

Standard Operating Procedure

Affiliate Appointments with National Labs

(Version 11.16.2021, prepared by C. Conwell and T.Lieuwen)

Affiliate appointments with National Labs are agreements that involve interactions and commitments between two separate organizations - Georgia Tech and the National Lab. Note that these appointments are also often referred to as Joint Faculty Appointments (JFA)¹. Both GT-> Lab and Lab->GT Affiliate Appointments **must** go through the appropriate process in Faculty Affairs² (detailed below). In addition, for GT->Lab agreements, GT faculty must complete an External Activities/Conflict of Interest disclosure with the Conflict of Interest (COI) team in the GT Office of General Counsel. Dependent upon nature of interaction, an agreement between Georgia Tech Research Corporation (GTRC) and the Lab may also be necessary, as discussed later.

If funds are transferred from National Lab to GTRC, such as to cover GT employee's time and expenses while at National Lab, then an **additional** research agreement is created between Lab and GTRC.

If funds are transferred from GT to National Lab, such as to cover National Lab employee's time and expenses while at GT, then GT Accounts Payable must be engaged for reimbursing the expenses back to the lab.

The rest of this document summarizes the steps that must be taken in a number of different scenarios, showing the steps that must be followed and the GT offices that must be engaged. As broken out below, these depend upon the fraction of time that the engagement will require, mechanism for payment of the Affiliate's time, and whether Intellectual Property will or will not be generated.

GT Faculty Appointed to National Lab

- 1) If GT continues to pay **100%** of GT faculty member's salary (directly to GT employee).
 - a) OGC engagement: GT Faculty member fills out an external activities/eCOI disclosure.
 - b) Faculty Affairs engagement: GT-TRACS³ "Mid-year Change in Appointment", package type "Appointment"

¹ Within the University System of Georgia (USG), the term "Joint Faculty Appointments" refers to faculty shared between two USG institutions. In order to avoid confusion, we use the term "Joint Affiliate Appointments" here.

² *Faculty Affairs: Faculty Affairs provides many services, including the processing of personnel transaction for all faculty and faculty affiliates. They are responsible for setting and maintaining guidance and best practices on faculty appointments, including external adjunct and joint appointment positions. In this case, Faculty Affairs reviews all agreements and confirms that the best interests of the faculty are represented and that expectations within the contracts are amenable to all involved.

³ GT-TRACS: GT-TRACS is the online system where all information related to faculty hiring processes is uploaded. In the case of Affiliate Appointments to National Labs, this may include CV, appointment letters, etc. as specified by the guidance found on the Faculty Affairs website. Human resources staff and many administrative roles on campus can use GT-TRACS to initiate and track these processes.

- c) OSP/GTRC engagement:
 - i) If no expectation of IP to be generated – No GTRC action/agreement required.
 - ii) If expectation of IP to be generated but no sponsored funding received from Lab – GTRC establishes \$0 sponsored research agreement (unfunded collaborative research agreement) with Lab that includes appropriate IP terms. GT (school, college, EVPR), will have to commit to adequate cost share to cover GT faculty member’s time while working on collaborative research effort (charging this effort to another sponsored research project is not allowable).
 - iii) If National lab covers part of GT faculty member’s time via a sponsored research agreement to GT – GTRC establishes sponsored research agreement with Lab that includes funding for salary, M&S, travel, etc. Sponsored research agreement includes appropriate IP terms.
- 2) If GT faculty member receives funding **directly** from national lab
 - a) If <25% appointment with national lab (remaining 75% + at GT):
 - i) OGC engagement: GT Faculty member fills out external activity/eCOI disclosure.
 - ii) Faculty Affairs engagement: GT-TRACS “Mid-year Change in Appointment”, package type “Appointment”, plus adjustment to GT appointment to reflect compensation from National Lab.
 - iii) IP generated while on leave and employed by National Lab is owned by National Lab.
 - b) If >25% appointment with national lab:
 - i) OGC engagement: GT Faculty member fills out external activities/eCOI disclosure.
 - ii) Faculty Affairs engagement: GT-TRACS “Leave of Absence”, package type “Other”.
 - iii) IP generated while on leave and employed by National Lab is owned by National Lab.

