

FORM 3501 FR.13

Application for Appointment as a Visiting Fellow or Laboratory Associate

2023

Instructions:

The **Visiting Fellow** rank may be used to appoint individuals to Yale to do independent research whose regular and significant presence at Yale will be of mutual benefit. Please email this application and copy of the CV to Postdoctoral Affairs for approval before extending a formal invitation to the candidate. **(email: alisa.paradise@yale.edu)**

The **Laboratory Associate** rank may be used to invite individuals to Yale to collaborate with Yale faculty, involving activities requiring presence on campus and access to Yale laboratory facilities. Please email this application and a copy of the CV to Postdoctoral Affairs for approval before extending a formal invitation to the candidate and before requesting a visa with the Office of International Students and Scholars. **(email: alisa.paradise@yale.edu)**

Summary of Eligibility Requirements

Visiting fellows should:

- 1) have a Ph.D. or be an established scholar;
- 2) hold a position at another university or at a company;
- 3) have an outside source of salary support of at least \$3,200/month (personal funds are excluded);
- 4) have health insurance coverage.

Lab Associates should:

- 1) have a Ph.D. or have equivalent training;
- 2) have two or more years of research experience following the Ph.D.;
- 3) have demonstrated a high professional ability in fields related to the work being proposed;
- 4) hold a position at another university or at a company and should be coming to Yale part-time or for a short duration;
- 5) have an outside source of salary support of at least \$3,200/month (personal funds are excluded);
- 6) have health insurance coverage;
- 7) be in residence at Yale during the appointment.

Important Considerations

- 1) A signed copy of the attached Research Attachment must also accompany this application. If the individual is employed by a for-profit institution, a Visiting Scientist Agreement may be required in lieu of a Research Attachment.**
- 2) Appointees are not Yale employees, cannot be paid from Yale-administered funds, and do not receive fringe benefits from Yale.
- 3) Appointees will need to show evidence of health insurance and external funding. The sponsoring department cannot pay for health insurance or provide salary/compensation.
- 4) Appointments are for a maximum term of 1 year and in most cases are non-renewable.

Please consult the Yale Faculty Handbook and Form 3501FR.13—Instructions, for more information.

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Application for Appointment as a Visiting Fellow or Laboratory Associate

Appointment type (check all that apply):

- New Appointment Lab Associate
 Reappointment Visiting fellow

1. Applicant's Name (Last, First):
2. Title (MD, PhD, etc):
3. Name of Yale department:
4. Name of Yale faculty sponsor:
5. Requested appointment dates (no more than one year):

6. Country of Citizenship:
7. Permanent Address (including country):

8. Position or title with current employer:
9. Current employer (name of):
10. Address of current employer (including country):
11. Source of outside financial support while at Yale University:
12. Amount of financial support while at Yale University (per month):
13. Percentage of time at Yale (%):
14. If not 100%, where will applicant spend rest of time?:

15. Has the applicant previously held an appointment at Yale? Yes No
 - a. If so, please indicate the title held.
 - b. What was the duration of the appointment?
 - c. Who was the faculty mentor/sponsor?
16. Will the applicant bring any equipment (other than a personal computer) to Yale?
 Yes No
If yes, please describe and note any special requirements for installation. If yes, you must provide a Certificate of Insurance for use of equipment on Yale premises.

17. Briefly describe the applicant's proposed activities (and access requested), study and/or research while at Yale:

Signatures Required:

Chair of the Department: _____

Business Manager or Departmental Administrator: _____

Faculty Sponsor: _____

Conflict of Interest Screening Questions (for the applicant to complete). *Please note: definitions of bolded words are included at the end of the document.*

Did/will you, your spouse, your domestic partner, or your dependent children...

1. Serve in a **fiduciary** or management role for any external **entity**, or serve on an advisory/review committee for commercial entity that could relate to your **research**, administrative, clinical, teaching, or other Yale activities? *This includes, but is not limited to, service as an **officer** or other management position, partner, trustee, member of the board of directors or scientific advisory board.*

Yes No

If yes, please describe:

2. Have any reportable **financial interest** from an external **entity** that could relate to your **research**, administrative, clinical, teaching, or other Yale activities?

Yes No

*(This includes, but is not limited to, consulting fees; stock, stock options, or other ownership interests; honoraria or speaking fees from for-profit entities; salary; loan; gifts; fees for serving on boards of directors, scientific and other advisory boards; or other compensation. If you have or will receive **royalty** payments, do not include these payments when responding to this question. Consider your **royalty** payments when responding to questions 3 & 4.*

If yes, please describe:

3. Do you have any active **patents** or **patent** applications resulting from or related to your Yale work?

Yes No

4. Do you have any **license agreements** (or expect to execute any agreements) with an outside **entity** that is resulting from or related to your Yale work?

Yes No

Conflict of Interest Questions (term definitions)

Fiduciary: One who owes to others the duties of good faith, trust, confidence, and candor. Fiduciaries include officers, trustees, partners or members of the governing board of an entity.

Entity: Any non-Yale organization, including for-profit or non-profit companies, corporations, partnerships, LLCs, foundations, associations, cooperatives.

Research: A systematic investigation designed to develop or contribute to generalizable knowledge. Research includes conducting clinical trials.

