

Guidance for Personal Agreements with Foreign Entities

The University does not formally approve your personal agreements/contracts; however, there are aspects of an agreement you may need to be more mindful about when partnering with a foreign entity that you may not experience with a domestic entity. The University or a federal funding agency may request a copy, with translation, of your personal agreement to confirm compliance with institutional or regulatory requirements.

Examples of potential gaps or issues

- Lack of clarity around scope of activities and/or effort, could lead to conflict of commitment questions especially around your obligations to WU and funding agencies
- Create obligations that abrogate your ability to comply with university policies – e.g. strict confidentiality requirements, ownership of intellectual property (including data)
- Inaccurately translated contracts or no indication of which translation governs conflicts
- Ambiguous terms/scope could create unexpected obligations or allow the entity to take actions on your behalf
- Unclear compensation, payment details and other benefits
- Verbal modifications or deviations from the contract are not enforceable; if under scrutiny, what is in writing is what will be relied upon
- Entity may be on restricted/watch lists
- Lack of clarity on the term of the agreement or termination and whether it can be extended

Questionable contract examples are illustrated in an [Appendix](#) (pgs. 39-43 are most common examples) included in Congresses' Permanent Subcommittee on Investigations report: [Threats to the US Research Enterprise: China's Talent Recruitment Plans](#).

Best practices

- Seek personal legal counsel
- Define clearly your scope of work and responsibilities
- Amend the agreement if there is a change in your scope of work or time commitment or an extension of the agreement
- Cap the number of hours you will commit and avoid using percentages of effort
- Clearly specify the term of the agreement and termination point
- Require your prior approval before any grants or other applications are submitted on your behalf and prohibit commitments of your time without your written approval
- Specify how your name and role/appointment may be communicated (e.g. on its website)

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- Screen foreign entities (recommend contacting WU's [Export Controls Office](#) or use an online [consolidated screening list](#))
- Require independent 3rd party translation and specify in the contract the English version governs any conflicts between translations
- Clarify the personal, non-institutional nature of the activity and inform the other party of the applicability of WU's IP policies by including the following paragraph in your contract:
 - Notwithstanding anything herein to the contrary, [Entity] agrees that [Individual] serves [Entity] under this Agreement as an independent contractor, and not as an agent or representative of Washington University ("Institution"), that Institution exercises no authority or control over Individual while acting in such capacity, that Institution receives no benefit from such activity, that [Individual] and/or [Entity] cannot and will not make use of Institution resources or Institution managed funding in acting in such capacity, that Institution is not a party to this agreement, and that Institution makes no representations or warranties under this agreement and assumes no liability or obligation in connection with any such work or service undertaken by the Individual. [Entity] further agrees that any breach, error, or omission by [Individual] acting in such capacity or otherwise under this agreement, shall not be imputed or otherwise attributed to Institution. Moreover, nothing in this Agreement shall be read or understood to encumber, in any way, [Individual's] adherence to Institution's policies and any intellectual property that the Institution claims ownership of through the Institution's Intellectual Property Policy as such may be amended from time to time.