



**FLORIDA STATE UNIVERSITY
UNPAID VISITING SCHOLAR/RESEARCHER AGREEMENT**

This agreement is entered into by _____ ("Unpaid Visiting Scholar/Researcher" or "Visitor") and the Board of Trustees of Florida State University, a public body corporate of the State of Florida, acting for and on behalf of Florida State University ("FSU"), hereinafter jointly referred to as the "Parties" or "Party."

Visitor will participate in research or scholarly activities identified in research proposal or scope of work attached to this agreement.

These activities will be conducted at the _____, located at _____, under the supervision of _____ (FSU Host Faculty Member).

In consideration for participating in the activities at FSU, the parties agree to the following:

ARTICLE 1 - Period of Agreement

Visitor's association with FSU will begin on _____ and conclude on _____, unless sooner terminated in writing by either party or extended by written agreement. FSU's Unpaid Visiting Scholar/Researcher Policy requires the host department to create a specific type of courtesy appointment in FSU's Human Resources (HR) system. If Visitor's HR appointment expires or is terminated, before the planned date of the visit, the Visitor's association with FSU will immediately end unless expressly extended.

ARTICLE 2 - Use of Facilities, Infrastructure and Services

FSU will grant Visitor access to specified facilities, technological infrastructure, and services for the conduct of Activities of mutual interest to the Parties. FSU will have sole and absolute authority to determine the time and manner of all such use. Visitor may be required to pay costs of equipment usage as determined by FSU.

Visitor understands that he/she may be working with or in close proximity to dangerous equipment or materials while conducting his/her Activities. Visitor agrees that he/she will not operate any equipment or handle dangerous or toxic materials without FSU's express permission, supervision, and training.

Visitor will complete any training required for personnel who conduct research at FSU which may include, but not limited, to lab safety, biosafety, animal care and use, human subjects use, HR training, etc. Such training shall be satisfactorily completed prior to Visitor's participation in such research activities. See Exhibit A.

ARTICLE 3 - Financial Support

Visitor is responsible for all costs associated with this visit and Activities which the Visitor orders or incurs, except those specifically authorized by FSU.

ARTICLE 4 - Behavior and Expectations

Visitor agrees to abide by: (a) the laws of the United States, as well as state and local laws; (b) FSU policies and regulations, including those applicable to foreign students and scholars, and maintenance of appropriate visa status as applicable; (c) FSU safety standards, to include laboratory safety standards together with all related training in general and specifically applicable to the Activities; and (d) the same standards of conduct applicable to FSU students and/or employees.

Visitor must be able to communicate effectively with FSU personnel responsible for overseeing these Activities, and be able to safely participate in Activities.

As is also required for all new employees at Florida State University, a criminal background check, if deemed necessary, will be performed on all visiting scholars/researchers at level determined appropriate by HR.

ARTICLE 5 - Confidentiality

Visitor undertakes to preserve the confidentiality of any document, information, knowledge, pre-existing know-how, or other material communicated to them in relation with any Activity conducted in the context of this Agreement. Disclosure of information to third parties shall not be allowed unless explicit prior consent by appropriate FSU Official by is given in writing. The confidentiality obligations of this Agreement shall not apply to information that: (a) is in the public domain at the time of its disclosure; (b) is known to the receiving party prior to the time of disclosure; (c) becomes public information or generally available to the public except by an unauthorized act or omission of the receiving party; (d) is lawfully obtained by the receiving party from a third party having no preexisting relationship, obligation or commitment to the disclosing party and having the legal right to disclose the information; (e) is independently developed by the receiving party without access to information of the disclosing party which is subject to this Agreement; or (f) is required by any federal or state law, regulation or statute and/or court or administrative order to be disclosed.

ARTICLE 6 - Access to Information and Materials

While at FSU, Visitor may have access to digital publications, data, information, software, and the like that have been licensed to FSU. Visitor may use these materials only while at FSU and solely to the extent necessary in connection with Visitor's Activities and association with FSU. Visitor may not retain copies of any such materials after the expiration of Visitor's association.

