**MARQUETTE UNIVERSITY (“MU”)**

**PARTICIPATION AGREEMENT FOR [Enter Participant Title Here]**

Project Title: “ [Project Title] ”

Sponsor: Marquette University

Principal Investigator: Dr. [Principal Investigator Name/Title/Department]

Agreement Term: [Start Date] through [End Date]

**Responsibilities:** I commit to [Describe Responsibilities] .

**Honorarium:** $ [Payment Amount]

 Payment will be made [Payment Date(s) or Time Frame] .

**Other Terms and Conditions:**

Relationship. [Participant Title] shall in no way become an employee of MU by participation in the Project. Consequently, MU is not obligated to make any employment related contributions or payments on behalf of [Participant Title] as a result of the payment of said stipend, including but not limited to State and Federal tax withholdings and FICA contributions. [Participant Title] expressly agrees that the amounts specified in this Agreement constitute the sole and complete financial obligation of MU as a result of participation in the Project, and [Participant Title] shall be responsible for payment of any other amounts due any third party or governmental entity.

Honorarium. The Honorarium amount has been determined exclusively by MU, is provided gratuitously to [Participant Title] as a result of participation, and may not be the subject of any negotiations or discussions with [Participant Title]. The Honorarium amount may be adjusted by MU at its discretion if [Participant Title] is unable to complete all responsibilities.

Confidentiality. [Participant Title] will not, either directly or indirectly, as an employee, agent, consultant, shareholder or in any other capacity, use or disclose any confidential or proprietary information, including without limitation employee and student data, financial data and mailing lists (“Confidential Information”) of MU for any purpose other than participation under this Agreement. Unless [Participant Title] has obtained the prior written consent of MU to the contrary, [Participant Title] will not disclose Confidential Information to any third parties. [Participant Title] agrees that it is responsible for any breach of this Agreement by its officers, directors, shareholders, employees, consultants and agents. This section will not apply to any information that [Participant Title] can demonstrate by written evidence: (a) was known to [Participant Title] prior to the disclosure to [Participant Title] by MU; or (b) has become public knowledge without a breach of this Agreement or other confidentiality obligation.

Indemnification. To the fullest extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party, and its agents, officers and employees, from and against loss or expense including costs and reasonable attorney’s fees by reason of liability for damages including suits at law or in equity, caused by a party’s intentionally wrongful or negligent acts or omissions connected with this Agreement.

***Participating*** [Participant Title]

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Name: Date

***Principal Investigator or Authorized Signer***

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Name: Dr. [Principal Investigator] Date

***Executive Director, Office of Research and Sponsored Programs***

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Name: Katherine Durben Date