

NIST-1296 (REV. 1-02) ADMAN 5.13	U.S. DEPARTMENT OF COMMERCE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY	DOCUMENT NUMBER (FOR USE BY OFFICE OF TECHNOLOGY PARTNERSHIPS)
DOMESTIC GUEST RESEARCHER AGREEMENT		AGREEMENT <input type="checkbox"/> NEW <input type="checkbox"/> EXTENSION

THE PRIVACY ACT OF 1974 (5 U.S.C. 552A) REQUIRES THAT YOU BE GIVEN CERTAIN INFORMATION IN CONNECTION WITH THE REQUEST FOR INFORMATION ON THIS FORM. THE AUTHORITY FOR THE COLLECTION OF THIS DATA IS 5 U.S.C. 301. FURNISHING THIS INFORMATION IS VOLUNTARY. THE EFFECT OF NOT FURNISHING THE REQUESTED INFORMATION IS THAT YOU WILL NOT BE CONSIDERED AS A PARTICIPANT IN THE DOMESTIC GUEST RESEARCHER PROGRAM. RELEVANT RECORDS OF THE DOMESTIC GUEST RESEARCHER RECORD SYSTEM MAY, AS A MATTER OF ROUTINE USE, BE PROVIDED TO: (A) A FEDERAL, STATE, LOCAL OR FOREIGN AGENCY, IN RESPONSE TO ITS REQUEST, RESPONSIBLE FOR INVESTIGATING OR PROSECUTING CONTRACTS, CRIMINAL, CIVIL OR REGULATORY VIOLATIONS; MAINTAINING ENFORCEMENT OR OTHER PERTINENT INFORMATION, SUCH AS CURRENT LICENSES, ISSUANCE OF SECURITY CLEARANCES, LETTING OF CONTRACTS; FOR HIRING, RETENTION OR ASSIGNMENT ISSUES; (B) RESPOND TO FREEDOM OF INFORMATION ACT REQUESTS (5 U.S.C. 552); (C) A CONTRACTOR OF THE DEPARTMENT HAVING A NEED FOR THE INFORMATION IN THE PERFORMANCE OF A CONTRACT; OR (D) THE GENERAL SERVICES ADMINISTRATOR, OR HIS DESIGNEE, DURING AN INSPECTION OF RECORDS AS A PART OF THE AGENCY'S RESPONSIBILITY TO RECOMMEND IMPROVEMENTS IN THE RECORDS, MANAGEMENT PRACTICES, AND PROGRAMS.

DOMESTIC GUEST RESEARCHERS AND NIST STAFF ARE REMINDED THAT THE ECONOMIC ESPIONAGE ACT OF 1996 PROHIBITS THE THEFT OR INTENTIONAL CONVERSION OF TRADE SECRETS TO THE ECONOMIC BENEFIT OF ANYONE OTHER THAN THE OWNER OF THE TRADE SECRETS. PENALTIES FOR VIOLATION OF THIS LAW INCLUDE PRISON TERMS OF UP TO TEN YEARS AND LARGE FINES. THUS, YOU MUST NEVER KNOWINGLY DISCLOSE OR USE ANY TRADE SECRETS THAT YOU OBTAIN WHILE AT NIST OR FROM NIST EMPLOYEES. AT THE CONCLUSION OF YOUR APPOINTMENT AT NIST, YOU MUST RETURN ALL TANGIBLE COPIES OF TRADE SECRETS TO NIST.

NAME (LAST, FIRST, MIDDLE)	NIST OFFICE ADDRESS (BUILDING AND ROOM)	NIST TELEPHONE NUMBER
CITIZENSHIP	ARRIVAL DATE	DEPARTURE DATE

NIST HOST DIVISION NUMBER	<input type="checkbox"/> GAITHERSBURG <input type="checkbox"/> BOULDER	NAME	NIST OFFICE ADDRESS (BUILDING AND ROOM)	NIST TELEPHONE NUMBER
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EMERGENCY CONTACT (PERSONAL) NAME	TELEPHONE NUMBER
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EMPLOYER/HOME ORGANIZATION (NAME, ADDRESS, TELEPHONE NUMBER, AND CONTACT PERSON)	SPONSOR (NAME AND ADDRESS)
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RESEARCH PLAN (INCLUDE SCIENTIFIC PROJECT, FACILITIES, AND SCHEDULE OF ATTENDANCE)	
PROJECT TITLE:	
FACILITIES:	
SCHEDULE OF ATTENDANCE:	
RESEARCH PLAN:	
DOES THIS RESEARCH INVOLVE THE USE OF HUMAN OR ANIMAL SUBJECTS?	
<input type="checkbox"/> YES. PLEASE ATTACH APPROPRIATE EXEMPTION OR IRB APPROVALS.	<input type="checkbox"/> NO

ESTIMATED WORK YEARS (PER FY)	GS EQUIVALENCY	SPONSOR TYPE (CODE)
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EDUCATION (THREE HIGHEST DEGREES OF EDUCATION)			
NAME AND LOCATION OF INSTITUTION	SUBJECTS STUDIED	YEARS ATTENDED	DEGREES AWARDED

DOMESTIC GUEST RESEARCHER CONDITIONS

DOMESTIC GUEST RESEARCHER. THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY(NIST) ACCEPTS DOMESTIC GUEST RESEARCHER TO WORK WITH NIST TECHNICAL STAFF AND TO USE NIST FACILITIES UNDER THE CONDITIONS STATED IN THIS AGREEMENT. THIS DOMESTIC GUEST RESEARCHER AGREEMENT WITH NIST IS EFFECTIVE WHEN SIGNED BY ALL PARTIES.

THE DOMESTIC GUEST RESEARCHER AGREEMENT IS USED WHEN NON-NIST RESEARCHERS COLLABORATE WITH NIST ON RESEARCH AND DEVELOPMENT PROJECTS OF MUTUAL INTEREST.

LIMITATIONS ON DOMESTIC GUEST RESEARCHER ACTIVITIES. UNLESS AN EXPLICIT EXCEPTION IS APPROVED BY NIST, THE DOMESTIC GUEST RESEARCHER SHALL NOT WORK ON CRADA PROJECTS OR OTHER PROJECTS IN WHICH ANOTHER ORGANIZATION'S TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY MAY BE INVOLVED.

GUEST WORKER AGREES TO RETAIN AS CONFIDENTIAL FOR A PERIOD OF 5 YEARS RESULTS OF CALIBRATIONS PERFORMED UNDER THE NIST CALIBRATION PROGRAM.

CONDUCT AND TERMINATION. THE DOMESTIC GUEST RESEARCHER'S ACTIVITIES ON THE PREMISES OF NIST WILL AT ALL TIMES CONFORM TO THE ADMINISTRATIVE INSTRUCTIONS AND REQUIREMENTS OF NIST AND THE DEPARTMENT OF COMMERCE, INCLUDING REPORTING ANY NEW HUMAN OR ANIMAL SUBJECT RESEARCH. IT IS UNDERSTOOD THAT THIS DOMESTIC GUEST RESEARCHER AGREEMENT MAY BE TERMINATED AT ANY TIME BY NIST, THE DOMESTIC GUEST RESEARCHER, OR THE DOMESTIC GUEST RESEARCHER'S EMPLOYER.

INTELLECTUAL PROPERTY, PATENTS, COPYRIGHTS. THE DOMESTIC GUEST RESEARCHER SHALL PROMPTLY REPORT TO NIST, USING FORM CD-240, INVENTION DISCLOSURE AND RIGHTS QUESTIONNAIRE, ANY INVENTIONS CONCEIVED IN WHOLE OR IN PART UNDER THIS AGREEMENT. JOINT INVENTIONS WILL BE JOINTLY OWNED. SOLE INVENTIONS WILL BE OWNED BY THE INVENTING PARTY. NIST RESERVES THE RIGHT TO A NONEXCLUSIVE, NONTRANSFERABLE, IRREVOCABLE, PAID-UP LICENSE TO PRACTICE OR HAVE PRACTICED FOR OR ON BEHALF OF THE UNITED STATES GOVERNMENT ANY SUCH INVENTION THROUGHOUT THE WORLD. SOFTWARE AND DATA PREPARED BY NIST EMPLOYEES, AND SOFTWARE AND DATA PREPARED JOINTLY BY NIST EMPLOYEES AND THE DOMESTIC GUEST RESEARCHER ARE NOT SUBJECT TO COPYRIGHT IN THE UNITED STATES PURSUANT TO SECTION 105 OF TITLE 17 OF THE UNITED STATES CODE.

PUBLICATIONS. DOMESTIC GUEST RESEARCHER PUBLICATIONS RESULTING FROM WORK UNDER THIS DOMESTIC GUEST RESEARCHER AGREEMENT MUST CONFORM TO NIST PUBLICATION POLICIES.

COMPENSATION. EXCEPT FOR DOMESTIC GUEST RESEARCHERS WHO ARE U.S. GOVERNMENT EMPLOYEES OR WHO ARE WORKING UNDER THE AUSPICES OF A FEDERAL FUNDING AGREEMENT, DOMESTIC GUEST RESEARCHERS WAIVE ANY AND ALL CLAIM FOR COMPENSATION UNDER THIS AGREEMENT FROM THE U.S. GOVERNMENT FOR ANY SERVICE PERFORMED.

LIABILITY. NIST'S RESPONSIBILITY FOR THE PAYMENT OF CLAIMS FOR THE LOSS OF PROPERTY, PERSONAL INJURY OR DEATH, OR OTHERWISE ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION OF ITS EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF WORK UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE FEDERAL TORT CLAIMS ACT.

EXCEPTION (OFFICE OF TECHNOLOGY PARTNERSHIPS USE ONLY)

IS THE DOMESTIC GUEST RESEARCHER WORKING UNDER THE AUSPICES OF A FEDERAL FUNDING AGREEMENT?

YES (IF YES, CHECK APPROPRIATE AGREEMENT)
 GRANT/ FELLOWSHIP
 CONTRACT
 COOPERATIVE AGREEMENT
 SIMPLIFIED ACQUISITION

NO
 AGREEMENT NUMBER (FEDERAL AGENCY) _____

REQUESTING OFFICIAL (DIVISION CHIEF OR HIGHER) (SIGNATURE)	DATE	APPROVAL - OU DIRECTOR (SIGNATURE)	DATE
APPROVAL - OFFICE OF TECHNOLOGY PARTNERSHIPS (SIGNATURE)	DATE	DOMESTIC GUEST RESEARCHER (SIGNATURE)	DATE