

VISITING SCHOLAR AGREEMENT

THIS VISITING SCHOLAR AGREEMENT (this “Agreement”), effective as of _____, 20____ is by and between The Pennsylvania State University, on behalf of its Office of the Executive Vice President and Provost and having an address of 201 Old Main, University Park, PA 16802 (hereinafter referred to as the “University”) and _____, having an address of _____ (hereinafter referred to as “Visiting Scholar”). The University and Visiting Scholar may be each referred to herein solely as a “Party” or jointly as the “Parties” as the case may be.

WHEREAS Visiting Scholar has a desire to participate in research and/or education in fields having an impact relevant to Visiting Scholar’s interests, and whereas the University has an ongoing program in those fields at the _____ (hereinafter referred to as “Unit”);and

WHEREAS Visiting Scholar desires to visit the University, and to the extent applicable, the Visiting Scholar’s employer or academic institution in which Visiting Scholar is currently employed (hereinafter referred to as the “Home Institution”) has a desire to allow Visiting Scholar’s participation in research and education in fields at the Unit and having an impact relevant to Home Institution’s interest; and

WHEREAS the University is willing to permit the Visiting Scholar to perform the Objective (as defined below) at the University during the Term (as defined below) (hereinafter referred to as the “Visit”), and the Visiting Scholar must sign and return this Agreement where indicated below to confirm and memorialize the Visiting Scholar’s agreement, understanding and assent to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the other promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

Article 1 - The Visit

The objectives of the visit are (feel free to attach additional page as necessary):

_____ (the “Objective”). The visit shall commence upon _____, 20____ and terminate on _____, 20____ (the “Initial Term”). This Agreement may be renewed for an additional period up to one year upon the mutual written consent of the Parties, unless a longer extension is approved by the University and is permitted by applicable law (each such renewal, a “Renewal Term” and together with the Initial Term, the “Term”).

Article 2 - Visit Administration

This Visit shall be administered by University employee _____ (the “Individual Host”) and by University employee _____ (the “Administrative Host”) in the University’s _____ (the specific “Unit”) in accordance with the policies and procedures of the Unit and the University.

Article 3 – Status of Visiting Scholar

- (a) Nothing contained in this Agreement, including without limitation any actions, permissions, or obligations set forth herein is intended to, nor shall it be construed to, create an employer/employee or agency relationship between Visiting Scholar and the University. Visiting Scholar is not entitled to financial support or other benefits (including, without limitation, health insurance, workers compensation coverage, or other benefits) available to University employees, although healthcare insurance is a permitted University reimbursement for international Visiting Scholars only, as required by law. Visiting Scholar shall not have the authority to enter into or bind the University to any agreement and shall not represent to anyone that Visiting Scholar has such authority.
- (b) Visiting Scholar shall be solely responsible for determining all tax liability and for reporting and remitting any taxes or payments due or owed by Visiting Scholar, including any foreign tax liability, in connection with the Visit or any activities carried out pursuant to this Agreement.

Article 4 - Visiting Scholar Obligations

Arrangements for the Visiting Scholar's arrival at the University shall be coordinated among the Visiting Scholar, the Individual Host, and the Administrative Host. Visiting Scholar agrees to comply with all University's policies and procedures and all local, state, and federal laws applicable to the Objective and/or the Visiting Scholar, including, but not limited to, the following:

- (a) Visiting Scholar agrees to comply with all applicable export control regulations of the United States of America. Visiting Scholar shall be responsible for obtaining all information regarding such regulations that is necessary for Visiting Scholar to comply with such regulations;
- (b) Visiting Scholar agrees to comply with all University policies regarding the use of University resources;
- (c) Visiting Scholar agrees to comply with University Policy AD72 and the applicable reporting provisions which require anyone who has a reasonable suspicion of child abuse, as defined by Pennsylvania law, to make a report as outlined in that policy;
- (d) Visiting Scholar agrees to comply with University Policy AD39 in the event the Visiting Scholar is involved in a University-sponsored program held at the University and/or housed in University Facilities involving minors during the Visit;
- (e) Visiting Scholar agrees to self-report any felony or misdemeanor arrests or convictions to the Individual Host and Administrative Host that may occur during the term of the Visit;
- (f) Visiting Scholar agrees to submit to a Background Check as defined in University Policy HR99. Visiting Scholar understands that he or she may not begin his or her Visit to the University until a Background Check has been successfully completed; and,
- (g) To the extent the Visiting Scholar will be responsible for University research during the Visit, the Visiting Scholar agrees to complete and submit the Significant Financial Interest Disclosure & Training form to the Administrative Host (or their designee) for review by the University's Conflict of Interest Program in the Office for Research Protections.

