

**IOWA STATE UNIVERSITY  
VISITING SCHOLAR AGREEMENT FORM**

and

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY**

Participant has requested to participate as a visitor in research, extension/outreach, experiential learning or other activities at Iowa State University (“ISU”). This Agreement (“Agreement”) must be read carefully and signed prior to engaging in any research, extension/outreach, experiential learning or other activities (“Project”).

**READ THIS AGREEMENT CAREFULLY. IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE PARTICIPATING IN RESEARCH, EXTENSION/OUTREACH, EXPERIENTIAL LEARNING OR OTHER ACTIVITIES.**

In consideration of ISU allowing Participant to participate in this Project, Participant agrees to the following terms:

**I. Participant Arrangements:**

**1. Status and Project Description.**

- (a) Participant understands that he/she has been approved to participate in the Project as a visitor and is not an employee or student of ISU for any purpose. Participant shall be solely responsible for determining all tax liability and for reporting and remitting any taxes or payments due or owed by the Participant, including any foreign tax liability, in connection with the Project or any activities carried out pursuant to this Agreement.
- (b) Any changes to the Project must be approved by the Individual Host in consultation with the Administrative Host and other university stakeholders as needed. This Agreement will terminate upon the Ending Date in the request filed by the Individual Host, unless extended in writing by the Individual Host and the Administrative Host in consultation with the Dean of the College, Vice President for Research or equivalent administrator for approval and signature as applicable.

**2. Costs of Travel and Living Costs.** Participant is responsible for all travel, lodging and living costs, except those authorized by the Administrative Host. To obtain a J-1 (Visiting Scholar) visa, international scholars are expected to provide proof of funding.

**3. Behavior Expectations of the Participant.** Participant agrees to abide by and comply with all ISU policies, rules, guidelines and procedures, and all local, state, and federal laws applicable to the Project and/or the Participant, including, but not limited to:

- a. All applicable export control regulations of the United States of America. Participant shall be responsible for obtaining all information regarding such regulations that is necessary for Participant to comply with such regulations.
- b. ISU laboratory safety standards and standards of the Department/Unit, together with all related training in general and specifically applicable to the Project.
- c. Standards of conduct applicable to ISU students and/or employees.
- d. ISU rules, standards and guidelines applicable to foreign students and scholars, and maintenance of appropriate visa status.
- e. ISU rules, standards, guidelines and procedures related to use of ISU resources. Participant may use university facilities, equipment, or other resources only as explicitly permitted by the Individual Host. Participant may be required to pay costs of equipment usage as determined by the Individual Host.
- f. Participant agrees to self-report any felony or misdemeanor arrests or convictions to the Individual Host and Administrative Host that may occur during the term of the Project.

**4. Confidentiality.** Participant agrees to hold in confidence all information, data, or materials provided by ISU to Participant, or accessed or observed by Participant in the course of the Project that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential or proprietary in nature (“Confidential Information”). Participant agrees to not disclose, transfer, release, or otherwise provide access to Confidential Information to any third party (including Participant’s Home Institution), and to use reasonable measures to protect Confidential Information against

unauthorized disclosure. Participant agrees to use Confidential Information only for the purpose of the Project. Upon termination of this Agreement, Participant will promptly return or destroy, at ISU's preference, all copies of Confidential Information in Participant's possession.

- 5. Publications.** Except as in Section 6(b) below, ISU retains all right, title, and interest in, including the exclusive right to publish, the results of any Project work. As appropriate, Participant's contributions will be acknowledged in any publication resulting from the Project.

**6. Intellectual Property.**

- (a) Consistent with university policies and in consideration of the Project, participation in projects administered by ISU, and access to or use of facilities or resources provided by ISU, Participant hereby assigns to ISU all right, title, and interest that Participant has or may acquire in any intellectual property right arising out of the Project (collectively, "ISU IP"), unless a separate written agreement exists. Participant agrees to promptly disclose to ISU any intellectual property created, conceived, or reduced to practice, in whole or in part, in connection with the Project. Participant will, upon the request of ISU, execute any document and assist in the procurement and protection of ISU IP.
- (b) Participant understands, and ISU acknowledges, that Participant retains ownership of copyrightable scholarly works and educational materials solely created by Participant arising out of the Project ("Participant IP"). Participant hereby grants to ISU a perpetual, irrevocable, and royalty-free non-exclusive license to reproduce, use, display, and distribute Participant IP for its research and educational purposes. Participant agrees to acknowledge the assistance of the Individual Host and ISU as appropriate.
- (c) Participant further agrees to comply with the terms of any agreement between ISU and its research sponsors or other collaborators to assure protection of any applicable intellectual property rights, including any confidential information, as applicable.

