

**THE UNIVERSITY OF AKRON COMMUNITY AND INDUSTRY
GRADUATE RESEARCH ASSISTANT PROGRAM**

Sponsor:**Address:****Contact:****Email:****Phone:****Academic Advisor:****Department:****Advisor Email:****Phone:****Contract Return:** Office of Research Administration, Leigh Hall 506, Akron, OH 44325-2102**Attn:** Jennifer Miller**Email:** jmillerr1@uakron.edu**Phone:** 330-972-7694**Student Name:****Student ID:****Term of Contract:****Total # of hours** (not to exceed):**Stipend:****Benefits:****Administrative Fee:****Location of Assignment (city):****Total Contract:**

ACADEMIC RESEARCH & DEVELOPMENT EXPERIENCE: The Department has selected an appropriate student in accordance with the Sponsor's request. The student will spend approximately **20** hours per week with the Sponsor for the period specified above. The Sponsor supervisor and student will coordinate the student's scheduled hours on site. The Sponsor supervisor will oversee and direct the student's activities, described in the attached **Academic Project**, to be carried out by the student while collaborating with the Sponsor.

COST and PAYMENT: The Sponsor will provide to UA a fixed amount for stipend and fringe benefits in support of the student's studies, and an administrative fee of 26%. Sponsor will be billed quarterly for these expenses.

The signed contract and payment(s) will be sent to The University of Akron, Office of Research Administration, Akron, OH 44325-2102. If payment is not received within 30 days, UA reserves the right to cancel the CIGA contract.

TERMS:

1. The student is a graduate assistant at UA, covered by UA's workers compensation policy and liability insurance, and is not entitled to any benefits applicable to employees of Sponsor. Student shall not hold himself/herself out as an employee of the Sponsor. Nothing in this Agreement is intended to create a joint venture or anything other than an independent contractor relationship between the Sponsor and UA. Sponsor ultimately shall be responsible for any activities performed by student under this Agreement.
2. When applicable, Sponsor shall provide an evaluation of the student's progress to the faculty advisor at intervals specified by the academic department.
3. The University of Akron is a state of Ohio educational institution, created under Ohio Revised Code Chapter 3359; and as such, its liability can only be determined by and governed in accordance with the Ohio Court of Claims Act (Ohio Revised Code Chapter 2743).
4. Student shall successfully complete, as required and presented by Sponsor, any orientation and education program, including but not limited to all applicable safety training for the Sponsor's site. The orientation and education program must be completed prior to beginning the graduate assistantship experience.

5. In the event that the project is not completed and the Agreement is terminated, in accord with item 10 below, UA shall be reimbursed for all hours worked prior to the date of termination of the Agreement.
6. Sponsor agrees to immediately notify the UA Advisor if the student is not providing the contracted number of hours or if there is an extended absence of the Student. UA shall have five (5) days to work with the student to remedy this situation. If the situation is not cured within that time, Sponsor may terminate this Agreement, consistent with Section 10 below. If Sponsor does not provide adequate notice to UA that the student is not attending, sponsor will be expected to reimburse any funds paid to student by UA.
7. Any changes to this Agreement must be in writing and signed by authorized representatives of Sponsor and UA. The parties shall consult with Student before making any changes that directly affect Student.
8. When applicable, the student will abide by Sponsor’s policy of confidentiality and all information given or made available to the student by Sponsor will be held in confidence. Notwithstanding the foregoing, Student, with the written permission of Sponsor, shall be permitted to include confidential information in any academic submissions. All inventions, designs, computer software, reports, drawings or other works and information (“Intellectual Property”) originated, conceived, or made as part of Student’s activities with the Sponsor will be owned by Sponsor. Student retains all rights in Intellectual Property created by Student outside the scope of Student’s activities with the Sponsor.
9. Sponsor shall abide by the confidentiality requirements of the Family Educational Rights and Privacy Act, which states that Sponsor shall not disclose any information concerning the student without the student’s prior written consent.
10. This Agreement may be terminated by either party by giving written notice to the other party at least thirty (30) days prior to the effective date of termination; provided, however, that Sponsor may terminate the Agreement for breach by student of her/his performance obligations under the Agreement, and failure to cure such breach within the time specified in Section 6. If the Sponsor terminates this Agreement for any reason other than a properly noticed failure by Student to meet her/his performance obligations under the Agreement, Sponsor shall reimburse the University for the value of the Stipend and related Administrative Fee for all hours that the Student worked under the Agreement.
11. Each party agrees not to use the other party’s, or its affiliates, name, logos, or trademarks, for any purpose without the prior written approval of the other party.
12. Each party agrees to comply with all applicable federal, state and local laws and regulations and shall not discriminate on the basis of race, religion, age, sex, color, disability, national or ethnic origin, or status as a disabled veteran, veteran of the Vietnam era or other veteran status.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

The person signing this Agreement on behalf of the Sponsor warrants that he or she is authorized to negotiate contracts and to bind his or her principal to this Agreement.

ACCEPTANCE:

The University of Akron

Signature

Date

Signature

Date

Name & Title

**Community and Industry Graduate Research Assistant Program
Academic Project**

To be completed by the Faculty Advisor in collaboration with the Sponsor. Describe how the student will use the experience with the Sponsor to enhance his/her academic curriculum.

- **Student:** _____ **Academic Major:** _____
- **Specific area of research or study:** _____
- **How does the Sponsor's business relate to the area of study?**

- **Anticipated research or project to be undertaken by student:**

- **How will the Faculty Advisor provide oversight and input?**

- **Anticipated results of the GA opportunity:**

Academic Advisor: _____ **Advisor Signature:** _____

By signing this form you are certifying that this student is eligible to participate in the CIGA program.

For students in F-1 status only, the faculty advisor also certifies the following:

1. The employment is an integral part of the student's graduate program, and
2. The off-campus location has an educational affiliation with the school that is (a) associated with the school's established curriculum or (b) related to a contractually funded research project at the graduate level.

Advisor Signature: _____