

FSU Procedures for Inviting an Unpaid Visiting Scholar/Researcher February 4, 2016

Following FSU policy #####, all visiting scholar/researchers, whether foreign national or U.S. persons, may only be invited to campus for more than 14 days with prior approval of department chair/director, dean, and Office of Research Compliance Programs. Below are the procedures to follow to ensure compliance with this policy.

FSU faculty members who would like to invite and host either an international or domestic visiting scholar/researcher to campus should read through all of the procedures before completing any forms to ensure understanding of all requirements and the required order.

1. The host faculty member completes the “Request to Invite an Unpaid Visiting Scholar/Researcher” form (Link to form).
2. If a foreign national visiting scholar/researcher will require a J-1 Exchange Visitor visa (see link for visa categories) the host faculty will communicate the English proficiency requirements (see link) to the visiting scholar/researcher early on to ensure that proof of English proficiency will be submitted with request for immigration documents (link to request for DS2019).
3. The host faculty will complete additional documents as indicated on the “Request to Invite an Unpaid Visiting Scholar/Researcher” form such as a “Deemed Export Questionnaire for Visiting Scholar/Researchers” when applicable.
4. The host faculty attaches a CV of the visiting scholar/researcher to invitation form and submits all documents to department chair/director for review and approval. If chair/director approves, form and attachments are forwarded to the dean, signed and returned to host faculty.
5. The host faculty provides copies of all of the signed forms and attachments to the HR representative in the academic department/unit.
6. The HR representative in the academic department/unit sends a copy of the “Request to Invite an Unpaid Visiting Scholar/Researcher” to the Office of Research Compliance Programs so that the activity of the visiting scholar is reviewed and the name and institution can be cleared through Visual Compliance. A completed Deemed Export Questionnaire will also be sent to the Office of Research Compliance Programs if the visiting scholar/researcher will have access to any U.S. federal government sponsored research and is not a U.S. citizen, U.S. permanent resident (green card holder) or authorized class of asylee.
7. The Office of Research Compliance Programs reviews the application and Deemed Export Questionnaire (if required) and approves or denies extending the invitation or follows up with hosting faculty member for more information.
8. Once approved, the “Request to Invite” form is returned to the HR representative in the academic department/unit. The HR representative proceeds with the background check process, level to be determined by HR, for the visiting scholar/researcher so that the visiting scholar/researcher can receive clearance prior to the host faculty member sending the formal letter of invitation. The academic department will be responsible for covering the cost of the background checks for all visiting scholar/researchers (see link to background check policy and procedure for domestic and international background checks).

9. Once the background check is complete, the HR representative notifies the host faculty so that the invitation letter is sent to the visiting scholar/researcher. The host faculty will also include a copy of the "Unpaid Visiting Scholar/Researcher Agreement Form" and inform the visiting scholar/researcher that this will be signed at FSU upon arrival.

IF NO J-1 EXCHANGE VISITOR VISA IS NECESSARY, THEN

10. All forms and a copy of the letter of invitation are collected by the HR representative in the academic department/unit to initiate an "Unpaid Visiting Scholar/Researcher Courtesy Appointment" (see link to form).
11. The HR representative in the academic department/unit sends a copy of all forms and attachments, along with the "Visiting Scholar/Researcher Courtesy Appointment" form to Human Resources so that the appropriate courtesy appointment is made and entered into the FSU Human Resource system "OMNI" using the new class created specifically for courtesy appointment of visiting scholars/researchers.
12. The visiting scholar/researcher should not be allowed to arrive at FSU until the visiting courtesy appointment has been processed and is visible in OMNI.
13. Upon arrival, the visiting scholar/researcher, the FSU host faculty, the host department chair/director, and the host dean sign the "Visiting Scholar/Researcher Agreement" form. A copy of the fully-executed Agreement must be provided to the Office of Research Compliance Programs.
14. The visiting scholar completes all applicable training on campus, including Environmental Health and Safety training for laboratory work.
15. Only after all of the above steps are completed should the visiting scholar/researcher begin activities.
16. The host faculty is responsible to ensure that the visiting scholar/researcher departs the FSU campus by the end of the visiting courtesy appointment period.

