

THE UNIVERSITY OF TENNESSEE
VISITOR INFORMATION PACKET

The information and agreements in this packet are required by The University of Tennessee's "Policy on Visitors Engaged in Research." The Sponsor should ensure completion of the information form and the Visitor's execution of both the Agreement for a Visitor Engaged in Research and the Intellectual Property Agreement. The Sponsor should also execute the Agreement for a Visitor Engaged in Research. The Sponsor should submit the packet of information to his/her Departmental Business Manager at least fifteen (15) business days prior to the proposed Visitor working in a University laboratory or other University facility. On the Agreement for a Visitors Engaged in Research and the Intellectual Property Agreement, signatures other than the Sponsor's and Visitor's will be obtained *after* submission to the Departmental Business Manager.

Sponsor Information

1. Name: _____
2. Campus: _____
3. University department: _____
4. Phone number: _____
5. Email address: _____

Visitor Information

1. Name: _____
2. Address: _____
3. Phone number: _____
4. Email address: _____
5. Home institution/organization: _____
6. Citizenship: _____
7. Date of Birth (MM/DD/YYYY format): _____

Other requirements:

- Attach the proposed Visitor's resume or CV (in English)
- If the proposed Visitor is not a U.S. citizen, attach a full-size color photocopy of the proposed Visitor's passport and U.S. travel / work authorization

<u>Departmental Use Only</u>
Date Received _____
Departmental Business Manager _____
Printed Name _____
Signature _____

**THE UNIVERSITY OF TENNESSEE
AGREEMENT FOR A VISITOR ENGAGED IN RESEARCH**

Name of Visitor: _____

Period of Time at UT: Beginning _____ (“Beginning Date”) and Ending _____, (“Termination Date”) and will be subject to renewal only by mutual agreement of UT and the Visitor.

Brief Summary of Proposed Work: _____

Identification of any specific grant, contract or research project(s) planned to work on while at UT:

Explanation of all contractual relationship(s) and/or financial arrangement(s) between UT and the Visitor’s home organization including/or all external sponsorships (including scholarships, fellowships, etc.):

List any equipment, materials, and samples you plan to bring to UT’s campus or receive after arrival:

In consideration of being approved to be a part of an educational experience at The University of Tennessee ("UT"), being approved to perform research at UT and being provided access to and/or use of facilities provided by UT, the undersigned hereby agrees as follows:

Research work approved at UT is limited to the work performed in the laboratory or assigned workspace of the UT Sponsor and under his/her direction. The Visitor **cannot** work in any other laboratory(ies) or assigned workspaces of The University of Tennessee.

In connection with this agreement, the University will be performing a complete background check.

Intellectual property rights will be determined by the separate Intellectual Property Agreement attached hereto as Appendix A and executed by the Visitor and UT.

In addition, the following terms apply:

1. I agree to maintain accurate and complete data notebooks and/or other written documentation appropriate for the purpose of this visit, as determined by the UT Faculty Sponsor. At the close of this Agreement, I shall submit the original

copy of all such documentation including any reports or other outstanding items to the UT 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 understand that I may not take any equipment, materials, and samples without explicit written permission from the University.

2. I agree to keep and maintain in complete confidence and not to use any information that I may observe, hear, learn of, or otherwise be exposed or have access to while at UT that relates to research or programs or other situations that by their nature are considered confidential.

3. I certify that I am qualified to perform the activities that I will undertake at UT.

4. 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 and I agree to assume all such risks.

5. I agree to cooperate fully with the UT Sponsor or designee to obtain any required training, approvals or authorizations for performance of my activities at UT, in accordance with UT policies and procedures and applicable laws, regulations and standards.

6. Publications and presentations of scholarly research related to activities at UT may be permitted after review by the UT Sponsor and any other appropriate UT official. Any proposed publication or presentation related to a funded project may require review by a representative of the funding entity. I understand that publication or presentation may be delayed in some instances in order to permit the funding entity or UT to protect intellectual property resulting from my work at UT.

7. I understand that I am not expected to participate in the conduct of UT research projects that are subject to third-party obligations, including but not limited to contracts and grants funded by the federal government or other sponsors. In the event that I do participate in such UT research projects, as provided herein or otherwise, I acknowledge that I am bound to do all things necessary to enable UT to perform its obligations as UT has agreed to with such third parties. In the event of conflict between the terms of this Agreement and those obligations with third parties, those third party obligations shall take precedence.

