

Visiting Scholar Intellectual Property Agreement

Preamble: This Visiting Scholar Intellectual Property Agreement (this “Agreement”) is intended for personnel who are not employees at Southern Illinois University (inclusive of Southern Illinois University Carbondale, Southern Illinois University School of Medicine and Southern Illinois University Edwardsville; collectively, “SIU”) that (1) will be on an SIU campus for 30 or more total days in a 12 month period, (2) do not qualify as a student under the SIU System Intellectual Property Policy (“IPP”), and (3) are engaged in research by either participation or observation through the use of SIU facilities or resources as defined in the IPP (hereinafter known as a “Visiting Scholar”).

I understand that, consistent with applicable laws and regulations, the Board of Trustees of Southern Illinois University is governed in the handling of intellectual property by the IPP, and I agree to abide by the terms and conditions of IPP and other applicable policies of the SIU campus(es) that I am engaged with, as it may be amended from time to time, in the course of my activities while at SIU. Income distribution from revenues collected by SIU as a result of my intellectual property are defined by Section VI in the IPP. If SIU elects not to support the intellectual property protection of my creation or discovery as governed by the IPP, then I have a right to request the release of said intellectual property consistent with the IPP.

Pursuant to IPP, and in consideration of my participation in projects administered by SIU, access to or use of facilities or resources provided by SIU and/or other valuable consideration, I hereby agree as follows:

1. I will disclose to SIU through its Office of Technology Transfer all potentially commercializable concepts and inventions conceived or first reduced to practice in whole or in part in the course of, and related to, my SIU responsibilities, my participation in research projects at SIU or with more than incidental use of SIU resources. I further hereby assign to the Board of Trustees of Southern Illinois University and jointly to my non-SIU employer, if so required, all my right, title and interest in such patentable inventions and to execute and deliver all documents and do any and all things necessary and proper on my part to effect such assignment. Such assignment is not inconsistent with the terms of my continuing employment outside of SIU or with any other agreement I have entered into.
2. I will not use any information defined as confidential or proprietary by my non-SIU employer in the course of my SIU responsibilities unless a confidential disclosure agreement has been obtained between SIU and my non-SIU employer. Furthermore, I will not do consulting or any work for my non-SIU employer while at any facility owned or leased by SIU.
3. I agree to maintain accurate and complete laboratory notebooks, data, and/or other electronic or written documents as appropriate given the nature of my work at SIU. I must provide to SIU copies of all materials generated in performance of activities as a Visiting Scholar if requested.
4. I recognize the IPP terms specifying that all rights in copyright shall remain with the creator unless the work:

- a. is an SIU work-for-hire (and copyright therefore vests in SIU under copyright law),
- b. is supported by a direct allocation of funds through SIU for the pursuit of a specific project,
- c. is commissioned by SIU,
- d. makes significant use of SIU resources or personnel, or
- e. is otherwise subject to SIU-related contractual obligations.

I will assign and confer in writing to the Board of Trustees of Southern Illinois University all my right, title and interest, including associated copyright, in and to copyrightable materials falling under a) through e) above.

5. I will not enter into any agreement creating copyright or patent obligations in conflict with this Agreement.
6. In consideration for being allowed to participate in the enrollment or participation in projects administered by SIU, I agree to indemnify, hold harmless, and defend SIU and its respective trustees, officers, employees, students, and agents against any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as direct or indirect result of my participation in projects administered by SIU, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this Agreement.
7. The laws of the State of Illinois, United States of America (excluding its conflict of law provisions) shall govern the validity, performance, enforcement, and any other aspect of this Agreement and any dispute arising thereunder. The Parties agree that all claims against SIU are subject to the Illinois Court of Claims Act and that the exclusive venue for all such claims arising from this Agreement, in whole or in part, shall be the Illinois Court of Claims. I waive any and all objections to the jurisdiction of the Illinois Court of Claims for claims against SIU.
8. This Agreement is effective on date of my SIU hire, enrollment or participation in projects administered by SIU, and is binding on me, my estate, heirs and assigns.

Visiting Scholar Signature

Visiting Scholar Printed Name

Date

Acknowledgement of Visiting Scholar's non-SIU employer.

The signator (non-SIU employer's Representative) below has authority to represent Visiting Scholar's non-SIU employer, has reviewed this Agreement and agrees to its terms.

non-SIU employer's Authorized Representative (Signature)

non-SIU employer's Authorized Representative (Printed Name)

non-SIU employer's Authorized Representative Title (Printed Title)

Date