IF J-1 EXCHANGE VISITOR VISA FOR INTERNATIONAL SCHOLAR/RESEARCHER IS NECESSARY, THEN

17. The host faculty will complete the Request for a DS 2019 form (see link) and give this to the HR representative in the academic department/unit along with all completed forms and attachments. The HR representative will initiate an "Unpaid Visiting Scholar/Researcher Courtesy Appointment" form (see link to form).
18. The HR representative in the academic department/unit completes the "Unpaid Visiting Scholar/Researcher Courtesy Appointment" form and sends it, along with the invitation form and all attachments, plus the Request for a DS 2019 and supporting documents, to the J-1 Exchange Visitor Advisor in the Center for Global Engagement.
19. The J-1 Exchange Visitor Advisor reviews the Request for a DS 2019, ensures that the application is complete and the visitor is eligible for J-1 status. The J-1 Exchange Advisor issues the DS 2019 document to send to the visiting scholar/researcher, arranges for shipping with the HR representative or visiting scholar/researcher, and copies the HR representative and the host faculty on email notifications to the visiting scholar/researcher. The departments or the visiting scholar/researcher are responsible for paying for the shipping costs of the documents.

20. The J-1 Exchange Visitor Advisor copies the DS 2019 form and sends all documents to FSU Human Resources so that the appropriate visiting courtesy appointment is entered into the FSU Human Resource system "OMNI".
21. The visiting scholar/researcher should not be allowed to arrive on the FSU Campus until the visiting courtesy appointment has been processed and is visible in "OMNI".
22. Upon arrival, the visiting scholar/researcher, the FSU host faculty, the host department chair/director, and the host dean sign the "Visiting Scholar/Researcher Agreement" form. A copy of the fully-executed Agreement must be provided to the Office of Research Compliance Programs.
23. The visiting scholar/researcher must check in with the J-1 Exchange Visitor Advisor in the Center for Global Engagement within three (3) days of arrival so that the visiting scholar/researcher's arrival is validated in the federal SEVIS database as required. The J-1 Exchange Advisor will review the health and any other required insurance coverage purchased prior to arrival by the visiting scholar/researcher to ensure that it meets federal requirements and covers the entire length of stay. (Insufficient insurance requires termination of the scholar/researcher's immigration status.) The visiting scholar/researcher will be invited to attend immigration orientation as required by the U.S. State Department.
24. The visiting scholar/researcher completes all applicable training on campus, including Environmental Health and Safety training for laboratory work.
25. Only after all of the above steps are completed should the visiting scholar/researcher begin activities.
26. The host faculty is responsible to ensure that the visiting scholar/researcher ~~leaves~~ departs the FSU campus by the end of the visiting courtesy appointment period.

TO EXTEND AN APPOINTMENT

If a host faculty wants to extend the visit of the visiting scholar/researcher appointment after the arrival of the visiting scholar/researcher, a new "Courtesy Appointment for Visiting Scholar/Researcher" form must be completed by the HR representative in the academic department and signed off on by the chair/director and the dean. If the visiting scholar/researcher is not on a J-1 visa, the new courtesy appointment form is sent to Human Resources for an extension of the appointment.

If the visiting scholar/researcher is on a J-1 Visitor Visa, the new courtesy appointment form is sent to the J-1 Exchange Visitor Advisor along with a request for extension, documentation of funding for the extension period, a copy of the extended health insurance through the entire extension period, and documentation of approved leave from the scholar/researcher's home institution. The J-1 Exchange Visitor Advisor reviews the requested extension for eligibility and makes the update on the visiting scholar/researcher's immigration record. The form is then forwarded to Human Resources for the extension to be made in OMNI. The J-1 Exchange Advisor will communicate with the host faculty member in the event there is an issue with requested extension.



FLORIDA STATE UNIVERSITY

Request to Invite an Unpaid Visiting Scholar/Researcher to Florida State University

Before inviting any unpaid (not appointed as an employee of FSU) visiting scholar/researcher to come to the FSU campus for collaborative research or other activity for a period exceeding fourteen days, a faculty member/department must obtain prior approval from the Department Chair/Director, Dean, and the Office of Research Compliance Programs. Prior approval is required for ALL visiting scholars/researchers, including U.S. citizens and residents and citizens of other countries. For international visiting scholar/researchers, prior approval is required even if the scholar/researcher is coming to the U.S. through the visa waiver program, with a B visitor visa, or with a J-1 Exchange Visitor visa.

Before the visiting scholar or researcher arrives at FSU, the following steps must be complete:

- This form approved
- Background check completed
- Unpaid Visiting Scholar/Researcher courtesy appointment entered into OMNI
- Appropriate visa documents completed for visiting international scholars/researchers

This policy is required so that all unpaid visiting scholars/researchers present on the FSU campus are identifiable through the university data system and have appropriate oversight and support from the hosting faculty member and department, and to ensure FSU compliance with federal regulations.

Please read the entire “Unpaid Visiting Scholar/Researcher Policy” at (link) before completing this form.

CURRENT DATE

HOSTING FACULTY INFORMATION

Name of Hosting Faculty Member:

The named FSU faculty member agrees to host this visiting scholar/researcher and to follow all applicable university policies.

Signature:

EMPLID:

Department and College:

Telephone Number:

Email Address:

Number of visiting scholar/researchers already sponsored by this faculty member:

Currently on campus

Already invited and
will arrive shortly

VISITING SCHOLAR/RESEARCHER

Name of visiting scholar/researcher

DOB

Gender

Home Address

City

State

ZIP

Country

E-Mail

Phone

Country of Birth

Country of Citizenship

**Country of Legal
Permanent Residence**

Current employer, university or institution

Title

Employer Address

Employer Phone

Employer Web-site

*** Please attach a CV to this form before submitting for approvals.*

Please indicate the source and amount of funding to cover the visiting scholar's living expenses (e.g., personal, home university, home government, corporate sponsor, or other)

Source

Amount

VISITING SCHOLAR/RESEARCHER APPOINTMENT CODES

Select the appropriate appointment code to be used on the Courtesy Appointment (see XXX for detailed descriptions of each appointment code.)

Please select

- H9001 Visiting Courtesy Professor
- H9161 Visiting Courtesy Research Scholar/Scientist (Includes Assistant and Associate Professors)
- H9189 Visiting Courtesy Postdoctoral Associate
- H0000 Visiting Courtesy Staff or Specialist

- H9185 Visiting Courtesy Graduate Research Assistant (Graduate student not enrolled for credit. Stay limited to 12 months or one academic year and summer)
- YT00 Visiting Courtesy Undergraduate Research Assistant (UG student not enrolled for credit. Stay limited to six months or one semester. May include UG students from another university with F-1 Optional Practical Training (OPT) or J-1 academic training and approved to participate in research.

Note: International visitors classified as Visiting Courtesy Postdoctoral Associate, Visiting Courtesy Graduate Research Assistant, and Visiting Courtesy Undergraduate Assistant must obtain J-1 visas regardless of the length of time for their visits in order to comply with US Immigration regulations unless already on OPT or Academic Training.

VISITING SCHOLAR/RESEARCHER VISA STATUS

Please check one of the following to indicate the visa status the visiting scholar/researcher might enter on or currently holds. (Please refer to LINK for overview of visas recommended for different types of activity or contact the Center for Global Engagement for guidance).

