AGREEMENT FOR VISITING SCHOLAR
between
The University of Akron
and
(Home Institution)
and
(Visiting Scholar)

The University of Akron, Akron OH 44325-2102 (the "University") agrees with ________________ (the "Home Institution") and ________________, student of the Home Institution (the "Visiting Scholar"), that the Visiting Scholars may visit the University to engage in Research Activities, consistent with and as described in the attached invitation letter in Exhibit A at the University under the direction of Professor(s) ________________ (the "Host(s)"). It is the belief of the University and the Home Institution that such activities will be beneficial to the University and the Home Institution. The following terms and conditions apply to this agreement:

1. The Visiting Scholar's activities at the University will begin on or about ___________ and conclude on or before ___________, unless sooner terminated by either the Home Institution or the University, or extended by mutual written agreement of the Home Institution and the University.

2. The Home Institution will provide and be solely responsible for the Visiting Scholar's compensation, benefits and expenses in accordance with the Home Institution's policies. The Home Institution or Visiting Scholar are required to purchase insurance coverage for the Visiting Scholar and any accompanying dependents for the duration of the Visiting Scholar's Exchange Visitor program, and the insurance policy must meet the minimum requirements for J-1 Exchange Visitors as outlined at 22 C.F.R. 62.14.

3. Confidential Information

a. While at the University, the Visiting Scholar may have access to, or have disclosed to them, information, data, procedures and techniques that are confidential and proprietary information of the University ("Confidential Information.") The Visiting Scholar and the Home Institution acknowledge and agree not to disclose such Confidential Information to others and not to use such information in the manufacture of products or performance of services unless the University and the University of Akron Research Foundation agree to license the Home Institution to use such information. The Visiting Scholar agrees to execute the Non-Disclosure Agreement ("NDA"), which is attached as Exhibit B and, upon execution, shall be incorporated by reference.

b. While at the University, the Visiting Scholar may have access to, or otherwise encounter information, data, procedures and techniques that are confidential and proprietary information of third parties ("Third Party Confidential Information.") The Visiting Scholar and the Home Institution acknowledge and agree not to disclose such confidential information to others and not to use such information in any manner including in the manufacture of products or the performance of services.

c. The Visiting Scholar and Home Institution acknowledge and agree that all Confidential Information, Third Party Confidential Information and any other University or third party
information, data, procedures and techniques other than those that are contemplated as
deliverables pursuant to Exhibit A, shall not be transferred in any manner from the
University, including, but not limited to, by physical or electronic means.

d. The Visiting Scholar and Home Institution acknowledge and agree that the Visiting
Scholar’s access to University facilities shall be in compliance with the applicable Facility
Usage and Security Plans, which are attached to this Agreement as Exhibit C and is
incorporated by reference.

4. While at the University, the University, the Host and other University employees may have
access to, or have disclosed to them, information, data, procedures and techniques that are
confidential and proprietary information of the Home Institution (“Home Institution Confidential
Information.”) The University and the Hosts agree not to disclose Home Institution Confidential
Information to others and not to use such information for other purposes than the performance of
the scientific projects as described in Exhibit A hereto, unless the Home Institution agrees to
license the University to use such information. The agreement not to disclose does not apply to
information after three (3) years from the date of receipt by University or that is: published; already
known to the University; received by the University from other non-infringing sources; or subject to
disclosure pursuant to law (including but not limited to the Ohio public records laws) or valid court
order.

5. Each party shall only disclose the other party’s Confidential Information to its directors, officers
and employees who have a need-to-know said Confidential Information. All individuals who have
access to or receive such Confidential Information shall be subject to the same confidentiality
obligations that are included in this Agreement, including the obligation to execute the NDA.

6. The Visiting Scholars and Home Institution acknowledge and agree that any technical data,
information, equipment or defense services related to defense articles on the U.S. Munitions List,
and/or technology delineated on the Commerce Control List (“CCL”) to which the Visiting Scholar
and Home Institution may have access or that are disclosed to the Visiting Scholar or Home
Institution in the course of their activities at the University, is subject to export control under the
International Traffic in Arms Regulations and/or the Export Administration Regulations. The
Visiting Scholar and Home Institution further acknowledge and agree that such data or services
will not be further disclosed, exported or transferred in any manner to any foreign person or any
foreign country without prior written approval by an authorized representative of the University, in
concert with the Directorate of Defense Trade Controls, the United States Department of State,
and/or the Bureau of Industry and Security, United States Department of Commerce.

7. Depending on the sources of funding, the terms and conditions of the applicable research
proposal and grant award (if applicable), and subject to applicable laws, including but not limited
to Ohio Revised Code Section 3345.14, and University policies and rules, any inventions or other
intellectual property made solely by the Visiting Scholar and that may arise in connection with the
Visiting Scholar’s activities at University facilities, but with de minimis use of those University
facilities, equipment, funding or intellectual property shall be owned by the Home Institution and
outside the scope of this Agreement.

8. The Home Institution and Visiting Scholar, individually and collectively, agree to indemnify
and hold harmless the University, its Board of Trustees, officers and employees from and
against any and all claims (including claims of negligence), damages, cost and expense
(including attorneys fees) that arise from the acts or omissions of the Visiting Scholar or Home
Institution during the term of this Agreement. Such indemnity obligation shall not apply to claims that arise solely from the University's own negligence.

9. In addition to all of the foregoing obligations, the Visiting Scholar will comply with all University rules and regulations applicable to the Visiting Scholar for the duration of this Agreement and will follow the directions and guidance of the Host.

10. This Agreement shall not be modified except through the mutual written agreement of the parties. Notwithstanding the foregoing, the University may unilaterally modify its Facility Usage and Security plans at any time during the term of this Agreement.

11. Either University or Home Institution may terminate this Agreement in its discretion upon written notice to the other, provided that each party’s obligations hereunder shall continue after such termination.

12. This Agreement shall be construed under and in accordance with Ohio law.

Signatures:

THE UNIVERSITY OF AKRON                        (HOME INSTITUTION)

BY:                                   BY:
Rex D. Ramsier          (Print Name)
Executive Vice President & Chief Administrative Officer (Title)

DATE: ______________________       DATE: ______________________

Host Professor                     Visiting Scholar

Mark D. Foster       Date                      Name       Date

Host Department Chair/Director

Name       Date

Interim Dean

Ali Dhinojwala       Date
Exhibit A
MUTUAL NON-DISCLOSURE AGREEMENT

__________________________________ (“Home Institution” or “Recipient”) and The University of Akron (“University” or “Discloser”) agree to the following conditions under which certain valuable confidential information owned or controlled by University (the “Confidential Information”) will be disclosed. This Agreement shall be effective on ___________________ (“Effective Date”).

1. Confidential Information may include, for example and without limitation, scientific knowledge, know-how, processes, inventions, techniques, formulae, products, business operations, customer requirements, designs, sketches, photographs, drawings, specifications, reports, studies, findings, data, plans or other records, biological materials, and/or software. The Confidential Information disclosed under this Agreement is related to: __________________________________ and related topics regarding possible sponsored research and/or licensing.

2. Home Institution and University intend to maintain the confidential status of the Confidential Information. Home Institution and University are aware that each may have pursued independent research of its own in the area to which the Confidential Information relates and that Home Institution may have independent knowledge of some of the information the University may disclose.

3. This Agreement shall remain effective through _________________ , as outlined in paragraph 1 of the Agreement for Visiting Scholar, to which this NDA is attached. All obligations of the Recipient with respect to the use and disclosure of Confidential Information hereunder shall terminate three (3) years from this date.

4. In order for Confidential Information disclosed by University to be protected in accordance with this Agreement it must be clearly identified as Confidential Information at the time of its disclosure or reasonably understood to be Confidential Information from the nature of the disclosure.

5. Recipient shall exercise the same degree of care to protect Discloser’s Confidential Information that it exercises to protect its own Confidential Information and in any event such care shall at least be reasonable care to prevent disclosure of Discloser's Confidential Information to any third party. Internal dissemination of Discloser's Confidential Information by the Recipient shall be limited to those employees, agents, representatives, consultants, or affiliates whose duties justify the need to know such information and then only on the basis of a clear understanding by these individuals of their obligation (a) to maintain the confidential status of such information and (b) to restrict the use of such information solely to the use specified in Paragraph 6 of this Agreement.
6. Recipient shall not use the Confidential Information disclosed by the Discloser under this Agreement, except for the following purposes: to evaluate mutual business and research activities and as outlined in the invitation letter attached at Exhibit A to the Agreement for Visiting Scholar. Nothing contained in this Agreement shall be construed as granting or implying any right or license to any party to use another party’s intellectual property or to use any Confidential Information disclosed under this Agreement for any other purpose.

7. Recipient shall be under no obligation with respect to any information:

   a. which is, at the time of disclosure, available to the general public;

   b. which becomes, at a later date, available to the general public through no fault of Recipient and then only after the later date;

   c. which Recipient can demonstrate (i) was in its possession before receipt of the information from Discloser or (ii) was developed independently by Recipient without reference to the Confidential Information provided by Discloser;

   d. which is disclosed to Recipient without restriction on disclosure by a third party who has the lawful right to disclose such information, or;

   e. which is required to be disclosed to comply with applicable laws or government regulations.

8. Upon request by Discloser, Recipient will discontinue using and return all Confidential Information and copies of Confidential Information within thirty (30) days of receipt of the request, except that Recipient shall have the right to retain one copy of such Confidential Information in its legal archives for the purpose of determining its legal obligations hereunder.

9. A Recipient of tangible products or materials constituting Confidential Information agrees not to analyze or have a third party analyze any such tangible products or materials without prior written permission of Discloser.

10. Any notices required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail, facsimile transmission, or email addressed to the parties as follows:
11. The Visiting Scholar Agreement and this Agreement reflect the entire agreement between Home Institution and University regarding information disclosed hereunder, and the Agreements may be modified or altered only in writing.

12. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Ohio. Any action brought to enforce this Agreement shall be brought in Ohio.

13. Home Institution will not disclose or provide to any employee or agent of University any information subject to the licensing provisions of the International Traffic In Arms Regulations (ITAR) under 22 CFR §§ 120-130, or the Export Administration Regulations (EAR) under 15 CFR §§ 730-774, without the prior written notice to and advance approval by an authorized representative of University.

This Agreement may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

**University**

Signature: __________________________
Ali Dhinojwala:
Interim Dean, Polymer Science & Polymer Engineering
Date: ____________________________

Signature: __________________________
Rex D. Ramsier
Exec. Vice President & Chief Admin. Officer
Date: ____________________________

**Home Institution**

Signature: __________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
Exhibit C