



### Visiting Scholar Acknowledgment

This form will serve as an acknowledgment by both the Texas A&M University—Kingsville (TAMUK) Nominator (Host) and the Participant (Visiting Scholar).

**Nominator (TAMUK Host):**

\_\_\_\_\_  
*Name*                                      *College*                                      *Department*

**Participant (International Visiting Scholar):**

\_\_\_\_\_  
*Last Name*                                      *First Name*                                      *Middle Name*

\_\_\_\_\_  
*Other Names Listed*                                      *Citizenship and Visa Status*

**Participant’s Institution/Employer Information:**

\_\_\_\_\_  
*Name (i.e. company name, university name, etc.)*

\_\_\_\_\_  
*Address for Participant’s Institution/Employer*

\_\_\_\_\_  
*City/State/Country*

**Section 1. Period of Performance**

This visit shall commence on \_\_\_\_\_, and shall end on \_\_\_\_\_, unless extended by mutual agreement in writing between the parties, or unless terminated by one of the parties as provided in this acknowledgement.

**Section 2. Scope**

**2.1 Purpose of Visit.**

The Participant shall collaborate with TAMUK personnel at TAMUK’s facilities to perform the following functions: (i.e. lecturing, researching, etc.) Please be specific in the description of this visit and outcomes beyond visiting dates including post production items (i.e. publications, etc.). If you require additional space, please attach a separate sheet to this form.

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### *2.2 Adherence to Policies and Procedures.*

The Research/Training/Teaching shall be performed in accordance with established policies, regulations, and procedures of The Texas A&M University System (TAMUS) and TAMUK (or other TAMUS member, as applicable), as well as all applicable state and federal laws and regulations including but not limited to research involving human subjects, laboratory animals, hazardous agents and materials, ethical conduct, safety, and conflicts of interest.

### **Section 3. Consideration and Payment**

#### *3.1 Consideration.*

The Participant's Institution/Employer shall continue to be the employer of record for the Participant and shall be responsible for all compensation to be paid to the Participant, including but not limited to salary and fringe benefits (e.g., health insurance, leave, retirement, etc.). The Participant's Institution/Employer shall be responsible for paying any and all employment withholding taxes, workers compensation insurance, and governmental assessments. The Participant's Institution/Employer is responsible for the Participant's travel expenses while on assignment at TAMUK.

#### *3.2 Other Costs.*

In addition to the costs described in Section 3.1 above, any other fees and expenses will be paid as described below (**select appropriate box**):

- There will be no charge by TAMUK to Participant's Institution/Employer or Participant.
- Participant's Institution/Employer has generously agreed to provide TAMUK an unrestricted gift of \$ \_\_\_\_\_ to cover laboratory expenses associated with the activities described in section 2.1 of this Acknowledgment.
- Participant's Institution/Employer shall reimburse TAMUK for actual laboratory/supply expenses incurred by TAMUK related to Participant's research, teaching, and training activities described in section 2.1 of this Acknowledgment. Expenses incurred may be billed by TAMUK to Participant's Institution/Employer monthly, or as TAMUK deems appropriate (e.g. in lump sum). Payment by Participant's Institution/Employer is due within thirty (30) days after receipt of invoice.

### **Section 4. Independent Contractor**

The Participant will continue to be the assignee and employee of the Participant's Institution/Employer at all times. TAMUK will exercise administrative control and technical supervision over the Participant's activities during the term of the visit. At no time during the term of this visit will Participant be an employee of TAMUK. The Participant's Institution/Employer shall be deemed to be an independent contractor and not an agent, representative, or affiliate of TAMUK.

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### **Section 5. Confidentiality**

#### *5.1 Overview.*

The Participant will abide by TAMUK rules and procedures regarding confidentiality of information for the duration of this visit through the completion of any visit related production. The period of confidentiality shall expire five years from the end of this visit.

#### *5.3 Confidential Information Defined.*

For purposes of this Acknowledgement, “Confidential Information” means nonpublic information that is identified or designated as being confidential or which, in light of the circumstances under which it was disclosed, whether oral or written, is reasonably apparent to the Participant to be considered confidential or proprietary by TAMUK (or other TAMUS member, as applicable). “Confidential Information” includes, without limitation, information which may be contained in materials such as inventions, discoveries, concepts, ideas, methodologies, research data, research results, drawings, plans, programs, software, codifications, models, data, specifications, reports, compilations and may also be in the nature of unwritten knowledge and know-how. “Confidential Information” also includes identifiable student information protected by The Family Educational Rights and Privacy Act (FERPA).

#### *5.4 Ownership of Confidential Information.*

All Confidential Information disclosed during this visit shall remain the property of TAMUK (or other TAMUS member, as applicable). At TAMUK’s request, all Confidential Information received by Participant’s Institution/Employer or Participant in tangible form shall be promptly returned or destroyed.

### **Section 6. Publications**

#### *6.1 Publishing Rights.*

The timing, extent and content of all publications regarding the results of the activities described in section 2.1 of this Acknowledgment, including those of the Participant, shall be at the discretion of TAMUK and the Nominator.

