

**THE UNIVERSITY OF AKRON COMMUNITY/INDUSTRIAL ASSISTANTSHIP
PROGRAM IN GRADUATE EDUCATION**

Sponsor:

Address:

Contact:

Email:

Phone:

Academic Advisor/Department:

Advisor Email:

Phone:

Contract Return: Office of Research Administration, Polsky Suite 284, Akron, OH 44325-2102

Attn:

Email:

Phone:

Student Name:

Student ID:

Term of Contract:

Contract Amount (not to exceed):

Location of Work Assignment (city):

Stipend:

Benefits (3.1%):

Total # of hours (not to exceed):

WORK EXPERIENCE: The Department has selected an appropriate student in accordance with the Sponsor's request. The student will work approximately 20 hours per week for the period specified above. The Sponsor supervisor and student will determine the work schedule. The Sponsor supervisor will oversee and direct the work, described in the attached **Statement of Work**, to be carried out by the student while working for the Sponsor.

COST and PAYMENT: The Sponsor will reimburse the University for the student stipend and fringe benefits (workers compensation and retirement). UA will cost share through the remission of tuition and fees if a graduate student. UA will submit quarterly invoices to the sponsor. Checks should be made payable to The University of Akron and sent to the Office of Research Administration, Akron, OH 44325-2102.

TERMS:

1. The student is an employee of 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 work performed by student under this Agreement.
2. When applicable, Sponsor shall provide an evaluation of the student's work 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 work experience.

5. In the event that the work experience is not completed and the Agreement is terminated, in accord with item 9 below, UA shall be reimbursed for all work performed prior to date of termination of the Agreement. If funding for the entire term of the Agreement is pre-paid by Sponsor, UA will return to Sponsor any unobligated funds remaining to date of early termination.
6. Any changes to this Agreement must be in writing and signed by authorized representatives of Sponsor and UA.
7. 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. Any information provided to the student by Sponsor that is to be treated as confidential should be clearly marked or orally conveyed as such. Notwithstanding the foregoing, student, with the written permission of Sponsor, shall be permitted to include confidential information in any academic submissions.
8. Sponsor shall abide by the confidentiality requirements of the Family Educational Rights and Privacy Act, which states that Sponsor shall not disclose any educational information concerning the student without the student's prior written consent.
9. This Agreement may be terminated by either party by giving written notice to the other party at least 10 days prior to the effective date of termination.
10. 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.
11. 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.
12. 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

Sharon McWhorter, Director
Pre-Award Research Administration

Name & Title

Statement of Work

Student Name: