

RETIRED FACULTY MEMORANDUM OF UNDERSTANDING

WHEREAS, _____ (hereafter “Retired Faculty”) currently enjoys the status of Retired/Emeritus Professor in the College of _____ at The Pennsylvania State University (“University”) pursuant to University policies, including HR25, HR45, and RAG03;

WHEREAS, in his/her capacity as Retired Faculty, he/she shall be performing effort on the sponsored project listed in Appendix A;

NOW THEREFORE, with intent to be legally bound, the parties hereto agree to the following terms and conditions which are intended to govern the relations between the University and Retired Faculty throughout the course of any work performed under any such sponsored project:

1. The tasks to be performed by or under the partial or full direction of Retired Faculty at the University shall be those specifically set forth in Appendix B. Retired Faculty understands that University personnel and equipment shall not be used for the performance of tasks other than those set forth in Appendix B without the prior written approval of the Associate Dean for Research of the College or cognizant College administrator.
2. Retired Faculty shall conduct himself/herself in accordance with the ethical and legal responsibilities identified in the policies of University and assumed by University employees, even though he/she himself/herself is not an employee. Retired Faculty agrees to abide by all applicable policies and procedures of University throughout the course of the sponsored project and agrees that all effort shall be under the direction of the Principal Investigator of said sponsored project.
3. Retired Faculty shall comply with all terms and conditions of the sponsored project and shall manage project funds efficiently and effectively within approved budgets. In addition, Retired Faculty shall ensure that all project members are familiar with and abide by the policies of University.
4. All intellectual property rights (patents, patent applications, trade secrets, know-how, copyrightable software, and/or other proprietary information) which arise out of Retired Faculty’s work, hereunder, shall be fully disclosed to University. Ownership of all such intellectual property shall be governed strictly by University intellectual property policies, including IP01 and IP03; and Retired Faculty agrees to be bound by these policies even though he/she, himself/herself, may not be a University employee.

5. Retired Faculty shall keep separate and detailed laboratory notebooks regarding the work performed by him/her or under his/her direction at University relative to the sponsored project set forth in Appendix A. The University shall own such laboratory notebooks.
6. In the event _____ terminates his/her Retired status or Re-employment status with the University, he/she shall provide an accurate and detailed summary of his/her work regarding the project to that point, and hereby acknowledges and agrees that any modifications, improvements or developments occurring within the ensuing one year period from the date of termination in the field of the sponsored project listed in Appendix A shall be promptly disclosed to University, and _____ agrees to execute any and all documents necessary to assign all relevant ownership and licensing rights thereto.

RETIRED FACULTY

UNIVERSITY

Signature

Signature

Name

Cognizant College Administrator

Title

Title

Date

Date

APPENDIX A

Specify the type of the sponsored project in which individual will be participating in
his/her capacity as Retired Faculty

APPENDIX B

Specify the tasks to be performed by or under the Retired Faculty Person's partial or full direction