**Illinois State University**

**Visiting Researcher or Scholar Agreement**

This Agreement is to be used ONLY for visiting researchers or scholars (“Visiting Scholar”) who are not affiliated with Illinois State University (“ISU” or “University”) who are granted access to ISU research facilities, information, or other ISU premises that are not typically available to the general public.

|  |
| --- |
| **Visiting Scholar Information** |
| **Please check appropriate option.**[ ]  **Visiting Researcher / Scientist**[ ]  **Administrative**[ ]  **Pre-Employment**[ ]  **Other:** Click here to enter text. **(Please specify).** | **Purpose of Visit:**  |
| ***Visiting Scholar Contact information:******Name:*** Click here to enter text.***Home Institution:*** Click here to enter text.***Address:*** Click here to enter text.***Phone:*** Click here to enter text.***E-mail:*** Click here to enter text. | ***PI or Faculty Sponsor Contact Information:*** ***Name:*** Click here to enter text.***Address:*** Click here to enter text.***Phone:*** Click here to enter text.***E-mail:*** Click here to enter text. |

I Click here to enter text., do hereby understand, acknowledge and agree to the following terms and conditions as a Visiting Scholar in consideration of being permitted to use Illinois State University facilities and resources to perform research or for the purposes listed above.

1. **Employment Relationship:** I understand that my participation as a Visiting Scholar shall not create an employment relationship between the University and myself. I shall receive no compensation for my activities, and I am not entitled to participate in the University’s benefit programs including, but not limited to, workers’ compensation or health insurance.
2. **Hold Harmless and Release of Liability**: Unless my services constitute volunteer services under the State Employee Indemnification Act (5 ILCS 350) (described on Appendix 1), I understand and hereby acknowledge that I assume all risks incurred by my visit at ISU. In consideration of being allowed to conduct research at ISU, I hereby release, waive, discharge, covenant to sue, and hold harmless The Board of Trustees of Illinois State University, its officers, agents, employees and assigns from liability from any and all claims arising out of or in any way connected with my visit and research at the University. I understand and agree that:
* The University will not be responsible for the loss of, theft of, or damage to any of my personal property located within or on ISU property.
* ISU expressly disclaims and excludes all warranties concerning ISU equipment or facilities.
* ISU does not guarantee the accuracy of any test results produced using ISU equipment or facilities.
* Except as otherwise required by law, even if advised of the possibility of damages, ISU shall not, under any circumstances be liable to the Visiting Scholar or any other party for: a) personal injury or property damage; or b) lost profits, work stoppage, lost data, equipment damage, or other special, indirect, or consequential damages.
1. **Compliance with Laws:** I agree to comply with all applicable federal and state laws while performing research or other activities at the University.
2. **Export Control**: I agree to comply with U.S. export control laws and regulations. I understand that the University may review all activities, including those which I am associated with, to determine if those activities require an export license or other governmental approval. 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.
3. **Intellectual Property:** Asa Visiting Scholar,I have reviewed ISU’s [Intellectual Property Policy 4.1.10](http://policy.illinoisstate.edu/academic/4-1-10.shtml) (“IP Policy”) and understand that the IP Policy and the statements in this Agreement are applicable to me.
* I understand that by participating in a sponsored research project and/or making significant use of ISU-resources, I accept the principles of ownership of intellectual property as stated in the IP Policy unless an exception is approved in writing by ISU.
* I agree to execute appropriate assignment and/or other documents required to set forth effectively ownership and rights as specified in the IP Policy.
* I agree to promptly communicate and disclose any and all intellectual property discovered, conceived, developed and/or invented a) during the term of my work within ISU facilities; b) using ISU funds or facilities; or c) which is first reduced to practice in connection within my visit to ISU.
* I will cooperate fully, at no expense to me, with ISU or its designees in the evaluation, preparation, filing, prosecution, defense and enforcement of patents, copyrights and other legal protections for the intellectual property in which ISU has an ownership interest, and in the preparation and execution of all documents necessary or incidental thereto.
* I am now under no obligation to any person, organization or company with respect to any rights in intellectual property which could reasonably be construed to be, in conflict with this Agreement or with the IP Policy. If I am subject to such an obligation, I have obtained a valid waiver of such obligation. I will not knowingly undertake any such obligation in the future.
1. **Additional Terms:** I agree to comply with the additional terms listed on Appendix 1.
2. **Termination**: A party may terminate this Agreement by providing 10 days’ advance written notice to the other Party.
3. **Disputes:** The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement.
4. **Survival.** All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration. This Agreement shall bind, and inure to the benefit of the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.
5. **Force Majeure**. Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.
6. **Notices.** Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses listed above.
7. **Acknowledgment of Understanding:** I have read this Agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

|  |  |
| --- | --- |
| **Visitor** Signature Date Name:(Printed)Title: | **Authorized Illinois State University Signature**Signature Date Name: (Printed)Title: |
| **PI / Faculty Sponsor**Signature Date Name:Title: |  |

