**THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY**

**VISITING SCHOLAR/RESEARCHER AGREEMENT**

This Visiting Scholar/Researcher Agreement (“Agreement”) is entered into by and between [Name of the Visiting Scholar/Researcher] (the "Visiting Scholar/Researcher"), who is [a/an] [title] at [the “Name of Employer”], and The University of Texas Rio Grande Valley ("UTRGV"), a state agency and component institution of The University of Texas System.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UTRGV and the Visiting Scholar/Researcher hereby agree as follows:

**A. Term of the Agreement**

1. This Agreement shall be effective as of [date] and shall terminate on [date].
2. The Visiting Scholar/Researcher affirms and acknowledges that he is not an employee of UTRGV and as a Visiting Researcher, his/her affiliation with UTRGV is at the pleasure of UTRGV; therefore, this Agreement and his/her affiliation with UTRGV may be terminated at any time, with or without cause and without recourse.

 **B. UTRGV Responsibilities**

1. The Visiting Scholar/Researcher will be affiliated with the UTRGV [Department/School/Institute/Center name] under the direction of [Name of Faculty Sponsor] to conduct [description of the research and activities during the visit]. This affiliation shall commence no earlier than [Date] and be effective until [Date] unless this Agreement terminates early.
2. The Visiting Scholar/Researcher will be allowed access to UTRGV’s [Facility, Lab, etc.], which is located in Room [Room Number] of the [Name of the Building] Building and is supervised by [Name of Faculty Sponsor].
3. UTRGV, primarily acting through [Name of Faculty Sponsor], will exercise administrative control and technical supervision over the Visiting Scholar/Researcher's activities during the term of the visit.

**C. Visiting Scholar/Researcher Responsibilities**

1. The Visiting Scholar/Researcher shall be responsible for all costs and expenses incurred by the Visiting Scholar/Researcher under this Agreement, including, but not limited to, wages, fringe benefits, medical expenses, insurance and travel and living expenses. Any taxes due the State of Texas or the United States shall be the direct responsibility of the Visiting Scholar/Researcher.
2. The Visiting Scholar/Researcher will arrange, obtain, and maintain the necessary nonimmigrant visa (if applicable) to be a Visiting Scholar/Researcher at UTRGV. UTRGV will reasonably assist as called upon in this regard.
3. The Visiting Scholar/Researcher hereby gives UTRGV permission to inquire into his/her education, references, driving record, employment, volunteer history, and criminal background. The Visiting Scholar/Researcher further gives permission to the holder of such records to release the same to UTRGV. The Visiting Scholar/Researcher understands that UTRGV will only use this information for the purpose of this Agreement.
4. The Visiting Scholar/Researcher will be subject to and required to comply with all the terms and conditions found in this Agreement, all applicable rules, policies, regulations and requirements of UTRGV and The University of Texas System Board of Regents' Rules and Regulations, and all applicable State and Federal laws, including, but not limited to, those relating to confidentiality, export controls, conflicts of interest, ethical behavior, equal opportunity, compliance, safety, health, and conduct. In addition, the Visiting Scholar/Researcher shall perform the responsibilities required by this Agreement in a professional manner commensurate with his/her role at UTRGV.
5. This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents between the parties. During the term of this Agreement, Visiting Scholar/Researcher shall remain an employee of his/her home institution, [Name of Employer], at all times.

**D. Compliance with Export Control Laws**

1. The Visiting Scholar/Researcher agrees to: (a) comply with all U.S. export control laws and regulations, (b) not take any action that would cause UTRGV to be in violation of any such laws or regulations, and (c) contact the Export Controls Manager at (956) 665-7873, or via Email: david.sundvall@utrgv.edu if he/she has any questions about Export Control Laws.
2. If applicable, to prevent the Visiting Scholar/Researcher from receiving any “use” technology controlled by the EAR, the Visiting Scholar/Researcher will comply with the following restrictions and conditions while on UTRGV property and during the term of this Agreement:
* Will not work on any research or proposals during his/her visit except for the authorized research project (the “Authorized Research”).
* Will not: (a) enter any UTRGV laboratories except the [Name of Laboratory, i.e., Chemistry, Biology, etc.] Laboratory, which is supervised by [Name of Faculty Sponsor] and located in the [Name of the Building] Building, Room [Room Number] (the “Lab”), or (b) discuss any other research projects with UTRGV students, faculty or staff who work outside of the Lab without advanced written approval by [Name of Faculty Sponsor]. Any exceptions must be approved by the Export Controls Manager, after appropriate review of specific equipment, technology, or other property that may be export controlled.
* Will not remove any equipment, technology or other property from the Lab.
* Will not use equipment from other UTRGV laboratories or use new equipment or software delivered to the Lab after his/her first day in the Lab. If necessary for his Authorized Research, Visiting Scholar/Researcher will use only equipment and technology found in the Lab on his first day in the Lab.
* Will not access or attempt to access any technology controlled by any other export control regulations, including the U.S. Department of State under the International Traffic in Arms Regulations (ITAR).
* Will not access or attempt to access the object or source code for any software, including software found on the computers in the Lab.
* If the prohibitions and restrictions found in this Section D. 3 would prevent the Visiting Scholar/Researcher from accomplishing Authorized Research, he/she will immediately seek guidance from both [Name of Faculty Sponsor] and the UTRGV Export Controls Manager.
1. The Visiting Scholar/Researcher acknowledges that both the EAR and other related U.S. export control regulations apply to him/her individually, even when his/her actions are not related to UTRGV or to his/her Authorized Research. The Visiting Scholar/Researcher is responsible for ensuring that any personal purchases or exports of U.S. technology are compliant with applicable U.S. Export Control regulations and Visiting Scholar/Researcher acknowledges that UTRGV is not responsible for any violation related to such activities (e.g., purchasing personal electronics such as iPads or other technology to take back to his/her country of origin.)

