

ACKNOWLEDGEMENT OF RISK AND RELEASE

for

Visiting Personnel NOT Using Princeton University Research Equipment or Funds

THIS AGREEMENT CONCERNS YOUR LEGAL RIGHTS – PLEASE READ AND UNDERSTAND BEFORE SIGNING

I, the undersigned, accept and agree to the following terms and conditions in consideration for my appointment as a Visitor by the Office of the Dean of the Faculty of Princeton University (“Princeton” or the “University”).

1. No Research. I represent and warrant that I will not engage in or perform any research activities using research equipment or University funding that could result in the creation or development of intellectual property such as inventions or computer software in connection with my appointment as a _____ at Princeton.
2. No Access to Research Facilities. I understand that I am not authorized to utilize Princeton’s research equipment or research facilities (not including the library) in any capacity and I certify that I will not do so without the prior written permission of Princeton. I acknowledge that any such use of the research facilities, equipment, or funding will be subject to Princeton’s policies, including its Intellectual Property policy, such that Princeton would have certain rights to any inventions or other intellectual property that I create.
3. Appropriate Conduct and Compliance with University Rules. I agree to act in accordance with all applicable laws and governmental, University and departmental policies, rules and regulations that pertain to my conduct on campus, in University facilities, or otherwise associated with my activities as a visitor. I agree that Princeton officials may require me to leave the campus and/or terminate my visiting appointment if they believe that I have violated a law, policy, rule or regulation or if they believe that my conduct is inappropriate.
4. Appropriate Use of Princeton Information. I agree not to disclose or to use, directly or indirectly, any proprietary or confidential research, data, personal data, or other similar information of which I may become aware as a result of my activities at Princeton.
5. ASSUMPTION OF RISK AND RELEASE OF CLAIMS. I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my appointment. To the maximum extent permitted by law and except for personal injuries caused by Princeton’s gross negligence or willful misconduct, I release Princeton, its current and former trustees, officers, faculty, staff, representatives, volunteers, employees, students, and agents, and their respective heirs and assigns, from any and all claims, losses, expenses, damages, or liabilities which I may incur or suffer, arising out of or related to my appointment.
6. INDEMNIFICATION. *I agree to indemnify Princeton, its current and former trustees, faculty, staff, representatives, volunteers, employees, students, and agents, and their respective heirs and assigns, against any and all third-party claims, actions, suits, procedures, costs, expenses, damages, and liabilities (including reasonable attorneys’ fees) (collectively “Claims”), arising out of or related to my appointment, but only in proportion to and to the extent that such Claims result from or are caused by my negligence, willful misconduct, violation of law, or breach of this agreement.*
7. I agree to comply with US government export control and sanctions regulations. These laws and regulations control the export of specific information, technology, software and services to foreign countries, as well as to foreign persons in the US. While Princeton’s academic activities are generally exempt from export controls, I understand that Princeton may review all activities involving an export

or sanctioned country transaction with a foreign person, entity or country to ensure compliance with US export control regulations. Such activities may require an export license or other US government authorization. I agree to cooperate with any such review and to comply with any recordkeeping, certification, license, security measure or other action that may result from the review.

9. Required Visas and Licenses. I understand that my opportunity to visit Princeton is subject to and contingent upon my having or obtaining any and all required US government approvals or authorizations (including the appropriate visa or resident alien status) to permit my entry into, and lawful status within, the United States, for the activities taking place during my visit.

I have carefully read this Acknowledgement of Risk and Release before signing it. This agreement shall be governed by the laws of the State of New Jersey (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or related to this agreement or any other document relating to my visit to Princeton. I certify that I am at least 18 years old.

Signed: _____  Date: _____

Name (print) _____