

OLD DOMINION UNIVERSITY
VOLUNTEER OR VISITING SCHOLAR AGREEMENT *rev 8*

This Agreement is made effective as of _____ 20-- (the "Effective Date") by and between Old Dominion University (hereinafter "ODU"), an agency of the Commonwealth of Virginia in Norfolk, Virginia and _____ (hereinafter referred to as "V /VS").

WHEREAS, the _____ research program and/or visit contemplated by this agreement is of mutual interest and benefit to the parties, and will further the knowledge, experience and skills of the Volunteer or Visiting Scholar (V/VS) and the instructional and research objectives of ODU in a manner consistent with its status as an institute of higher education;

NOW, THEREFORE, the parties hereto agree to the following terms, as a condition of V/VS's visit or participation in the research project:

1. **PURPOSE.** The V/VS understands that ODU's primary mission is education and advancement of knowledge and the research will be designed to carry out that mission.
2. **CONSIDERATION TO V/VS.** ODU shall at its sole discretion, provide the V/VS with access to research projects of interest to V/VS. V/VS agrees that there is to be no monetary compensation, other than reimbursement of expenses at ODU's discretion and that which may be available under clause 7c herein, if V/VS is deemed to be an inventor on patentable technology resulting from the research project.
3. **TERM.** The term of this agreement is for _____ (____) months/year. If neither party terminates the agreement in the initial or subsequent term, the agreement shall be renewed automatically on an annual basis until terminated by either party. Either party may terminate future performance of the agreement at will upon written notice to the other party. Obligations of clause 5, will survive any termination of this agreement.
4. **OTHER RESEARCH.** The V/VS understands that ODU may be involved in similar research through other researchers on behalf of itself and others. ODU shall be free to continue such research. The V/VS shall not gain any rights via this agreement to other research.
5. **PROPRIETARY AND CONFIDENTIAL MATERIAL.** "Proprietary and confidential material," for the purposes of this agreement, shall mean certain proprietary and confidential material and information that the V/VS is provided, during the term of this agreement, by ODU, its affiliates, employees, agents, faculty, students or by others in connection to research being performed at the University or by its affiliates.
 - a. V/VS agrees to use all reasonable diligence to prevent disclosure of such proprietary and confidential material to any third party, unless so authorized in writing by ODU. V/VS shall not, directly or through others, allow such proprietary and confidential material to be disclosed, copyrighted, published, incorporated into any patent application or used for any purpose other than that explicitly allowed in writing by ODU.
 - b. V/VS's confidentiality obligations under this agreement shall be limited to a period of Five (5) years from the date of receipt of the proprietary and confidential material. V/VS shall not have any obligation of confidentiality with respect to any proprietary and confidential material that:
 - i. Was already in V/VS 's possession on a non-confidential basis prior to receipt from ODU and can be so documented; or
 - ii. Is in the public domain, by public use, general knowledge or the like, or after disclosure hereunder, becomes general or public knowledge through no fault of V/VS ; or
 - iii. Is properly obtained by V/VS from a third party not under a confidentiality obligation to ODU;
 - iv. Is explicitly approved for release by written authorization of ODU; or
 - v. Is independently developed or discovered, without any use of ODU's proprietary and confidential material; or
 - vi. Is required by law or court order to be disclosed.

