**This form should be used for any foreign national student visitor who is visiting Rutgers for the purpose of conducting research. For our purposes, we are defining foreign national as anyone who is neither a U.S. citizen nor is classified as a Permanent Resident (i.e., Green card holder). Even if the foreign national visitor is coming from a university or college located in the U.S., this form should be filled out. Please replace the items in red on the documents (pages 2-5) with the relevant information.**

**FOREIGN VISITOR CHECKLIST**

Please make sure that all of the below items are included prior to submission:

1. Agreement signed by visitor. Pages 2-3 of this document.
2. Copy of the Visitor’s CV or resume. Please include a copy with the submitted package.
3. Exhibit A - Statement of Research. Please indicate what research is to be performed by the visitor. If no research will be done by the visitor, please indicate that as well. Page 4 of this document. You may type the statement on the page provided or include a separate page. While the statement need not be lengthy, it should be specific. If any pathogens or toxins will be involved in the research, please indicate that as well.
4. Acknowledgement and Compliance with U.S. Export Control laws Statement signed by the sponsoring faculty member (see last page of packet). Page 5 of this document. Indicate the country from which the visitor holds a passport and not necessarily the country the visitor is coming from. For example, if the visitor is a French national attending a University in Italy, indicate “France” in the line on page 5.
5. Submit all **completed** packages to export-support@rutgers.edu and cc your Dean’s office in the email. Incomplete packages will be returned to the department.



**Visiting Student Agreement**

Visiting Student Name: Indicate Name of Visiting Student Here

Visiting Student Address: Mailing Address

Visiting Student Country of Origin: Indicate which country visitor is a citizen of

Current University/College: Name of University or College where currently enrolled

This Agreement sets forth the terms and conditions governing your appointment as a Visiting Student in the Department of Name of Department at Rutgers, The State University of New Jersey. The appointment will enable you to conduct research in collaboration with Dr. Name of Sponsoring Faculty Member and his associates in pursuit of your Ph.D. degree during the period Beginning Date toEnding Date. Dr. Last Name of Sponsoring Faculty will act as your Faculty Mentor and he will be your sponsor, advisor, and collaborator during your appointment. This research shall be in the area of general field of research.

This appointment is without compensation, does not create an employer/employee relationship and may be terminated by you or by the University at any time and for any reason. Accordingly, you are under no obligation to provide services to the University. If you do so they will be entirely voluntary. Since you will not be an employee of the University, you will not be eligible for any employee entitlements such as workers’ compensation. This being the case, you shall be responsible for all compensation, insurance, and benefits during your tenure in the Department of Name of Department. As a Visiting Student, you agree to use reasonable precautions to prevent any injury to University employees or damage to University property. You shall be responsible for bodily injuries or property damage caused by your negligence or willful misconduct. Further, you shall be subject to all rules and regulations, including safety rules and practices, governing the conduct of faculty, staff and students and shall be responsible for exercising due care in the use of Dr. Name of Sponsoring Faculty Member research facilities and property.

In the course of the research program to be undertaken by you, it may be necessary to exchange confidential information. The University and you agree to maintain in confidence for a period of three (3) years from the date of termination of this Agreement all information received from the other party which is designated confidential. You shall not remove any University confidential information from the premises.

You agree to maintain a research notebook of your research projects and disclose to the University any discovery or intellectual property, whether patentable or not, developed during your appointment at the University. Such research notebook shall be the property of the University and subject to review by the University at anytime. Upon termination of your appointment, you agree to submit to the University the original copy of your research notebook and any other written documentation pertinent to your research performed under this Agreement. Intellectual property, whether or not capable of being protected by patents or copyrights, developed by you during your residency at the University on projects funded by Rutgers/external sponsor; through the use of Rutgers specialized scientific equipment; or using Rutgers proprietary information, will be assigned to Rutgers and remain solely the property of the University. All other intellectual property discoveries made solely or jointly by visitor shall be determined in accordance with the principles of U.S Patent Law.

The University makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the availability or condition of the University research laboratories or any equipment used by you under this Agreement; or that the research program shall meet your intended objectives. The University shall not be liable for any direct, indirect, consequential, or other damages suffered by you resulting from the use of University facilities, equipment or research results.

This Agreement constitutes the entire agreement and understanding between the University and you and supersedes and cancels any and all prior oral or written understandings and agreements. No modifications, amendments, or waiver of any provision of this Agreement shall be valid unless in writing and signed by duly authorized officers or representatives of the University and you.

The University may terminate this Agreement at any time for any reason in the best interests of the University.

If the terms of this appointment are acceptable to you, please sign two (2) copies of this Agreement. Once fully executed by the University, a copy will be returned to you for your files.

**Agreed to by Student:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signed by

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Typed Name

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

Date

**Approved by University:**

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

Melissa L. Matsil, J.D.

Director, Corporate Contracts

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

Date

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rev. 12/18/18

**EXHIBIT A**

Please include below a short statement regarding the research that the visitor will be involved in.

For example, “Mr. Smith will conduct animal experiments in the study and analysis of anti-cancer properties of dietary supplements.”

**FACULTY SPONSOR EXPORT COMPLIANCE ACKNOWLEDGEMENT**

It is understood that the visitor is from type in the country of citizenship for the visitor which is a country restricted under the export control laws. As such, it is the personal responsibility of the Rutgers Faculty Mentor to ensure that the visitor does not 1) work on any projects that include equipment, technology, information or biological/chemical/toxic compounds controlled by the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and DHS List of Chemicals of Interest **and** 2) have access, including via computer, to any projects in process or completed that are deemed sensitive by the U.S. Federal Government including the Department of Defense including its affiliated departments (e.g. – Army, Navy, etc.), Department of Homeland Security and other similar agencies. The Visitor is restricted to fundamental research normally conducted in your laboratory; in the standard offered course curriculum; and in the public domain. Access to certain information/technologies beyond fundamental research may require an export license from the U.S. Government. Please acknowledge that you confirm and acknowledge the above responsibility.

Sponsoring Faculty:

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Signature Please print or type name

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_