- This visiting scholar/researcher is a U.S. citizen or Permanent Resident, Asylee, or Refugee
- This visiting scholar/researcher will enter on a visitor (business/tourist) visa or visa waiver
- This visiting scholar/researcher will need a J-1 Exchange Visitor visa. (The documentation of English proficiency will be required to issue DS2019. See Documentation of English Language Proficiency) For undergraduate researchers, a Training/Internship Placement Plan is required. An example of the type of information that will be required is at <http://www.state.gov/documents/organization/84240.pdf>
- Other (The visiting scholar/researcher (international) is currently in the US on Optional Practical Training (OPT), Academic Training, or as a dependent to either a student on a J-1 or F-1 student visa, or another legal category which allows this activity. Please contact Tanya Schaad at tschaad@fsu.edu for additional assistance.

PURPOSE OF VISIT

What is the purpose of inviting this visiting scholar/researcher to FSU? Please explain the type of research or other activities this person will be involved in.

Will any of the proposed research projects involve Institutional Review Board (IRB) and/or Institutional Animal Care and Use Committee (IACUC) approval?

Yes No

If yes, please explain.

What is the benefit of this visit to you, your department and to FSU?

What is the proposed length of stay for this visiting scholar/researcher?

How will you provide oversight of the activities of this visiting scholar/researcher?

How much time per week will you spend with this visiting scholar/researcher?

Will other staff, graduate or undergraduate students, or faculty work with this visiting scholar/researcher? Please specify.

Will you be on leave during some or all of the visiting scholar/researcher's stay at FSU? Yes No

If yes, who is the alternate host of the incoming visiting scholar/researcher?

ACCESS TO FSU FACILITIES & RESOURCES

Please indicate the use of FSU facilities and/or resources and access to research labs, sponsored research projects, research projects with FSU data that will be provided to this visiting scholar/ researcher by selecting YES or NO below. Please give details when YES is selected.

Access to FSU Office Space Yes No

Key access to building Yes No

Swipe access to building Yes No

If yes, please provide the building name and room number.

FSU Computer Yes No

FSU Telephone Yes No

Access to research laboratories Yes No

If yes, please provide the building and/or lab name and room number.

Access to or participation in any U.S federal government sponsored research.

Yes No

If yes, and if the scholar is **NOT** a U.S. person defined as:

- 1) A U.S. entity or a U.S. citizen,
- 2) A person lawfully admitted for permanent residence in the United States (i.e., a green card holder), or
- 3) A person who is a protected individual under the Immigration and Naturalization Act (8 U.S. C. § 1324b(a)(3) (i.e., certain classes of asylees).

Then a Deemed Export Questionnaire (give link) must be submitted with this application

Will your department provide financial resources to purchase needed supplies, e.g. for the office or the laboratory for this visiting scholar/researcher?

Yes No

If yes, write the source(s) of funds (e.g. department, research, Foundation) and the approximate amount of research funds to be used:

Source:

Amount\$:

Will your department provide any type of payment to this unpaid (not an official FSU employee) visiting scholar/researcher?

- Yes No

If yes, please explain and give source of funding.

Will the visiting scholar/researcher be providing funds to the department or college to help with the expenses of hosting them?

- Yes No
 Has not been mentioned

If yes, please state the amount of the funds and the source.

INTELLECTUAL PROPERTY

Will the visiting scholar/researcher have access to FSU protected intellectual property?

- Yes No

If yes, please specify the property.

Will the visiting scholar/researcher be involved in the development of intellectual property at FSU?

- Yes No

If yes, please explain and include a non-disclosure form (give link).

Will the visiting scholar/researcher bring any research material and/or background intellectual property with him/her?

- Yes No

If yes, please explain.

Will the visiting scholar/researcher bring research material that will be co-mingled with any other material developed either by the faculty host or other researcher at FSU?

- Yes No

If yes, please explain.

Does the faculty host have any U.S. federal government or other government sponsored research that could reasonably appear to be related to the research that the visiting scholar/researcher will carry out at Florida State University?

Yes No

If yes, please explain.

CONFLICT OF INTEREST DISCLOSURES

Is the visiting scholar/researcher's home organization an entity with a commercial interest in the research the visiting scholar/researcher will carry out at Florida State University?

Yes No

If yes, please explain.

Does the faculty host have a personal financial relationship with the visiting scholar/researchers home organization?

