Contract # C\_\_\_\_\_\_\_



Visiting Student Scholar Agreement

Between

**The Rector and Visitors of the University of Virginia**

**And**

**[INSTitution name]**

This Visiting Student Scholar Agreement (“Agreement”) is made by and between The Rector and Visitors of the University of Virginia for the University of Virginia School of \_\_\_\_\_\_\_\_\_ (“UVA”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“School”) (each hereinafter an “Institution”).

**WHEREAS**, the parties wish to facilitate the educational placement of a School student, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as a Visiting Student Scholar at the University of Virginia School of \_\_\_\_\_\_\_\_\_\_\_\_\_; and

**WHEREAS**, the Institutions mutually desire to enter into an Agreement to set forth the terms and conditions of the student trainee program for such Visiting Student Scholar;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Institutions agree as follows:

1. The Institutions will conduct a student trainee program in the field of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Program”) for the student. The School student will have the status of a Visiting Student Scholar at UVA for a term of \_\_\_\_\_\_\_\_\_\_\_\_ weeks (enter specific dates), but shall remain enrolled as a full-time student at School.

2. UVA reserves the right to terminate the Visiting Student Scholar’s participation in the Program if in the sole opinion of UVA: (i) the student is deemed to be a risk to UVA’s employees or students; (ii) the student fails to meet or abide by the rules, regulations, policies and procedures of UVA; or (iii) the student fails to accept or comply with the direction of UVA faculty or staff. Prior to terminating the participation of the Visiting Student Scholar, UVA shall notify School in writing with a statement of facts describing the conduct or unfitness that necessitates the removal.

3. The Visiting Student Scholar shall be welcomed into seminars, workshops, and similar educational opportunities, but will not have the right to register in courses for credit or to receive any degree or certificate from UVA. The Visiting Student Scholar shall receive guidance and advising from a specified member of the UVA Department of \_\_\_\_\_\_\_\_\_\_\_.

4. The Visiting Student Scholar shall pay tuition and academic fees at School and shall not be required to pay tuition and academic fees at UVA.

5. The resources to financially support the Visiting Student Scholar will be in place before the student is accepted for the Program. School is responsible for ensuring that funding to cover costs of housing, travel, and health insurance is available for its Visiting Student Scholar during his or her time at UVA.

6. The Visiting Student Scholar shall be required to carry the minimum level of medical insurance required both by the terms of his or her immigration status and as established by UVA, and to provide proof to UVA prior to starting the Program that such insurance coverage will cover the costs of health care during the entire period of the Program. The Visiting Student Scholar shall not be deemed an employee of UVA for any purposes, including but not limited to workers’ compensation or other employment insurance coverage, and shall not receive a stipend or wages from UVA.

7. While UVA shall assist the Visiting Student Scholar in making arrangements for suitable lodging, ultimate responsibility for procuring lodging lies with the individual Visiting Student Scholar.

8. The applicable privacy laws of the Unites States of America, including but not limited to the Family Educational Rights and Privacy Act, as codified at 20 U.S.C. § 1232g (“FERPA”) and any current and future regulations promulgated thereunder, and the privacy policies of UVA will apply for both Institutions in relation to any matter concerning privacy or protection of personal information of the Visiting Student Scholar while at UVA, and in relation to any personal information provided by UVA to School.

9. No waiver, alteration, or modification of the provisions of this Agreement shall be binding unless in writing and accepted by both Institutions.

10. The initial term of performance under this Agreement shall proceed from the date of signature by both Institutions and shall continue until completion of the Program.

11. Neither Institution will use the name or trademarks of the other Institution in any advertising or publicity material or make any form of representation or statement in relation to the Agreement which would constitute an express or implied endorsement of any product or service, and it will not authorize others to do so, without first having obtained written permission from the other Institution.

12. Both Institutions subscribe to the policy of equal opportunity and do not discriminate on the basis of age, color, disability, marital status, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, gender identity, veteran status, or family medical or genetic information. Both Institutions shall abide by these principles in the administration of this Agreement.

13. All disputes that arise from this Agreement will be settled through amicable discussions between the two parties.

14. To the extent permitted under applicable law, each Institution shall be responsible for the acts and omissions of its employee, agents and students in the performance of this Agreement. Each Institution shall maintain general liability and medical malpractice liability insurance coverage in amounts as are necessary for the fulfilment of its obligations hereunder, but in no event less than $1m per incident and $3m annual aggregate for each type of coverage. A certificate evidencing the required insurance shall be made available upon request of the other Institution. Nothing contained in this Agreement shall be deemed an express or implied waiver of the sovereign immunity of UVA or the Commonwealth of Virginia.

15. The Institutions shall incur no obligations pertaining to this Agreement as a result of any promise, representation, or statement by anyone without the actual authority to do so. The Executive Vice President and Provost is the authority for UVA, and the School’s signatory is the authority for School.

16. Any communication associated with this Agreement shall be deemed made if delivered by international courier or by hand and addressed to the respective Institution representative, and made effective on the date of receipt. It is the responsibility of the Institution initiating communication to verify that the information has been received.

17. Contact Information/Principal Contact:

For the University of Virginia:

University of Virginia School of \_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with a copy to:

University of Virginia

Office of the Executive Vice President and Provost

Booker House

1709 University Avenue

Charlottesville, VA 22903

For [Institution Name]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. This Agreement supersedes all earlier agreements between the parties and contains the final and entire Agreement between the Institutions with respect to the subject matter hereof. The Institutions shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by authorized representatives of both Institutions.
2. This Agreement and any amendments may be executed in counterparts which, taken together, will be deemed to constitute one and the same instrument.  Any counterpart signature delivered by facsimile, “pdf” or other electronic format, will be given the same legal effect as an original signature.
3. Both Institutions agree to comply with applicable laws, regulations, rulings, and standards and amendments thereto, of all entities which regulate, license, govern and/or accredit the parties, including, but not limited to, federal, state and local governmental agencies.

**In Witness Whereof**, the parties have executed this Agreement by their authorized representatives:

For the Rector and Visitors of the University of Virginia:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

Thomas C. Katsouleas Date

Executive Vice President and Provost

[Add if applicable: Approved for the [UVA School Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

[Name], Dean Date

**For [Institution Name]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

NAME: Date

TITLE: