

**NORTHEASTERN ILLINOIS  
UNIVERSITY**

**Visiting Scholar/Researcher  
Information**

Name (Print): \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Email: \_\_\_\_\_  
In case of emergency, please contact:  
Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

**Visiting Scholar/Researcher Agreement**

This Visiting Scholar/Researcher Agreement (the "Agreement") is entered into by and between \_\_\_\_\_ (the "Visiting Scholar/Researcher"), who is an employee of \_\_\_\_\_ and Northeastern Illinois University (NEIU), Chicago, Illinois, a state agency.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NEIU and the Visiting Scholar/Researcher hereby agree as follows:

**A. Term of the Agreement**

1. This Agreement shall be effective \_\_\_\_\_ and shall terminate on \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

The Visiting Scholar/Researcher affirms and acknowledges that they are not an employee of NEIU and as a Visiting Researcher, their appointment to NEIU is at the pleasure of NEIU; therefore, this Agreement and their affiliation with NEIU may be terminated at any time, with or without cause and without recourse.

## **B. NEIU Responsibilities**

1. NEIU shall appoint the Visiting Scholar/Researcher to serve as a Visiting Scholar/Researcher Scholar in its Department of \_\_\_\_\_ under the direction of Dr. \_\_\_\_\_ to conduct \_\_\_\_\_ (description of the activities during the visit). This appointment shall commence no earlier than \_\_\_\_\_ and be effective until \_\_\_\_\_ unless this Agreement terminates early.
2. NEIU shall allow the Visiting Scholar/Researcher access to NEIU's \_\_\_\_\_ (Facility, Lab, etc.), which is located in Room \_\_\_\_\_ of the \_\_\_\_\_ Building and is supervised by Dr. \_\_\_\_\_.
3. NEIU, primarily acting through Dr. \_\_\_\_\_, will exercise administrative control and technical supervision over the Visiting Scholar/Researcher's activities during the term of the visit.

## **C. Visiting Scholar/Researcher Responsibilities**

1. The Visiting Scholar/Researcher shall be responsible for all costs and expenses incurred by the Visiting Scholar/Researcher under this Agreement, including, but not limited to, wages, fringe benefits, medical expenses, insurance, and travel and living expenses. Any taxes due to the State of Illinois or the United States shall be the direct responsibility of the Visiting Scholar/Researcher.
2. The Visiting Scholar/Researcher will arrange, obtain, and maintain the necessary nonimmigrant visa to be a Visiting Scholar/Researcher at the NEIU.
3. The Visiting Scholar/Researcher will be subject to and required to comply with all the terms and conditions found in this Agreement, all applicable rules, policies, regulations, and requirements of NEIU, and all applicable State and Federal laws, including, but not limited to, those relating to confidentiality, export controls, conflicts of interest, ethical behavior, equal opportunity, compliance, safety, health, and conduct. In addition, Visiting Scholar/Researcher shall perform the responsibilities required by this Agreement in a professional manner commensurate with their role at NEIU.
4. This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants, or agents between the parties. During the term of this Agreement, Visiting Scholar/Researcher shall remain an employee of their home institution, \_\_\_\_\_, at all times.
5. Background Check Requirement: I understand that the University may request

background information about me in connection with my volunteer relationship with the University. If I am required to complete a background check, then it will be conducted by HireRight, Inc. By my signature below, I consent to preparation of background reports by HireRight, Inc., and to the release of such background reports to NEIU for the purpose of assisting NEIU in making a determination as to my eligibility to be a volunteer Visiting Scholar/Researcher. The University reserves the right to end the volunteer relationship should the results of my background investigation not be successful.

#### **D. Indemnification and Release from Liability**

1. Visiting Scholar/Researcher shall and does hereby agree to defend, indemnify and hold harmless, NEIU and its employees, agents, officers, trustees and representatives (“indemnitees”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorney's fees), and other claims of any nature, kind, or description (collectively "claims") by any person or entity, arising out of, caused by, or resulting from the performance of this Agreement and which are caused in whole or in part by any malicious misconduct, gross negligent act, or gross negligent omission of the visiting Researcher. The provisions of this section shall not be construed to eliminate or reduce any other indemnification or right which indemnitees, collectively or individually, have by law.
2. In consideration of being permitted to work in the Lab or other Facility and of receiving other benefits under this Agreement, the Visiting Scholar/Researcher hereby releases and agrees to hold NEIU, officers, agents, and employees harmless from any and all losses claims, damages, or liabilities of any kind (including death) that involve the Visiting Scholar/Researcher or their property and that may result from or occur during their activities as a Visiting Researcher, whether caused by the negligence of NEIU, or NEIU’s officers, agents or employees, or otherwise.
3. I understand that as a Visiting Scholar/Researcher, I am not entitled to any employee benefits. In this regard, I understand that the University will not provide me with accident or medical insurance and is therefore not responsible for any accident or medical expenses that I incur in the course of volunteering. I also understand that I am not covered by workers' compensation laws in connection with my University Visitor affiliation. I certify that I have health and/or accident insurance coverage for any personal injury that I may sustain while engaged in the Visiting Scholar/Researcher activities, regardless of cause. I further agree to provide proof of such insurance upon request. I am solely responsible, through insurance or otherwise, for any hospital, medical, or other costs arising from any injury or damages sustained through my participation in the Visiting Scholar/Researcher activities.
4. I understand that in the course of performing my activities at the University, I may have access to confidential, proprietary, or personal information regarding faculty, staff, students, parents, alumni, vendors, the University, and or any minor enrolled in a University program. Such confidential information may be accessed in any format and may include, but is not limited to medical/health, financial, employment, contractual or institutional data. I agree that I will not access, use, remove, disclose, copy, release,

sell, loan, alter or destroy confidential information except as authorized within the scope of my Description of Volunteer Services. I also understand that I will be held responsible for my misuse or unauthorized disclosure of confidential information.

5. I agree that my participation in the activities that I will be performing is not in exchange for any consideration (*e.g.*, pay, benefits, the promise of future employment) and that I do not have a formal appointment for these particular services. I acknowledge that, in exchange for my service as a University volunteer, I have neither been promised any consideration nor do I expect to receive any consideration.
6. I agree that, as a Visitor, I am not a University employee. I understand and agree that the University has the right to end my Visiting Scholar/Researcher relationship with the University at any time, for any reason, and without advanced notice.
7. I expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. I agree that this Agreement sets forth the entire Agreement between me and the University regarding my activities as a University Visiting Scholar/Researcher and supersedes any written or oral understanding, promise, or Agreement that is not referred to and incorporated in this Agreement. I agree that this Agreement shall be governed by Illinois law and may be changed only by a written document signed by me and an authorized University official.
9. I have read this Visiting Scholar/Researcher activities, waiver of liability, assumption of risk and indemnity 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 this 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. I warrant that I am at least 18 years of age and that I am competent to sign this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

**VISITING SCHOLAR/RESEARCHER**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_.

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTHEASTERN ILLINOIS UNIVERSITY**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Department Chair

Date: \_\_\_\_\_