

Policy & Procedure Regarding “External Postdoctoral Researchers”

Occasionally we need to arrange for a postdoc at another academic institution to visit here for a short time, typically for the purpose of learning a technique or participating in an experiment. We will designate such individuals, “External Postdoctoral Researchers.” They may come to the University through an agreement between the University and the “Sending Institution” where they hold a postdoctoral position like our PDR positions. The EPR does not, however, become a Chicago PDR, and should not later say that she or he was a postdoc, or was trained at, the University of Chicago. The “Sending Institution” must maintain the EPR’s compensation and benefits, including medical insurance. An EPR is not eligible to purchase medical insurance through the University or Garnett-Powers.

- 1 EPR’s may visit for no more than six months. That is a hard limit. Renewal or extension will not be considered.
- 2 EPR’s will have access to University facilities, and networks, subject to applicable policies.
- 3 EPR may not enter “patient space” in the Medical Center.
- 4 There must be a programmatic justification for the visit.
- 5 The “Agreement for External Postdoctoral Researcher” form, with all signatures from the University offices and none from the Sending Institution or the EPR, along with a current CV from the proposed EPR, should be sent to the office of the Provost for approval *at least one week prior* to the start of the visit.
- 6 Requests for retroactive approvals will not be considered.

Routing sequence for form

1. Host
2. Chair
3. Dean
4. Provost
5. Sending Institution
6. EPR

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UNIVERSITY OF CHICAGO
AGREEMENT FOR EXTERNAL POSTDOCTORAL RESEARCHER
(BSD)

The University of Chicago (the “University”) and _____ (the “Sending Institution”) agree that _____ (the “External Postdoctoral Researcher (EPR)”), an employee or fellow of the Sending Institution, may visit the University to engage in research and training in the Department of _____ laboratories under the direction of _____ (the “Host”), a member of the University faculty. The University and the Sending Institution also agree that the visit will be beneficial to the EPR, the University and the Sending Institution. The following terms and conditions apply to this agreement:

1. The EPR’s activities at the University will begin on or about, _____ 20__ and conclude on or before _____, 20__ , *a period not to exceed six months*, unless sooner terminated by either party. The EPR’s activities while at the University under this agreement will include:

2. While at the University, the EPR may acquire information, data, procedures and techniques that are confidential, proprietary information of the University or of sponsors of research or other activities at the University. The EPR and the Sending Institution agree not to disclose such information to others and not to use such information in the manufacture of products or performance of services unless the University, acting through its Polsky Center for Entrepreneurship and Innovation, agrees to license the Sending Institution to use such information. The agreement not to disclose does not apply to information that is published, already known to the EPR or Sending Institution, or received by the EPR or Sending Institution from other sources not bound by similar obligations of confidentiality. In accordance with the University’s intellectual property policies, any discoveries or inventions that may arise from the EPR’s use of facilities, equipment or materials of the University or using funds administered by the University shall be the property of the University. EPR hereby assigns to the University all of EPR’s ownership, right, title and interest in and to such inventions and discoveries, including without limitation any patent and other intellectual property rights therein, whether EPR acquired those rights before signing this agreement or acquires them in the future. The EPR will cooperate by promptly disclosing such inventions and discoveries to the University, and signing such papers and providing such information as are needed to comply with such policies.

3. While at the University, an EPR may have access to digital publications, data, information, software and the like that have been licensed to the University. The EPR may use these materials only while at University and solely to the extent necessary in connection with his or her professional activities at the University.

4. The Sending Institution will provide for the EPR’s compensation, benefits and expenses in accordance with the Sending Institution’s policies, including medical insurance coverage for the EPR’s stay at the University. The EPR shall not be an employee of the University and shall not be entitled to any compensation or benefits made available by the University to its employees or required by law for University employees.

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5. The Sending Institution agrees to indemnify the University against all claims arising because of the External Postdoctoral Researcher's presence at the University, except to the extent caused by the University's gross negligence or willful misconduct.
6. If the EPR is not a citizen or Legal Permanent Resident of the United States, he or she may not conduct the activities covered under this Agreement in B-1/B-2 status or under the Visa Waiver Program. The University will sponsor the EPR for J-1 status in either the "Research Scholar" or "Short-Term Scholar" category, if eligible for J-1 status. Within three business days of arrival at the University, the EPR must visit the Office of International Affairs and present his or her documents. If the EPR arrives at the University in B-1/B-2 status or under the Visa Waiver Program, this agreement is void ab initio.
7. The External Postdoctoral Researcher will comply with all applicable University policies, rules and regulations and will follow the directions and guidance of the Host. The University may terminate this Agreement and the External Postdoctoral Researcher's access to the University's facilities at any time in its sole discretion.
8. An EPR is expressly prohibited from entering patient space in the UC Medical Center.

THE UNIVERSITY OF CHICAGO

Sending Institution Name

BY (Host) _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

Department Chair _____

Date _____

Dean's Office _____

Date _____

Provost's Office Date

The EPR should not sign this Agreement unless it has been endorsed by the Provost's Office.

External Postdoctoral Researcher Date