

**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	
<p>Please check appropriate option.</p> <p><input type="checkbox"/> Visiting Researcher / Scientist</p> <p><input type="checkbox"/> Administrative</p> <p><input type="checkbox"/> Pre-Employment</p> <p><input type="checkbox"/> Other: (Please specify).</p>	<p>Purpose of Visit:</p>
<p>Visiting Scholar Contact information:</p> <p>Name:</p> <p>Home Institution:</p> <p>Address:</p> <p>Phone:</p> <p>E-mail:</p>	<p>PI or Faculty Sponsor Contact Information:</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p> <p>E-mail:</p>

I, _____, 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.

3. **Compliance with Laws:** I agree to comply with all applicable federal and state laws while performing research or other activities at the University.

4. **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.

5. **Intellectual Property:** As a Visiting Scholar, I have reviewed ISU’s [Intellectual Property Policy 4.1.10](#) (“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.

Appendix 1

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

<input type="checkbox"/> Check if applicable	<p>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.)</p> <p>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).</p>
<input type="checkbox"/> Check if applicable.	<p>Immigration: As applicable, Visiting Scholars must:</p> <ul style="list-style-type: none"> • 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.
<input type="checkbox"/> Check if applicable.	<p>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.</p>
<input type="checkbox"/> Check if applicable.	<p>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.</p>
<input type="checkbox"/> Check if applicable.	<p>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).</p>
<input type="checkbox"/> Check if applicable.	<p>Equipment, Lab Safety & Training: I certify that I am qualified to perform the tasks that I will undertake at the University.</p> <ul style="list-style-type: none"> • 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.
<input type="checkbox"/> Check if applicable.	<p>Export Control / Fundamental Research Exclusion:</p> <p>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.</p>
<input type="checkbox"/> Check if applicable.	<p>Fees:</p> <p>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.</p> <p>Rate / Applicable Charges: \$</p> <p>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.</p>
<input type="checkbox"/> Check if applicable	<p>Visiting Scientist Funding:</p> <p>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.</p>