### **Section 7. Intellectual Property**

#### *7.1 Intellectual Property Defined.*

For purposes of this Acknowledgement, “Intellectual Property” shall mean, individually and collectively: (a) inventions, discoveries, and/or improvements which are conceived or first reduced to practice, whether or not patentable, in the performance of the collaborative research efforts during this visit; and (b) all works of authorship created, prepared and/or developed (including compilations) in the performance of the collaborative research efforts completed during this visit that are the subject matter of copyright under Title 17 of the United States Code.

#### *7.2 Intellectual Property Rights Arising During Visit.*

Title to any Intellectual Property conceived and/or reduced to practice by the Participant during the course of performing the activities described in section 2.1 of this acknowledgment shall be, and are hereby, assigned to TAMUS on behalf of TAMUK (or other TAMUS member, as applicable) in accordance with TAMUS’s [Policy 17.01, Intellectual Property Management and Commercialization](#). TAMUK (or other

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TAMUS member, as applicable) shall own all tangible research results and intellectual property generated by the Participant during his/her tenure at TAMUK, including but not limited to know-how, original data, computer programs, and records of the work and activities performed.

### *7.3 Duty to Disclose.*

Participant shall promptly notify the Nominator and TAMUK of any Intellectual Property arising out of the performance of the activities performed described in section 2.1 of this acknowledgment. The Parties shall keep in confidence all information contained in disclosures and notifications relating to Intellectual Property before and during any period prior to the application for a patent or other legal protection of such Intellectual Property.

### *7.4 Rights in Data.*

TAMUK (or other TAMUS member, as applicable) shall own all research data, diagnostic data, and information generated by the Participant while he or she is participating in the activities described in section 2.1 of this acknowledgment. Although owned by TAMUK, TAMUK agrees to make copies of information generated by the Participant's discoveries available to the Participant's Institution/Employer on a confidential basis through the Participant, to the extent permitted by law or preexisting contractual commitments to third parties, and subject to TAMUK's Intellectual Property Policy and/or Guidelines.

### *7.5 Third Party Support.*

To the extent the collaborative research efforts are supported by a grant, cooperative agreement, or contract between TAMUK (or other TAMUS member, as applicable) and the U.S. Government or other third party, the Nominator, Participant, and Participant's Institution/Employer must comply with the intellectual property provisions of such U.S. Government or third-party grant, cooperative agreement, or contract as determined by the TAMUK department head/chair and Dean (if appropriate).

## **Section 8. Compliance**

### *8.1 Compliance.*

The Participant and Participant's Institution/Employer will comply, and be responsible for compliance, with all local, state and federal laws, rules and regulations that apply to the performance of this visit, including but not limited to those governing: export control (including but not limited to Export Administration Regulations (15 CFR Part 730, et seq); International Traffic in Arms Regulations (22 CFR Part 120, et seq); and Foreign Assets Controls (31 CFR Part 500, et seq)); animal welfare; human subject research; workplace safety; and handling, storage, use and disposal of biological materials, chemicals, hazardous or radioactive materials. The Participant and Participant's Institution/Employer will be responsible for compliance with all applicable TAMUK (or other TAMUS member, as applicable) policies while on TAMUK (or other TAMUS member, as applicable) premises.

### *8.2 Background Check.*

The Participant hereby gives TAMUK permission to inquire into his/her background, including: education, references, driving record, employment, and criminal background. The Participant further gives permission to the holder of such records to release the same to TAMUK (or other TAMUS member, as applicable). The Participant understands that TAMUK (or other TAMUS member, as applicable) will only use this information for the purpose of this visit.

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### **Participant Acknowledgment:**

I \_\_\_\_\_ (Participant's full name) hereby acknowledge that I have read the International Visiting Scholar Acknowledgment form and confirm that I have provided true and correct information to the best of my knowledge and belief.

\_\_\_\_\_  
*Participant's Signature*

\_\_\_\_\_  
*Date (MM/DD/YYYY)*

### **Nominator Acknowledgment:**

I \_\_\_\_\_ (Nominator's full name) hereby acknowledge that I have read the International Visiting Scholar Acknowledgment form and confirm that I have provided true and correct information to the best of my knowledge and belief. I understand that if any changes are anticipated in the nature or duration of the visit it will require prior approval. I hereby certify that I have completed the Export Controls & Embargo Training – Basic Course offered via TrainTraq, and have read System Policy 15.02, *Export Controls* and TAMUK Rule 15.02.99.K1, *Export Controls*. As the Nominator, I certify that I am not on development or sabbatical leave and will make every reasonable effort to perform the responsibilities of hosting and supervising the Participant.

\_\_\_\_\_  
*Nominator's Signature*

\_\_\_\_\_  
*Date (MM/DD/YYYY)*

### **Chair/Department Head:**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date (MM/DD/YYYY)*

### **College Dean/Division Supervisor:**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date (MM/DD/YYYY)*