# Guidance and Process

# Visiting Scholar Agreement

## Purpose:

Generally, University of New Hampshire faculty members and researchers are encouraged to seek collaboration opportunities with colleagues, scholars and scientists affiliated with other organizations. These collaborators may visit the University and have access to UNH research facilities and resources. However, the rights and responsibilities of UNH and our research sponsors need to be protected when this access is permitted. This Guidance is intended to facilitate the interaction of UNH faculty and staff with other scientists, scholars, colleagues and students who will have access to UNH research resources and facilities that are not otherwise available to the public.

## Definition:

As used in this Guidance, “Visiting Scholar” means anyone (irrespective of degree) who is not otherwise subject to UNH or USNH policies for employees or students and will be working, researching, training or observing in a UNH facility, e.g., a laboratory, (i) on substantial research, and/or (ii) for an extended period of time and/or (iii) on a recurring basis. This includes:

* Individuals employed by or working in other organizations, whether public or private, who are representing and/or receiving financial support from their organization;
* Students or other trainees who are not covered by UNH policies or registered as UNH students; and
* Any other individuals who are external collaborators, consultants or observers who are not UNH employees.

## Guidance:

UNH faculty members should document the terms of a Visiting Scholar’s work at UNH using the template Visiting Scholar Invitation Letter, which is included at the end of this Guidance. Please consult with the university offices that are included as cc: on that template letter in advance of extending an offer to a Visiting Scholar. Visiting Scholars must sign their Invitation Letter and execute a Visiting Scholar Agreement (VSA) prior to their arrival on campus. A template VSA is included at the end of this Guidance.

The major objectives of the Visiting Scholar Agreement are twofold. First, it ensures that Visiting Scholars agree to follow UNH rules and procedures while on our property (whether owned or leased). This might include specific training (e.g. hazardous materials handling, harassment training, HIPAA compliance, IRB or IACUC approvals) depending on the nature of their activities while visiting UNH. These provisions ensure that work is conducted safely and in a professional manner.

Second, the Agreement confirms that any intellectual property developed by the Visiting Scholar using UNH’s facilities will be owned by UNH, and that the Visiting Scholar will be treated as a UNH “Innovator” under our [Intellectual Property Policy](https://www.usnh.edu/policy/unh/viii-research-policies/d-intellectual-property-policy) and related policies, which may include a right to share in any royalties received from any licensing of the intellectual property. These provisions are particularly important if the Visiting Scholar will be working on any government or industry sponsored research project, since UNH ownership of intellectual property which arises out of those projects is required under related laws (e.g., Bayh-Dole) or contract terms. These provisions are also important when the Visiting Scholar is employed by industry, since many companies have policies on intellectual property ownership that conflict with those of UNH.

If the Visiting Scholar is visiting UNH as an individual and not bound by or to any contractual or employment constraints from another organization, the Visiting Scholar Agreement can be signed by the individual. If the Visiting Scholar is covered by employment or other contractual restrictions of another organization, a representative from such organization should sign the Visiting Scholar Agreement as well.

In some cases, the employer of the Visiting Scholar might object to our intellectual property terms. In those rare cases where (1) the employer of the Visiting Scholar is providing financial support for the Visiting Scholar and some other contribution (e.g. contribution to the conception of the project, background intellectual property, research materials, etc.), and (2) objects to UNH’s Intellectual Property terms, UNH may negotiate the terms of the Visiting Scholar Agreement to appropriately allocate any intellectual property arising out of the research project will be jointly owned by UNH and the Visiting Scholar’s employer.

Faculty and staff members are encouraged to become familiar with the terms of the attached template VSA. Additionally, anyone who is interested in pursuing a VSA should contact Victor Sosa, Director, Contracts and Export Controls or their Sponsored Programs GCA for more information. Any revisions to the template VSA must be reviewed by Victor Sosa; in addition, any revisions to the VSA related to ownership of intellectual property must be reviewed by UNH Innovation.

