## Visitor Participation Agreement for Academic Visitors<sup>1</sup>

I have been invited by the University of Pittsburgh ("Pitt" or the "University") to conduct research or engage in other projects as an Academic Visitor as outlined in my Invitation Letter (the "Pitt Activities"). In consideration of my participation as an Academic Visitor at Pitt and my access or use of Pitt facilities or resources to engage in Pitt Activities, I agree as follows:

- 1. I acknowledge that my participation in Pitt Activities is a privilege for my benefit, granted to me at the University's discretion, and does not create an employment relationship between me and the University. I understand that I am not entitled to any wages or benefits available to employees of the University.
- 2. I am responsible for all travel, lodging and living costs, except those that may have been authorized by the University in my invitation letter.
- 3. I agree to abide by all applicable University policies. Links to most University policies are available at <u>Pitt Policies</u>. The University's intellectual property and technology transfer related policies (the "IP Policies") can be found at <u>IP Policies</u>.
- 4. I will report promptly to Pitt's Innovation Institute any invention, work product or other intellectual property created by me as part of my Pitt Activities including patent rights, copyrights and know-how made pursuant to any Pitt contract or agreement, or through substantial use of University Resources (collectively, "Developments"). I understand that I may be required to assign to Pitt all my right, title and interest in such Developments, consistent with the IP Policies.
- 5. For the avoidance of doubt and consistent with Pitt's IP Policies, I will maintain ownership of Scholarly Work<sup>2</sup> and other copyrightable works created by me at Pitt while conducting Pitt Activities or created by me prior to or outside of my participation as an Academic Visitor except for those copyrightable works that can be defined as Developments under paragraph 4.
- 6. I agree not to disclose or to use, directly or indirectly, any proprietary or confidential research, data, trade secrets, personal data, or other similar information of which I may become aware as a result of my Pitt Activities, excluding such information that has already been published, already known by me prior to my Pitt Activities or received by me through a source not subject to confidentiality obligations.

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February 2018

<sup>&</sup>lt;sup>1</sup>An Academic Visitor is an individual who receives an official invitation from a University of Pittsburgh host school or department that will allow them to be a guest on-campus for a specified amount of time and for a specific academic or research purpose. See: <a href="http://visitor.pitt.edu/for-visitors/overview/">http://visitor.pitt.edu/for-visitors/overview/</a>.

<sup>&</sup>lt;sup>2</sup> Copyright Policy 11-02-02 defines a Scholarly Work as a copyrighted work, including scholarly, creative, musical, literary or architectural work, in the author's field of expertise.

- 7. In the course of my Pitt Activities, I will not use any information defined as confidential or proprietary by the entity or institution by which I am primarily employed or affiliated (my "Home Institution"). I will not conduct any for-profit consulting or work for my Home Institution while using resources at any facility owned or leased by the University.
- 8. I agree to maintain qualifying health insurance coverage for the duration of my Pitt Activities.
- 9. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its choice of law provisions. The forum for any lawsuits filed under or incident to this agreement shall be the state or federal courts located in Allegheny County, Pennsylvania.
- 10. The obligations of this agreement relating to my Pitt Activities will continue after the end of those activities. This agreement is binding on me, my estate, heirs and assigns.
- 11. I understand that if I will be conducting any laboratory research at Pitt, I must also sign the Laboratory Use Addendum attached to this Visitor Participation Agreement before engaging in such research.

[Signature Page to Follow]

By signing in the space provided below, I hereby accept and agree to the terms and conditions of this Visitor Participation Agreement and Laboratory Use Addendum (if required).

Academic Visitor Sign	<u>nature:</u>	
Signature:		_
Name:		_
Title:		_
Date:		_
Initial one:		
• • • • • • • • • • • • • • • • • • • •	oy or affiliated with a Home Home Institution countersi	nstitution and agree to have an authorized gn below.
• • • • • • • • • • • • • • • • • • • •	e authority to agree to all te	ome Institution. I understand that my signature above rms of this Agreement and the Laboratory Use
Home Institution Cou	unter Signature:	
	m the activities set forth in t	lges and agrees that the individual named above is his Visitor Participation Agreement and Laboratory Use
By signing below, I re such Home Institutio		m duly authorized to sign this Agreement on behalf of
Home Institution:		_
Signature:		_
Name:		_
Title:		_
Date:		_

Signature:	 
Name:	 
Title:	 
Date:	

**University of Pittsburgh Approval:**