

OLD DOMINION UNIVERSITY
VOLUNTEER OR VISITING SCHOLAR AGREEMENT *rev 7*

This Agreement is made effective as of _____ 2010 (the "Effective Date") by and between Old Dominion University (hereinafter "ODU"), an agency of the Commonwealth of Virginia in Norfolk, Virginia and _____ (hereinafter referred to as "V /VS").

WHEREAS, the _____ research program and/or visit contemplated by this agreement is of mutual interest and benefit to the parties, and will further the knowledge, experience and skills of the Volunteer or Visiting Scholar (V/VS) and the instructional and research objectives of ODU in a manner consistent with its status as an institute of higher education;

NOW, THEREFORE, the parties hereto agree to the following terms, as a condition of V/VS's visit or participation in the research project:

- 1. PURPOSE.** The V/VS understands that ODU

agrees that there is to be no monetary compensation, other than reimbursement of expenses at ODU's discretion and that which may be available under clause 7c herein, if V/VS is deemed to be an inventor on patentable technology resulting from the research project.

- 3. TERM.** The term of this agreement is for _____ (__) months/year. If neither party terminates the agreement in the initial or subsequent term, the agreement shall be renewed automatically on an annual basis until terminated by either party. Either party may terminate future performance of the agreement at will upon written notice to the

V/VS

6. **PUBLICATIONS.** ODU shall be free to publish the results of the Research. Any publications shall give appropriate recognition to the contributions made by the V/VS. V/VS agrees not to publish any portion of the Research without the express written permission of the Vice President of Research of ODU

7. **PATENTS AND INVENTIONS.** The basic policy of ODU, and one of the purposes of this Agreement, is to ensure that the results of Research are applied in a manner which best serves the interests of ODU and the public, while also protecting the interests of the V/VS and ODU.
The V/VS shall have access to data, information, and inventions created during his/her participation of this research project within the context of this agreement and may use the same freely for his/her own personal and/or non-commercial research purposes, unless prohibited by law or prior agreement. In furtherance of this purpose and policy, the following provisions are mutually agreed to:

such information to any foreign person or entity, whether within the US or abroad, without obtaining appropriate export authorization in advance. The Parties acknowledge their awareness that intentional violation of such export requirements may constitute a crime.

12. **FORCE MAJEURE.** Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any other conditions of whatsoever nature or description beyond their reasonable control.
13. **SEVERABILITY.** All provisions of this Agreement shall apply only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of other provisions of this Agreement shall not be affected thereby.
14. **RIGHTS AND OBLIGATIONS.** The rights and obligations of this shall survive and continue after any expiration or termination of this Agreement and shall bind the parties and their legal representative, successors, heirs, and assignees. The V/VS agrees to comply, and to do all things necessary for ODU to comply, with all applicable Federal, State and local laws, regulations and ordinances, insofar as they relate to the Research.
15. **WAIVER OF RIGHTS.** No waiver of any right or remedy hereunder by either of the parties shall be deemed to be a waiver of any subsequent right or remedy. Nothing herein shall be deemed a waiver of ODU's sovereign immunity.
16. **ENTIRE AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OLD DOMINION UNIVERSITY

VOLUNTEER OR VISITING SCHOLAR (V/VS)

Signature _____

Signature _____

Print name: _____

Print name: _____

Title: _____ Date _____

Date: _____

Office of Research, Old Dominion University,
4111 Monarch Way, Suite 203
Norfolk VA 23529 USA

Citizen of _____

Permanent Address

Print name of Department hosting V/VS

Signature of Dean Date

City _____ State _____

Signature of Chair of Dept. Date

Postal Code _____ Country _____

Print name of Professor hosting V/VS

Tel _____

Email _____

Employer of V/V