*Note: Visiting Scholar appointments are temporary appointments, sometimes paid by the individual’s home institution and sometimes by UNH. It is possible to commit effort of Visiting Scholars on a sponsored project awarded to UNH.*

*If the Visiting Scholar is paid by UNH, the requirements of UNH’s Effort Reporting Policy apply. If the Visiting Scholar is paid by his/her home institution, such situation is to be fully disclosed in the respective research proposal or during the course of the award. At the end of each project year of the award, the Visiting Scholar is required to certify the effort spent on the project, as disclosed in the related progress report.*

**Visiting Scholar Invitation Letter**

**[Not an Employee]**

<<DATE>>

<<ADDRESS>>

Dear <<Name>>:

I am pleased to extend this invitation as Visiting Scholar in the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the University of New Hampshire, <<Location>>, NH, effective \_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_. The terms of a Visiting Scholar appointment are detailed in this letter, including the attached *University of New Hampshire Visiting Scholar Agreement.*  **Please review the full contents of this letter and the attached Agreement carefully, as acceptance of this offer will constitute your agreement to all of these terms.**

**[Include if applicable – for non-US Persons]** If you accept our offer, please contact the UNH [Office of International Students and Scholars](https://www.unh.edu/global/international-students-scholars) (OISS) to assist you with the necessary visa application for your visit to UNH.

This offer is contingent upon your ability to work in the United States and completion of a satisfactory background check, which may include Restricted Parties screening and/or an email request from our background check vendor, *HireRight*, for you to provide consent and information needed for them to complete the background check. You may not start work at UNH prior to verification of work eligibility and completion of a background check; should you do so and findings subsequently deem you ineligible to be a Visiting Scholar at UNH, your appointment may be terminated. Please respond to any background check or screening request as soon as possible as the process can take up to two weeks.

As a Visiting Scholar, your responsibilities are to work with members of the \_\_\_\_\_\_\_ research team to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

As discussed, you will not be eligible for salary or benefits with this appointment. The UNH Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will provide office space and/or laboratory space, library access, research resources and email access. You will remain on the support of \_\_\_\_\_\_\_\_\_\_\_\_\_ **[external organization or personal]** and will not be identified as an employee or agent of UNH. UNH will not pay your salary and you will not be entitled to UNH benefits, including but not limited to any worker’s compensation or unemployment compensation through UNH.

Please sign below to indicate your acceptance of this appointment, no later than \_\_\_\_\_\_\_\_\_.

Sincerely,

<<Name>>

Dean, <<College>>

I accept this appointment on the terms set forth in this letter and the attached Agreement:

Name:

Date:

Home institution:

Copy: Department Chair of Sponsoring Department/ Center

 Provost’s Office

Office of International Students & Scholars – oiss@unh.edu

Human Resources - onboarding.team@usnh.edu

UNH Innovation – unh.innovation@unh.edu

Research Integrity Services – Research.Integrity@unh.edu

Contracts & Export Controls – Export@unh.edu

**VISITING SCHOLAR AGREEMENT**

In consideration of my appointment as a Visiting Scholar at the University of New Hampshire (“UNH” or the “University”) for the purpose of participating in research or other projects of UNH faculty and/or staff members and/or my use of funds, facilities or other resources provided by or through UNH as described in the Visiting Scholar Invitation Letter (collectively, “UNH Activities”), I agree as follows:

1. During the term of my Visiting Scholar appointment, I acknowledge that I will be subject to and required to comply with all rules, regulations and requirements of UNH, including but not limited to safety, health, hours of work and conduct. With respect to my UNH Activities, I hereby agree to be bound by and will comply with UNH's [Research Policies](https://www.usnh.edu/policy/unh/viii-research-policies), including but not limited to: the [UNH Policy on Ownership, Management, and Sharing of Research Data](https://www.usnh.edu/policy/unh/viii-research-policies/c-unh-policy-ownership-management-and-sharing-research-data), the UNH [Intellectual Property Policy](https://www.usnh.edu/policy/unh/viii-research-policies/d-intellectual-property-policy), [UNH Policy on Misconduct in Scholarly Activity](https://www.usnh.edu/policy/unh/ii-academic-policies/c-misconduct-scholarly-activity#:~:text=UNH%20will%20not%20tolerate%20any,accordance%20with%20appropriate%20UNH%20policies.), UNH Policies on Financial Conflict of Interest in Research (for [PHS-funded research](https://www.usnh.edu/policy/unh/viii-research-policies/t-financial-conflict-interest-research-phs-funded-projects) and for [all other externally funded research](https://www.usnh.edu/policy/unh/viii-research-policies/e-financial-conflict-interest-research)), and [UNH Export Controls](https://www.usnh.edu/policy/unh/u-compliance-federal-export-control-regulations) policy to the same extent as a UNH employee. Specifically, I acknowledge that I am a Covered Individual as defined by the UNH Intellectual Property Policy.

2. The UNH aims to maintain the highest ethical standards in its conduct of research and business dealings and has endorsed the American Geophysical Union’s (AGU) [Code of Conduct](https://libraryguides.unh.edu/RCR/codesofethics). I confirm that I have read the AGU’s Code of Conduct and agree to abide by it in all work at or on behalf of UNH. As such:

A. I certify that I have not been debarred, suspended, or declared ineligible to participate in research by any governmental agency in any country;

B. I certify that I am not under investigation or review for research misconduct (fabrication or falsification of research data, or plagiarism) or for unprofessional behavior, such as sexual harassment, or other professional misconduct; and

C. I will immediately notify my UNH faculty sponsor if I become aware of any such action described in A. or B. above, or any threat of such action.

3. I agree to assign and hereby do assign all right, title and interest in any and all results (including but not limited to data, research records, etc.), Innovations, and/or Intellectual Property arising out of or resulting from my UNH Activities to the UNH. I will disclose promptly to University of New Hampshire’s [UNHInnovation](https://innovation.unh.edu/disclose-innovation) any Innovations and Intellectual Property made in the course of my UNH Activities.

4. I agree that I will not download, transfer or otherwise share any information or research data I have acquired or been exposed to during my UNH Activities with any third party absent the prior written approval of the UNH Director of Contracts & Export Controls.

5. Unpublished information I receive from UNH personnel, or to which I may become privy due to research conducted in UNH facilities, shall be treated as Confidential Information. This includes, but is not limited to, confidential and proprietary information relating to UNH’s operational procedures, research results, research plans, financial information, personnel information, and intellectual property as well as information about those participating in research at UNH. Additionally, information relating to University students, clinic participants, or human research subjects also constitutes Confidential Information, and also may be regulated data protected by University policy or by state or federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and related regulations, and the Family Educational Rights and Privacy Act (“FERPA”) as well as my obligations under this Agreement. I agree to protect the confidentiality of all Confidential Information, hold all Confidential Information in trust and confidence for UNH, and not disclose Confidential Information to any third party. I am not authorized to use Confidential Information for any purpose other than for UNH Activities.

6. I will cooperate with the UNH in such reasonable steps as may be needed to carry out its research policies and to confirm, establish or protect the rights of the UNH or its designees. This may include, for example, executing additional documents, assisting in the preparation, filing, prosecution, maintenance, or defense of patent applications, issued patents, and other intellectual property rights, and letting UNH see my research data or materials as needed to respond to inquiries or conduct internal and external oversight activities.

7. During my work at UNH, I may be asked to participate in the preparation of manuscripts for academic publications. Any such publications will be prepared in accordance with UNH's obligations to third party sponsors, and will conform to the guidelines regarding authorship, conflict of interest, and publication ethics appropriate to the academic standards for the field. All publications will be coordinated with and approved by my faculty sponsor.

8. I will not in the future make with any third party any agreement that conflicts or reasonably could be construed as conflicting with the terms of this Agreement. I have not, as of the current date, made such an agreement or, if I have, I have secured from the relevant third party a release of any obligations that conflict or reasonably could be construed as conflicting with my obligations hereunder.

9. If I am employed by an entity other than UNH (“Employer”), I certify that nothing in my employment agreement with Employer conflicts with the terms of this Agreement or otherwise prohibits me from complying with the terms of this Agreement. In addition, my UNH Activities do not conflict with my employment obligations to Employer. If my obligations to either Employer or UNH evolve in such a manner that a conflict arises, I will inform both Employer and UNH and this Agreement may be terminated immediately by either party or modified by mutual agreement of the parties.

10. I acknowledge that this Agreement does not create an employment contract with UNH, and I am not an employee, student, or agent of the University. UNH shall not provide any compensation, withholding and payment of income taxes, social security taxes, unemployment taxes, workers compensation, or any other insurance, taxes, fees, or other payments to me.

11. I agree that UNH may terminate my participation in research programs or my Visiting Scholar status at UNH at any time, without cause or recourse. In addition, UNH may terminate my participation immediately upon my material breach of the terms of this letter, or upon my material breach of UNH policies or regulations. Upon the termination of this Agreement, or earlier at the request of UNH, I agree to:

A. Deliver to UNH any all written and electronic records of my UNH Activities (including research records and data), which shall be the property of UNH subject to my right to copy all non-confidential or proprietary written and electronic records for my research and personal purposes; and

B. Return any materials or items owned by UNH, including any and all originals, copies, and summaries of documents, materials, and other tangible manifestations of UNH’s proprietary or confidential information in my possession.

12. **Health and Safety Risks**. I understand that UNH laboratories and other facilities may contain hazardous substances and equipment. I will take every precaution necessary to protect my health and safety, and the health and safety of others. I will acquaint myself with and conduct my activities in accordance with all safety rules and safe operational procedures. If I am not familiar with or I do not know how to handle safely a substance or piece of equipment; I will seek assistance from qualified UNH personnel. I recognize that I may be subjected to potential risks, illnesses and injuries. I have made my own investigation of these risks, understand these risks and assume them knowingly and willingly.

13. **No Medical Coverage**. I understand that if I am injured as a result of my activities at UNH, I am not covered by UNH insurance of any kind. It will be my responsibility to pay for emergency room care, doctors' services, hospitalization, and any other related costs, medical or non-medical. I will not be eligible to participate in UNH's health, disability or life insurance program.

14. **THE FOLLOWING ARE A RELEASE OF LEGAL RIGHTS - PLEASE READ AND UNDERSTAND BEFORE SIGNING**.

A. **ASSUMPTION OF RISK AND RELEASE OF CLAIMS**. Knowing the risks described above, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my use of and access to UNH's premises, laboratories, facilities and equipment. To the maximum extent permitted by law, I release UNH, its current and former members of its governing boards, officers, faculty, staff, representatives, volunteers, employees, students, other trainees and agents, and their respective heirs and assigns, from any and all claims, losses, expenses, damages, or liabilities which I may incur or suffer, arising out of or related to my use of- or access to the laboratories, facilities or equipment and resulting from any cause, including but not limited to negligence by UNH, its current or former members of governing boards, officers, faculty, staff, representatives, volunteers, employees, students, other trainees or agents.

B. **INDEMNIFICATION**. I agree to indemnify UNH, its current and former members of its governing boards, officers, faculty, staff, representatives, volunteers, employees, students, other trainees, and agents, and their respective heirs and assigns, against any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities (including reasonable attorneys' fees) (collectively "Claims"), arising out of or related to my use of or access to UNH's premises, laboratories, facilities or equipment, but only in proportion to and to the extent that such Claims result from or are predominantly caused by my own negligent or intentional acts or omissions.

15. The obligations of this Agreement relating to my UNH Activities will continue after the end of those UNH Activities. This Agreement is binding on me, my estate, heirs and assigns.

16. This Agreement, together with the Visiting Scholar Invitation Letter, contains the entire understanding between the parties. It supersedes all prior or contemporaneous communications, agreements, or understandings between the parties about the UNH Activities. A modification of this Agreement is not binding unless the modification is in writing and signed by both parties.

17. The validity and interpretation of this Agreement and the legal relationship of the parties to it shall be governed by the laws of the State of New Hampshire and any applicable United States Federal law, and shall be enforced in a court of competent jurisdiction in New Hampshire.

Having carefully read this Agreement, I voluntarily sign below.

## VISITING SCHOLAR

By:
Name:

Title:

Date:

## VISITING SCHOLAR’s ORGANIZATION

By:
Organization:

Name:

Title:
Date:

Acknowledged and Approved:

**UNIVERSITY OF NEW HAMPSHIRE** [Dean]

By:
Name:
Title:
Date:

**UNH Host Unit** [Chair]

By:
Name:
Title:
Date: