

SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE
Non-Employee Visiting Scholar Agreement

This Non-Employee Visiting Scholar ("Agreement") is made by and between the Board of Trustees of Southern Illinois University Governing Southern Illinois University Edwardsville ("SIUE") and Non-Employee Visiting Scholar _____ ("Visiting Scholar") this _____ day of _____, 20__.

Whereas Visiting Scholar desires to devote on a non-employment basis his/her time, knowledge, talent, and skills to Southern Illinois University Edwardsville ("SIUE") as part of an educational and research program in the Department of _____, the parties to this agreement, in consideration of the promises and the obligations herein made and undertaken, hereto mutually agree as follows:

1. Visiting Scholar will provide services in the Department of _____ under the direction, control, and supervision of _____ ("Supervisor"), from _____, 20__ through _____, 20__, during such reasonable hours as agreed to by Supervisor. Services to be provided by Visiting Scholar are limited only to those detailed in attached Exhibit A to this Agreement, the terms of which are incorporated by reference to this Agreement.

2. The parties acknowledge and agree that Visiting Scholar shall serve solely as a Visiting Scholar under this Agreement and not as an employee, that Visiting Scholar shall receive no compensation and shall not be entitled to any benefits of employment, including benefits available under Workers' Compensation for injuries sustained in the course of employment, and that SIUE and the Department of _____ have the right to terminate Visiting Scholar's service for any reason at any time without notice. Visiting Scholar shall have no property interest of any type in his/her service for SIUE.

3. SIUE agrees to provide Visiting Scholar, in accordance with its plan of self-insurance, comprehensive general and professional liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, for any claims arising out of Visiting Scholar's services provided under this Agreement. As to any claims against SIUE arising out of Visiting Scholar's acts or omissions occurring outside of the scope of services detailed at Exhibit A, Visiting Scholar agrees to indemnify, hold harmless, and defend SIUE, its members individually, and its officers, agents, employees, and students from all such claims. Visiting Scholar understands that any personally owned automobiles used in conjunction with Visiting Scholar's services are not insured or otherwise covered or indemnified by SIUE for any personal property damage, personal injury, or liability. Visiting Scholar understands that if he or she utilizes a personally owned or rented automobile, Visiting Scholar is required to carry auto liability insurance as required by the State of Illinois and any state in which Visiting Scholar's service involves. Further, if Visiting Scholar agrees to be a passenger in a vehicle that is not owned and/or operated by an SIUE employee or representative, Visiting Scholar hereby assumes any and all risks that may be associated with riding in such vehicle and will hold SIUE, and its members individually, and its officers, agents, and employees harmless from any and all loss, damage, injury, or liability that may arise from such act.

4. Visiting Scholar agrees to review and abide by all SIUE and Department of _____ policies, rules, and procedures, as well as all applicable federal and state laws, rules, and regulations, during the term of this Agreement, including any applicable laboratory policies, protocols, and procedures. Further, Visiting Scholar agrees to hold in confidence at any time, without SIUE's prior written consent, any SIUE or Department of _____ proprietary or confidential student, business, or financial information received while performing services under this Agreement and under no conditions shall SIUE's confidential information or proprietary information provided or made available to Visiting Scholar as part of providing services under this Agreement be used by Visiting Scholar for any purpose other than as assigned by the Supervisor. Visiting Scholar shall exercise all reasonable precautions to protect and preserve the confidentiality of all confidential information and/or proprietary information and shall not provide, disclose, release, publish, or otherwise make available in any form said information to any third party not associated with the Department of _____ without the express prior approval in writing from the Supervisor.

5. SIUE and/or the Department of _____ will acknowledge Visiting Scholar as a contributing assistant in any publication of research or results performed by Visiting Scholar under this Agreement. If Visiting Scholar substantially contributes to written materials regarding the research and/or research results, such materials will be published with joint authorship with any faculty member of SIUE also involved in preparing the written materials. Visiting Scholar agrees that SIUE shall have sole ownership rights at all times in all intellectual property received, processed, created, and/or modified as part of the services and that Visiting Scholar's contributions, if any, to any derivative works or other intellectual property generated by SIUE or Visiting Scholar as part of the services under this Agreement shall be on a work-for-hire basis. All current and future intellectual property interests generated as a result of the services under this Agreement reside solely in SIUE. Further, Visiting Scholar hereby disclaims any ownership interest whatsoever in any and all intellectual property received, processed, created, and/or modified as part of the services under this Agreement and he/she shall have no copyright, patent, or other intellectual property interest of any kind in said property. Nothing herein shall be construed as providing for sharing of profits or royalties with Visiting Scholar arising out of my services.

6. Visiting Scholar acknowledges that there are risks to personal injury and property damage in the performance of the volunteer services and activities under this Agreement. Visiting Scholar assumes any and all such risk and agrees to be solely responsible, through insurance or otherwise, for any hospital or other costs arising out of any bodily injury or property damage sustained by Visiting Scholar through participation in the volunteer services activities. Visiting Scholar agrees to waive liability, release, hold harmless, indemnify, covenant not to sue, and forever discharge Board of Trustees of Southern Illinois University, and its members individually, and its officers, agents, and employees from any and all liability, claims, demands, rights, and causes of action of whatever kind, arising from or by reason of any personal injury, property damage, or the consequences thereof, whether caused by the negligence or carelessness of SIUE or otherwise, resulting from or in any way connected with Visiting Scholar's participation in the volunteer services.

7. Visiting Scholar shall have the following privileges during the term of this Agreement: the right to purchase a parking permit, use of fitness facilities, library privileges, _____

8. Visiting Scholar warrants that he/she currently has, and shall maintain throughout the term of this Agreement, the requisite licensures, credentials, training, and qualifications to provide the services.

IN WITNESS WHEREOF, SIUE and Visiting Scholar have caused this Visiting Scholar Agreement to be signed as of the day and date first above mentioned.

For SIUE:

Visiting Scholar:

_____, Dean, _____,
for Chancellor Vaughn Vandegrift

Recommended by:

Department of _____