NIH Manual 2300-308-4, Appendix 3

NIH Research Collaborator (RC) Agreement for "Opportunities for Collaborative Research at the NIH Clinical Center U01"

The Parties acknowledge that an employee of (print Organization name) will work collaboratively with an NIH intramural collaborator on a project funded by the U01 grant. The employee of (print Organization name) will act as a Research Collaborator (Non-Clinical) OR Research Collaborator (Clinical) ("RC"). The RC will be assigned to work within the (print name of lab/branch/program) of the (print IC acronym). The role of the RC in the U01 is stipulated as (fill in role, e.g., PI, Co-PI, research assistant, etc.). The RC agrees to the following terms:

I, (print RC full name), in consideration of acceptance by NIH as a RC understand and agree to the following terms.

1. The intent of the work performed by the RC will be to advance the research goals enumerated in the documented research collaboration referenced above.

2. RC will work with their NIH intramural collaborator to provide written disclosure promptly to the Technology Development Coordinator of the NIH Institute/Center (IC) of all inventions which are conceived or first actually reduced to practice during the term of work at NIH. The following will govern reporting and disposition of the confidential and proprietary information/material:

   (a.) Non-NIH employees participating in "Opportunities for Collaborative Research at the NIH Clinical Center U01" are exempt from NIH policies requiring assignment of their intellectual property rights to NIH for inventions made under the U01. This is based on a waiver (Appendix 3A) approved by the NIH Deputy Director for Intramural Research which states, "…non-employee investigators on this U01 to be exempt from the requirement to assign their intellectual property rights to NIH for inventions made under the UO1 funded on-campus collaborations."

   (b.) The work the RC will perform may require access to knowledge and information of a confidential nature to the NIH IC. The RC and NIH intramural collaborator have developed the appended agreement prior to the start of the collaboration detailing data use, publication, disclosure of confidential information, and intellectual property considerations. RC agrees to adhere to the agreement guidelines for the duration of the collaboration..
   This responsibility to protect said confidential information extends for a period of 5 years beyond the RC status with the IC.

   (c.) All documents, written information and other items, including but not limited to notes, sketches, laboratory reports, experiments, notebooks, papers, publications, project reports, records, and information relating to inventions or improvements, kept or obtained by the RC while engaged as a RC by the IC, shall be shared between the U.S. Government and the RC. Details will be delineated in the agreement between the NIH intramural collaborator and RC prior to the start of the collaboration.

   (d.) RC will follow NIH's publication policies and practices, including Public Access requirements, as well as any other specific terms of publication that are part of the signed agreement between the RC and NIH intramural collaborator

3. RC will waive any and all claims for compensation from the Government of the United States for any services performed

incidental to the personal research RC performs, and absolve NIH of any responsibility in case of personal injury or death arising out of those research activities, and/or failure or damage to RC's experiments or equipment. The RC involved in clinical activities must provide evidence of professional liability coverage prior to the start of the collaboration.

4. While on NIH premises, RC will conform to all applicable administrative instructions and requirements of the Department of Health and Human Services and NIH, including all regulations and procedures concerning conduct, safety, patient care, and animal care.

5. RCs who are NIH grantees are required to be in compliance with the recently issued NIH Financial Conflict of Interest regulation applicable to investigators and their institutions (see: http://grants.nih.gov/grants/policy/coi/coi_faqs.htm).

6. RC agrees to obtain, prior to the beginning of this assignment, health insurance coverage substantially comparable to that provided by the Federal Employee's Health Benefits Plan and show proof of coverage prior to beginning RC appointment. Furthermore, non-immigrant foreign nationals sponsored as J-1 Exchange Visitors must maintain adequate health insurance coverage for themselves and any J-2 dependents as required by the U.S. Department of State.

7. If not a U.S. citizen or permanent resident, RC agrees to provide evidence of valid non-immigrant status and RC eligibility to the Division of International Services, ORS, for the duration of the RC appointment.

Research Collaborator Signature Date

It is understood that the RC is an employee of (print Outside Organization name) and that (print Outside Organization Name) accepts these terms for the work the RC will be conducting during the term of the RC appointment.

Printed Name of Outside Organization Responsible Official and Position Title

Authorized Signature of Outside Organization Responsible Official Date

Signature of NIH IC Approving Official and Printed Name and Position Title Date