**Appendix 1**

**The PI / Faculty Sponsor should check the sections below that apply to the Visiting Scholar’s project or work here at ISU**.

|  |  |
| --- | --- |
| [ ]  **Check if applicable** | **Volunteer Status**: **Please check this box if the duties and/or services provided by the Visiting Scholar during his/her visit directly benefit the University (e.g. in support of a University research project, instruction efforts, etc. Participation in an internship project for which the individual receives academic credit or compensation typically would not qualify.)**I acknowledge that I am volunteering services to the University for the duration of my visit. These services will be provided at the direction of the PI/Faculty Sponsor. I understand I will not be compensated for these services, will not receive academic credit, and that this volunteer assignment is not an offer of employment. I am aware that the Illinois State Office of Attorney General may later determine these services may not be covered under the State Employee Indemnification Act (5 ILCS 350). |
| [ ]  **Check if applicable.**  | **Immigration**: As applicable, Visiting Scholars must:* Comply with all immigration regulations that pertain to my visa type; and
* Cooperate with ISU’s International Studies and Programs to complete all required paperwork.
 |
| [ ]  **Check if applicable.**  | **Publications and Scholarly Work**: I hereby assign or grant to ISU those rights in my copyrightable material prepared or written by me in connection with my work at ISU which I am so required to assign or grant under the IP Policy. |
| [ ]  **Check if applicable.**  | **Records**: At the close of my visit, I hereby agree to provide all records (written, electronic or other) of my research, including those records that pertain to intellectual property I am required to report, license, or assign to ISU. With the permission of the PI/Faculty Sponsor, I understand I may retain a copy of my files or other documentation of my visit. |
| [ ]  **Check if applicable.**  | **Confidentiality**: As a condition to my visit, I hereby agree to keep and maintain in confidence all confidential information relating to the research and any information relating to Intellectual Property to which ISU may have rights and to keep and maintain any confidential information disclosed to me during my visit as specified in the attached Reciprocal Non-Disclosure Agreement. **(Please attached as required).** |
| [ ]  **Check if applicable.**  | **Equipment, Lab Safety & Training**: I certify that I am qualified to perform the tasks that I will undertake at the University. * I agree to utilize equipment only as necessary and after proper instruction or under supervision of the PI/Faculty Sponsor. It is my responsibility to obtain all appropriate safety training to conduct research in any ISU facility.
* I understand that the research may involve risks such as exposure to potentially hazardous equipment, chemicals, microbes, infectious organisms, medical waste, pathogens, laboratory animals, radioactive material, and the risks of accidents and injuries. I therefore agree to assume all risks and responsibilities associated in any way with the activities covered under this Agreement.
 |
| [ ]  **Check if applicable.**  | **Export Control / Fundamental Research Exclusion:**I understand that ISU intends to conduct the project as fundamental research under the export regulations such that the technical information generated by ISU qualifies as public domain under ITAR §120.105(5) and 120.11 or publicly available under the Export Administration Regulations, 15 C.F.R. §734(b)(3) and §734.7 – 734.11. ISU may publish or publicly disclose results from this project.  |
| [ ]  **Check if applicable.**  | **Fees:**For use of Illinois State University, I agree to pay the fees described below. I agree to pay the fee due to Illinois State University no later than 30 days after receipt of an invoice, which Illinois State University shall submit not more frequently than monthly. Rate / Applicable Charges: Click here to enter text. $Click here to enter text.When making payment, I will : (a) remit by check payable to the “Illinois State University” and (b) reference this Agreement and the applicable invoice being paid. |
| [ ]  **Check if applicable** | **Visiting Scientist Funding:**Promptly after the Parties sign this Agreement, Click here to enter text. will pay to Illinois State University an unrestricted grant of to cover the incidental costs, such as computer use, long distance telephone calls, facsimile, publications and supplies, incurred by Illinois State University in hosting Visiting Scientist. Please contact the Research and Sponsored Program Office to determine how the funds shall be paid to the University. |