

# Visiting Scholar/Visiting Researcher Non-Benefitted Agreement

\_\_\_\_\_ (name) will provide their services as a Visiting Scholar/Visiting Researcher ("VS/VR") to the University of North Dakota, ("University" or "UND") and specifically under the supervision of \_\_\_\_\_ in the Department of \_\_\_\_\_. The effective date for beginning VS/VR services will be \_\_\_\_\_ and the ending date will be \_\_\_\_\_. The VR/VS status is a privilege, not a right, and an individual holds this status at the pleasure of the University.

Your services/duties and activities at UND will be (be very specific):

I understand that my participation as a VS/VR does not create an employment relationship between UND and me. I understand that I shall receive no compensation for my activities, and that I am not entitled to participate in the University's benefit programs, including, but not limited to, financial assistance, medical insurance, or workers' compensation coverage. Therefore, I am encouraged to maintain my own health insurance. **International VS/VR's on J-1 visas are required by federal law to carry US health insurance for themselves and their J-2 dependents.** I also understand that I must comply with state and federal laws, including export control laws, and all University policies, including mandatory training requirements and the reporting of all incidents/injuries immediately or within 24 hours.

As a VS/VR, I may be working on projects in areas of research, and these projects may lead to new discoveries in that field. Projects that lead to new discoveries utilizing the University's facilities, employees, equipment, and supplies are considered the property or intellectual property of the University. Therefore, I agree to promptly disclose and hereby assign to UND all intellectual property rights to the results of any work that occurs as a result of this agreement and would be subject to University's policies, unless otherwise agreed upon.

In consideration for being allowed to participate in the above-referenced service/duty and/or activity on behalf of myself, my personal representatives, heirs, next of kin, successors, and assigns; unless considered a "state employee" as defined in section 32-12.2-01(8) of the North Dakota Century Code, I forever:

**indemnify, defend, release, discharge, hold harmless** the State of North Dakota, its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft, or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activity/event, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illness while I am providing the services, performing the duties, or participating in activities under this agreement. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law. This agreement does not create an employment or contractual relationship with, and does not impose any obligations on the University.

Please sign this agreement and return one copy to the University's agent of record.

I, \_\_\_\_\_, have read this entire letter of agreement, understand its contents, accept the terms and conditions of this agreement, and agree to comply with all the rules and regulations established by the University of North Dakota in working as a VS/VR.

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UND Authorized Official Signature      Date                      VS/VR Signature              Date

Complete the Criminal History Records Check form located on <http://und.edu/finance-operations/human-resources-payroll/managers-toolbox/manager-forms.cfm#background>

Department/Supervisor will maintain this completed agreement and disclosure form in the VS/VR's personal file.