

[Date]

[Name]  
[Address]

Dear:

I am pleased to confirm your non-salaried appointment as (TITLE) in the Department of (Department) at Stony Brook University. This is a temporary appointment subject to University policies and procedures, including but not limited to the Terms attached.

This appointment would be effective (Date). Although a non-salaried appointment may end at any time, it is expected that it would continue through (End Date). The nature of your appointment will include (Responsibilities). This appointment will be under the direction of (Name). As a (TITLE) you will have access to the University's library resources, be able to audit courses in your area of research without obtaining credit or an official transcript, and receive advice from Stony Brook's faculty.

If you wish to accept this non-salaried appointment, please sign and date the endorsement below on the enclosed copy of this letter, and return that copy to me as soon as possible. Your appointment will be processed as soon as we receive the signed offer letter and the enclosed demographic form.

We are delighted at the prospect of you joining the (College/School) at Stony Brook University.

Sincerely,

(NAME)  
Dean, (COLLEGE)

I accept the terms stated above:

Signature \_\_\_\_\_

Date \_\_\_\_\_

cc: Departmental file  
Human Resource Services

## **Export Control, Intellectual Property, and SUNY Trademark Terms (“Terms”)**

The following terms, summarized below (please see applicable laws and rules for complete versions), also apply and are fully incorporated into your appointment letter:

### **Export Control**

In accordance with United States federal government export control laws, you may not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by the International Traffic in Arms Regulation, the Export Administration Regulations, the Office of Foreign Assets Controls, the United States Department of State’s State Sponsors of Terrorism, or by any other U.S. government agency without first obtaining the appropriate license.

### **Confidential Information**

During your time at Stony Brook, you may acquire information that constitutes the confidential and proprietary information (Confidential Information) of Stony Brook or the Research Foundation for The State University of New York (RF). This Confidential Information can include, but is not limited to, unpublished research results, information, knowledge, trade secrets, methods, strategies, data, plans, materials, know-how, processes, methods, protocols, procedures, formulations, business, financial or technical information, blueprints, devices, prototypes, software (which includes source code, object code and derivatives thereof), patent applications and biological materials, as well as proprietary or confidential student, business, or financial information received during your time at Stony Brook. Confidential Information will be identified at the time of disclosure, or in the case of oral disclosure, within thirty days following such disclosure, unless it would be apparent to a reasonable person, familiar with the discloser’s business and the industry in which it operates, that such information is of a confidential or proprietary nature, the maintenance of which is important to the discloser, or it is required by law. You may not transmit or make available any Confidential Information in any form to a third party or the public without prior approval of your supervisor and the Office of the Vice President for Research.

### **Intellectual Property**

In consideration of your use of Stony Brook’s facilities:

- (i) Any Intellectual Property that is created, conceived, developed or generated through your visiting scholar appointment shall be subject to the Patents, Inventions and Copyright Policy of the State University for New York (SUNY) Board of Trustees as set forth in 8 NYCRR §§ 335.28-29 (“SUNY IP Policy”), as may be amended from time to time, which is available on the following website:  
[https://www.stonybrook.edu/commcms/ipp/\\_images/SUNY\\_Policy.pdf](https://www.stonybrook.edu/commcms/ipp/_images/SUNY_Policy.pdf).

For purposes of these Terms, “Intellectual Property” means any Inventions, tangible research materials, computer software, and any unique or novel innovation in the technical arts or any new and useful improvements thereof, including methods or processes for creating an object or result (a way of doing or making things), machines, devices, products of manufacture, product designs, or composition, mask works or layout designs for printed circuit boards or

integrated circuits, compositions of matter, materials, any variety of plant, and any knowhow essential to the practice or enablement of such innovations and improvements, whether or not patentable conceived, authored, reduced to practice, designed, developed, or otherwise created during your visiting scholar appointment with Stony Brook. "Invention" means any idea, copyright and/or trademark including design, concept, technique, discovery or improvement made, conceived or first actually reduced to practice, in the period of performance of work through your efforts at Stony Brook

- (ii) The RF shall own Intellectual Property. Accordingly, you hereby agree to complete and submit a New Technology Disclosure for any Intellectual Property as well as provide assistance and documentation reasonably required to perfect the RF's rights in any Intellectual Property to Stony Brook University Intellectual Property Partners. The process for submitting a New Technology Disclosure to Intellectual Property Partners can be found at:  
[https://www.stonybrook.edu/commcms/ipp/inventors/new\\_technology.php](https://www.stonybrook.edu/commcms/ipp/inventors/new_technology.php).
- (i) The RF shall own all tangible research results and work product (including, but not limited to, prototypes, specifications, lab notebooks) generated by you during your tenure at Stony Brook; and
- (ii) Computer software and software support materials generated through your efforts at Stony Brook shall be subject to the SUNY Computer Software Policy memorialized in SUNY's Labor Relations Policy No. 810I and available on <http://www.stonybrook.edu/research/otlr/policies.shtml>, as it may be amended.

Accordingly, you will be obligated to complete a new technology disclosure for any Inventions conceived, developed or generated through your efforts at Stony Brook as well as provide assistance and documentation reasonably required to reflect the RF's rights in the Invention.

Note that if your work, or the facilities and equipment used to support that work, are supported by a grant or contract awarded to the RF, you agree to comply with the intellectual property provisions of that grant or contract as authorized by the RF. In any instance where your legal obligations to assign any rights in Intellectual Property to your employer conflicts with the terms of the SUNY IP Policy, the SUNY IP Policy shall govern.

### **Reporting Requirements**

Upon completion of the visiting scholar appointment, you shall provide a written summary of the technical data and information developed during this visit (Report). All Reports will be in English, or accompanied by an English translation and be reviewed and approved by your Supervisor. You shall provide this Report and any tangible materials (including but not limited to prototypes, specifications, lab notebooks) developed at Stony Brook to your Supervisor.

### **Trademark**

The name of The State University of New York, Stony Brook University, and the Research Foundation, or any variation thereof, may not be used in sales promotion or advertising or in any other form of publicity without the express written permission of SUNY, Stony Brook University, or the RF, respectively.

**Survival of Obligations**

Your obligations to comply with the Terms of this agreement shall survive your visiting scholar appointment.

By signing below I **acknowledge** that I have fully **read and understood** the Terms stated above.

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[Insert Name]