Yes No

If yes, please explain.

Does the faculty host have research sponsored by the visiting scholar/researchers home organization?

Yes No

If yes, please explain.

DEPARTMENT AND COLLEGE APPROVAL

I have reviewed the Request to Invite an Unpaid Visiting Scholar/Researcher and certify that the hosting faculty member has the available time to provide oversight and supervision of this visiting scholar/researcher and that the visit provides a benefit to FSU through ongoing and future collaborations, research and information sharing between the hosting faculty member (and department) and the visiting scholar/researcher. Access to all of the indicated FSU facilities is also approved.

I acknowledge that any unrestricted gift from the visiting scholar's home organization to defray the costs of resources and facilities to the department may not be made directly to the faculty host. The funds shall be deposited into a Foundation account of the Department or College or into an account in the Research Foundation and may be used to defray the visitor's expenses such as research supplies, conference travel cost.

Name of Dept. Chair/Director

Signature of Chair/Director

Date

Name of Dean

Signature of Dean

Date

OFFICE OF RESEARCH COMPLIANCE PROGRAMS APPROVAL

(Office of Research use only)

The proposed visiting scholar/researcher and home institution has cleared Visual Compliance screening.

Yes No

The proposed research and access to university laboratory(ies) is in compliance with Federal export control regulations.

Yes No

The visiting scholar/researcher is subject to Deemed Export Control

Yes No

If applicable, intellectual propertyrights are involved in the work of the visiting scholar/researcher and an appropriate agreement is or will be in place for the visiting scholar/researcher to conduct research or scholarly activity at FSU.

Yes No

Approval is granted to proceed with the invitation to this visiting scholar/researcher.

Yes No

Reasons for denial:

Vice President of Research (or designee) for Florida State University

Date



FLORIDA STATE UNIVERSITY UNPAID VISITING SCHOLAR/RESEARCHER AGREEMENT

This agreement is entered into by _____ ("Unpaid Visiting Scholar/Researcher" or "Visitor") and the Board of Trustees of Florida State University, a public body corporate of the State of Florida, acting for and on behalf of Florida State University ("FSU"), hereinafter jointly referred to as the "Parties" or "Party".

Visitor will participate in research or scholarly activities in the field(s) of _____ ("Activities"). These Activities will be conducted at the _____, located at _____, under the supervision of _____ (Faculty Host).

In consideration for participating in the Activities at FSU, the parties agree to the following:

ARTICLE 1 - Period of Agreement

Visitor's association with FSU will begin on _____ and conclude on _____, unless sooner terminated in writing by either party or extended by written agreement. FSU's Unpaid Visiting Scholar/Researcher Policy requires the host department to create a specific type of courtesy appointment in FSU's Human Resources (HR) system. If Visitor's HR appointment expires or is terminated, before the planned date of the visit, the Visitor's association with FSU will immediately end unless expressly extended.

ARTICLE 2 - Use of Facilities, Infrastructure and Services

FSU will grant Visitor access to specified facilities, technological infrastructure, and services for the conduct of Activities of mutual interest to the Parties. FSU will have sole and absolute authority to determine the time and manner of all such use. Visitor may be required to pay costs of equipment usage as determined by FSU.

Visitor understands that he/she may be working with or in close proximity to dangerous equipment or materials while conducting his/her Activities. Visitor agrees that he/she will not operate any equipment or handle dangerous or toxic materials without FSU's express permission, supervision, and training.

Visitor will complete any training required for personnel who conduct research at FSU which may include, but not limited, to lab safety, biosafety, animal care and use, human subjects use, HR training, etc. Such training shall be satisfactorily completed prior to Visitor's participation in such research activities.

ARTICLE 3 - Financial Support

Visitor is responsible for all costs associated with this visit and Activities which the Visitor orders or incurs, except those specifically authorized by FSU.

