

Summary of the Corporate VSA Terms and Contacts for Negotiation and Execution.

Summary: The purpose of the Visiting Scientist Agreement (“VSA”) is to formalize the “Permission” being granted by Yale at the request of a faculty member who wishes to host a corporate partner on campus. The corporate partner understandably would like to access the intellectual and physical resources of the university, but is cognizant that such Permission cannot generate costs and liabilities to Yale, the relationship must be “breakeven” for the hosting faculty and for Yale in terms of expense, though it is expected that all parties will experience a net benefit from the interaction.

The Permission to be granted is for a finite period of time and in the context of the specific purpose, the “Research”, that is the reason for the request by the hosting faculty member. The VSA is designed to enable a productive interaction, but not at the financial or intellectual property expense of Yale. Further the VSA insulates Yale from the potential liabilities that might result from the presence of a visiting scientist on campus.

The VSA recognizes that there is a commercial purpose for the expense the visiting scientist will generate for the participating company, so there are terms that reasonably give the company an opportunity to have the benefit of the fruits of the on-site collaboration.

With this background and context, here are some basic concepts that are contained within the VSA. It is recommended that as early as possible in the discussion of a Permission that all parties be made aware of these concepts and terms:

- The Permission is granted for the purpose of performing a specific project, the Research. The Research should be well defined and the time-frame of the Permission should be reasonable for the completion of the Research (See Article 1.1).
- The Visiting Scientist shall be expected to abide by Yale policies (See Article 1.5)
- The Visiting Scientist must be an employee of the company for the duration of the Permission (See Article 2). In the event the Visiting Scientist ceases to be an employee of the company, the VSA shall terminate immediately (See Article 6.3).
- In order that the Research and the Permission does not generate expense to Yale, there must be a budget for the VSA. This shall be inclusive of overhead at the applicable rate for the duration of the Permission (See Article 3). This is not a negotiable term and should be made clear as early as possible to avoid any misunderstandings.

- Any Materials brought to Yale shall be subject to the procedures of the Environmental Health and Safety (See Article 4).
- Yale shall own the intellectual property developed in the course of the Research and arising from the Permission (See Article 5.2). This is not a negotiable term and should be made clear as early as possible to avoid any misunderstandings. This term is critical to protect the intellectual property of Yale well beyond the scope of the Research.
- Yale provides an opportunity to the company to access the intellectual property generated in the performance of the Research via an option (See Article 5.3).
- The VSA contains provisions of Confidentiality (See Article 7) and Publication (See Article 8). There shall be restrictions on publication by Yale; there are certain restrictions on publication by the company.
- The company shall indemnify Yale against any consequences arising from the VSA (See Article 10).

Contacts:

- The VSA shall be implemented by the Grants & Contracts Administration. Initial Contact: donald.deyo@yale.edu
- Intellectual property matters and licensing issues shall be addressed to the Office of Cooperative Research. Initial contact: david.lewin@yale.edu
- Issues related to the physical transfer of materials to Yale for the performance of the Research shall be addressed by Environmental Health and Safety. Initial contact: <http://www.yale.edu/ehs>