****

## Employee Contract

## Employee Information

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Full name: |  |  |  | Date: |  |  |
|  |  | Last | First | M.I. |  |  |  |  |
| Address: |  |  |  | Phone: |  |  |
|  |  | Street address | Apt/Unit # |  |  |  |  |
|  |  |  |  | Email:  |  |  |
|  |  | City | State | Zip Code |  |  |  |  |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Position applied for: |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Are you a citizen of the United States? |  | Yes [ ]  | No [ ]  |  |  |
|  |  |  |
| If no, are you authorized to work in the U.S.? |  | Yes [ ]  | No [ ]  |  |  |
|  |  |  |
| Have you ever worked for this company? |  | Yes [ ]  | No [ ]  |  | If yes, when? |  |  |
|  |  |  |
| Have you ever been convicted of a felony? |  | Yes [ ]  | No [ ]  |  | If yes, explain? |  |  |

**Contract**:

This Employment Contract (" Contract ") is made effective as of [Date], by and between Dr. Antentor Hinton Jr. ("Employer") of Name ("Employee"), at Vanderbilt University.

A. The Employer is engaged in conducting research. The Employee will primarily perform the job duties at the following location: Vanderbilt University.

B. The Employer desires to have the services of the Employee.

C. The Employee is an at-will employee of the Employer. Either party is able to terminate the Contract at any time.

Therefore, the parties agree as follows:

1. **Employment.** The Employer shall employ the Employee as a(n)      . The Employee accepts and agrees to such employment, and agrees to be subject to the general supervision, advice, and direction of the Employer and the Employers supervisory personnel. The Employee shall provide to the Employer the following services:

[Expected Duties]

The Employee shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to the Employee from time to time by the Employer.

2. **Best Efforts of Employee**. The Employee agrees to perform faithfully, industriously, and to the best of the Employee's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this cntract, to the reasonable satisfaction of the Employer. Such duties shall be provided at such place(s) as the needs, business, or opportunities of the Employer may require from time to time.

﻿﻿﻿

**3. Ownership of Research Data.** Any data, including raw data or computation frameworks that are acquired through materials, collaborations, and tools (including, but not limited to collaborators at Vanderbilt University) used or created on behalf of the Employer are the property of the Employer, unless otherwise formally agreed upon.

4. **Compensation of Employee**. As compensation for the services provided by the Employer under this Contract, the Employer will pay the Employee an annual salary of $Amount, payable in accordance with the Employer's usual payroll procedures and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that the Employee shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the Employee has not yet been paid, and for any commission earned in accordance with the Employer's customary procedures, if applicable. This section of the Contract is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

5. **Expense Reimbursement**. The Employer will reimburse the Employee for "out-of-pocket" expenses incurred by the Employee in accordance with the Employer's policies in effect from time to time. All expenses must be formally agreed upon by the Employer via email prior to charge, or reimbursement is not guaranteed.

6. **Recommendations for Improving Operations**. The Employee shall provide the Employer with all information, suggestions, and recommendations regarding the Employer's business and research, of which the Employee has knowledge, that will be of benefit to the Employer.

7. **Confidentiality**. The Employee recognizes that the Employer has and will have information regarding the following: and other vital information items (collectively, "Information" which are valuable, special, and unique assets of the Employer and the employer’s research. The Employee agrees that the Employee will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any items of Information to any third party without the prior written consent of the Employer. The Employee will protect the Information and treat it as strictly confidential. A violation by the Employee of this paragraph shall be a material violation of this Contract and will justify legal and/or equitable relief.

8. **Unauthorized Disclosure of Information**. If it appears that the Employee has disclosed (or has threatened to disclose) Information and research in violation of this Contract, the Employer shall be entitled to an injunction to restrain the Employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has, or may have been disclosed or may be disclosed. The Employer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

9. **Confidentiality After Termination of Employment**. The confidentiality provisions of this Contract shall remain in full force and effect for a period of Duration after the voluntary or involuntary termination of the Employee's employment. During such period, neither party shall make or permit the making of any public announcement or statement of any kind that the Employee was formerly employed by or connected with the Employer.

10. **Non-Compete Agreement**. The Employee recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to the Employee, the Employee agrees and covenants that during his or her employment by the Employer and for a period of Duration following the termination of the Employee's employment, whether such termination is voluntary or involuntary, the Employee will not directly or indirectly engage or do business with the following competitor(s): Any other scientific entities, including academic and industry institutions.

This covenant shall apply to the geographical area that includes all of Employee Location.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (ili) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of the Employer for the benefit of a third party that is engaged in such business. The Employee agrees that this non-compete provision will not adversely affect the Employee's livelihood.

11. **Employee's Inability to Enter Into Contracts on Behalf of the Employer**: The Employee shall not have the right to make any contracts or commitments for or on behalf of the Employer without first obtaining the express written consent of the Employer.

12. **Benefits**. The Employee shall be entitled to employment benefits, as provided by the Employer's policies in effect during the term of employment. These benefits are specified in the offer letter and are as follows: [Enter Benefits].

13. **Term/Termination**. The Employee's employment under this Contract shall be for an unspecified term on an "at will" basis. This Contract may be terminated by the Employer upon 2 week written notice, and by the Employee upon 1-month written notice. If the Employer shall so terminate this Contract, the Employee shall be entitled to compensation for 2 weeks beyond the termination date of such termination, unless the Employee is in violation of this Contract. If the Employee is in violation of this Contract, the Employer may terminate employment without notice and with compensation to the Employee only to the date of such termination. The compensation paid under this structure shall be the Employee's exclusive remedy.

14. ﻿﻿﻿﻿﻿**Compliance with Employer's Rules**. The Employee agrees to comply with all of the rules and regulations of the Employer.

15. **Return of Employer Property**. Upon termination of this Contract , the Employee shall deliver to the Employer all property which is the Employer's property or related to the Employee's company (including keys, records, notes, data, memoranda, models, and equipment) that is in the Employee's possession or under the Employee's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by the Employee.

﻿﻿﻿﻿﻿

16. **Notices**. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

The Employer:

[Employer Home Address].

The Employee:

[Employee Home Address].

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

17. **Entire Agreement**. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

18. **Amendment**. This Contract may be modified or amended, if the amendment is made in writing and is signed by both parties.

19. **Severability**. If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. **Waiver of Contractual Rights**. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract .

﻿﻿﻿﻿

21. **Applicable Law**. This Contract shall be governed by the laws of Tennessee, USA.

22. **Signatories**. This Contract shall be signed by Dr. Antentor Hinton Jr. (Employer) and by [Name] (Employee) in an individual capacity. This contract is effective as of the date first above written.

## Disclaimer and signature

I certify that my answers are true and complete to the best of my knowledge.

The Employer:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Signature |  |  |  | Date: |  |  |

The Employee:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Signature |  |  |  | Date: |  |  |