

NIST-1291 (8-96) ADMAN 5.14	U.S. DEPARTMENT OF COMMERCE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY	AGREEMENT <input type="checkbox"/> NEW <input type="checkbox"/> EXTENSION
FOREIGN GUEST RESEARCHER AGREEMENT		
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 FOREIGN GUEST RESEARCHER PROGRAM. RELEVANT RECORDS OF THE FOREIGN 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 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.		
FOREIGN GUEST RESEARCHERS AND THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY 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 ASSIGNMENT AT NIST, YOU MUST RETURN ALL TANGIBLE COPIES OF TRADE SECRETS TO NIST.		
NAME (LAST, FIRST, MIDDLE)		CITIZENSHIP
DATE OF BIRTH (MONTH, DAY, YEAR)	PLACE OF BIRTH (CITY, STATE, COUNTRY)	SOCIAL SECURITY NUMBER
NIST HOST DIVISION NUMBER	NAME	MAIL ADDRESS (BUILDING AND ROOM)
		TELEPHONE NUMBER
PERIOD OF ASSIGNMENT ARRIVAL DATE		DEPARTURE DATE
EMPLOYER/HOME ORGANIZATION (NAME AND ADDRESS)		SPONSOR (NAME AND ADDRESS)
E-MAIL ADDRESS	TELEFAX NUMBER	EMERGENCY PERSONAL CONTACT
		TELEPHONE NUMBER
EDUCATION (LIST HIGHEST DEGREE OF EDUCATION)		
NAME AND LOCATION OF INSTITUTION	SUBJECTS STUDIED	YEARS ATTENDED
		DEGREES AWARDED
RESEARCH PLAN (INCLUDE SCIENTIFIC PROJECT AND FACILITIES)		
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 (FY) AND SCHEDULE OF ATTENDANCE	GS EQUIVALENCY	SPONSOR TYPE (CODE)

THIS AGREEMENT WITH NIST IS EFFECTIVE WHEN SIGNED BY ALL PARTIES. IT IS UNDERSTOOD THAT THIS AGREEMENT MAY BE TERMINATED AT ANY TIME BY EITHER NIST, THE FOREIGN GUEST RESEARCHER, OR THE GUEST RESEARCHER'S EMPLOYER/HOME ORGANIZATION. NIST ACCEPTS FOREIGN GUEST RESEARCHER TO WORK WITH NIST TECHNICAL STAFF AND TO USE THE FACILITIES OF NIST UNDER THE CONDITIONS STATED BELOW. THE FOREIGN GUEST RESEARCHER AGREES TO THE FOLLOWING:

THAT THEIR PUBLICATIONS RESULTING FROM WORK AT NIST WILL CONFORM TO NIST PUBLICATIONS POLICIES;

TO OBTAIN HEALTH INSURANCE COVERAGE FOR THE LENGTH OF THIS AGREEMENT;

TO WAIVE ANY AND ALL CLAIMS FOR COMPENSATION FROM THE U.S. GOVERNMENT FOR ANY SERVICES PERFORMED;

ACKNOWLEDGES THAT THE FEDERAL TORTS CLAIM ACT IS THE SOLE MEANS FOR SEEKING COMPENSATION FOR DAMAGES CAUSED BY THE WILLFUL OR NEGLIGENT CONDUCT OF FEDERAL EMPLOYEES OR AGENCIES;

UNLESS AN EXPLICIT WRITTEN EXCEPTION IS APPROVED BY NIST, THE FOREIGN GUEST RESEARCHER SHALL NOT WORK ON COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA) PROJECTS OR OTHER PROJECTS IN WHICH ANOTHER ORGANIZATION'S TRADE SECRETS MAY BE INVOLVED;

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TO AT ALL TIMES CONFORM THEIR ACTIVITIES ON NIST PREMISES TO THE ADMINISTRATIVE INSTRUCTIONS AND REQUIREMENTS OF NIST AND THE DEPARTMENT OF COMMERCE, INCLUDING REPORTING ANY NEW HUMAN OR ANIMAL SUBJECT RESEARCH; AND

