Investigator") for the purpose of providing training and related intellectual development and education. The appointment shall commence on or about \_\_\_\_\_\_\_\_\_\_, and will last through approximately \_\_\_\_\_\_\_\_\_\_, provided the Participant's performance meets the expectations of and standards set by the Principal Investigator and that Participant complies with University policies and procedures.

The Company shall be responsible for all costs and expenses incurred by the Participant under this Agreement, including, but not limited to, wages, fringe benefits, medical expenses, travel and living expenses. Any taxes on Participant's stipend or Company benefits due the State of Texas or the Government of the United States shall be the direct responsibility of the Participant and the Company. **(IF FOREIGN):** **The Company and the Participant will arrange and obtain the necessary US visa to work in the United States. The University will reasonably assist as called upon in this regard.**

The Participant will be subject to and required to observe all rules, regulations and requirements of The University and The University of Texas System Board of Regents' Rules and Regulations, including but not limited to safety, health, hours of work, and conduct. Leave, time off, and vacations of the Participant shall be taken in accordance with the policy of the Company; however, it is expected that such leave, etc. will be integrated with the requirements of the University.

The Participant will continue to be the assignee and employee of the Company at all times. The University will exercise administrative control and technical supervision over the Participant's occupational activities during the assignment.

**USE IF APPLICABLE:** The Company has generously agreed to provide the University an unrestricted gift to cover laboratory expenses associated with the research and training activities conducted under this Agreement.

In the course of his work with the Principal Investigator, Professor \_\_\_\_\_\_\_\_\_\_, the Participant will acquire information that is the intellectual property of the University. This intellectual property may consist of unpublished results, know-how, non-patentable information, patentable or other written or orally transmitted information. The Participant and the Company agree that no information acquired by the Participant during his tenure at the University will be transmitted by the Participant in any form either to the Company or to any third party. The Participant will, however, report to the Company exclusively on his personally obtained results and will report on such results only when their disclosure does not lead to acquisition of any unpublished results or other intellectual property by the Company or any third party. All technical reports containing technical information by the Participant to the Company or to a third party will be accompanied by an English translation, which will be authorized by the Principal Investigator for transmittal. No other technical information will be transmitted or disclosed by the Participant.

In the event that discoveries result from the Participant's efforts at the University, such discoveries and any resulting know-how, patent application or patent will be the property of the University. Furthermore, the University will be the owners of all intellectual property generated by the Participant during his tenure at the University. This will include but will not be limited to know-how, patents, original data, computer programs and records of work. Although owned by the University, the University agrees to make copies of information generated by Participant's discoveries available to the Company on a confidential basis through the Participant, to the extent permitted by law or preexisting contractual commitments to third parties and subject to The University of Texas System Intellectual Property Policy and Guidelines. The timing, extent and content of all publications regarding the results of the activities under this Agreement shall be at the discretion of the University and the Principal Investigator.

The Company agrees that the name of The University of Texas \_\_\_\_\_\_\_\_\_\_, its Regents, officers, agents and employees will not be used in any Company literature or for purposes of advertising or endorsing any Company products or services.

The Company and the Participant agree to hold the University and The University of Texas System, their Regents, officers, agents and employees, harmless from any loss, claim, damage, or liability of any kind involving the Company, the Participant or an agent or employee of the Company arising out of or in connection with this Agreement, except to the extent that it is directly due to the negligent acts or omissions of any of the Regents, officers, employees or agents of the University.

This Agreement shall be governed by the laws of the State of Texas.

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| **COMPANY**  By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    **PARTICIPANT**    By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **THE UNIVERSITY OF TEXAS**  By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    **PRINCIPAL INVESTIGATOR**    By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |