



**NSF/ASEE Small Business Postdoctoral
Research Diversity Fellowship Program**



Administered by the American Society for Engineering Education

1. Parties

This Agreement, dated as of _____, 2011, is made by and between:

a) The American Society for Engineering Education, located at 1818 N St. NW, Washington, D.C., which will be referenced in name as "ASEE"; and

b) _____, located at the following address:

_____, which will be referenced as the "Host Company."

2. General agreement terms

2.1 Program and Fellowship

(a) The Program. Through funding provided by the U.S. National Science Foundation (NSF), ASEE has established the Small Business Postdoctoral Research Diversity Fellowship Program (the "Program") to grant fellowships to highly-trained engineers and place the Research Fellows in small business research settings to: (i) acquire real-life research experience, (ii) learn to work in multidisciplinary teams, (iii) learn to apply academic expertise in the work of product development, and (iv) complete an individualized work plan and training program developed by a mentor at the Host Company.

(b) The Fellowship. Host Company has agreed to sponsor _____ (the "Research Fellow") in connection with the Program (the "Research Project").

Program funding is available from _____, 2011 to _____, 2012 and is subject to the NSF Research Terms and Conditions, dated July 2008 ("RTC") and NSF RTC Agency Specific Requirements, dated January 2009 ("NSF RTC"); see <<http://www.nsf.gov/awards/managing/rtc.jsp>>

2.2 Financial Terms.

(a) Under the Program, each approved Research Fellow will receive a one-year stipend of \$75,000 (the "Program Stipend") plus health insurance (enrolled in ASEE health care program);

(b) Host Company will engage a Research Fellow, subject to Host Company's standard human resources requirements and policies. The Fellow will be an independent contractor of ASEE and will not accrue credits for unemployment compensation. In addition, all arrangements for payment of federal, state and local income taxes are the responsibility of the Research Fellow. The Program Stipend will be paid directly to the Research Fellow by ASEE (\$75,000, paid in monthly installments via direct deposit, plus health insurance).



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(c) Host Company will pay \$10,000 plus a one-time \$2,500 administrative fee to ASEE for each fellowship awarded **before the start of fellowship**. Host Company may furnish additional funds for stipend, professional travel and relocation costs for a Research Fellow, as deemed appropriate by Host Company.

(d) Host Company assumes liability for any injury that might occur to the Research Fellow relating to or resulting from the Research Fellow working at the Host Company facility.

2.3 Appointments.

(a) Appointment Process.

1. Research Fellow applicants will browse potential Host Company opportunities posted on the ASEE/NSF website and contact potential mentors to apply for positions in which they are interested.
2. The Host Company will contact the applicant or applicants to whom it wants to offer a Fellowship or Fellowships and notify ASEE that it is doing so.
3. ASEE will review the proposed pairing and, if the potential Host Company and potential Research Fellow meet the required conditions, the Host Company then will sign an Agreement with ASEE for each such Fellow before finalizing the offer or offers.
4. Each Research Fellow applicant will have two (2) weeks to accept/reject the offer from the Host Company, and will sign a Fellowship Agreement with ASEE before accepting an offer.
5. Each Research Fellow and Host Company will agree on terms of employment, in accordance with their ASEE Agreements.

(b) Research Fellow appointments will be made for one year to begin at the mutual convenience of the Research Fellow and Host Company, but not later than four months after the appointment is accepted by the Research Fellow and the Host Company.

(c) For each Research Fellow that Host Company agrees to engage, ASEE and Host Company will execute the Research Fellow Appointment Specification, in form as set forth in Attachment 1, including the description of the Research Project.

(d) Each Research Fellow must make a full-time commitment to the approved Research Project and must be in residence at the Host Company during the entire 1-year period as set forth in the Appointment Specification. Research Fellows must also agree that they will receive no additional monetary aid or other remuneration from another appointment, fellowship, part-time teaching, research or other work. Each Research Fellow must enter into an appropriate employment or other work agreement with the Host Company.



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(e) Host Company expects and ASEE will ensure that Research Fellows must:

- be U.S. citizens, nationals or legal permanent residents, and
- possess a STEM-related Ph.D., Sc.D. or other earned doctoral degree recognized as equivalent in U.S. academic circles within three years of the date of application for a Program appointment.

3. Mentoring Requirements

(a) Host Company agrees to make a time commitment from a mentor employed by that company for each of its Research Fellows. Host Company agrees to provide an adequate working environment for the Research Fellow including but not limited to computing and network infrastructure and standard office space.

(b) Host Company agrees that, upon completion of the Research Fellow Appointment Specification, each mentor is required to develop a comprehensive work plan and training program for each Research Fellow under their guidance. Work plans must address the research goals and expected outcomes of the Research Project, and address how the Research Fellow would be provided with on-the-job skills training to be prepared for the shifting industry mix in science and innovation. The work plan must address how the mentor would interact with the Research Fellow and include a proposed meeting schedule.

(c) Mentors will follow the Mentor's Responsibilities and Guidelines outlined in Attachment 1 to this Agreement.

4. Intellectual property terms and conditions

(a) Except as expressly set forth herein, consistent with 45 CFR § 650.6, ASEE claims no rights to any inventions or writings that might result from the Fellowship.

(b) Host Company shall provide to the Government such rights in inventions, technical data, and computer software made in performance of the Fellowship as may be required by Government or National Science Foundation rules, regulations, and policies applicable to this Agreement. In addition, Host Company acknowledges that the National Science Foundation (or another Federal agency) may acquire rights in inventions, technical data, and computer software made in performance of the Fellowship by virtue of the National Science Foundation's (or other Federal agency's) funding, independent of the Fellowship, of particular research performed by Research Fellow. Invention means any discovery or innovation that may be patented or otherwise protected under the U.S. patent laws.

(c) Host Company has the obligation to ensure that Research Fellow complies with Host Company policies and procedures with respect to disclosure of, and rights in, any and all inventions (including inventions conceived or first actually reduced to practice in the performance of the Fellowship), patent applications, patents, technical data, computer



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software, know-how, copyrights, original works of authorship, trade dress, trademarks, service marks, mask works, trade secrets, or any other intellectual property (the “Intellectual Property Rights”) made, created, developed or otherwise arising in performance of the Fellowship by Research Fellow (the “Intellectual Property Rights”).

(d) Host Company shall hold ASEE harmless for all matters related to Intellectual Property Rights that arise from Host Company’s use of any funds from the U.S. Government in connection with the Program, the Research Project or the Research Fellow.

(e) At the conclusion of the Fellowship, Host Company shall, with assistance of Research Fellow, disclose to ASEE a description of any technical data or computer software created by the Research Fellow, which ASEE may use solely for the purpose of and only to the extent required to meet ASEE obligations to the Federal Government under its Grant Award.

5. Confidentiality

(a) ASEE and the Research Fellow shall undertake to keep confidential from third parties technical information and all business and internal matters relating the Host Company to which it obtains access during the term of this Agreement (collectively “Confidential Information”). These provisions also apply to the copying of documents that are provided by the Host Company, and the obligations of confidentiality shall survive this Agreement. ASEE shall require its members and, if applicable, any third parties consulted or employed to give a written undertaking in advance that they will correspondingly maintain confidentiality and return records according to the above. Upon request, ASEE shall render the Host Company copies of such confidentiality undertakings.

(b) The confidentiality obligation does not apply to information (i) already in the public domain, (ii) known to ASEE before disclosure by the host company through no breach of confidentiality, (iii) developed by ASEE independently of the Host Company without infringing the confidentiality obligation, or (iv) received of a third party, provided that the third party concerned was entitled to disclose the information.

6. Publication Requirements

(a) Research Fellow will be permitted to publish their research in the open literature, only with the specific approval of the Host Company. The Host Company will provide publication guidance.

(b) Acknowledgement of Support and Disclaimer Requirements:

1. An acknowledgment of NSF, ASEE, and the Small Business Postdoctoral Research Diversity Fellowship Program support and a disclaimer must appear in publications (including World Wide Web sites) of any material, whether copyrighted or not, based on or developed



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under NSF-supported projects: "This material is based upon work supported by the National Science Foundation under Grant # IIP-1059286 to the American Society for Engineering Education."