National Lab Appointment to GT

- 1) If Employee paid 100% by National lab
 - a) Faculty Affairs: GT-TRACS “External Adjunct Appointment”, package type “Appointment”
 - b) OGC Engagement: Lab employee executes visiting scholar agreement. Visiting scholar agreement addresses IP.
 - c) OSP/GTRC Engagement: If GT sends a sub-award to National Lab and Lab employee charges his effort to the sub-award while visiting GT, then GT sub-award to National Lab will address IP terms. (Please note that sub-awards are administered by the GT Office of Sponsored Programs and executed in the name of GT. If ultimate source of funding for sub-award is other than federal, GTRC will also be a party to the sub-award.)
 - d) Accounts Payable engagement: If lab employees time and expenses are to be reimbursed to lab by GT:
 - i) An invoice is submitted to campus unit.
 - (1) The unit can submit the invoice as a **bill only requisition** into workday. The invoice will be associated with a PO set up by the department specifically for use in this arrangement.
 - (2) The invoice is emailed to Accounts Payable at apinvoices@gatech.edu as an attachment with the Purchase order number listed on the invoice
 - ii) Accounts Payable will pay the invoice.
- 2) If National Lab employee paid partially by GT (GT pays National Lab employee directly)
 - a) Case-by-case basis, consult Faculty Affairs.

- b) If Lab employee is paid directly by GT, they will be required to sign a GT employee agreement and any IP arising out of employee's GT effort belongs to GTRC (per the GT employment agreement).

GT-TRACS package submitted by HR will include:

- Letter from Department Chair (example below)
- Faculty CV
- Other supporting documentation (as appropriate – see Faculty Affairs [GT-TRACS Package Requirements](#) and [Time Away](#) information)

--- Date ---

Chair Name

RE: Support for Mid-Year Change in

Appointment Dear Dr. XXXXXX,

On behalf of the Georgia Institute of Technology “Georgia Tech”, I am pleased to support your request for a Mid-Year Change in Appointment for a joint appointment with *Put National Laboratory Name Here*. Your current FTE will remain at 100% time at Georgia Tech with your eCOI approval notification on _____. I approve your request for the joint appointment currently at 0% FTE with _____ for a period of _____ year(s) starting _____ through _____.

Your current Fiscal Year salary is \$X. During this appointment, your Fiscal Year salary will be \$X.

Your Change of Appointment is supported with the expectations outlined below.

- **Rank** – You will continue as Professor with tenure and the RPT time clock will continue as normally scheduled.
- **Teaching** – Your teaching responsibilities will not be reduced; however you will have flexibility in selecting the courses you teach, as agreed upon by Dr. XXX. You must teach at least XXX required course annually.
- **Research** – Your responsibility to lead a vibrant research program continues, funded from extramural sources.
- **Service** – Your service contributions to Georgia Tech and the Mechanical Engineering department will be (remain the same OR reduced) from serving (on two committees to one committee).
- **Allocation of Effort** – During this appointment, your allocation of effort will be _____% teaching, _____% research/scholarship, _____% service, and _____% administration. This allocation of effort may be revised during the term of your employment.

Notwithstanding any other provision of this appointment, for Fiscal Year 2021, BOR has authorized the President to implement a mandatory furlough program. In the event it becomes necessary for the President to exercise this authority, employee furloughs will be implemented in accordance with guidelines promulgated by the Office of the Chancellor.

Please notify me of your decision to accept the conditions of your Change in Appointment by signing the acceptance statement below. Feel free to contact me with any questions.

Sincerely,

cc:

* * * * *

I hereby acknowledge and accept the Mid-Year Change in Appointment – Joint Appointment with XXXX effective _____.

Date