



## RESEARCH ASSOCIATES

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### 1. PURPOSE

The purpose of this directive is to establish the policy for appointing and managing Research Associates. For information about other types of academic appointees, please consult [SD 701](#), *Smithsonian Institution Academic Appointments with Stipend*, and [SD 709](#), *Smithsonian Institution Internships*.

### 2. DEFINITIONS

**Research Associate:** The academic appointment title of Research Associate confers a formal, scholarly Smithsonian Institution (SI) affiliation to a researcher who is not an employee of the Smithsonian. The designation of Research Associate is distinct from the other types of academic appointments such as Fellow and Intern (see the [Academic Appointment Type Differences Chart](#) on the [Office of Fellowships and Internships \[OFI\] website](#)).

A Research Associate:

- has professional status (usually a terminal degree or equivalent experience) in the occupational field related to his/her appointment;
  - may not also be a Smithsonian employee during the period of his/her appointment;
  - is not eligible to receive stipend payments through his/her status as a Research Associate;
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## 2. DEFINITIONS (continued)

- does not hold another type of Smithsonian academic appointment (e.g., Fellowship or Internship) during his/her appointment as a Research Associate. However, with approval from OFI, an appointee may put his/her Research Associate appointment on hiatus in order to accept a Fellowship appointment (and all the responsibilities that come with it). After the Fellowship concludes, the appointee may resume his/her status as a Research Associate;
- is in residence to conduct scholarly research and/or work collaboratively with Smithsonian staff and/or is otherwise regularly engaged in the scholarly activities of the Smithsonian; and
- may be engaged as a contractor, when the statement of work and other terms of a contract award are clearly separate from and not related to the Research Associate appointment. Awards of contracts shall be made in accordance with [SD 314](#), *Contracting*, and the applicable parts of the *Procurement and Contracting Procedures Manual*. When such a contract concludes, the Research Associate appointment automatically resumes.

**Appointee:** The newly appointed or reappointed Research Associate.

**Research Staff Member:** A Smithsonian employee engaged in research.

**Nominator:** A Smithsonian research staff member who, with his/her unit director's approval, nominates an outside researcher for appointment as a Research Associate. This term is distinct from a Research Associate "sponsor" in that all Research Associates have nominators, but only Research Associates who apply for grants under certain circumstances have sponsors (see below). In those special circumstances, the roles of nominator and sponsor may be filled by the same Smithsonian employee or by two Smithsonian employees.

**Research Associate Appointment Form:** This is a standardized form that a nominator sends to OFI, along with the appointee curriculum vitae (CV), to complete the Research Associate appointment process. This form may include agreements related to various terms of appointment (e.g., media release, intellectual property [see the "Policy" section on pages 4–5], and Equal Employment Opportunity [EEO] rights and responsibilities) that appointees must sign.

**Appointment Letter:** A letter that OFI sends each newly appointed or reappointed Research Associate, containing information that sets forth the terms of the appointment between SI and the Research Associate.

**Sponsor:** A Smithsonian employee who accepts responsibility for the management of a grant or contract, in cases where the Research Associate who is designated as the principal investigator

## 2. DEFINITIONS (continued)

(PI) cannot be hired as a Smithsonian employee. For example, while a Research Associate may be awarded a grant for which he/she has applied as a PI, in some cases that grant may not include funding for the Research Associate to be hired as a staff member. In such a case, the sponsor would assume responsibility for managing the grant on behalf of the Smithsonian while the Research Associate remained an academic appointee but not an employee of the Smithsonian.

## 3. APPOINTMENT PROCEDURES

Smithsonian research staff may nominate an outside researcher for the title of Research Associate by submitting a Research Associate nomination form that has been approved by his/her unit director, along with a copy of the prospective appointee's CV, to OFI.

New Research Associate appointments are made for a period of no more than three years, but may be renewed for an indefinite number of additional three-year terms.

Unit directors may approve the use of titles other than "Research Associate" for Research Associates within their units, as appropriate.

Research Associate appointments are official when they are approved by OFI, which prepares and sends an appointment letter to all new Research Associate appointees, along with an information packet that includes the "Research Associate Standards" from this directive and the [Equal Opportunity Rights and Responsibilities Packet](#).

OFI maintains a database of all Research Associates and reminds host unit administrative staff when an appointment is nearing completion.

Research Associates may be reappointed for an additional term of three (3) years when a nominator resubmits to OFI a Research Associate Appointment Form that has been approved by his/her unit director, along with a copy of the appointee's CV. With the necessary approvals, Research Associates may be reappointed without any limit on the number of reappointments made. Research Associate reappointments are official when they are approved by OFI, which prepares and sends a reappointment letter to all renewed Research Associate appointees, along with an information packet that includes "Research Associate Standards" from this directive and the [Equal Opportunity Rights and Responsibilities Packet](#).

## 4. POLICY

A Research Associate is not an employee of the Smithsonian. Specific terms of each appointment are governed by the appointment letter, which sets forth terms and conditions of the relationship between the Institution and the appointee.

Research Associates may be engaged as contractors to the Smithsonian. However, the terms of any contract award must be clearly separate from and not related to the Research Associate appointment. Contract awards must be in accordance with [SD 314](#), *Contracting*, and the applicable parts of the *Procurement and Contracting Procedures Manual*, which ensure appropriate protections for SI property, including but not limited to intellectual property, and include the appropriate language for protecting personally identifiable information as defined in [SD 118](#), *Privacy Policy*. In the event a Research Associate assumes the role of a contractor, the terms of the contract supersede those of the Research Associate appointment, which remains suspended for the duration of the contract. When such a contract concludes, the Research Associate appointment automatically resumes.

Research Associate appointments shall not exceed three (3) years initially; however, appointments may be renewed with approval from the host unit director for a period not to exceed three (3) years at a time.

Research Associates retain copyright ownership of their original research and related content (e.g., text, photographs, illustrations, audio, video, research, graphs, recordings, databases, etc.) that they generate during their appointments as Research Associates at the Smithsonian, including research that is based on and/or derived from the collections, resources, equipment, facilities and staff expertise (“Smithsonian Content”). However, Research Associates shall confirm that Smithsonian Content is not subject to Smithsonian and/or third-party rights or restrictions before they use, reproduce or publish such Smithsonian Content. Research Associates retain the Right of First Publication of articles and related data based on research conducted during an original or renewed appointment for a period not to exceed three years from the completion of that appointment. A Research Associate’s Right of First Publication shall not renew with any appointment. Thereafter, the Smithsonian reserves the right to make such research based on Smithsonian Content available to the public, in any manner, to read, analyze and download in accordance with applicable Smithsonian policy. Rights to inventions or discoveries, which may be patentable or commercially licensable, are governed by [SD 102](#), *Disclosing, Protecting and Commercializing Inventions*.

Under the terms of their appointments, Research Associates are required to enter into a Research Associate Intellectual Property Agreement developed by the Office of General Counsel (OGC), in which, among other things, they grant the Smithsonian permission to use and reproduce research generated by the Research Associate, to the extent it includes

#### **4. POLICY (continued)**

Smithsonian Content, for educational, research, museum and non-commercial purposes, subject to Research Associates' Right of First Publication.

With written approval from the department chair (or equivalent position) and unit director, a Research Associate may apply as a PI for external grants and contracts, using the Smithsonian as a home institution. If a Research Associate is awarded an external grant that is intended to pay his/her salary and benefits, then, that Research Associate will become a trust employee of the Smithsonian until that funding is exhausted. As a trust employee, he/she will no longer hold the title of Research Associate. In cases where the Research Associate does not become an employee, the SI employee who is the sponsor for the Research Associate appointment will assume responsibility for proper management of the grant or contract award.

Contact the Office of Sponsored Projects (OSP) or, in the case of the Smithsonian Astrophysical Observatory (SAO), the Sponsored Programs and Procurement Department (SPPD), for assistance or with questions regarding Research Associates applying for external sponsored funding.

A Research Associate must adhere to the standards of conduct described below in Section 6 of this directive.

#### **5. RESPONSIBILITIES**

Smithsonian research staff are responsible for:

- complying with this directive when nominating prospective Research Associates; and
- agreeing to accept responsibility, when acting as a sponsor, for managing a Research Associate's grant or contract in cases where the Research Associate is designated as the PI but cannot be hired as a Smithsonian employee.

Unit directors are responsible for:

- reviewing and approving/denying nominations; and
- approving the renewal of a Research Associate's appointment in their units.

Unit administrative staff are responsible for:

## 5. RESPONSIBILITIES (continued)

- sending appointments (and supplementary documentation) to OFI for appointments to be registered;
- working with OFI to coordinate the reappointment of a Research Associate; and
- providing financial oversight consistent with all rules and regulations pertaining to any grants or contracts related to activities of a Research Associate their unit hosts.

The Office of Fellowships and Internships (OFI) is responsible for:

- maintaining a database of all Research Associates;
- confirming new and renewed appointments with unit staff;
- sending appointment letters and information packets to newly appointed and reappointed Research Associates; and
- sending reminders to host unit administrative staff when appointments are nearing completion.

## 6. RESEARCH ASSOCIATE STANDARDS

Research Associates must comply with these standards of conduct. If there is any doubt that an activity or planned activity is in compliance, the Research Associate should immediately seek the advice of his/her host unit director or the director's designee.

Failure to comply with the following standards is cause for revoking the Research Associate appointment.

A Research Associate must:

- follow standards for conducting research in the discipline, such as those for collecting and import permits and using live animals or human subjects (see [SD 604](#), *Misconduct in Research*; [SD 605](#), *Animal Care and Use*; [SD 606](#), *Research Involving Human Subjects*; [SD 607](#), *Responsible Conduct of Research Training*; [SD 608](#), *Financial Conflict of Interest for National Science Foundation [NSF]-, National Institutes of Health [NIH]-, and Public Health Service [PHS]-Sponsored Projects*); and [SD 611](#), *Export Compliance and Trade Sanctions Related to Research, Export and Museum Activities*;
- adhere to applicable Smithsonian policy and/or written agreements between the Research Associate and the Smithsonian regarding ownership and use of intellectual property generated as a result of the Research Associate's position, and be familiar with

## 6. RESEARCH ASSOCIATE STANDARDS (continued)

the provisions and processes set forth in all applicable directives, such as [SD 102](#), *Disclosing, Protecting, and Commercializing Inventions*, and [SD 609](#), *Digital Asset Access and Use*;

- adhere to [SD 118](#), *Privacy Policy*, to ensure the protection of personally identifiable information (PII) and [SD 119](#), *Privacy Breach Notification Policy*, when reporting any suspected or confirmed breaches of PII;
- adhere to the rules set by the Smithsonian Institution Libraries and unit libraries when using their resources and facilities;
- be aware of and guided by the generally accepted professional standards and codes of ethics applicable in his/her professional field(s); and
- exhibit appropriate professional conduct and behavior, respect others, and cooperate in the enforcement of the prevention of workplace harassment as set forth in Chapter 5 of [SD 214](#), *Equal Opportunity Handbook*.

A Research Associate must not:

- misrepresent his/her relationship with the Institution, particularly in any way representing himself/herself as an employee of the Smithsonian;
- directly or indirectly profit from, or permit others to profit from, information obtained through his/her Smithsonian appointment, which is or would be unavailable to external scholars or the general public;
- solicit or accept any gift that is or appears to be offered because the Research Associate holds a Smithsonian academic appointment or may have influence within the Smithsonian;
- use official Smithsonian letterhead and similar materials, mailing privileges, or equipment, or supplies for anything not related to official SI business;
- solicit or promote the sale of any goods or services on Smithsonian premises through the use of Smithsonian resources or facilities, including email;
- operate Smithsonian motor vehicles or off-road equipment unless the host unit determines that such use qualifies as official Smithsonian business as described in [SD 421](#), *Motor Vehicle Management*, which provides that authorized operators may drive a motor vehicle or off-road equipment on Smithsonian official business only;

## 6. RESEARCH ASSOCIATE STANDARDS (continued)

- reproduce copyrighted material (owned by the Smithsonian or a third party) in the absence of specific approval to do so from the rights-holder(s); and
- receive, spend or commit funds, such as grants or contracts to the Institution or grants from within the Institution, without the approval and active fund management of his/her host unit's administrative staff.

An individual with access to collections should be aware of the issues addressed in the respective unit's collections management policy and [SD 600](#), *Collections Management*. Access to and use of collections must be approved in advance by the appropriate unit staff member in accordance with established policy and procedures. A Research Associate working directly with SI collections must disclose any personal activity that may create or seem to create conflicts of interest, such as collecting or dealing in similar objects, materials, or specimens.

## 7. CONTACT INFORMATION

Please contact the OFI [website](#) for more information and answers to questions about Research Associates.

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**CANCELLATION:** SD 205, June 7, 2001

**INQUIRIES:** Office of Fellowships and Internships (OFI)

**RETENTION:** Indefinite. Subject to review for currency 36 months from date of issue.

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