

## GRADUATE STUDENT EXTERNSHIP AGREEMENT

**This Externship Agreement** outlines rights and responsibilities associated with the proposed Externship between \_\_\_\_\_ (“Host” or “Host Laboratory”), located at \_\_\_\_\_ and **the Rector and Visitors of the University of Virginia** (“University”), a not-for-profit state institution with administrative offices at the Office of Sponsored Programs, 1001 North Emmet Street, Charlottesville, Virginia 22903. Host Laboratory and University are referred to individually as a “Party” and collectively as “Parties.”

### **SECTION 1- PURPOSE**

This externship is intended to give graduate students in good standing relevant industry research experience and training to complement academic coursework. University’s graduate student \_\_\_\_\_ (the “Extern”) is currently registered as a student; the Extern’s advising faculty member \_\_\_\_\_ supports the Extern’s proposed participation in scientific research and laboratory experience at Host’s facilities (the “Externship”).

The Extern’s activities and responsibilities while on Host’s premises will conform to the terms and conditions of this Agreement, and the Agreement will be governed and interpreted in accordance with the laws of the Commonwealth of Virginia.

### **SECTION 2 - TERM**

The Parties anticipate the Externship will begin on or around \_\_\_\_\_ and end on or around \_\_\_\_\_. The Externship activities may be extended upon mutual, written agreement of the Parties. The Extern accepts that the Host Laboratory may terminate the Externship at any time upon written notice

### **SECTION 3 - CONFIDENTIALITY**

The Extern may be exposed to Confidential Information belonging to Host Laboratory. By signing below, the Extern acknowledges that Host’s Confidential Information may not be publically disclosed. Such Confidential Information may include the following:

- Data, samples, materials, products, information (oral or written), drawings, sketches, and other information that is non-public, of a sensitive or proprietary nature, or otherwise originated, owned, controlled or possessed by Host;
- Information Host has marked or otherwise identified as "CONFIDENTIAL" or "PROPRIETARY";
- Any and all information related to Host’s business, financials, operations, product lines, technology, customers, partners or affiliates;
- Any of the above information that may be incorporated by Extern in notes, analyses, documents or materials produced in connection with the Externship.

University will ensure the Extern understands the obligations of confidentiality associated with the Externship. By signing below, the Extern agrees to abide by the obligations and to consult with the appropriate supervisor at the Host Laboratory and University faculty advisor if questions arise regarding whether information may be publically disclosed. Host Laboratory will report any

concerns about Extern's compliance to University. The obligation of confidentiality will remain in force for ten years from the end of the Externship.

**SECTION 4 – DUTIES, INTELLECTUAL PROPERTY, AND PUBLICATIONS**

While at the Host's facilities, the Extern will abide by Host's general policies and procedures regarding safety and use of laboratory facilities. Extern will be subject to Host's expectations of conduct and particularly to discretion. The Extern shall maintain confidentiality and professional behavior, and will not reveal any confidential information of either University or the Host Laboratory to any third party, or to any University or Host Laboratory staff members who are not entitled to data or documents to which Extern has access during the Externship.

Existing inventions and technologies of Host and University are the separate property of each Party and are not affected by this Agreement. Creation of new inventions, technologies or other intellectual property by the Extern while in Host's facilities are property of the Host Institution. For the avoidance of doubt, Extern will be free to use techniques or non-proprietary scientific know-how obtained during the Externship, but will not use scientific data generated during the Externship for outside purposes, unless such use was anticipated and is described in an Exhibit attached to this Agreement, or is added by mutual consent as an amendment signed by the Parties.

If appropriate, University and Extern agree that prior to any public disclosure manuscripts will be submitted for Host review at least thirty days prior to planned submission, or fifteen days prior for abstracts, posters or oral presentations. If so requested during the review period, University will remove Host Laboratory's Confidential Information, and will delay publication for a reasonable period to permit Host to protect its intellectual property.

**SECTION 5 – COMPUTER USAGE**

During the Externship, the Extern may only use computer resources for which the Extern has been granted access and only to the extent authorized. Extern's signature below indicates agreement to comply with Host Laboratory's policies and procedures concerning computer security. University and Extern acknowledge that Host retains the right to review without notice any and all electronic mail communications, Externet usage and other records of Extern's use of Host's computers or communication systems.

**SECTION 6 - MODIFICATION, TERMINATION**

Any amendment to this Agreement must be made in writing and endorsed by both parties.

This Agreement may be cancelled by either Party, particularly in case of breach by the other Party of any contractual obligation, with the courtesy of advance notice where practicable.

[Signatures on next page]

THE RECTOR AND VISITORS OF THE  
UNIVERSITY OF VIRGINIA

\_\_\_\_\_  
By \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Extern:

I have read and understand my obligations hereunder as a graduate student of the University of Virginia and as an Extern at the Host Institution. By signing this Agreement I agree to abide by the terms and conditions.

By \_\_\_\_\_

Date: \_\_\_\_\_