

VISITING RESEARCHER AGREEMENT

THIS VISITING RESEARCHER AGREEMENT, made as of the date of the last signature below, is by and on behalf of North Carolina State University (“NC State”) located in Raleigh, North Carolina, and _____, visiting researcher, (hereinafter “Visitor” for purposes of this Agreement)

WHEREAS, NC State desires to have Visitor participate and/or perform research, certain scholarly, and/or educational activities at NC State; and

WHEREAS, Visitor represents that Visitor is ready, willing and able to perform such activities;

THEREFORE, the parties mutually agree as follows:

1. **Scope of Work.** Visitor will participate in research, scholarly, or other educational activities as identified and described in **Exhibit A** (the “Activities”).
2. **Location, Reporting, and Supervision.** Visitor will perform the Activities at _____ [residence/work location (if virtual) or campus location (if will be physically present on campus)] under the supervision of _____ (“Individual Host”) of _____ the _____ (“Hosting Department”).
3. **Term.** Visitor’s association with NC State shall begin on _____, and shall conclude on or about _____ (the “Term”), unless the Term is modified by the mutual written agreement of the parties. Unless terminated by NC State or Visitor, the Term may be extended on a monthly basis by mutual written agreement between the parties, to a maximum of six (6) months.
4. **Financial Support.** Visitor will receive financial support during the Term from the following source(s): (check all that apply)

NC State funding Federal Sponsor funding Other

Employer funding Visitor’s Government funding No financial support

(if employer funding, employer required to sign)

Prior authorization by NC State is required for any travel taken under this Agreement for which reimbursement is requested.

5. **Visitor Status.** Visitor acknowledges and agrees that Visitor is not an employee of NC State. Except for the financial support identified in Section 4 above, if any, Visitor will not receive any other wages, salary or other compensation for the Activities. Visitor is not eligible for any NC State employment benefits, including but not limited to vacation, sick leave, retirement, tuition benefits, disability insurance, health insurance and worker’s compensation coverage.

6. **Use of Facilities, Equipment, and Services.** NC State will grant Visitor access to certain facilities, equipment, software, other technologies, and services of mutual interest in the performance of the Activities. NC State will have the sole authority and discretion to determine the time and manner, and any applicable costs, of all such use.

Visitor will complete any training required for use of or access to the NC State facilities, equipment, technologies, and/or services. Such training must be satisfactorily completed prior to Visitor's performance of the Activities.

7. **Confidentiality.** During performance of the Activities, it may be appropriate and necessary for Visitor to have access to certain NC State technical, experimental and business information, including research plans, tools, technologies, materials and research results, or other information subject to protection of applicable privacy laws (collectively "Confidential Information"). Accordingly, all Confidential Information, whether in written, verbal or other form, disclosed to or accessed by Visitor should be considered as confidential and proprietary. Visitor agrees to hold all such Confidential Information in confidence and not to disclose it to third parties, including Visitor's Employer, without the express written consent of NC State or where required by applicable laws or NC State policies. NC State does not wish to receive, inadvertently or otherwise, information which is confidential or in any way proprietary to a third party, including Visitor's Employer.

8. **Compliance with Applicable Laws and Policies.** In the performance of the Activities and this Agreement, Visitor shall comply with all applicable: (a) federal, state, and local laws; (b) NC State policies, regulations, and rules, including those applicable to foreign students and scholars; (c) NC State safety standards, including laboratory safety standards together with all related training applicable to the Activities; and (d) the same standards of conduct applicable to NC State employees.