6. **PUBLICATIONS.** ODU shall be free to publish the results of the Research. Any publications shall give appropriate recognition to the contributions made by the V/VS. V/VS agrees not to publish any portion of the Research without the express written permission of the Vice President of Research of ODU
7. **PATENTS AND INVENTIONS.** The basic policy of ODU, and one of the purposes of this Agreement, is to ensure that the results of Research are applied in a manner which best serves the interests of ODU and the public, while also protecting the interests of the V/VS and ODU.
The V/VS shall have access to data, information, and inventions created during his/her participation of this research project within the context of this agreement and may use the same freely for his/her own personal and/or non-commercial research purposes, unless prohibited by law or prior agreement. In furtherance of this purpose and policy, the following provisions are mutually agreed to:
- a. V/VS agrees to be bound by the Policy 1424 of the Board Of Visitors as an individual who is utilizing the facilities owned by the University and agrees to treatment thereunder. V/VS agrees that he/she has read the above Policy. Under this Policy, title and ownership of any intellectual properties created (conceived and/or reduced to practice) as a result of V/VS's efforts while at ODU, whether or not copyrighted, patented or patentable, or otherwise, created solely by V/VS or jointly with ODU researchers shall remain with ODU; unless otherwise specified by this Policy.
 - b. V/VS agrees to promptly disclose in writing to ODU any intellectual property created (conceived and/or reduced to practice) as a result of his/her work at ODU. V/VS also agrees not to file for any Patent(s) related to his/her work at ODU or related to any proprietary and confidential material provided by ODU, without the written permission of ODU.
 - c. The V/VS agrees to execute and deliver to ODU or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce any application, invention and/or Letters Patent and equivalents thereof which may be necessary or desirable to protect, maintain or enforce the ownership of the intellectual property.
 - d. I hereby assign to ODU all right, title and interest in and to such intellectual property and agree that I will thereafter execute and deliver any transfers, assignments, documents or other instruments necessary or appropriate to vest title and ownership of such intellectual property in ODU including documents that may be necessary for securing intellectual property protection to such intellectual property. Each party shall retain for itself all right title and interest in any pre-existing background intellectual property owned by that party.
8. **ASSUMPTION OF THE RISK.** The V/VS understands that he/she may be working with or in close proximity to very dangerous equipment or materials while conducting his/her experiments. The V/VS agrees that he/she will not operate the equipment or handle dangerous/toxic materials without the permission of ODU management and without ODU supervision. The V/VS understands that considerable risks exist in the handling of items such as but not limited to high voltage electrical equipment, electrical plasma, toxic chemicals and/or biological materials. Exposure to such equipment or materials can cause severe physical injury or death or the deterioration of bodily functions and organs, and other fatal injuries. Other risks specific to the project include but are not limited to the following _____
_____. The V/VS agrees to assume the risk and agrees to hold ODU, its employees, and others using the research facilities harmless.
9. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. It is understood that the Old Dominion University Research Foundation (ODURF) is affiliated with Old Dominion University and rights under this agreement shall inure to the protection of ODURF and this agreement may be assigned without prior approval of the V/VS. Neither this Agreement nor any right, remedy, obligation, or liability arising hereunder shall be assignable by either party, other than the aforementioned assignment to ODURF, without the prior written consent of the other party; any attempted assignment is void.
10. **GOVERNING LAW.** The validity and interpretation of this Agreement and the legal relationship of the parties to it shall be governed by the laws of the Commonwealth of Virginia and the applicable U.S. Federal law.

- 11. EXPORT CONTROL** The parties hereby acknowledge receipt of notice that some or all of the information, data or other material provided or exchanged pursuant to this Agreement may be technical data within the meaning of the International Traffic in Arms (ITAR) regulations, 22 CFR section 120-130 or the Export Administration Regulations (EAR), 15 CFR sections 768 - 819. Accordingly, the Parties shall not disclose, provide or export such information to any foreign person or entity, whether within the US or abroad, without obtaining appropriate export authorization in advance. The Parties acknowledge their awareness that intentional violation of such export requirements may constitute a crime.
- 12. FORCE MAJEURE.** Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any other conditions of whatsoever nature or description beyond their reasonable control.
- 13. SEVERABILITY.** All provisions of this Agreement shall apply only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of other provisions of this Agreement shall not be affected thereby.
- 14. RIGHTS AND OBLIGATIONS.** The rights and obligations of this shall survive and continue after any expiration or termination of this Agreement and shall bind the parties and their legal representative, successors, heirs, and assignees. The V/VS agrees to comply, and to do all things necessary for ODU to comply, with all applicable Federal, State and local laws, regulations and ordinances, insofar as they relate to the Research.
- 15. WAIVER OF RIGHTS.** No waiver of any right or remedy hereunder by either of the parties shall be deemed to be a waiver of any subsequent right or remedy. Nothing herein shall be deemed a waiver of ODU's sovereign immunity.
- 16. ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between ODU and V/VS for the Research, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, scheduled dates for reports or deliverables, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.
- 17. AGREEMENT OF EMPLOYER OF VS/V.** The employer of the V/VS joins in this agreement if no current Memorandum of Understanding exists between the employer and ODU has been executed.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OLD DOMINION UNIVERSITY

VOLUNTEER OR VISITING SCHOLAR (V/VS)

Signature _____

Signature _____

Print name: _____

Print name: _____

Title: _____ Date _____

Date: _____

Office of Research, Old Dominion University,
4111 Monarch Way, Suite 203
Norfolk VA 23529 USA

Citizen of _____

Permanent Address

Print name of Department hosting V/VS

Signature of Dean Date

City _____ State _____

Signature of Chair of Dept. Date

Postal Code _____ Country _____

Print name of Professor hosting V/VS

Telephone: _____

Email _____

Employer of V/V S

Print name of University/Institute/Company

By: _____

Name: _____

Title: _____

Date: _____