

Visiting Nonemployee/Affiliate Access and Intellectual Property Agreement

This agreement entered into _____, 20__, by and between _____, with an address at _____ (“Affiliate”) and Board of Regents of the University System of Georgia, by and on behalf of the Georgia Institute of Technology (herein “GIT”) and the Georgia Tech Research Corporation (“GTRC”)

WHEREAS, Affiliate wishes to participate in research, education and/or training (“Purposes”) at GIT as GIT is a prestigious educational institution with significant resources;

WHEREAS, GIT wishes to host Affiliate for these Purposes;

WHEREAS, Affiliate is a non-employee who will hold an affiliate status while at GIT;

WHEREAS, GIT wishes to grant Affiliate such reasonable access to its campus and facilities for these Purposes so long as Affiliate shall ensure compliance with GIT’s policies and practices including but not limited to its security and use requirements as well as GIT’s need to capture intellectual property rights furthered, developed, or otherwise created at GIT by Affiliate;

WHEREAS, Georgia Tech is willing to allow limited access for the limited Purposes stated herein subject to the terms and conditions of this agreement in consideration of Affiliate’s guarantee that he or she will comply with GIT’s policies, practices, and instructions as well as grant GIT rights to intellectual property accessed and developed at GIT;

NOW, THEREFORE, in consideration of the value of the access to GIT’s research, education, training, and resources that the Affiliate acknowledges and agrees as well as other valuable consideration stated herein, the Affiliate hereby agrees to the following:

Compliance: I will follow the administrative and research policies, standards and practices of GIT when present on the GIT campus or using GIT facilities or resources.

I will not publish any material related to the Purposes that identifies or uses the name of Georgia Institute of Technology, the Board of Regents of the University System of Georgia, or its members, clients, students, faculty or staff, directly or indirectly, unless I have received written permission from GIT, the Board of Regents of the University System of Georgia, and Georgia Tech Research Corporation.

I will comply with all applicable federal, state and local laws including but not limited to the use, possession, manufacture or distribution of alcohol and controlled substances, compliance with drug-free workplace, non-discrimination, sexual harassment and export regulations.

I will ensure that if I access GIT/GTRC information that is commercially valuable and not generally known in its industry of principal use (herein “Proprietary Information”), I agree to use reasonable care to hold in confidence and not disclose, transfer, use, copy, or allow access to any such Proprietary Information unless specifically authorized in writing to do so by the Vice Provost for Research or his/her duly authorized representative. This section shall survive any termination or expiration of this Agreement

I will complete any training required for personnel who conduct research at GIT including but not limited to lab safety, occupational health safety, research ethics, IACUC, IRB, IBC and/or other training as applicable. Such training shall be satisfactorily completed prior to my participation in such research activities. If applicable, I will continue to participate in my Employer's occupational health program during the period covered by this Agreement.

Term: The term of the Agreement shall begin upon execution and shall terminate on _____, 20___, unless otherwise terminated or extended by GIT's written agreement. I understand and agree that this agreement may be terminated immediately in the event that I fail to comply with the rules and policies of GIT and/or with any instructions given to me by GIT. The obligations as stated for Proprietary Information, Intellectual Property, and Indemnity and Release shall survive any termination or expiration of this Agreement.

Intellectual Property:

I understand and acknowledge that the Purposes involve the use of GIT facilities or resources or involve faculty, staff or students of GIT and may result in the development of intellectual property ("IP"), including but not limited to patentable inventions, copyrightable material, know-how, and trade secrets. IP shall be governed by this Agreement. I further acknowledge and agree that ownership of intellectual property developed as a result of the Purposes shall reside with GTRC, unless such intellectual property rights are covered by the separate written sponsored research agreement between GTRC and me in such case the terms of that agreement will govern. I agree that any IP shall be promptly disclosed to GTRC. I further agree that if I conceive an invention or develop copyrightable material jointly with GIT faculty, staff or students, I will promptly disclose the invention or copyrightable material to GTRC. I hereby assign to GTRC all right, title and interest in and to such IP and agree to execute and deliver any transfers, assignments, documents or other instruments necessary or appropriate to vest title and ownership of such intellectual property in GTRC including documents that may be necessary for securing intellectual property protection to such IP. I shall retain all right, title, and interest in any pre-existing background intellectual property owned by me that I can document its existence prior to this Agreement upon request.

I understand and agree I am not deemed to be employed by or an agent or a servant of GIT, the Board of Regents or Georgia Tech Research Corporation; that GIT, the Board of Regents and Georgia Tech Research Corporation assumes no responsibilities as to me as may be imposed upon an employer under any law, regulation or ordinance; that I am not entitled to any benefits available to employees; and, therefore, I agree not to in any way to hold myself out as an employee of GIT, the Board of Regents or Georgia Tech Research Corporation. Further, I understand and agree, unless otherwise agreed to in writing, that I will not receive any monetary compensation from GIT, the Board of Regents of the University System of Georgia, or Georgia Tech Research Corporation for any effort I provide to GIT as a part of my activities under this Agreement.

I acknowledge and agree that I can provide any and all IP rights to GTRC as stated in this Agreement and I do not have any conflict or pre-existing obligation to any other person or entity which prevents or otherwise impacts my ability to provide such IP rights to GTRC. To the extent that there may be or is any other relationship, document, contract, agreement, policy, obligation, or other restriction related to the IP ("Pre-existing Ownership"), I hereby expressly state that the rights stated herein control solely and exclusively and takes precedence over any Pre-existing Ownership.

Insurance: I understand and agree to show proof of health insurance, and professional liability insurance in amounts satisfactory to GIT, and covering my activities at GIT, and to provide evidence of such insurance upon request of GIT. I further agree to provide evidence of coverage under my employer's worker's compensation insurance plan and occupational health plan (if applicable).

Indemnity and Release: I agree that my access is granted solely for my benefit and upon my promise to take due care during such access, thus, I hereby release and discharge, indemnify and hold harmless the Board of Regents of the University System of Georgia, Georgia Institute of Technology and Georgia Tech Research Corporation, and their members, officers, agents, employees, and any other persons or entities acting on their behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, either in law or in equity, relating to injury, disability, death or other harm, to person or property or both, arising from my presence at GIT unless caused solely by the Board of Regents of the University System of Georgia, Georgia Institute of Technology and Georgia Tech Research Corporation.

I acknowledge and agree that I am familiar with nature of the activities related to the Purposes and am aware of the hazards and risks which may be associated with my presence for the Purpose stated hereunder, including the risks of bodily injury, death or damage to property which may occur from known or unknown causes; I understand, accept, and assume all such hazards and risks, and waive all claims against the Board of Regents, GIT, GTRC, and other persons as set forth above;

I have read, or have had read to me, the above statements, and understand them as they apply to me. I hereby certify that I am eighteen (18) years of age or older, or my parent or guardian has signed below; that I am legally competent to execute this Agreement; and that I, or my parent and/or guardian, have read carefully and understand the above Agreement; and that I have freely and voluntarily signed this Agreement.

Agreed to by Affiliate.

By: _____

Printed Name: _____

Parent/Guardian Signature (if applicable): _____

Parent/Guardian Name (please print): _____

This ___ day of _____, 20___

Acknowledged and agreed by Affiliate's employer (if applicable):

After review of the above statements, our entity as Affiliate's employer agree that the terms and conditions as stated herein are true and correct. I hereby certify that I am authorized to bind my entity to the terms of this Agreement; that I am legally competent to execute this Agreement; and that I have freely and voluntarily signed this Agreement.

Entity: _____

Address: _____

Signature: _____

Name (Please print): _____

Title: _____