

**UNIVERSITY OF CHICAGO
AGREEMENT FOR VISITING SCIENTIST**

The University of Chicago (the "University") agrees with _____ (the "Company") that _____ (the "Visiting Scientist"), an employee of the Company, 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 Company that such visit shall be beneficial to the Visiting Scientist, the University and the Company. The following terms and conditions apply to this agreement:

1. The Visiting 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 Visiting Scientist may acquire information, data, procedures and techniques that are confidential, proprietary information of the University. The Visiting Scientist and the Company 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 its Office of Technology and Intellectual Property ("UChicagoTech") agrees to license the Company to use such information. The agreement not to disclose does not apply to information that is published, already known to the Company, or received by the Company from other non-infringing sources. Any inventions or other intellectual property that may arise from the Visiting Scientist's work at the University shall be assigned to the University, and the Visiting Scientist will cooperate by disclosing such inventions and intellectual property and signing such papers and providing such information as are needed to perfect such rights.
3. The Company will provide for the Visiting Scientist's compensation, benefits and expenses in accordance with the Company's policies, including health insurance coverage for the Visiting Scientist's stay at the University.
4. The Company agrees to indemnify the University against all claims arising because of the Visiting Scientist's presence at the University, except where caused by the University's sole negligence.
5. The Visiting Scientist will comply with all applicable University rules and regulations and will follow the directions and guidance of the Host. The University may terminate this Agreement and the Visiting Scientist's access to the University's facilities at any time in its sole discretion.

Signed by the parties this ___ day of _____, 20__.

THE UNIVERSITY OF CHICAGO
University Research Administration

Company Name

BY _____

BY _____

TITLE _____

TITLE _____

Provost's Office Endorsement _____