Click here to enter a date

Enter full name

**Research Affiliate Terms of Affiliation**

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 volunteers; who are sponsored by a university unit; and who have a clear and documented association with the research activities occurring in the sponsoring unit.

Research Affiliates are not employees of the University of Colorado Boulder (UCB) 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 Dean/Director/Chair of the sponsoring unit, the Research Affiliate may voluntarily participate, contribute and collaborate on a UCB-sponsored research program, cooperative agreement, or research project, and may be included as an affiliated collaborator in CU applications for sponsored projects or grants.

The Research Affiliation designation is a zero compensation, zero percent recognition of UC affiliation that is subject to prior approval by UCB Human Resources.

This affiliation is effective date

In order to have access to UCB 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 UCB 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 UCB, upon request, including but not limited to information regarding criminal background check and debarment and federal Excluded Parties List System screenings required by UCB;
	2. Read and adhere to the University’s values, ethical commitment and code of conduct available [here.](https://www.cu.edu/mission-university-colorado-guiding-principles-and-vision-statement)
	3. Complete any trainings required by university or campus policy, [Including Discrimination and Harassment Training](https://www.colorado.edu/researchinnovation/hr/research-professor-series/training) and [IT Security Training](https://oit.colorado.edu/it-security/training).
	4. Complete the Conflict of Interest form (DEPA), available at: <https://www.colorado.edu/researchinnovation/coi/disclosure-form-depa>.
3. For so long as Research Affiliate is affiliated with UCB, 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 UCB, that:
	1. Research Affiliate is and, unless prior written notice is provided to UCB, 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 UCB, as necessary, to enable UCB 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 UCB.
	6. Research Affiliate will disclose to UCB (hr-bgc@colorado.edu ) 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. Research Affiliate shall assign and transfer to the Regents of the University of Colorado, its successors and assigns, by executing the Intellectual Property Assignment attached as Exhibit A, 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 UCB using: (i) University of Colorado research facilities, including but not limited to University labs, lab equipment, or research software or (ii) University of Colorado 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 to Venture Partners at CU Boulder using Venture Partners at CU Boulder’s standard disclosure forms and will fully cooperate with UCB, 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 UCB 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 UCB 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 UCB, the provisions of such separate agreement will supersede this Section 5.
6. Research Affiliate will not use or share outside of UCB any proprietary or confidential information obtained via its affiliation with UCB. Additionally, Research Affiliate will not perform any research funded by UCB funds (including, but not limited to, any sponsored research funds obtained through the University of Colorado), using the facilities of Research Affiliate’s Employer.
7. Either UCB or Research Affiliate may end their affiliation at any time and for any reason. Research Affiliate will no longer seek, and UCB may no longer provide, access to UCB resources following termination of the affiliation. Only Sections 5 – 8 survive termination of this affiliation.
8. This Agreement shall be governed by the laws of the state of Colorado. 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.

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

Administrative Policy entitled *Intellectual Property Policy on Discoveries and Patents for Their Protection and Commercialization* (<https://www.cu.edu/ope/aps/1013>) as periodically revised and updated. (“Policy”). 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 UCB Research Affiliate.***

Agreed to by:

[Appointee Name] Date

**RESEARCH AFFILIATE STATUS APPROVED BY SPONSORING DEAN, DIRECTOR OR CHAIR:**

By signing this certification statement you certify that you have reviewed the proposed affiliation and:

1. You have confirmed that the Research Affiliate is not bringing any intellectual property to the university and that neither you nor any other university employee will be using intellectual property developed by Research Affiliate prior to this affiliation without first reporting such intellectual property to your faculty sponsor.
2. You are aware of the export-control status of the hardware, software and other technology available within or through your lab/program and you will not permit Research Affiliate access to any export-controlled hardware, software or other technology without first **(please check a or b)**:
	1. [ ]  Confirming with the UCB Office of Export Controls (OEC) that no license is required prior to Research Affiliate’s access to the lab/program; or
	2. [ ]  If an export license is required prior to such access, a license has been obtained.
3. You have determined that either **(please check a or b)**
	1. [ ]  The university will not be providing Research Affiliate with access to any confidential information or technology belonging to the university or to any third party; or
	2. [ ]  The university may provide Research Affiliate with access to confidential information of the university or a third party, and that, therefore, the Research Affiliate has been required to execute, and has executed a Nondisclosure Agreement, protecting that information.

Agreed to by:

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

[Faculty Sponsor Name, Title] Date
[Department]

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

[Dean/Chair/Institute Director, Title] Date
[Department]

(Not required if same as Faculty Sponsor)

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT

 WHEREAS, I, [insert name] (“Inventor”) agree to serve as a Research Affiliate in the Department of [insert department] at the University of Colorado Boulder (“University”) and anticipating the possibility that I will invent or discover a new and useful process, technique, manufacture, and/or an improvement thereof in the performance of my services as a Research Affiliate using University research facilities, including but not limited to University labs, lab equipment, or research software or University funding and for which the University may seek legal protection (the “Inventions”) and/or that I may create tangible materials, including, but not limited to, software, subject to U.S. and foreign copyright rights (the “Works”), I agree to assign and hereby do assign my entire right, title and interest in any such Inventions and Works pursuant to the terms herein; and

WHEREAS, the Regents of the University of Colorado, a body corporate (“Assignee”), is desirous of securing the entire right, title and interest in and to Inventions and Works, and all other rights, powers, privileges and interests in the Inventions and Works, including, without limitation, the right to sue and recover for past, present, and future infringement;

NOW THEREFORE, for good and valuable consideration the receipt of which is acknowledged, Inventor hereby irrevocably sells, assigns, and transfers to the Regents of the University of Colorado, a body corporate, its successors and assigns, and the Regents of the University of Colorado, a body corporate, hereby accepts, the entire right, title and interest in and to the Inventions and (i) all patent applications in the United States and any foreign countries and all applications pursuant to the Patent Cooperation Treaty to be filed for the Inventions, including any continuation, divisional, reissue, reexamination, continuation-in-part, continuation, extension, and post-grant review of such patent applications, and including the right to claim priority to any of the foregoing patent applications, and the right to file any subsequent patent application claiming priority to any of the foregoing patent applications, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the Inventions in the United States or any other country, and all causes of action and enforcement rights for any of the foregoing patent rights, including all rights to pursue damages, injunctive relief, and other remedies for past and future infringement of the foregoing patent rights, and (ii) all copyright in the Works and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and the Regents of the University of Colorado, a body corporate, has the right to obtain and hold in its own name any copyrights, registrations and other proprietary rights which may be available.

Inventor warrants and represents to the best of its knowledge that it has the full right to convey the interests assigned by this Intellectual Property Assignment, and that Inventor has not executed and will not execute any agreement in conflict with this Intellectual Property Assignment.

Inventor further covenants and agrees that it will, at the Assignee’s expense, sign all lawful papers when called upon to do so, and execute and deliver any and all papers that may be necessary or desirable to perfect title to the Inventions and Works in the Assignee, its successors and assigns.

Nothing in this Intellectual Property Assignment alters the rights and obligations of the Inventor or Assignee pursuant to separate agreements between the parties.

 (Signatures follow on the next page)

Agreed to by:

[Appointee Name] Date

Bryn Rees, Assistant Vice Chancellor, Research & Innovation Date

Managing Director, Venture Partners

Brynmor.rees@colorado.edu