

IOWA STATE UNIVERSITY

**PARTICIPATION AGREEMENT FOR VISITING SCHOLARS
and
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY**

Participant: _____

Participant's Home Institution: _____

Iowa State University Department/Unit: _____

Name of ISU Laboratory or Research Group: _____

ISU Faculty/Staff Supervisor: _____

Beginning Date: _____

Ending Date: _____

Participant has requested to participate as a visitor in research, experiential learning or service project activities at Iowa State University ("ISU"). This Participation Agreement must be read carefully and signed prior to engaging in any research, experiential learning or service project activities ("Project").

PLEASE READ THIS PARTICIPATION 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, EXPERIENTIAL LEARNING OR SERVICE PROJECT ACTIVITIES.

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

I. Participation Arrangements:

1. **Project Description.** Participant understands that he/she has been approved to participate in the Project described in Appendix A as a visitor and is not an employee or student of ISU for any purpose. Any changes to the Project Description must be approved by the Faculty/Staff Supervisor.
2. **Costs of Travel and Living Costs.** Participant is responsible for all travel, lodging and living costs, except those authorized by the Department/Unit.
3. **Behavior Expectations of the Participant.** Participant agrees to abide by:
 - a. The laws of the United States, as well as state and local laws.
 - b. ISU policies, rules and regulations.
 - c. ISU laboratory safety standards and standards of the Department/Unit, together with all related training in general and specifically applicable to the Project.
 - d. Standards of conduct applicable to ISU students and/or employees.
 - e. ISU rules, standards and guidelines applicable to foreign students and scholars, and maintenance of appropriate visa status.
 - f. Participant may use university equipment only as explicitly permitted by the ISU Faculty/Staff Supervisor designated above. Participant may be required to pay costs of equipment usage as determined by the ISU Faculty/Staff Supervisor.

4. **Intellectual Property and Confidentiality.** Except as provided below, Participant agrees that any intellectual property created as part of this Project shall be owned by ISU, unless a separate written agreement exists. Participant may be granted access to the research of ISU faculty and students. Participant agrees to protect and maintain the confidentiality of the research products of such faculty and students. Participant will not use data or research of ISU employees and students without permission and appropriate attribution of credit. Participant retains the rights in copyrightable works solely created by Participant arising out of the Project. Participant agrees to acknowledge the assistance of the ISU Supervisor indicated above, and grants to ISU a royalty-free right to use and reproduce such works for its own non-profit purposes.

5. **Requirements.** Participant must be able to communicate effectively with Project supervisor(s) and be able to safely participate in Project activities. Participant agrees to complete the attached Medical Emergency Contact Information form and understands all emergency response will be communicated in English.

6. **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 and health insurance for coverage of any medical expense arising out of participation.

7. **Miscellaneous.** Participant agrees that he/she:
 - a. Is eighteen years of age or older.
 - b. 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.
 - c. Has no authority to enter into a contract or make a financial commitment on behalf of ISU.
 - d. Will not represent that he or she is a student or employee of ISU.
 - e. This Participation Agreement will terminate upon the Ending Date indicated above, unless extended in writing by the Faculty/Staff Supervisor and Department/Unit Chair.

II. Assumption of Risk and Waiver of Liability:

Participant hereby ASSUMES THE RISK of participating in the activities described in Appendix A: Project Description 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 Participation Agreement shall bind the members of Participant's family and spouse, heirs, assigns and personal representatives.

III. Governing Law:

This Participation 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.

_____ **Date** _____
Signature of Participant

Accepted by:

_____ **Date** _____
Signature of Faculty/Staff Supervisor

_____ **Date** _____
Signature of Department/Unit Chair/Director

APPENDIX A
PROJECT DESCRIPTION
(To be filled out by Hosting Department / Supervisor)

Attachment to Participation Agreement of _____
(Name of Visitor)

1. Visiting Participant is: _____ Professor/Instructor _____ Student
_____ Post-Doctoral/Scientist _____ Intern
_____ Dignitary (Observing at ISU > 30 days, but not providing Services)
_____ Other: Please Describe: _____

2. Participant's Home institution is: _____
(Please indicate "Not Applicable" if Participant is not currently affiliated with an institution.)

3. Will the participant be reimbursed for travel or other expenses? YES NO

If YES, please provide the source of funds and estimated amount:

4. Participant is authorized to conduct the following research, experiential learning or service project under the supervision of a Faculty/Staff Supervisor (describe the project and the Participant's expected activities, including pre-project training and orientation):

(Add additional pages as necessary)

5. List of equipment, supplies and services, including Personal Protective Equipment (PPE), to be provided by Iowa State University for participation in the project:

(Add additional pages as necessary)

6. List of Project Hazards and Standard Protections:

7. Anticipated project start date: _____ Anticipated project end date: _____

8. Expected project timeline, including an example of a typical daily schedule:

(Add additional pages as necessary)

9. Describe the Participant's access to laboratory or other project locations:

Participant [check one]:

_____ is permitted access to the laboratory/research or other project locations in absence of other members of the project team.

_____ is **not** permitted access to the laboratory/research or other project locations in absence of other members of the project team.

10. Location(s) of Project Activity:

Building(s):

Room(s):

Outdoor Campus Locations:

Other Off-Campus Locations (farms, private entities, etc.):

11. Faculty/Staff Supervisor agrees to abide by ISU policies, rules, and regulations including, but not limited to ISU laboratory safety standards and standards of the Department/Unit, together with all related training in general and specifically training applicable to the Project.

12. If Participant is not a U.S. citizen or U.S. Permanent Resident, Faculty/Staff Supervisor must complete the ISU Export Control Worksheet available at International Students and Scholars Office (ISSO).

Approvals:

Faculty/Staff Supervisor Name (please print)

Faculty/Staff Supervisor Signature

Date _____

Department/Unit Chair/Director Name (please print)

Department/Unit Chair/Director Signature

Date _____

Dean (please print)

Dean Signature

(If applicable) Departmental Industrial Hygiene Safety Officer Signature

Date _____

Accepted:

Participant Signature

Date _____

MEDICAL EMERGENCY CONTACT INFORMATION
and
TREATMENT PERMISSION AGREEMENT

Person to Contact First:	Backup Contact (Relative or Friend):
Name _____	Name _____
Relation to Participant _____	Relation to Participant _____
Daytime Phone () _____	Daytime Phone () _____
Evening Phone () _____	Evening Phone () _____

INSURANCE INFORMATION

Policy Holder's Name _____ Relationship to Participant _____
Policy Holder's Phone # _____
Address _____ City, State, Zip _____

Insurance Company Name _____
(IF KNOWN) Insurance Company Customer Service Phone # _____

Visitors must maintain health insurance (SSHIP) as required of international students and scholars visiting ISU and to bear all financial responsibility for such insurance and any medical treatment arising from participation.

TREATMENT PERMISSION

I HEREBY AGREE AND GIVE MY 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 listed under Medical Emergency Contact Information.
- 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 Faculty Staff Supervisor of any medication, ailment, condition, or injury that may affect my performance in the Project.

To the release of any record necessary for treatment, referral, billing or insurance purposes.

Date

Participant Name (please print)

Phone

Participant Signature