Date of Request: Enter date here

Name: Enter name here

**Research Affiliate Application**

The Research Affiliate volunteer position is a designation for individuals from academic, research, governmental or non-profit institutions, or private entities who wish to be affiliated with the university as research volunteers. Research Affiliates are not employees of Marian University (MU) and are not entitled to any rights, privileges or benefits of employment. Once a proposed Research Affiliate’s application is approved in writing by the Assistant Provost for Research & Scholarship, the Research Affiliate may voluntarily participate, contribute and collaborate on a MU research program/project and may be included as an affiliated collaborator in MU applications for sponsored projects or grants. The Research Affiliation designation is a zero compensation affiliation.

This affiliation is effective upon the latest date of signature.

In order to have access to MU resources and participate as a Research Affiliate, the undersigned individual (hereinafter referred to as, the “Research Affiliate”), agrees, as follows:

1. Research Affiliate is not an employee of MU and is not entitled to any benefits of such employment.
2. Prior to engaging in any volunteer work hereunder, Research Affiliate shall:
   1. Cooperate with and provide complete and accurate information to MU, upon request, including but not limited to information regarding criminal background check and debarment and federal Excluded Parties List System screenings;
   2. Read and adhere to the University’s values, ethical commitment and code of conduct available [here.](https://www.marian.edu/about-marian/vision-mission-and-values)
   3. Complete any trainings required by university or campus policy.
3. For so long as Research Affiliate is affiliated with MU, Research Affiliate shall comply with all applicable local, state, and federal laws, in addition to all applicable University policies, rules and regulations pursuant to this Agreement (including those related to export control) and shall report to their faculty sponsor suspected or known noncompliance with such laws.
4. Research Affiliate represents and warrants, upon execution and for the term of this affiliation with MU, that:
   1. Research Affiliate is and, unless prior written notice is provided to MU, will be employed solely by the following entity: Employer Name.
   2. Research Affiliate is covered by Employer’s workers compensation coverage;
   3. Research Affiliate will maintain personal health insurance to protect Research Affiliate from and against personal injury;
   4. Research Affiliate will provide accurate and complete information to MU, as necessary, to enable MU to provide Research Affiliate with project access and comply with applicable law; and
   5. Research Affiliate will not access any export controlled information, without prior written approval from MU.
   6. Research Affiliate will disclose to MU any and all post-appointment criminal convictions and felony charges filed against Research Affiliate within three business days of the conviction or felony charge.
5. Unless described in a separate waiver, Research Affiliate shall assign and transfer to MU or its successors all rights, title and interest in and to any and all inventions, discoveries, software, data and information made by Research Affiliate during Research Affiliate’s appointment with MU using: (i) MU research facilities, including but not limited to University labs, lab equipment, or research software or (ii) MU funding (“University Inventions”); and all intellectual property rights in such University Inventions, including all patent and copyright; and Research Affiliate agrees to disclose such University Inventions MU and will fully cooperate, as necessary, to evidence this assignment and transfer. Research Affiliate further represents and warrants that he/she is authorized to enter into this voluntary arrangement with MU and to grant the rights set forth in this statement, and that Research Affiliate is not a party to any existing agreement or policy that would prevent Research Affiliate from granting the rights under this statement, including any agreement with or policy of Research Affiliate’s home institution. Notwithstanding the foregoing, to the extent that MU has entered into a separate agreement with Research Affiliate’s home institution that includes terms regarding the ownership of the intellectual property made by Research Affiliate during Research Affiliate’s appointment with MU, the provisions of such separate agreement will supersede this Section 5.
6. Research Affiliate shall include affiliation with MU on any and all publicly disseminated works related to activities undertaken by this affiliation. Such works may include but are not limited to presentations, seminars, posters, articles, monographs, and books.
7. Research Affiliate will not use or share outside of MU any proprietary or confidential information obtained via its affiliation with MU. Additionally, Research Affiliate will not perform any research funded by MU funds (including, but not limited to, any sponsored research funds obtained through the institution), using the facilities of Research Affiliate’s Employer.
8. This Agreement shall be governed by the laws of the state of Indiana. Nothing herein shall be construed as creating a relationship between the parties of principal and agent, partnership or joint venture, or employee and employer. This Agreement reflects the entire understanding of the parties and supersedes any and all other understandings or agreements between the parties. Neither party may assign their rights or obligations under this Agreement.
9. Either MU or Research Affiliate may end their affiliation at any time and for any reason. Research Affiliate will no longer seek, and MU may no longer provide, access to MU resources following termination of the affiliation. Only Sections 5 – 9 survive termination of this affiliation.

By signing this offer letter, you acknowledge that you have read and agree to the University

Administrative Policy entitled *Research Affiliate* (available at <https://marian.instructure.com/courses/3502642/modules>).

As a condition of your affiliation, you agree to abide by the terms of this Policy and agree that you shall assign and hereby do assign all discoveries in which the University has an interest as defined in the Policy.

***By my signature below, I agree to adhere to all the terms and conditions herein as required for my participation as a MU Research Affiliate.***

Agreed to by:

[Appointee Name] Date

Agreed to by:

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Assistant Provost for Research & Scholarship Date

For Office Use Only;

Affiliation active dates: Start: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant requires: Email account: \_\_\_\_\_\_\_ ID badge: \_\_\_\_\_\_\_\_\_\_

Parking permit: \_\_\_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_