Article 5 – Confidentiality

Visiting Scholar agrees to hold in confidence all information, data, or materials provided by the University to Visiting Scholar, or accessed or observed by Visiting Scholar in the course of the Visit that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential or proprietary in nature ("Confidential Information"). Visiting Scholar agrees to not disclose, transfer, release, or otherwise provide access to Confidential Information to any third party (including Home Institution), and to use reasonable measures to protect Confidential Information against unauthorized disclosure. Visiting Scholar agrees to use Confidential Information only for the purpose of the Visit. Confidential Information shall not include any information that Visiting Scholar can demonstrate (i) was known to Visiting Scholar prior to receiving, observing, or accessing from the University; (ii) is or becomes publicly available, through no fault of Visiting Scholar; (iii) was received by Visiting Scholar from a third party without obligations of confidentiality thereto, or; (iv) Visiting Scholar received written consent from Administrative Host to disclose. If Visiting Scholar is required to disclose Confidential Information by order of a court, governmental body, or by subpoena or other legal process, Visiting Scholar will provide the University with prompt written notice of such required disclosure so that the University may seek a protective order or take other appropriate action, and thereafter only disclose such Confidential Information that is minimally required to comply with such required disclosure. Upon termination of this Agreement, Visiting Scholar will promptly return or destroy, at the University's preference, all copies of Confidential Information in Visiting Scholar's possession.

Article 6 - Publications

The University retains all right, title, and interest in, including the exclusive right to publish, the results of any work performed at the University during the Visit. As appropriate, the Visiting Scholar's contributions will be acknowledged in any publication resulting from the Visit.

Article 7 – Intellectual Property

- (a) Consistent with University policies and in consideration of the Visit, participation in projects administered by the University, and access to or use of facilities or resources provided by the University, Visiting Scholar hereby assigns to the University all right, title, and interest that Visiting Scholar has or may acquire in any invention, discovery, software, courseware, University-directed work, patent right, copyright, trademark and associated goodwill, and any other intellectual property right arising under any law that were created in connection with the Visit (collectively, "University IP").
- (b) Visiting Scholar understands, and the University acknowledges, that Visiting Scholar retains ownership of his/her Scholarly Intellectual Property and certain Instructional Intellectual Property, as defined in the University's policies. Consistent with University policies, Visiting Scholar hereby grants to the University a perpetual, irrevocable, and royalty-free non-exclusive license to reproduce, use, display, and distribute the Visiting Scholar's Scholarly Intellectual Property and Instructional Intellectual Property for its research and educational purposes
- (c) Visiting Scholar agrees to promptly disclose to the University any intellectual property created, conceived, or reduced to practice, in whole or in part, in connection with the Visit. Visiting Scholar will, upon the request of the University and at the expense of the University, execute any document and assist in the procurement and protection of University IP.
- (d) Visiting Scholar further agrees that Visiting Scholar will comply with the applicable provisions of any agreement between the University and its research sponsors, collaborators, and partners (collectively, "Partners") to assure that a Partner's intellectual property rights are protected, including any of the Partner's confidential information.

Article 8 - Publicity

Visiting Scholar shall not use the names, trademarks, service marks, logos, or images (including any adaptation of the foregoing) of the University, or any of its employees, in any advertising, promotion, or publicity, without prior written consent obtained from the University, in each case.

