UNT VISITING SCHOLAR AGREEMENT

VISITING SCHOLAR, located at Address ("**VISITING SCHOLAR**"), ("**VISITING SCHOLAR**"), and the University of North Texas, located at 1155 Union Circle #311334, Denton, Texas 76203-5017 ("**UNT**") enter into this Visiting Scholar Agreement ("**Agreement**") as of Effective Date.

- 1. UNT shall appoint VISITING SCHOLAR as a visiting scholar, in the Department of under the direction of Supervising PI ("**Principal Investigator**") for the purpose of collaborative research. The appointment shall commence on Start Date, and will last through End Date ("**TERM**"), provided VISITING SCHOLAR's performance meets the expectations of and standards set by Principal Investigator and that VISITING SCHOLAR complies with UNT policies and procedures.
- 2. VISITING SCHOLAR shall be responsible for all costs and expenses incurred by VISITING SCHOLAR under this Agreement, including, but not limited to, wages, fringe benefits, medical expenses, travel and living expenses. Any taxes on VISITING SCHOLAR's stipend or VISITING SCHOLAR benefits due the State of Texas or the Government of the United States shall be the direct responsibility of VISITING SCHOLAR. VISITING SCHOLAR will arrange and obtain the necessary US visa to work in the United States. UNT will reasonably assist as called upon in this regard.
- 3. VISITING SCHOLAR will be subject to and required to observe all rules, regulations, and requirements of UNT, including but not limited to safety, health, hours of work, and conduct. Leave, time off, and vacations of VISITING SCHOLAR shall be taken in accordance with the policy of VISITING SCHOLAR; however, it is expected that such leave, etc. will be integrated with the requirements of UNT.
- 4. VISITING SCHOLAR will continue to be an independent contractor at all times. UNT will exercise administrative control and technical supervision over VISITING SCHOLAR's occupational activities during the TERM.
- 5. In the course of working with Principal Investigator, VISITING SCHOLAR and Principal Investigator may acquire information that is the intellectual property of the other ("**Information**"). Information may consist of unpublished results, know-how, non-patentable information, patentable or other written or orally transmitted information. Ownership of Information shall reside with the party that created such Information.
- 6. VISITING SCHOLAR agrees that the name of UNT, their Regents, officers, agents and employees will not be used in any VISITING SCHOLAR literature or for purposes of advertising or endorsing any VISITING SCHOLAR products or services.
- 7. VISITING SCHOLAR agree to hold UNT, their Regents, officers, agents and employees, harmless from any loss, claim, damage, or liability of any kind involving VISITING SCHOLAR, VISITING SCHOLAR arising out of or in connection with this Agreement, except to the extent that it is directly due to the negligent acts or omissions of any of the Regents, officers, employees or agents of UNT.
- 8. VISITING SCHOLAR shall comply with United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and all other export-controlled commodities. VISITING SCHOLAR shall not, directly or indirectly, re-export any controlled commodities, which are subject to this Agreement, unless the required authorization and/or license is obtained from the proper government agency(ies) prior to export.

9. This Agreement may be executed in counterparts, each of which shall be deemed original, and in aggregate shall constitute one and the same instrument. Transmission by email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

UNT

VISITING SCHOLAR

Michael Rondelli Associate Vice President, Research Commercial Agreements Name: Title:

Date_____

Date_____