

Sabbatical Relationships at Another Organization; Foreign or Domestic

This form is suitable for use by Cornell faculty who have secured formal approved Sabbatical Leave from Cornell pursuant to Policy 6.2.1. Sabbatical Leave contemplates approve leave from Cornell while pursuing professional opportunities for research, teaching, and outreach activities. The form reconciles pre-existing obligations to Cornell with those of the Host organization (paid or unpaid).

1. _____ (“Visiting Scientist” or “Researcher” or “Appointee”) has arranged engagement activities at _____ (“Host”) for an agreed upon term. Visiting Scientist is on approved leave from Cornell University to pursue the agreed upon activities between Host and the Visiting Scientist. This form is merely an acknowledgement by both the Host organization and Visiting Scientist that certain pre-existing obligations to Cornell University survive Visiting Scientist’s engagement with Host while on Leave from Cornell University.
2. Host acknowledges that Visiting Scientist is required to comply with the provisions of Cornell Policy 1.5 governing intellectual property assignments, these pre-existing obligations were effective upon the commencement of Visiting Scientist’s work at Cornell, and include certain pre-existing or continuing obligations while Visiting Scientist is on Leave from Cornell University and engaged with Host. Specifically, Host acknowledges Visiting Scientist has pre-existing obligations surrounding or implicating pre-existing or background intellectual property (“Background IP”) of Cornell University.
3. Visiting Scientist agrees and acknowledges they are on formal and approved Leave from Cornell and while engaged with Host, and agrees to commit best efforts to: a) maintain separation between any Background IP of Cornell University from Visiting Scientist’s activities on behalf of the Host organization; and b) not perform any work for Cornell while making substantial use of Host’s equipment, networks, data or resources.
4. Nothing contained herein or in the relationship of Visiting Scientist and Host is intended to claim or create rights to any party’s intellectual property or Background IP, including third parties.
5. The parties agree that joint intellectual property is not anticipated to result from Visiting Scientist’s engagement with the Host. Effective upon commencement of Visiting Scientist’s engagement with the Host, or the commencement of any use of Host resources or facilities, Visiting Scientist agrees to comply with Host’s policies and procedures surrounding all activities with the Host, including intellectual property reporting and disposition, *provided however*, if the disclosure of an invention or IP implicates the material involvement of Cornell Background IP, a joint disclosure to Cornell and Host is necessary to reconcile the disposition of a subject invention or intellectual property.
6. Host also acknowledges Visiting Scientist may have current or prospective legal and regulatory obligations under applicable U.S. laws, privacy laws, U.S. Export Control regulations, and/or applicable anti-corruption and anti-bribery laws.
7. Electronic signatures and those transmitted by facsimile or portable document format (PDF) shall be deemed valid as original signatures.

Visiting Scientist or Researcher

Signature: _____ Date: _____
 Printed Name: _____ Cornell Title: _____
 Cornell Department: _____

Acknowledged and accepted this _____ day of _____, 20____ by Host Organization

Host Organization

Signature: _____
 Printed Name: _____
 Title: _____