ARTICLE 7 - Publication

The Visitor acknowledges that the basic objective of research and development activities at FSU is the generation of new knowledge and its expeditious dissemination. FSU and the Visitor agree to use good faith efforts to collaborate on joint publications stemming from the Visitor Activities under this Agreement, however in the event such publication is not forthcoming within a reasonable timeframe after the termination of this Agreement (not to exceed sixty [60] days), either Party retains the right, at its discretion, to demonstrate, publish or publicize the results of research or any Inventions that result from the Visitor Activities under this Agreement provided:

1. the non-publishing Party is provided with copies of any proposed publication or presentation at least forty five (45) days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party; and
2. in accordance with scientific custom, the publishing Party notes the contributions of the non-publishing Party through acknowledgement or co-authorship, as appropriate; and
3. the non-publishing Party has not, within thirty (30) days after receipt of said copies, objected in writing to such proposed presentation publication in accordance with Article 6.2 of this Agreement

FSU shall have the right to object to a proposed publication or presentation on the grounds FSU Confidential Information is contained within said publication or presentation. The Visitor agrees it must remove any FSU Confidential Information prior to proceeding with publication or presentation. Any Party may object to a proposed publication or presentation on the grounds it contains patentable information in which case the publishing Party agrees to delay for an additional thirty (30) days to allow a provisional patent application to be filed; for greater certainty, a provisional patent application shall be considered to be a patent application in the United States of America for the purposes of this Agreement.

ARTICLE 8 - Project Intellectual Property Rights

Visitor understands that FSU is governed in its handling of intellectual property by its official policies, summarized in its Intellectual Property Handbook (<http://www.research.fsu.edu/research-offices/oc/innovators-portal/ip-policies/ip-handbook/>), and agrees to abide by the current terms and conditions of those policies at the time of their visit in the course of their Activities.

Pursuant to these policies and in consideration of Visitor's participation in projects administered by FSU, access to or use of facilities provided by FSU and/or other valuable consideration, Visitor hereby agree as follows:

1. Visitor will disclose to FSU all potentially patentable inventions conceived or first reduced to practice in whole or in part in the course of, and related to, Visitor's FSU responsibilities, Visitor's participation in research, or other projects at FSU with more than casual use of University resources. Visitor further hereby assigns jointly to FSU and Visitor's non-FSU employer all rights, title and interest in such patentable inventions and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Such assignment is not inconsistent with the terms of Visitor's continuing employment outside of FSU or with any other agreement that Visitor has entered into.
2. Visitor will not use any information defined as confidential or proprietary by Visitor's non-FSU employer in the course of Visitor's FSU activities, and Visitor will not do any consulting or any work for Visitor's non-FSU employer while at any facility owned or leased by FSU.
3. Visitor is free to place his or her inventions in the public domain as long as in doing so neither Visitor nor FSU violates the terms of any agreements that governed the work done, or agreements with Visitor's non-FSU employer.
4. Visitor recognizes FSU's policy that all rights in copyright shall remain with the creator unless the work:
 - a. Is an FSU work-for-hire,
 - b. Is supported by a direct allocation of funds through FSU for the pursuit of a specific project,
 - c. Is commissioned by FSU,
 - d. Makes significant use of University resources or personnel, or
 - e. Is otherwise subject to FSU-related contractual obligations.
5. Visitor will assign and confirm in writing to FSU all rights, title and interest, including associated copyright, in and to copyrighted materials falling under a) through e) above.
6. Visitor will not enter into any agreement creating copyright or patent obligations in conflict with this agreement.

ARTICLE 9 – Insurance

Visitor understands and agrees to show, upon request, proof of health insurance and, if applicable, professional liability insurance in amounts satisfactory to FSU and covering Activities at FSU. FSU's Workers Compensation does not apply to the Visitor. U.S. citizens and permanent residents who have Affordable Care Act compliant insurance may present proof of ACA insurance. International visitors coming on the J-1 visa must comply with the U.S. State Department requirements for that visa status.

ARTICLE 10 - Use of Courtesy Title

Visitor’s title during the period of this agreement will be:

This title is a courtesy designation that does not signify a formal association with or employment by FSU. Visitor may not claim an FSU affiliation for the purpose of applying for grants and contracts. Visitor’s title does not confer upon Visitor status as an employee of FSU or any benefits other than those set forth in this agreement.

ARTICLE 11 - Non-Use of Names

Each Party agrees that it will not use the name, trademark, or other identifier of the other Party for any advertising, promotion, or other purpose without the express prior written consent of the other Party.

