AGREEMENT FOR EXTERNAL ACADEMIC RESEARCH SCIENTIST

On the recommendation of ____________________________, [INSERT PI NAME/TITLE] (the Sponsor), the University of Chicago (the “University”) invites ____________________________, [INSERT NAME] (“You”) to visit the University as an External Academic Research Scientist (EARS), subject to the terms of the Memorandum of Understanding, dated ____________________________, [INSERT DATE], between the University and ____________________________, [INSERT HOME INSTITUTION], and the training plan attached to this agreement.

[NOTE: the details of the training plan do not need to be integrated into this document; those details should be proposed to the dean’s office, reviewed and endorsed before the invitation is conveyed.]

You, your home institution, and the University agrees as follows:

1) Your association with the University will begin on or about ____________________________, [INSERT START DATE] and conclude on or before ____________________________, [INSERT END DATE] unless sooner terminated by you, your home institution or the University. If your home institution employment ends before the planned end of your visit to the University, your association with the University will automatically end at the same time.

2) Your status as an EARS does not create an employment relationship between You and the University. Accordingly, You will not be entitled to any salary or benefits available to employees of the University.

3) You will not be entitled to reimbursement by the University for any expenses you incur as a result of your status as an EARS.

4) During your association with the University, You will comply with the University’s statutes and policies applicable to its academic appointees and staff, even though You are not an employee of the University, and You agree to follow the directions and guidance of the Sponsor and other authorized University personnel. Links to most University policies are available at http://adminet.uchicago.edu/adminpols/pols-index.shtml.

5) During your association with the University, You may acquire information, data, procedures and techniques that are confidential, proprietary information of the University or of third parties to whom the University has obligations of confidentiality. You agree not to disclose this information to others and not to use such information except as necessary in the course of your association with the University and solely for the University’s benefit. Your non-disclosure agreement does not apply to information that is published, already known to You, or received by You from other non-infringing sources. You agree to consult with your Sponsor if you have any doubt or questions about what constitutes confidential and proprietary information.

6) You hereby assign to the University all of your rights, title and interest in and to any inventions and discoveries that arise or may arise from research or other activities You carry out at the University or with substantial aid of University facilities or funds administered by it. You agree to cooperate by promptly disclosing to the University, and providing all requested information regarding, all such inventions and discoveries and by executing all agreements and other documents necessary to protect the University’s rights in those inventions and discoveries.

7) During your association with the University, you may have access to digital publications, data, information, software and the like that have been licensed to the University. You may use these materials only while at the University, solely to the extent necessary in connection with your association with the University, and consistent with the applicable licensing agreements. You may not retain copies of any such materials after the expiration of your status as an EARS or transmit those materials to others who are not authorized to access them.

8) This agreement supersedes any previous associations or appointments You may have had at the University.

9) The University may terminate this Agreement and Your access to the University’s facilities and University-licensed materials at any time and in its sole discretion with or without prior notice.

10) You agree to indemnify and hold harmless the University against any claims, losses or associated expenses arising out of Your association with or presence at the University, except to the extent caused by the University’s sole gross negligence.
11) You represent and certify that you have medical insurance that is sufficient to cover any illnesses or injuries that you incur while associated with the University, and you understand that you are not covered by any University medical insurance of any kind.

12) If you are not a citizen or Legal Permanent Resident of the United States, you may not conduct the activities covered under this Agreement in B-1/B-2 status or under the Visa Waiver Program. The University will sponsor you for J-1 status in either the “Research Scholar” or “Short-Term Scholar” category, if you are eligible for J-1 status. Within three business days of your arrival at the University, you must visit the Office of International Affairs and present your documents. If you arrive at the University in B-1/B-2 status or under the Visa Waiver Program, this agreement is invalid. Your failure to maintain valid and appropriate visa status will result in termination of your status as an EARS.

13) Your title will be “External Academic Research Scientist.” You may use your title only in conjunction with and after your primary academic title in your home institution. You may not use the External Academic Research Scientist title as a stand-alone title. Your title does not confer upon you any status as an employee or academic appointee of the University or any benefits other than those set forth in this Agreement.

14) You certify that you have reviewed the University’s Conflict of Interest policy for faculty and other academic appointees (available at http://researchadmin.uchicago.edu/policies_compliance/conflict_interest/) and you hereby confirm that you do not presently have, and will disclose to the University’s office of University Research Administration should any develop, any Significant Financial Interests (as defined by the policy) that could directly and significantly affect or reasonably be perceived to affect your scholarship, research or other scholarly activities undertaken at the University.

Resources provided by [Home Institution] on behalf of the EARS

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<tr>
<th>EXPENSE</th>
<th>AMOUNT/NATURE</th>
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<td>Living expenses (≥US$4000/month)*</td>
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<td>Medical and other insurance*</td>
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*Mandatory

Dean/Director: ____________________________________________

                     Signature       Date

Provost Approval: __________________________________________

                     Signature       Date

For the Home Institution:

[______________________________________________________]

                     [name, title, date]

By your signature, you indicate that you have read and accept the terms of this Agreement

__________________________________________

Signature of External Advanced Research Scientist       Date