

These guidelines are tentative

Visiting Scientists/Researchers

In pursuit of the highest level of scholarship, the University encourages faculty members to seek collaboration opportunities with colleagues and students affiliated with other organizations. These joint efforts often require the use of University facilities and resources. This guidance explains how to collaborate with visiting scientists while protecting the rights of sponsors and complying with University policies and Federal regulations.

The term “visiting” means anyone who will be working, researching, training or observing in a University facility/program but who is not subject to the University’s employee or student policies. Some examples of visiting scientists include: (1) individuals who work for another organization or receiving financial support from that organization; (2) individuals who are not currently registered for classes at DU; and (3) any other individuals who are external collaborators, consultants, or observers.

Chairs, deans, and sponsoring faculty should execute a Visiting Scientist/Researcher Agreement prior to the arrival of the visitor. This agreement ensures the work is conducted safely and professionally. The agreement also includes a waiver of risk regarding the University facilities. The University makes no warranty regarding its premises, facilities, equipment. This agreement also clarifies that unless otherwise agreed to the University will own all intellectual property generated in the collaboration. A visiting scientist will be treated as a University employee for the purposes of intellectual property.

The visiting scientist must not disclose any trade secrets or confidential information that are the possession of her prior employer or place of research. That information is the intellectual property of that institution and can not be used by the University or its employees without a formal agreement in place.

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Agreement form

Single form to inform and notify Dean, ORSP, TTO ...who else APR or Provost, HR

1. Visitor
 - a. Name
 - b. Affiliation
 - c. Arrival date
 - d. Departure date
 - e. Collaboration description
2. Sponsoring Faculty/unit identifier
 - a. Unit and chair/ Dean
 - b. Sponsoring faculty member / Rank
 - c. Sponsored Programs involved
 - i. Grant #
 - ii. Sponsoring Agency
 - iii. Agreement type (Grant or Contract)
 - d. Facilities likely to be utilized (does not need to be comprehensive)
3. Applicable policies
 - a. Confidentiality??
 - b. Data transfer
 - c. IRB, IBC etc.
4. Intellectual Property
 - a. Pre existing IP that likely to be used during collaboration (the University)
 - i. Data sets, technology, patents, etc.
 - ii. Require visitor to sign a non-disclosure agreement regarding any pre existing University-owned IP (patents being filed, trade secrets, etc.)
 - b. Pre existing IP that likely to be used during collaboration (visitor)
 - i. Data sets, technology, patents, etc.
 - c. If new IP generated
 - i. Generally
 1. Timeliness of disclosure to the University of the invention, applies to any invention discovered, conceived, developed, and/or reduced to practice:
 - a. During the term of work at the University
 - b. Using DU funds or facilities
 - c. Which is first reduced to practice in connection with visit
 2. Maintain laboratory documentation to be used for the protection of IP
 3. Prior to the completion of the association with the University disclose all IP generated by the relationship (whether owned by the University, shared, or otherwise)

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4. If work is supported by grant or contract the visiting scholar agrees to comply with the IP provisions of that grant or contract
 - ii. DU owned
 1. Agree to do whatever is required to enable the University to protect the IP by meeting with a patent attorney, providing the necessary documentation, reviewing and/or signing documents from patent attorneys, even after termination of the association with the University
 - iii. Shared? Why shared?
 1. What criteria is used to determine how it is shared (financing organization, scientific input, work relationship, prior agreement with the visitor's home university)
 - d. Methods of ensuring trade secrets or confidential information from prior employer is not released to the University
5. Signature of Dean, Chair, faculty sponsor and visitor