



### Instructions:

The **Laboratory Associate** rank may be used to invite individuals to Yale to collaborate with ladder rank faculty in instances in which a presence on campus and access to Yale laboratory facilities are necessary.

This Application must be approved by Postdoctoral Affairs *prior* to the unit extending a formal invitation to the candidate and before requesting a visa through OISS for international candidates.

A signed copy of the attached Research Attachment must also accompany the submitted Laboratory Associate application. If the individual is employed by a for-profit institution, a Visiting Scientist Agreement may be required in lieu of a Research Attachment.

### Eligibility Requirements:

#### Laboratory 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 (personal funds are excluded);
- 6) have health insurance coverage;
- 7) be in residence at Yale during the appointment.

### Please note:

- 1) Appointees are not Yale employees, cannot be paid from Yale-administered funds, and do not receive fringe benefits from Yale.
- 2) Appointees need to show evidence of health insurance and external funding.
- 3) Appointments are for a maximum term of 1 year and in most cases are non-renewable.
- 4) Appointees must complete research compliance and safety training prior to entering the lab.



To be completed by the Ladder Rank Faculty Sponsor and/or departmental business office representative.

1. Applicant Information

Applicant Name: First Last

Nation of Citizenship:

Permanent Address:

Highest Degree Earned:

Has Applicant previously held a position at Yale?

Yes No

If Yes, please state nature of previous appointment:

2. Employer Information

The information requested below refers to the Applicant’s current employment status rather than to the proposed Lab Associate appointment at Yale.

Employer Name:

University:

Other:

Employer Address:

City State Nation

Current Position with Employer:

Will appointee retain this position and title while working at Yale? Yes No

Has the employer funded, or is it currently funding, research or service work at Yale? Yes No

3. Faculty Sponsor Information

Faculty Name: First Last

Department:

Lab Address (Bldg & Rm):

Does the faculty sponsor have a relationship with the Applicant’s employer? (Include membership on a company’s scientific advisory board.) Yes No

If Yes, please explain:

The Faculty Sponsor should submit a new Conflict of Interest form with this application if changes have occurred.

No changes have been made since the last submission.

*Activities at Yale must comply with all relevant University policies including those on conflict of interest, conflict of commitment, and intellectual property, as described at [yale.edu/provost](http://yale.edu/provost).*

Percentage (%) of time at Yale: \_\_\_\_\_ If less than 100%, list below where the Applicant will be working: \_\_\_\_\_

Monthly amount (USD):  
(minimum of \$3700/month)

Briefly describe the Applicant's proposed activities while at Yale:

Describe the relationship between the Applicant's proposed Yale activities and those currently performed for their current employer:

Will Applicant bring any equipment to Yale other than a personal computer?      Yes      No

List below any special requirements for installation. If applicable, provide a Certificate of Insurance for use of equipment on Yale premises.

Name of departmental person completing application:

Date:

***For Postdoctoral Affairs use only***

Approved

Not Approved

Signature:

Date:

All applicants for Visiting Fellow or Laboratory Associate positions are required to sign the agreement outlined below, with the exception of individuals who are employed by for-profit institutions, whose employers may be required to execute a Visiting Scientist Agreement. To determine whether a VSA is necessary, or for additional guidance, please contact Jeffrey McGuinness in the Office of Grants and Contracts Administration. Further information, including access to the VSA, is available on the Yale Office of Sponsored Projects Corporate VSA page. This agreement outlines key provisions related to intellectual property rights, third-party obligations, and safety requirements. In most instances, it will not impact the appointee's planned activities.

## Research Attachment For Visiting Fellows or Laboratory Associates from Academia, Other Nonprofit Institutions, or Governmental entities<sup>1</sup>

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 on page 3 of the application. This attachment is effective once this letter is signed and the Office for Postdoctoral Affairs 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.

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<sup>1</sup> 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 Ventures 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 the 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:**

**Signature:**

**Name:**

**Date:**