

**THE UNIVERSITY OF TENNESSEE  
AGREEMENT FOR J-1 SCHOLARS**

**Name of J-1 Scholar (“Scholar”):** \_\_\_\_\_

**Name of Visiting Scholar’s Home Organization:** \_\_\_\_\_

**Period of Time at UT:** Beginning \_\_\_\_\_ (“Beginning Date”) and Ending \_\_\_\_\_  
, (“Termination Date”) and will be subject to renewal only by mutual agreement of UT and the Scholar.

**Name of UT Faculty Sponsor:** \_\_\_\_\_

**UT School/Department:** \_\_\_\_\_

In consideration of being permitted to be a part of an educational experience at The University of Tennessee ("UT"), being permitted to perform research at UT and access to and/or use of facilities provided by UT, the undersigned hereby agrees as follows:

Research work permitted at UT is limited to the work performed in the laboratory of the UT Faculty Sponsor and under his/her direction. The Scholar **cannot** work in any other laboratory(ies) of The University of Tennessee

Intellectual property rights will be determined by the separate Intellectual Property Agreement attached hereto as Appendix A and executed by the Scholar and UT.

In addition, the following terms apply:

1. I agree to maintain accurate and complete data notebooks and/or other written documentation appropriate for the purpose of this visit, as determined by the UT Faculty Sponsor. At the close of this Agreement, I shall submit the original copy of all and any such documentation including any reports or other outstanding items to the UT Faculty Sponsor or designee prior to the last day of my visit. I understand that I may retain a copy for my files, but I may not disclose that copy to any other person.
2. I agree to keep and maintain in complete confidence and not to use any information that I may observe, hear, learn of, or otherwise be exposed or have access to while at UT that relates to research or programs or other situations that by their nature are considered confidential.
3. I certify that I am qualified to perform the activities that I will undertake at UT.
4. I understand that the research may involve risks such as exposure to potentially hazardous equipment, chemicals, microbes, infectious organisms, medical waste, pathogens, laboratory animals, radioactive material, and the risk of accidents and injuries and I agree to assume all such risks.
5. I agree to cooperate fully with the UT Faculty Sponsor or designee to obtain any required training, approvals or authorizations for performance of my activities at UT, in accordance with UT policies and procedures and applicable laws, regulations and standards.
6. Publications and presentations of scholarly research related to activities at UT may be permitted after review by the UT Faculty Sponsor and any other appropriate UT official. Any proposed publication or presentation may require review by a sponsor representative if required by a sponsored agreement funding a project. I understand that publication or presentation may be delayed in some instances in order to permit the sponsor or UT to protect intellectual property resulting from my work at UT.
7. I understand that I am not expected to participate in the conduct of UT research projects that are subject to third-party obligations, including but not limited to contracts and grants funded by the federal government or other sponsors. In the event that I do participate in such UT research projects, as provided herein or otherwise, I acknowledge that I am

bound to do all things necessary to enable UT to perform its obligations as UT has agreed to with such third parties. In the event of conflict between the terms of this Agreement and those obligations with third parties, those third party obligations shall take precedence.

8. I agree to comply with export and sanctions regulations of the United States of America. I understand that UT may review all UT activities that may result in an export or sanctioned transaction with a foreign national, entity or country requiring an export license or other governmental approval. I agree to cooperate with any such review and to comply with any recordkeeping, certification, license, security measure or other action that may result from the review.

9. I understand that I am not covered by general or professional liability insurance for claims and judgments arising out of my activities. I am responsible for any injuries to people or property resulting from my acts.

10. My participation as a Scholar at UT shall not create an employment relationship between UT and me. I shall receive no stipend or benefit from UT for my activities and I am not entitled to participate in UT's benefit programs including, but not limited to, workers' compensation or health insurance. I also acknowledge that I am not a student at UT.

**J-1 SCHOLAR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name (printed or typed): \_\_\_\_\_

**AUTHORIZED OFFICIAL FOR THE UNIVERSITY OF TENNESSEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name (printed or typed): \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGED**

**UT DEPARTMENT HEAD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name (printed or typed): \_\_\_\_\_

**FACULTY SPONSOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name (printed or typed): \_\_\_\_\_

**CAMPUS EXPORT CONTROL OFFICER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name (printed or typed): \_\_\_\_\_

**APPENDIX A**

**THE UNIVERSITY OF TENNESSEE  
INTELLECTUAL PROPERTY AGREEMENT  
(For a J-1 Scholar)**

**THE UNIVERSITY OF TENNESSEE  
INTELLECTUAL PROPERTY AGREEMENT  
(For a J-1 Scholar)**

**Name of J-1 Scholar (“Scholar”):** \_\_\_\_\_

**Scholar’s Home Organization:** \_\_\_\_\_

**UT PI or Faculty Sponsor:** \_\_\_\_\_

**UT School/Department:** \_\_\_\_\_

In consideration of the availability to me of: (a) opportunities to perform sponsored research and/or (b) access to or use of UT funds or facilities; (c) my present or subsequent employment by UT, and/or (d) my present or subsequent assignment to UT, I agree as follows:

1. I hereby assign and agree to assign to UT or the University of Tennessee Research Foundation (“UTRF”) or other organization designated by UT or UTRF, all right, title, and interest in any invention or creation that I, either solely or jointly with others, make, conceive or reduce to practice as a result of participation in a project administered by UT or in the course of employment by UT or through substantial use of facilities or funds provided by UT or otherwise as required by UT’s Statement of Policy on Patents, Copyrights, and Other Intellectual Property as amended from time to time (“UT’s IP Policy”). *See UT’s IP Policy (published at <http://utrf.tennessee.edu>) for definitions of the terms “invention” and “creation” and information concerning specific exclusions from the assignment obligations of this paragraph.*
2. I will promptly disclose each invention and creation covered by this Agreement to UT in writing. Each invention disclosure will be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. I will indicate whether I wish to publish or otherwise publicly disclose the invention and if so, the approximate time-frame for such public disclosure. I will provide additional information concerning such invention or creation and/or the circumstances under which it was made as requested by UT or UTRF.
3. At the request of UT or UTRF, I will sign all appropriate documents and otherwise do all things necessary and proper to effectuate the intent of this Agreement, including providing assistance in the filing, prosecution, defense, and enforcement of patent applications and issued patents on inventions covered by this Agreement and in the registration, defense, and enforcement of copyright on creations covered by this Agreement.
4. I acknowledge that UT may have entered into sponsored research agreements with third parties and that those agreements may create obligations with respect to inventions and creations relating to or made during my work at UT. I understand that my ability to publish or present research data may be delayed in some instances in order to permit the sponsor and UT to review the data before it is disclosed to others. I will discuss plans to publish or present data with my UT PI or Faculty Sponsor, and as needed with the Office of Sponsored Programs, in order to determine what reviews are needed prior to publication.
5. I agree to be bound by UT’s IP Policy. I acknowledge that I have received a copy of UT’s IP Policy and have reviewed it.
6. I do not have any consulting or other agreement with any third person or organization that is, or could be reasonably construed to be, in conflict with this Agreement, and I will not enter into any such agreement. In the event that I enter into such an agreement or discover that I have in fact entered into such an agreement in the past, I will promptly notify UT in writing, and upon request I will provide UT with a copy of such agreement.
7. This Agreement shall be effective as of the Beginning Date as defined in the Agreement for Scholars.

8. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and shall not be changed orally.

9. This Agreement is made in the State of Tennessee, USA, and shall be interpreted and construed and any legal relations created hereunder shall be determined in accordance with the laws of the State of Tennessee, without reference to any conflict of laws provisions.

**VISITING J-1 SCHOLAR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**THE UNIVERSITY OF TENNESSEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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