**UNIVERSITY OF CHICAGO AGREEMENT FOR GUEST SCIENTIST**

The University of Chicago (the “University”) agrees with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Employer”) that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Guest Scientist”), an employee of the Employer, may visit the University to engage in research activities in the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ laboratories under the direction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Host”). It is the belief of the University and the Employer that such visit shall be beneficial to the Guest Scientist, the University and the Employer. The following terms and conditions apply to this agreement:

1. The Guest Scientist’s activities at the University will begin on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and conclude on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ unless sooner terminated by either party or extended by written agreement.

2. While at the University, the Guest Scientist may acquire information, data, procedures and techniques that are confidential, proprietary information of the University. The Guest Scientist and the Employer agree not to disclose such information to others and not to use such information in the manufacture of products or performance of services unless the University, acting through the Polsky Center’s Technology Commercialization and Licensing office agrees to license the Employer to use such information. The agreement not to disclose does not apply to information that is published, already known to the Employer, or received by the Employer from other non-infringing sources. Any inventions or other intellectual property that may arise from the Guest Scientist’s work at the University are hereby assigned to the University, and the Guest Scientist and the Employer will cooperate by disclosing such inventions and intellectual property and signing such papers and providing such information as are needed to perfect the University’s rights.

3. The Guest Scientist shall remain an employee of the Employer and shall not be an employee of the University. The Employer will provide for the Guest Scientist's compensation, benefits and expenses in accordance with the Employer’s policies, including health insurance coverage for the Guest Scientist’s stay at the University.

4. Neither the Employer nor the Guest Scientist shall use the University’s name or logos without the University’s prior written approval.  Neither the Employer nor the Guest Scientist will represent that Guest Scientist or the Employer has an academic appointment or other affiliation with the University. “Guest Scientist” is merely a descriptor and may not be used by Guest Scientist in a manner that suggests it is a title at, or academic appointment to, the University.

5. The Employer agrees to indemnify the University against all claims arising because of the Guest Scientist’s presence at the University, except to the extent caused by the University’s sole negligence.

6. The Guest Scientist represents and warrants that he or she has health and/or accident insurance coverage that will cover any personal injury that he or she may sustain while at the University, regardless of cause, and shall provide proof of such insurance upon request. The Guest Scientist shall not attempt to claim coverage under any University insurance policy or University self-insurance program.

7. The Guest Scientist will comply with all applicable laws and University rules and regulations and will follow the directions and guidance of the Host. The University may terminate this Agreement and the Guest Scientist’s access to the University’s facilities at any time in its sole discretion, without liability. Upon any such termination, the Guest Scientist shall leave and remove all of his or her personal property immediately when asked to do so and shall immediately return all University property, including but not limited to any identification card, keys, laboratory clothing, books, electronic equipment and documents.

Signed by the parties this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

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| THE UNIVERSITY OF CHICAGOUniversity Research AdministrationBY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employer NameBY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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**Acknowledged by Guest Scientist:**

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Guest Scientist’s Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guest Scientist’s Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_