Article 9 – Insurance

University is not obligated to provide, and shall not provide, worker's compensation or other insurance coverage for bodily injury, death, or damage to property involving the Visiting Scholar. Healthcare insurance for international Visiting Scholars only, as required by law, is, however, a permitted University reimbursable expense.

Article 10 - Indemnity

Visiting Scholar agrees to indemnify and hold the University, its trustees, officers, faculty, employees, and agents harmless from and against any demand, claim, proceeding, loss, cost, expense, damage, or liability of any kind ("Claims") resulting from the actions, errors, omissions or negligence of the Visiting Scholar arising from or related to the Visit, except and solely to the extent that such Claims are the result of the willful misconduct or gross negligence of the University.

Article 11 – Compliance with Home Institution Requirements

- (a) Visiting Scholar is responsible for ensuring, and represents and warrants, that the obligations of Visiting Scholar under this Agreement do not conflict with Visiting Scholar's obligations to Home Institution. If Visiting Scholar believes that a conflict may exist, prior to signing this Agreement, Visiting Scholar shall notify both the University

and Home Institution of the potential conflict so that the University and Home Institution may attempt to resolve the matter. If at any time during the Visit the Visiting Scholar believes that such a conflict has arisen or may arise, Visiting Scholar shall immediately notify the University, so that the University may decide how to proceed.

- (b) If the Visiting Scholar's Visit is also governed by an agreement between the University and Home Institution, then to the extent that any terms and conditions herein conflict with the terms and conditions of such agreement, the terms and conditions of the agreement between the University and Home Institution shall prevail.

Article 12 – Termination

Visiting Scholar's status as a Visiting Scholar of University is a privilege granted solely at the discretion of the University, and may be revoked by the University at any time, for any reason or no reason, by providing the Visiting Scholar with written notice of revocation and, if revocation is not immediate, specifying the effective date of such revocation. If the University revokes the Visiting Scholar's status, then this Agreement shall terminate effective on the date on which the Visiting Scholar's status terminates. In addition to the University's right to revoke the Visiting Scholar's status, either Party may terminate this Agreement at any time by providing prior written notice to the other Party. Upon termination or expiration of this Agreement, Visiting Scholar agrees to return all University property, including, but not limited to, any identification cards, access cards, or keys assigned to Visiting Scholar during the Visit. Notwithstanding expiration or termination of this Agreement, Articles 5, 6, 7, 8, and 10 shall survive.

Article 13 – Notices

The following contacts are to be used for any notices related to this Agreement:

To The Pennsylvania State University: _____ [Name]
_____ [Address]
_____ [Phone]
_____ [Email]

To Visiting Scholar: _____ [Name]
_____ [Address]
_____ [Phone]
_____ [Email]

Article 14 – No Assignment

This Agreement shall not be assigned by Visiting Scholar, and any such attempted assignment shall be void and have no effect.

Article 15 – Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania. Controversies or claims between the Parties arising under or relating to this Agreement shall be heard in either the Centre County (Pennsylvania) Court of Common Pleas or in the United States District Court for the Middle District of Pennsylvania, to whose jurisdiction for such purposes the Parties each hereby irrevocably consent and submit.

Article 16 – Entire Agreement

This Agreement embodies the entire understanding of the Parties and supersedes all previous and contemporaneous communications, representations, or understandings, either oral or written, between the Parties related to the subject matter hereof.

Article 17 –Waiver

No provision of this Agreement may be waived except by an agreement in writing signed by the Parties. A waiver of any item or provision shall not be construed as a waiver of any other term or provision.



Article 18 – Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

Article 19 – Amendment

Any amendment to this Agreement must be in writing and signed by both Parties.

Article 20 – Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereby execute the Agreement.

By: The Pennsylvania State University

By: Visiting Scholar

Name: Kathleen Bieschke

Name: _____

Title: Senior Vice Provost

Title: Visiting Scholar

Date: _____

Date: _____

PSU User ID: _____
(obtained upon registration at <https://accounts.psu.edu>)

By: College/Campus Approval

Name: _____

Title: _____
(Dean, Associate Dean, Research Dean, Chancellor,
Institute Director, Dept Head, or Designee)

Date: _____