

INTELLECTUAL PROPERTY RIGHTS AGREEMENT

for visiting scientists

In consideration of my appointment as a Visiting Scientist at the University of Rochester ("ROCHESTER") for the purpose of participating in graduate student education, oversight and research ("Professional Services") conducted at Rochester facilities during the period from _____ to _____, I agree that I will:

(i) promptly disclose and hereby assigns to ROCHESTER all rights which I have as inventor or author in all inventions, copyrightable works (including computer software) and research data ("Research Work Product") conceived or first actually reduced to practice or authored or developed by me, either solely or jointly with others, in the conduct of the Professional Services at ROCHESTER:

(ii) execute all necessary papers and otherwise provide proper assistance, at ROCHESTER's expense, during and subsequent to my participation under my Professional Services, to enable ROCHESTER to obtain, maintain or enforce for itself or its nominees, patents, copyrights or other legal protection in the Research Work Product which I develop at ROCHESTER;

(iii) make and maintain for ROCHESTER adequate and current written and electronic records of all Research Work Product which I shall deliver to ROCHESTER at the termination of my participation in any Professional Services and which will become the property of ROCHESTER. I understand that I will have a right to copy all written and electronic records for my research and personal purposes; and

(iv) keep confidential all information related to intellectual property of ROCHESTER, including unpublished results, records of work, know-how and non-patentable information. No information acquired by me during my work at ROCHESTER will be transmitted by me in any form either to the INSTITUTION or to any third party.

I understand that as partial consideration for this agreement, I will be entitled to share in royalties and other inventor/author rights as outlined in ROCHESTER's ["Policy on Intellectual Property and Technology Transfer"](#) dated February 1, 1997, or revised versions of this policy in effect at the time of my disclosure.

I have made known to ROCHESTER that I am or will become a full-time employee of _____ ("INSTITUTION"), and as such have signed an employment agreement with INSTITUTION.

Nothing in my employment agreement with the Institution, however, would conflict with the terms of this Agreement or otherwise prohibit me from complying with the terms of this Agreement. In addition, the Professional Services rendered to ROCHESTER would not conflict with my employment obligations to INSTITUTION. If my obligations to either INSTITUTION or ROCHESTER evolve in such a manner that a conflict arises, I will inform both INSTITUTION and ROCHESTER and this Agreement may be terminated immediately, or modified, by either Party.

Visiting Scientist shall own all data generated by Visiting Scientist while on ROCHESTER premises or while using ROCHESTER facilities; provided, however that ROCHESTER shall have the right to use and disclose all such data for any purpose.

If I am working on ROCHESTER's facilities, I acknowledge that I will be subject to and required to observe all rules, regulations and requirements of ROCHESTER, including but not limited to safety, health, hours of work and

conduct. This might include specific training related to the responsible conduct of research, handling of research data, safety and other issues that may apply depending on the nature of my activities while visiting the University. I understand I am legally responsible to ROCHESTER for all of my acts or omissions with on ROCHESTER's premises. I will comply with all laws, rules and regulations when present on ROCHESTER's premises or using ROCHESTER's facilities.

I understand that, although I will continue to be an employee of INSTITUTION, ROCHESTER will exercise administrative control and technical supervision over my work activities at ROCHESTER during the term of this Agreement.

ROCHESTER makes no representation or warranty regarding its premises, facilities or equipment. Neither ROCHESTER nor any person acting on its behalf will be responsible for any injury resulting to Visiting Scientist's use of ROCHESTER's facilities or presence on ROCHESTER's premises.

By: _____

Name: _____

Date: _____

Acknowledged and Approved:

University of Rochester

[Visitor's Employer]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please return form to ORPA, Box 270140 for this approval

University of Rochester Host Department