9. **Intellectual Property.**

- a. Visitor warrants that Visitor will not knowingly infringe the intellectual property rights of a third party in the performance of the Activities.
- b. The rights to any intellectual property discovered, made or conceived in the further development and/or performance of any collaborative or sponsored research activities shall be determined by the terms of the agreement between Visitor's Employer and NC State related to these activities ("Research Agreement").
- c. If no Research Agreement governing the Activities exists, then the following shall control: In consideration for the fees paid to Visitor in Section 4, other benefits, and/or access to NC State's campus and facilities, equipment, software, other technologies, and services, Visitor agrees that NC State shall own all right, title and interest in and to any data, product or process which Visitor, alone or with others, develops during the performance of the Activities. Visitor will assign, and hereby does assign to NC State any and all of their title, interest, and rights which Visitor may acquire in and to any invention, patent, copyright (regardless of whether such work is deemed a "work

for hire”), or other proprietary data or materials of any kind conceived, reduced to practice, or developed during the performance of the Activities and agrees to execute any and all documents requested by NC State in accordance with this provision. Should Visitor be an “inventor” as that term is defined under the patent law of the United States, or “creator” as defined by NC State’s Copyright Regulation (NCSUREG 01.25.03), Visitor shall be named as an inventor on the patent application and, or “author” on the copyright registration application, unless Visitor is precluded by force of employment, Visitor shall be the recipient of a share of the net income stemming from any eventual commercial license of technology(ies) or work(s) developed by Visitor while working at NC State. The value of this share shall be determined by the Office of Research Commercialization at NC State in accordance with NC State’s Patent Policy or Copyright Regulation in effect at the time the invention or work is disclosed to NC State.

- d. Visitor warrants that Visitor’s Employer is aware of and agrees to Visitor’s performance of the Activities under this Agreement. Visitor further warrants that Visitor has disclosed the terms of this intellectual property clause to Visitor’s Employer.
10. **Examination of Records.** NC State shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Visitor related to Visitor’s performance of the Activities until the expiration of three (3) years either after the Term or the Agreement’s termination pursuant to the provisions of herein.
11. **Liability.** In consideration for the Visitor’s performance of the Activities and/or access to NC State’s campus and facilities equipment, software, other technologies, and services, Visitor releases and agrees to hold NC State and the University of North Carolina, their Board of Trustees and Governors, officers, agents and employees harmless from any loss, claim, damage, or liability of any kind involving Visitor or Visitor’s property and arising out of this Agreement.
12. **Use of Names.** Visitor will not use the name, marks, or symbols of NC State for any purpose without the express written permission of NC State.
13. **Termination.** NC State may, by written notice to Visitor, terminate this Agreement in whole or in part at any time, either for NC State’s convenience or because of the failure of Visitor to fulfill Visitor’s obligations and/or requirements under this Agreement. Upon receipt of such notice, Visitor shall: 1) immediately discontinue all activities (unless the notice directs otherwise) and 2) deliver to NC State all data, reports, summaries, and such other information and materials as may have been prepared for and/or accumulated by Visitor in performing the Activities, whether completed or in progress. After receiving notice of termination, Visitor shall not incur any new obligations and shall cancel as many outstanding obligations as possible. If receiving Financial Support pursuant to section 4 above, Visitor shall be paid for all satisfactory work performed prior to termination.
14. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State

of North Carolina, without regard to conflict of law provisions.

15. **Assignment.** Visitor shall neither assign nor delegate any interest in this Agreement or duties under this Agreement without the prior written consent of NC State.
16. **Non-Waiver.** Any failure by NC State to enforce or require the strict performance by Visitor of any of the terms or conditions of this Agreement shall not constitute a waiver by NC State of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of NC State at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions.
17. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.
18. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement the effective as of the date of the last signature below.

VISITOR

By signing this Agreement I represent that I will comply with all its terms and with all applicable NC State Policies. I hereby declare that I can cannot (check one) receive income stemming from eventual license(s) of technology(ies) I may develop while working at NC State.

Signature: _____
Printed Name: _____
Address: _____

City, State, Zip _____

Date: _____

Signature: _____
Name: _____
Company: _____
Title: _____
Date: _____
(Signature block for employer, if required by
Visitor's employer)

NORTH CAROLINA STATE UNIVERSITY

I acknowledge the existence of this Agreement and I will aid in the compliance of NC State's Policies by Visitor.

Individual Host

Hosting Department Head

Signature: _____
Name: _____

Signature: _____
Name: _____

Department: _____
Date: _____

Department: _____
Date: _____

Authorized by:

Name: _____
Vice Chancellor for Research and Innovation
Date: _____

EXHIBIT A

Scope of work describing services or research to be provided by Visitor