ARTICLE 4 - Behavior and Expectations

Visitor agrees to abide by: (a) the laws of the United States, as well as state and local laws; (b) FSU policies and regulations, including those applicable to foreign students and scholars, and maintenance of appropriate visa status as applicable; (c) FSU safety standards, to include laboratory safety standards together with all related training in general and specifically applicable to the Activities; and (d) the same standards of conduct applicable to FSU students and/or employees.

Visitor must be able to communicate effectively with FSU personnel responsible for overseeing these Activities, and be able to safely participate in Activities.

As is also required for all new employees at Florida State University, a criminal background check will be performed on all visiting scholars at level determined appropriate by HR.

ARTICLE 5 - Confidentiality

Visitor undertakes to preserve the confidentiality of any document, information, knowledge, pre-existing know-how, or other material communicated to them in relation with any Activity conducted in the context of this Agreement. Disclosure of information to third parties shall not be allowed unless explicit prior consent by appropriate FSU Official is given in writing. The confidentiality obligations of this Agreement shall not apply to information that: (a) is in the public domain at the time of its disclosure; (b) is known to the receiving party prior to the time of disclosure; (c) becomes public information

or generally available to the public except by an unauthorized act or omission of the receiving party; (d) is lawfully obtained by the receiving party from a third party having no preexisting relationship, obligation or commitment to the disclosing party and having the legal right to disclose the information; (e) is independently developed by the receiving party without access to information of the disclosing party which is subject to this Agreement; or (f) is required by any federal or state law, regulation or statute and/or court or administrative order to be disclosed.

ARTICLE 6 - Access to Information and Materials

While at FSU, Visitor may have access to digital publications, data, information, software, and the like that have been licensed to FSU. Visitor may use these materials only while at FSU and solely to the extent necessary in connection with Visitor's Activities and association with FSU. Visitor may not retain copies of any such materials after the expiration of Visitor's association.

ARTICLE 7 - Project Intellectual Property Rights

Visitor understands that FSU is governed in its handling of intellectual property by its official policies, summarized in its Intellectual Property Handbook (<http://www.research.fsu.edu/research-offices/oc/innovators-portal/ip-policies/ip-handbook/>), and agrees to abide by the current terms and conditions of those policies at the time of their visit in the course of their Activities.

Pursuant to these policies and in consideration of Visitor's participation in projects administered by FSU, access to or use of facilities provided by FSU and/or other valuable consideration, Visitor hereby agree as follows:

1. Visitor will disclose to FSU all potentially patentable inventions conceived or first reduced to practice in whole or in part in the course of, and related to, Visitor's FSU responsibilities, Visitor's participation in research, or other projects at FSU with more than casual use of University resources. Visitor further hereby assigns jointly to FSU and Visitor's non-FSU employer all rights, title and interest in such patentable inventions and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Such assignment is not inconsistent with the terms of Visitor's continuing employment outside of FSU or with any other agreement that Visitor has entered into.
2. Visitor will not use any information defined as confidential or proprietary by Visitor's non-FSU employer in the course of Visitor's FSU activities, and Visitor will not do any consulting or any work for Visitor's non-FSU employer while at any facility owned or leased by FSU.
3. Visitor is free to place his or her inventions in the public domain as long as in doing so neither Visitor nor FSU violates the terms of any agreements that governed the work done, or agreements with Visitor's non-FSU employer.
4. Visitor recognizes FSU's policy that all rights in copyright shall remain with the creator unless the work:
 - a. Is an FSU work-for-hire,
 - b. Is supported by a direct allocation of funds through FSU for the pursuit of a specific project,
 - c. Is commissioned by FSU,
 - d. Makes significant use of University resources or personnel, or
 - e. Is otherwise subject to FSU-related contractual obligations.
5. Visitor will assign and confirm in writing to FSU all rights, title and interest, including associated copyright, in and to copyrighted materials falling under a) through e) above.
6. Visitor will not enter into any agreement creating copyright or patent obligations in conflict with this agreement.

This agreement is effective on the date of Visitor's FSU hire date, enrollment, or participation in projects or activities administered by FSU, and is binding on Visitor and Visitor's estate, heirs, and assigns.