Officer: A person who holds an office of trust, authority, or command. In corporate organizations, an officer is elected or appointed by the board of directors to manage the daily operations of the firm. Officers include chief executive officer, president, vice president, secretary, and treasurer.

Financial interest: Any financial interest in or relationship with an entity, including, but not limited to, stocks, bonds, stock options, warrants, partnership or other equity or ownership interests, rights to patent or royalty payments, consulting fees, honoraria, speaking fees, salary, loans, gifts, lectureship fees, fees for serving on boards of directors, scientific and other advisory boards, or other compensation. For the purposes of this disclosure, financial interests DO NOT include stock owned through mutual funds or reimbursement for travel expenses.

Royalty: Compensation for the use of intellectual property, usually copyrighted works or patented inventions, often calculated as a percentage of the receipts from use of the property or as a payment for each unit produced.

Patent: The exclusive right to make, use, or sell an invention for a specified period of time, granted by the federal government to the inventor.

License agreement: A contract by which one (the licensor) grants to another (the licensee) the right to sell, make, or use certain intellectual property in return for royalties, fees, or other forms of compensation.

Please submit this application either via email to alisa.paradise@yale.edu.

The following agreement must be signed by all applicants for Visiting Fellow or Laboratory Associate appointments *except those who are employed by for-profit institutions, whose employers may be required to execute a Visiting Scientist Agreement. For further information and to determine if such an agreement may be necessary, please contact James Cresswell and Denise Graham within the Office of Grants and Contracts Administration.* The VSA is available from james.cresswell@yale.edu or denise.graham@yale.edu within the Office of Grants and Contracts Administration. The agreement below clarifies issues such as intellectual property rights, third-party obligations and safety requirements, and in most cases will not affect the planned activities of the appointee in any way. Questions regarding any specific provisions of this agreement can be directed to dpst@yale.edu.

Research Attachment

For Visiting Fellows or Laboratory Associates from Academia, Other Nonprofit Institutions, or Governmental entities¹

This attachment applies to the proposed collaborative research activities to be conducted by while appointed as Visiting Fellow or Laboratory Associate (“the appointee”) at Yale as described in section 17 of the application. This attachment is effective once this letter is signed and Yale’s Postdoctoral Affairs Office or Provost’s Office approves the appointment, and lasts for the length of the appointment.

1. In order to promote collegiality, Yale agrees that the appointee may retain any intellectual property s/he creates pursuant to his or her work at Yale, subject to the following:
 - a. Yale’s research mission would be impeded if the appointee contributed to advancing knowledge or research, and then used his or her intellectual property rights to block Yale from using those advancements. The appointee therefore hereby grants Yale a nonexclusive royalty-free license to use intellectual property s/he created at Yale for Yale’s teaching, research, or other educational or academic purposes. The license is sublicensable by Yale to its partners in research, education and/or training.
 - b. Research at Yale often involves obligations to outside parties. For example, money, materials, software, and/or equipment are often provided through contracts that give some intellectual property rights to the providers (e.g., sponsors). If the appointee uses these resources, or contributes to work using these resources, the providers may have rights in the results from the appointee’s research. Yale must be able to fulfill its obligations to the providers. The appointee therefore agrees to assign and hereby does assign to Yale rights to intellectually property created by the appointee at Yale, to the extent necessary for Yale to comply with its obligations to third parties.

¹ Visitors who are Yale employees and therefore sign a Yale Patent Policy Acknowledgment do not need to sign this form.

- c. The appointee agrees to promptly notify Yale's Office of Cooperative Research of any inventions arising from his or her activities, so that intellectual property rights can be determined. If Yale commercializes the results of the appointee's research, Yale will share commercialization proceeds with the appointee as if he or she were a Yale faculty member, following applicable Yale policies and procedures.
 - d. The appointee agrees to execute any documents necessary to implement this Section 1.
 2. The appointee will abide by all applicable Yale policies, procedures and guidelines, including training requirements relevant to use of Yale facilities.
 3. The appointee will not bring equipment, supplies, or materials to Yale without the permission of his or her Hosting Faculty member, the written approval of Yale's Environmental Health & Safety department, and an executed agreement referencing this letter (e.g., a material transfer agreement or equipment/supplies use agreement governing the terms and conditions of the use of the material, equipment or supplies). If materials are to leave Yale at the end of the term of this appointment, then the parties agree to follow Yale procedures for the transfer.
 4. The results of the research and any information identified as confidential are Yale's Confidential Information. During the term of this Agreement, the appointee may have access to information, data and techniques that are confidential to Yale or third parties to whom Yale has obligations of confidentiality. The appointee will not disclose Confidential Information until it is published by or with the permission of the Hosting Faculty member, or [duration to be filled in at direction of Hosting Faculty member] after the termination of this Agreement, whichever comes first. However, any information identified as Confidential Information of an outside party shall be maintained in confidence for as long as is required by the contract or other obligation making it confidential. It is the obligation of the appointee to find out from the Hosting Faculty member how long the confidentiality obligation lasts.

READ AND AGREED:

By:

Name: [name of Visiting Fellow/Laboratory Associate]

Date:

Last revised 8/2023