2. NSF, ASEE, and the Small Business Postdoctoral Research Diversity Fellowship Program support also must be orally acknowledged during all news media interviews, including popular media such as radio, television and news magazines.

3. Except for articles or papers published in scientific, technical or professional journals, the following disclaimer must be included: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Science Foundation or the American Society for Engineering Education."

7. Reporting Requirements

(a) Research Fellows and mentors are required to submit semi-annual reports to ASEE after six months and at the completion of the Research Fellow's tenure. These reports will not be made public.

(b) Host Company agrees that the mentor's progress reports will:

1. summarize the interactions with the Research Fellow,
2. address their assessment of the progress of the Research Project plan,
3. list the publications and presentations in process, and
4. address how they would propose to continue the working relationship in the future (if applicable).

(c) Host Company agrees that mentors will be required to review and sign the Research Fellow's progress reports. In the Research Fellow's progress reports, Research Fellows will refer to and summarize all presentations, articles, reports and publications, which present the research activity. The Research Fellow reports would be forwarded by the mentor to ASEE.

(d) At the conclusion of the 1-year Program appointment, subject to Host Company's confidentiality policy, each Research Fellow will provide an abstract to ASEE, listing all inventions made and/or reported during the Program performance period, or stating that there were none.

8. Other Provisions

(a) Host Company may terminate this agreement with thirty (30) days written notice to ASEE in the event that the Research Fellow employment status is terminated pursuant to Host Company's standard human resources policies. Host Company has no obligation to continue the employment of the Research Fellow after the Research Project Term.



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(b) Each party is responsible for its obligations under this Agreement. Each party agrees to indemnify the other with respect to any claims brought by a Research Fellow arising from the failure of the other party to pay its responsible share of the Program Stipend to such Research Fellow. Neither party is liable to the other for any indirect, special, incidental or consequential damages, whether based on contract, tort, or any other legal theory, arising out of the performance of this agreement.

(c) This Agreement is funded in part by the National Science Foundation, and the parties agree to comply with all Government or National Science Foundation rules, regulations, and policies applicable to this Agreement, which are hereby incorporated by reference into this Agreement.

(d) This Agreement and applicable NSF and other Government regulations contain the entire understanding and agreement of the parties relating to the subject matter hereof. Any amendments to this Agreement shall be made in writing and signed by an authorized representative of each party.

(e) This Agreement will be governed by the law, excluding choice of law provisions, of the District of Columbia. Notwithstanding the foregoing, to the extent that Federal law shall apply to any provision of this Agreement, such Federal law and jurisdiction shall take precedence over state law.

ACKNOWLEDGED AND AGREED:

ASEE

HOST COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Email: _____



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MENTOR RESPONSIBILITIES AND GUIDELINES

Each Mentor will develop an individual comprehensive work plan and training program for each Research Fellow s/he is mentoring. The Mentor will provide ASEE with a copy of the plan within 30 days of the Research Fellow's start date at the company

The work plan and training program will:

- Address the research goals and expected outcomes of the proposed research.
- Address how the Research Fellow will be provided with on-the-job training in preparation for the shifting industry mix in science and innovation. This will include training in technical skills as well as in "soft" skills such as communication and collaboration.
- Address how the Mentor will interact with the Research Fellow, including a proposed meeting schedule.
- Provide publication guidance and give the Research Fellow the freedom to publish research results in a timely manner.

Each Mentor will submit two semi-annual reports to ASEE; the first report is due six months after the Research Fellow reports to work and the second is due at the end of the one-year program. The Mentor's reports will:

- Summarize interactions with the Research Fellow.
- Assess the progress of the Research Fellow's research plan.
- List the publications and presentations completed or in progress.
- Address how s/he would propose the working relationship continue in the future (if applicable).

Each Mentor will review and sign the semi-annual reports required of the Research Fellow, and will forward those reports on to ASEE in a timely manner.