ARTICLE 8 – Insurance

Visitor understands and agrees to show, upon request, proof of health insurance and, if applicable, professional liability insurance in amounts satisfactory to FSU and covering Activities at FSU. FSU's Workers Compensation does not apply to the Visitor. The insurance for the Visitor must include provisions for hazards in the workplace and may not unreasonably exclude perils inherent to the Visitor's project, activities or research program. If such provisions in their policies are not

included then they cannot complete safety training or participate in laboratory activities. All Visitors coming to FSU will be required to show proof upon arrival of medical insurance that covers the entire duration of the research visit and meets or exceeds the following (these are current Federal requirements for J-1 International Scholars):

- a. Underwriter is rated not less than A- by Best, ISI, or Fitch Ratings, Inc. or AA by S&P or B+ by Weiss, or A3 by Moody's Investor Services OR Policy is an employee group plan or HMO, OR Policy is backed by the full faith and credit of a foreign government; and includes medical benefits of at least \$100,000 per accident or illness; co-payment is 25 percent or less; deductible is \$500 or less per accident or illness; and the policy does not unreasonably exclude perils inherent to the visitor's program in the U.S.
- b. International Visitors are additionally required to have medical evacuation to home country provided in the amount of \$50,000 or greater and repatriation coverage of \$25,000 or greater.
- c. U.S. citizens and permanent residents who have Affordable Care Act compliant insurance may present proof of ACA insurance and waive the above insurance coverage requirements.

ARTICLE 9 - Use of Courtesy Title

Visitor's title during the period of this agreement will be "Visiting _____." This title is a courtesy designation that does not signify a formal association with or employment by FSU. Visitor may not claim an FSU affiliation for the purpose of applying for grants and contracts. Nor may the Visitor claim any affiliation with FSU in any publications, presentations, or other professional activities. They should not include this designation on their curricula vitae. Visitor's title does not confer upon Visitor status as an employee of FSU or any benefits other than those set forth in this agreement.

ARTICLE 10 - Non-Use of Names

Each Party agrees that it will not use the name, trademark, or other identifier of the other Party for any advertising, promotion, or other purpose without the express prior written consent of the other Party.

ARTICLE 11 - Public Records

Visitor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Visitor in conjunction with this Agreement. Provided, however, that such public access shall not apply to materials that relate to methods of manufacture or production, potential or actual trade secrets, patentable or potentially patentable material, business transactions, or proprietary information received, generated, ascertained, or discovered in conjunction with this Agreement, which materials shall be treated in accordance with the legal rights of those persons or entities having the proprietary or other legal interest therein. Visitor's refusal to permit public access pursuant hereto shall be grounds for the University to unilaterally terminate this agreement immediately.

ARTICLE 12 - Assumption of Risk and Waiver of Liability

Visitor hereby ASSUMES ALL THE RISK of participating in the activities described herein and RELEASES FROM LIABILITY, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Florida State University, the FSU Board of Trustees, the Florida Board of Governors and the State of Florida; and their officers, servants, agents, or employees, including students participating in the Activities, for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, involving Visitor or Visitor's property. Visitor further agrees that this agreement shall bind the members of Visitor's family and spouse, heirs, assigns and personal representatives.

ARTICLE 13 - Governing Law

This agreement shall be construed in accordance with the laws of the State of Florida.

ARTICLE 14 –

This Agreement (and its appendices, if any) constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by Visitor and an authorized representative of FSU.

SIGNATURES

Unpaid Visiting Scholar/Researcher:

Signature

Date

Printed Name: _____

Florida State University Board of Trustees, on behalf of Florida State University

FSU Faculty Host

Signature

Date

Printed Name: _____

Host Department Chair/Director

Host College Dean

Signature

Date

Printed Name: _____

Signature

Date

Printed Name: _____

Copies of this Agreement should be maintained by all signatories for a period of five (5) years from the expiration date of this Agreement. A copy of this fully-executed Agreement must be sent to the Office of Research Compliance Programs.