**E. Intellectual Property**

1. Pursuant to the Rules and Regulations of The University of Texas System Board of Regents (the “Board”), the Board automatically owns all intellectual property (including, but is not limited to, any invention, discovery, creation, know-how, trade secret, technology, scientific or technological development, research data, and computer software, whether subject to protection under patent, trademark, copyright, or other laws) created by the Visiting Scholar/Researcher during the term of this Agreement. Therefore, the Visiting Scholar/Researcher does hereby assign all his/her rights in such intellectual property to the Board and hereby acknowledges that he/she has no independent right or authority to convey, to assign, to encumber, or to license such intellectual property to any entity other than the Board.
2. While conducting his/her Authorized Activities, the Visiting Scholar/Researcher may also be exposed to or learn about other intellectual property owned by the Board, which intellectual property may consist of unpublished results, tangible research results, know-how, non-patentable information, patentable or other written or orally transmitted information. The Visiting Scholar/Researcher agrees that he/she will not disclose or release any such intellectual property to a third party without prior written approval from UTRGV's Office of Technology Commercialization.
3. Subject to the ownership rights of the Board of Regents, the Visiting Scholar/Researcher may be allowed to create report(s) containing only technical information that the Visiting Scholar/Researcher has personally obtained as a result of his/her collaboration and efforts in the Lab. However, any such report cannot be released if it undermines the Board’s interest in any intellectual property it owns, including, but not limited to intellectual property described in Section E. 2 immediately above. Therefore, [Name of Faculty Sponsor] must review and approve all such reports, which must be accompanied by an English translation if necessary, before the Visiting Scholar/Researcher releases such reports to a third party. Except as provided in this paragraph, the Visiting Scholar/Researcher is not otherwise authorized to transmit or disclose any technical information associated with his/her work in the Lab or his/her access to the Lab.
4. The timing, extent and content of all publications regarding the results of the Visiting Researcher’s activities under this Agreement shall be at the discretion of UTRGV and [Name of Faculty Sponsor].

**F. Indemnification and Release from Liability**

1. The Visiting Scholar/Researcher shall and does hereby agree to defend, indemnify, and hold harmless indemnitees from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorney's fees), and other claims of any nature, kind, or description (collectively "claims") by any person or entity, arising out of, caused by, or resulting from the performance of this agreement and which are caused in whole or in part by any malicious misconduct, gross negligent act, or gross negligent omission of Visiting Scholar/Researcher. The provisions of this section shall not be construed to eliminate or reduce any other indemnification or right which any indemnitee has by law.
2. In consideration of being permitted to work in the Lab and of receiving other benefits under this Agreement, the Visiting Scholar/Researcher hereby releases and agrees to hold UTRGV, The University of Texas System, their Regents, officers, agents and employees, harmless from any and all losses, claims, damages, or liabilities of any kind (including death) that involve the Visiting Scholar/Researcher or his/her property and that may result from or occur during his/her activities as a Visiting Scholar/Researcher, whether caused by the negligence of UTRGV, The University of Texas System, their Regents, officers, agents or employees, or otherwise.

**G. Miscellaneous Provisions**

1. The parties intend that a photocopy, scanned, facsimile, electronic, or other copy of this Agreement shall have the same effect for all purposes as an ink-signed original.
2. This Agreement shall be governed by the laws of the State of Texas.
3. Sections D, E, and F will survive the termination of this Agreement.
4. This Agreement may not be assigned by either party.

**VISITING SCHOLAR/RESEARCHER**

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

 (Signature)

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

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

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

**THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY**

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

Name: Dr. Janna Arney

Title: Interim Provost

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

**Acknowledgment of UTRGV Faculty Sponsor:**

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

Name:

Title:

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

**[Acknowledgment of [UTRGV College Dean/Department Head, or N/A:**

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

Name:

Title:

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

**[Acknowledgment of UTRGV College Dean/Department Head, or N/A:**

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

Name:

Title:

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