**OFFER LETTER TO**

**DOMESTIC VISITING RESEARCHERS**

**FROM UNIVERSITIES OR GOVERNMENT AGENCIES**

**[Name and address of visitor]**

Dear **[Visitor]**,

On behalf of **[insert department and college]** at the University of Maryland (“UMD”), it is my pleasure to extend this invitation to for **[visitor]** to enter into a temporary arrangement as **[name of proposed ARS title; e.g., Visiting Research Associate]** within **[department or other unit]. [Name of UMD host faculty member], [title and affiliation of host faculty member]** will serve as **[visitor’s]** host. **[Visitor]** will work with him/her on **[insert description of research and project titles].** This invitation is subject to the following conditions:

1. **[add any conditions, such as access to equipment; if no conditions, delete this section and the previous sentence]**

**[Visitor]** will visit UMD during **[sabbatical leave/semester].** His/her visit will commence in **[month year]** and end **[month year]** (the “Term”), the exact dates to be confirmed at a later time. UMD and/or **[visitor]** may terminate this visit at any time by giving written notice to all parties.

**[Visitor]** will not be employed by UMD and UMD will not provide any financial remuneration or benefits to **[visitor].** **[Visitor]**’s position is not governed by or subject to the University System of Maryland or UMD Policy on Appointment, Rank and Tenure of Faculty.

**[Visitor]**’s participation in UMD research will be conducted in accordance with the terms of any sponsored research agreements that are in place for the anticipated research and federal laws and regulations related to such research. **[Visitor]** agrees to comply with any requirements set forth by UMD for the receipt, handling, distribution, and usage of any technology provided to **[visitor]** during his/her visit.

UMD policies and procedures, including those regarding publications and conflicts of interest will apply to **[visitor]** and his/her work during the term of his/her visit. Policies may be found at <http://www.president.umd.edu/policies/>. In order to accommodate conflicts between UMD’s intellectual property policy (which gives UMD ownership of intellectual property created by visiting researchers under sponsored research agreements or using UMD resources) and the policy of [**visitor’s organization, if a university or government agency**] (which likely gives it ownership of intellectual property **[visitor]** creates while at UMD), UMD waives its policy of exclusive ownership and agrees that any intellectual property [**visitor**] creates while at UMD will be jointly owned by UMD and [**visitor’s organization**]. Intellectual property shall be disclosed to each party in accordance with its policies. [V**isitor**] will and hereby does assign to the University of Maryland and [**visitor’s organization**] a joint, undivided right and interest in any and all intellectual property conceived or first reduced to practice exclusively by [**visitor**] or jointly by him/her and UMD employees and/or students in the course of conducting research at UMD or developed with the use of UMD equipment or resources. The parties agree to decide jointly whether to commercialize jointly owned intellectual property. Notwithstanding the foregoing, if intellectual property rights are set forth in a separate research agreement between UMD and **[visitor’s organization]**, the intellectual property provisions of that separate research agreement will take precedence over this letter. Intellectual property developed prior to having a fully-executed separate agreement in place will be governed by this letter.

Any disagreements that may arise during **[visitor]**’s visit between UMD and **[visitor]** will be governed by the laws of the State of Maryland excluding its conflicts of laws rules.

This letter states the entire agreement between **[visitor]** and UMD regarding **[visitor]**’s status and participation in **[department/unit]** research. This agreement may not be modified except by a written amendment to this letter signed by **[visitor]** and an authorized official of UMD.

This invitation and agreement are contingent upon (a) receipt from **[visitor]** of this letter signed by **[visitor]**; (b) approvals and signatures of the UMD administration as indicated on the signature page; and (c) **[visitor]**’s compliance with Maryland policies and procedures and compliance with State and Federal laws and regulations. If these conditions are not met, this invitation will automatically become void. Please contact **[name, title and contact information of department contact],** in the event of any questions about this offer.

Please sign this letter below to signify acceptance of this offer, and return one original to me as soon as possible. After receiving the signed agreement, **[department/unit contact person]** will submit the required information to allow access to UMD’s facilities. Upon receipt of approval from the UMD administration, we will return a copy of the fully executed original to you. Until such approval is provided, this letter agreement constitutes an offer only and not a contract. Feel free to contact **[names of UM contacts]** with any questions you may have.

Sincerely,

**[Name of department/unit head]**

**[Title and affiliation]**

**Accepted and agreed to:**

By:

**[Signature of visitor]** Date

By:

**[Signature of Visitor’s Organization’s Authorized Official]** Date

**University of Maryland Approvals: [obtain approvals in the order listed]**

By:

**[Signature and title of Faculty Host]**  Date

**[Department/unit]**

By:

**[Signature and title of department/unit head]**  Date

cc: **[department contact's name, phone, email]**