ARTICLE 12 - Public Records

Visitor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Visitor in conjunction with this Agreement. Provided, however, that such public access shall not apply to materials that relate to methods of manufacture or production, potential or actual trade secrets, patentable or potentially patentable material, business transactions, or proprietary information received, generated, ascertained, or discovered in conjunction with this Agreement, which materials shall be treated in accordance with the legal rights of those persons or entities having the proprietary or other legal interest therein. Visitor’s refusal to permit public access pursuant hereto shall be grounds for the University to unilaterally terminate this agreement immediately.

ARTICLE 13 - Assumption of Risk and Waiver of Liability

Visitor hereby ASSUMES ALL THE RISK of participating in the activities described herein and RELEASES FROM LIABILITY, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Florida State University, the FSU Board of Trustees, the Florida Board of Governors and the State of Florida; and their officers, servants, agents, or employees, including students participating in the Activities, for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, involving Visitor or Visitor’s property. Visitor further agrees that this agreement shall bind the members of Visitor’s family and spouse, heirs, assigns and personal representatives.

ARTICLE 14 - Governing Law

This agreement shall be construed in accordance with the laws of the State of Florida.

ARTICLE 15 - Notices

Notices under this Agreement shall be in writing and sent by public courier or electronically and addressed as follows:

If to FSU to:

Name: Janet Kistner,
Vice President for Faculty
Development and Enhancement
Address: Florida State University
211 Westcott Building
Tallahassee, FL 32306-1480
USA
Telephone: 850-644-6876
Email: jkistner@admin.fsu.edu
Fax: 850-644-3375

If to Visitor to:

Name:
Address:
Telephone:
Email:
Fax (if applicable):

ARTICLE 15 – This Agreement (and its appendices, if any) constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by Visitor and an authorized representative of FSU.

APPROVAL SIGNATURES

Unpaid Visiting Scholar/Researcher:

Signature _____ Date _____
Printed Name: _____

FSU Host Faculty Member

Signature _____ Date _____
Printed Name: _____

FSU Host Department Chair/Director

Signature _____ Date _____
Printed Name: _____

FSU Host College Dean

Signature _____ Date _____
Printed Name: _____

**FLORIDA STATE UNIVERSITY AUTHORIZED OFFICIAL
Dr. Janet Kistner, Vice President for
Faculty Development and Enhancement**

Signature _____ Date _____

Copies of this Agreement should be maintained by all signatories for a period of five (5) years from the expiration date of this Agreement. A copy of this fully-executed Agreement must be sent to the Office of Research Compliance Programs.

Training Requirements

The FSU Host Faculty Member is responsible for (1) checking all applicable training requirements below, (2) adding any that are not already identified, and (3) ensuring that appropriate training has been completed prior to Visitor's engaging in the Activities.

Training	Has Been Completed	Date of Training (dd-mm-yy)	Will be Completed
Fire Safety			
Biosafety			
Chemical Safety			
Cytotoxics Safety			
Radiation Safety			
Responsible Conduct of Research			
Human Subjects			
Animal Subjects			
Good Laboratory Practice			
Research Misconduct			

Potential hazards that may be encountered in FSU laboratories:

Chemicals	Flammable and combustible materials- fire and explosion Reactive materials – violent and dangerous chemical reactions that may lead to fire and explosion Corrosive materials – severe burns, scarring and permanent tissue damage Toxins – illness or death Teratogen – effect on reproductive system, possible birth defects Carcinogen - cancer causing effects
Compressed gases	Physical hazard in the event of an explosion Asphyxiation upon release due to oxygen displacement Health hazards – dependent on type of gas
Radiation sources and Radioactive materials	Tissue damage, cancer if high exposure
Biological Agents/ Biohazardous Agents and Toxins	Human specimens and blood, animal tissues and blood, viruses, bacteria, yeast, mold, parasites, prions CL1, CL2 , Enhanced CL2 and CL3 BBF exposure, infectious diseases (hepatitis B, HIV, TB, etc.)
Recombinant DNA	Genetically modified organisms – unknown effects and highly dependent on vectors used and nature of the transfected gene
Physical Hazards	Cryogenic liquids, ultralow freezers, ovens, hotplates, sonicators, cryostats, scalpels, needles
Animals	Zoonotic diseases, allergies, animal bites