8. I agree to comply with export and sanctions regulations of the United States of America. I understand that UT may review all UT 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.

9. 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.

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

VISITOR

Signature

Date

Name (printed or typed): _____

[ADDITIONAL SIGNATURES REQUIRED ON FOLLOWING PAGE]

SPONSOR

Signature

Date

Name (printed or typed): _____

CAMPUS EXPORT CONTROL OFFICER

Signature

Date

Name (printed or typed): _____

CAMPUS IMMIGRATION OFFICE

Signature

Date

Name (printed or typed): _____

BACKGROUND REVIEW

Signature

Date

Name (printed or typed): _____

DEPARTMENT HEAD OR DESIGNEE

Signature

Date

Name (printed or typed): _____

DEAN OR DESIGNEE

Signature

Date

Name (printed or typed): _____

APPENDIX A

**THE UNIVERSITY OF TENNESSEE
INTELLECTUAL PROPERTY AGREEMENT
(For a Visitor Engaged in Research)**

**THE UNIVERSITY OF TENNESSEE
INTELLECTUAL PROPERTY AGREEMENT
(For a Visitor Engaged in Research)**

Name of Visitor Engaged in Research: _____

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

1. I hereby assign and agree to assign to UT or the University of Tennessee Research Foundation (“UTRF”) or other organization designated by UT or UTRF, all right, title, and interest in any invention or creation that I, either solely or jointly with others, make, conceive or reduce to practice during my period as a Visitor at the University of Tennessee, except for inventions and creations specifically exempt from University ownership as described by UT’s Statement of Policy on Patents, Copyrights, and Other Intellectual Property as amended from time to time (“UT’s IP Policy”). This agreement includes all “subject inventions” as defined by the Bayh-Dole Act (35 U.S.C. § 202(e)). UT’s IP Policy is published as UT Board Policy BT0024 at <https://universitytennessee.policytech.com/docview/?docid=405&public=true>
2. I will promptly disclose each invention and creation covered by this Agreement to UT in writing. Each invention disclosure will be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and characteristics of the invention. I will indicate whether I wish to publish or otherwise publicly disclose the invention and if so, the approximate time-frame for such public disclosure. I will provide additional information concerning such invention or creation and/or the circumstances under which it was made as requested by UT or UTRF.
3. At the request of UT or UTRF, I will sign all appropriate documents and otherwise do all things necessary and proper to effectuate the intent of this Agreement, including providing assistance in the filing, prosecution, defense, and enforcement of patent applications and issued patents on inventions covered by this Agreement and in the registration, defense, and enforcement of copyright on creations covered by this Agreement. If UT is unable to secure my signature as necessary to do these things (for example, if I cannot be located), I appoint the University or its assignee as my agent and attorney in fact to sign my name for those purposes.
4. I acknowledge that UT may have entered into agreements with third parties and that those agreements may create obligations with respect to inventions and creations relating to or made during my work at UT. I understand that my ability to publish or present research data may be delayed in some instances in order to permit the funding entity and UT to review the data before it is disclosed to others. I will discuss plans to publish or present data with my UT PI or Faculty Sponsor, and as needed with the Office of Sponsored Programs, in order to determine what reviews are needed prior to publication.
5. I agree to be bound by UT’s IP Policy. I acknowledge that I have received a copy of UT’s IP Policy and have reviewed it (<https://utrf.tennessee.edu/inventor-resources/ut-policies/>).
6. I do not have any consulting or other agreement with any third person or organization that is, or could be reasonably construed to be, in conflict with this Agreement, and I will not enter into any such agreement. In the event that I enter into such an agreement or discover that I have in fact entered into such an agreement in the past, I will promptly notify UT in writing, and upon request I will provide UT with a copy of such agreement.
7. This Agreement shall be effective as of the Beginning Date as defined in the Agreement for Visitors.
8. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and shall not be changed orally.

9. This Agreement is made in the State of Tennessee, USA, and shall be interpreted and construed and any legal relations created hereunder shall be determined in accordance with the laws of the State of Tennessee, without reference to any conflict of laws provisions.

VISITOR

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF TENNESSEE By:

By: _____

Name: _____

Title: UT System Vice President for AARSS

Date: _____