TO DISCLOSE TO NIST, USING FORM CD-240, INVENTION DISCLOSURE AND RIGHTS QUESTIONNAIRE, ANY INVENTIONS MADE IN THE COURSE OF THE PROJECT. UNLESS SUPERSEDED BY TREATY, STATUTE, OR PRIOR WRITTEN AGREEMENT, NIST SHALL HAVE THE OPTION TO TAKE THE ENTIRE RIGHT, TITLE, AND INTEREST IN THE UNITED STATES TO ANY SUCH INVENTION ON BEHALF OF THE U.S. GOVERNMENT AND NIST SHALL RETAIN A NON-EXCLUSIVE, NONTRANSFERABLE, IRREVOCABLE, PAID-UP LICENSE TO PRACTICE OR TO HAVE PRACTICED ANY SUCH INVENTION WORLDWIDE FOR OR ON BEHALF OF THE UNITED STATES GOVERNMENT. SOFTWARE AND DATA PREPARED BY NIST EMPLOYEES, AND SOFTWARE AND DATA PREPARED JOINTLY BY NIST EMPLOYEES AND THE FOREIGN GUEST RESEARCHER, ARE NOT SUBJECT TO COPYRIGHT IN THE UNITED STATES PURSUANT TO SECTION 105 OF TITLE 17 OF THE UNITED STATES CODE.

IS FOREIGN GUEST RESEARCHER WORKING UNDER THE AUSPICES OF A NIST FUNDING AGREEMENT WITH A UNITED STATES UNIVERSITY OR A UNITED STATES COMPANY?

YES (IF YES, CHECK APPROPRIATE AGREEMENT)     
  GRANT/ FELLOWSHIP     
  CONTRACT     
  COOPERATIVE AGREEMENT     
  SIMPLIFIED ACQUISITION  
 NO     
 AGREEMENT NUMBER \_\_\_\_\_

REQUESTING OFFICIAL (SIGNATURE) (DIVISION CHIEF OR HIGHER)	DATE	APPROVAL - OU DIRECTOR (SIGNATURE)	DATE
APPROVAL - DIRECTOR, OFFICE OF INTERNATIONAL AND ACADEMIC AFFAIRS (SIGNATURE)	DATE	FOREIGN GUEST RESEARCHER (SIGNATURE) (IF NEW AGREEMENT, SIGNATURE WILL BE OBTAINED BY THE OFFICE OF INTERNATIONAL AND ACADEMIC AFFAIRS)	DATE

FINANCIAL SUBSISTENCE TO FOREIGN NATIONAL GUEST RESEARCHER

GUEST RESEARCHER (LAST, FIRST, MIDDLE NAME OR INITIAL)

EFFECTIVE DATE OF AGREEMENT	EXPIRATION DATE OF AGREEMENT	AGREEMENT LENGTH	TOTAL AMOUNT OBLIGATED BY FISCAL YEAR (SUBJECT TO AVAILABILITY OF FUNDS)
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STRS COST CENTER	AMOUNT MONTHLY	INITIAL PAYMENT PLUS ADDITIONAL EXPENSES
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INITIAL PAYMENT DATE	FINANCIAL SUPPORT FROM SPONSOR OR EMPLOYER
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FOR CHECK PICKUP RESPONSIBLE PERSON	TELEPHONE NUMBER	ALTERNATE	TELEPHONE NUMBER
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APPROVAL FOR FINANCIAL SUBSISTENCE DIRECTOR, OFFICE OF INTERNATIONAL AND ACADEMIC AFFAIRS (SIGNATURE)	DATE	APPROVAL FOR PAYMENT AUTHORIZATION OFFICE OF THE COMPTROLLER (SIGNATURE)	DATE
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FOREIGN GUEST RESEARCHER (SIGNATURE)	DATE
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