- 7. Requirements.** Participant must be able to communicate effectively with Project supervisor(s) and be able to safely participate in Project activities. Participant agrees to provide Emergency Contact Information and understands all emergency response will be communicated in English.

- 8. No Worker Injury Program Applies.** Participant understands that no worker injury program applies, including, but not limited to, Worker's Compensation. Participant understands that he/she must rely upon his/her own financial resources for any expenses arising out of participation.

**9. Miscellaneous.** Participant agrees that he/she:

- a. Is eighteen years of age or older.
- b. Prior to entering into this Agreement, has disclosed to the Individual Host and Administrative Host any convictions, deferred judgments or sentences, fines, probation, or pleas of guilty or no contest to a felony or misdemeanor.
- c. Has never been found responsible for harassment or discrimination through prior employment, legal action, or administrative agency proceedings.
- d. Has never been found responsible for professional misconduct, research misconduct, or received sanctions.
- e. Is not entitled to financial support or other benefits (including, without limitation, health insurance, workers compensation coverage, or other benefits) available to ISU employees.
- f. May be required to enroll themselves, and their accompanying dependents, in the ISU Student and Scholar Health Insurance Program (SSHIP) and pay the cost of the aforementioned insurance.
- g. Understands that ISU shall have the right to release him/her for any reason without prior notice and, upon termination, to return any keys and ISU property.
- h. Has no authority to enter into a contract or make a financial commitment on behalf of ISU.
- i. Will not represent that he or she is a student or employee of ISU.
- j. Will not use the names, trademarks, service marks, logos, or images (including any adaptation of the foregoing) of ISU, or any of its employees, in any advertising, promotion, or publicity, without prior written consent from ISU.

## **II. Assumption of Risk and Waiver of Liability:**

Participant hereby ASSUMES THE RISK of participating in Project activities and RELEASES FROM LIABILITY, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the State of Iowa; Board of Regents, State of Iowa; and Iowa State University; and their officers, servants, agents, or employees, including students participating in the Project, for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, involving Participant or Participant's property.

Participant further agrees that this Agreement shall bind the members of Participant's family and spouse, heirs, assigns and personal representatives.

## **III. Treatment Permission:**

Participant hereby agrees and gives permission:

- If an injury or other medical condition arises, for an ISU representative to provide routine first aid and to seek emergency treatment including x-rays or routine tests;
- In an emergency situation, for an ISU representative to contact the individual(s) that I have provided as a medical emergency contact;
- In the event of an emergency where I cannot decide for myself, for the physician/hospital selected by an ISU representative to secure and administer treatment for me, including hospitalization;
- To inform the ISU Individual and Administrative Hosts if the injury or medical condition may affect my performance on the Project; and
- To release any record necessary for treatment, referral, billing or insurance purposes.

## **IV. Compliance with Home Institution Requirements:**

Participant is responsible for ensuring, and represents and warrants, that the obligations of Participant under this Agreement do not conflict with Participant's obligations to his or her Home Institution. If Participant believes that a conflict may exist, Participant shall notify both ISU and his or her Home Institution of the potential conflict prior to signing this Agreement so that ISU and the Home Institution may attempt to resolve the matter. If at any time during the Project the Participant believes that such a conflict has arisen or may arise, Participant shall immediately notify ISU.

## **V. Governing Law:**

This Agreement shall be construed in accordance with the laws of the State of Iowa.

## **I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**Signature of Participant**

**Date** \_\_\_\_\_

**Accepted by:**

**Individual Host**

**Date** \_\_\_\_\_

**Administrative Host**

**Date** \_\_\_\_\_