



Van Andel Institute

Guest Student Agreement*

This agreement is made and entered into by and between the **Van Andel Institute** and the [redacted] effective at the signing date of both parties.

1. Contact persons:

For **Van Andel Research Institute**

For [redacted] **University**

Name:	<u>Steven J. Triezenberg</u>	Name:	<u>[redacted]</u>
Title:	<u>Director, VAEI</u>	Title:	<u>[redacted]</u>
	<u>333 Bostwick, N.E.</u>		<u>[redacted]</u>
Address:	<u>Grand Rapids, MI 49503</u>	Address:	<u>[redacted]</u>
Telephone:	<u>616-234-5704</u>	Telephone:	<u>[redacted]</u>
E-mail:	<u>steve.triezenberg@vai.org</u>	E-mail:	<u>[redacted]</u>

2. **Purpose:** The purposes of this agreement are 1) to set out the responsibilities of VARI and the educational institution involved and 2) to ensure that students from colleges/universities who are studying at VARI have a productive experience and fulfill the expectations of their academic institution.
3. **Term:** This agreement commences on the date when both parties have signed the agreement and will continue indefinitely unless terminated by either as specified in Sections 6 and 7. The agreement will also terminate if no student from the [redacted] **University** applies for guest student status at VARI for five consecutive years. The agreement may be amended by mutual written agreement of the Parties.
4. **Student eligibility:** Students who meet the following requirements may submit an application under this agreement:
 - a. One year of academic credit,
 - b. Good academic and social standing at the college/university,
 - c. Fulfill all the college/university requirements for participating in a degree-credit program outside the academic institution, and
 - d. Have an active health insurance policy.
5. **Responsibilities**
 - a. Student requirements. Failure to comply with any of the requirements below is grounds for dismissal from VARI. Once accepted and the work/study commences the student must:
 - 1) Attend required orientation sessions and satisfactorily complete site-specific training sessions appropriate to the work at VARI,
 - 2) Comply with all VARI policies and procedures, and
 - 3) Satisfactorily participate in the work and study assignments.
 - b. [redacted] **University** agrees to:
 - 1) Provide, through a recommendation, assurance that the student has the necessary qualifications and preparation for the work/study,
 - 2) Communicate the institution's expectations to the VARI supervisor,
 - 3) To the extent allowed by the laws of the state of Michigan, USA, to indemnify and hold harmless VARI, its officers, employees, or agents, from any and all liability they might incur that is attributable to the negligent acts or omissions on the part of [redacted] **University**, its employees, or students who are in the performance of their duties,
 - 4) Provide a certificate of insurance that gives evidence of adequate coverage for above liability while the student is studying at VARI, and
 - 5) Award credit for work successfully completed at VARI, if applicable,
 - 6) Maintain educational records for this study,
 - 7) Designate that any idea, invention, or process first conceived or reduced to practice at VARI during the course of the student's work under this agreement shall be the property of VARI, and

8) Allow VARI to make all decisions regarding the publication of work/research done by the student while at VARI.

c. **Van Andel Institute** agrees to:

- 1) Review and consider applications,
- 2) For students who are accepted into the program, provide orientation and training for the position the student will hold,
- 3) Provide work that will enhance the students' education,
- 4) Supervise the work/study,
- 5) Provide materials and space necessary to perform research,
- 6) Complete an evaluation of the students' work for _____ University, and
- 7) Indemnify and hold harmless _____ University, its officers, employees or students from any and all liability which they might incur which is attributable to the negligent acts or omissions on the part of VARI, its officers, employees or agents who are in the performance of their duties pursuant to this agreement.

6. Miscellaneous

_____ University acknowledges and agrees that VARI may terminate a student's participation in the program at any time for the student's failure to abide by VARI policies or directives or for any reason deemed necessary by VARI.

7. Termination

A Party may terminate its participation in this Agreement upon thirty (30) day's written notice to the other Party or at any time by mutual consent of the Parties. The agreement will also expire after five years if no student has participated in the program.

If any Party is in material breach of the terms of this Agreement, the remaining Party may elect to consider the Agreement to have been terminated by the breaching Party provided, however, that no such termination will occur unless the breaching Party has been given thirty (30) days written notice of such election and has failed within that time period to cure the material breach.

8. Choice of Law

This agreement shall be governed by the laws of the State of Michigan, USA, without regard to conflict of law principles. Venue for any dispute under this Agreement shall lie only in the state or federal courts located in Michigan.

9. Independent Contractor

In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

10. Applicable Law

Each party shall be separately responsible for compliance with all laws, including antidiscrimination laws, which may be applicable to their respective activities under this program.

Signatures:

For **Van Andel Research Institute**

For _____ **University**

Signature: _____

Signature: _____

Name: Steven J. Triezenberg, Ph.D.

Name: _____

Title: Director, VAEI

Title: _____

Date: _____

Date: _____

*Since VARI reserves the right to enter into agreements with other academic institutions, this should not be understood as an exclusive agreement.