

Postdoc-Faculty Agreement

Student Engagement in Faculty Enterprises

This Agreement and the guidelines within it are intended to permit thoughtful and productive engagement of Stony Brook University postdoctoral scholars in faculty enterprises, including startup companies and consulting activities, while protecting the academic interests of such scholars.

As part of Stony Brook University's commitment to the academic pursuits and integrity of its postdoctoral scholars, the College Deans' office and the Office of Postdoctoral Affairs require advance notice and approval of postdoctoral engagement, whether compensated or uncompensated, in faculty enterprises through receipt and signature of this Agreement. Please submit completed forms to your college dean and to Postdoctoral Affairs at studentandpostdoc_startup@stonybrook.edu.

The Agreement applies to scholars appointed in the State and Research Foundation (RF) titles Postdoctoral Associate and Senior Postdoctoral Associate, but also scholars in any other title who are considered to be primarily engaged in postdoctoral training, including for example, some Research Scientists and RF Fellows. These scholars shall herein be referred to as "Postdocs."

(Faculty member name) from **(Department name)** wishes to engage **(postdoc name)**, appointed in **(Department name)** in the following activity:

Please provide 25-50 word description:

*This Agreement will begin on (start date, month, and year) and will end on (end date, month, and year).
This Agreement may be renewed annually.*

By signing this Agreement, both the Postdoc and faculty member understand and agree that:

- 1. A conflict-of-interest management plan must be developed and attached to this Agreement when the activity involves (1) a time commitment from the Postdoc (paid or unpaid) and (2) the work is not for Stony Brook University or the Research Foundation.** The management plan shall describe procedures to be followed by the Postdoc and the faculty member for mitigating any conflicts of interest in the direction and execution of the Postdoc's primary research responsibilities and academic progress, including: the scheduled hours and location of the activity, a statement that the work will take place outside regular work hours and will not involve University resources, a plan for ensuring that the Postdoc's training goals and academic progress will not be negatively affected, and a description of how the proposed activities will benefit the Postdoc's professional development.

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2. A faculty member who serves as the supervisor of the Postdoc concurrently involved in the outside enterprise in which that faculty member has a financial interest must delegate supervisory responsibility for the Postdoc to an additional and disinterested faculty member (herein referred to as the supervisory designate). The role of the supervisory designate shall also be described in the management plan (as applicable), and their signature in this document will certify their approval of the proposed management plan. Where possible, all future recommendations and letters of reference evaluating the Postdoc's performance must be co-authored by the faculty member and the supervisory delegate in order to minimize potential conflicts of interest.
3. Postdocs always have the voluntary choice of whether to participate in faculty enterprise activities. Coercion in any form by faculty is strictly forbidden.
4. The work assigned to the Postdoc must promote training and professional growth.
5. The outside work of the Postdoc must not interfere with their primary research obligation or academic progress. Publications should never be restricted because of faculty enterprise or consulting activities. The duration of postdoctoral training must not be extended by more than a year due to these additional obligations and may not exceed Stony Brook's maximum allowable time in the Postdoctoral Associate title (5 years for RF and 3 years for State employees).
6. The magnitude of Postdoc work in a faculty enterprise should be kept to a reasonable level. Specifically, subject to the general limitations specified in item 5, activities should involve no more than one day per week.
7. If during the engagement the Postdoc finds the enterprise work to be in conflict with the responsibilities of their primary appointment and/or academic progress, they have the right to cancel the arrangement with reasonable notice to the faculty member (e.g., two weeks). Cancellation of this Agreement shall not negatively affect the Postdoc's primary appointment.
8. Postdoc employees and Postdocs funded on fellowships must deliver the research work and deliverables for which they are compensated, and faculty enterprise activities may not displace this primary research obligation. Time and effort reporting procedures must assure this.
9. Where possible and reasonable, Postdocs should receive professional credit for their work, and they should, where possible, have some contact with the client and investors to facilitate their professional growth.
10. Faculty must disclose consulting and enterprise activities as required on conflict-of-interest disclosures, and Postdoc engagement in these activities should be explicitly reported. Postdocs

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subject to university conflict of interest disclosure requirements must also disclose their activity in faculty consulting and enterprise activities.

11. The College Deans’ office and the Office of Postdoctoral Affairs will maintain copies of signed Postdoc-Faculty Agreements and a list of Postdocs involved in faculty enterprises.
12. The Department Chair or their delegate will query these Postdocs on an annual basis for the duration of the work to ensure that Postdocs are engaged voluntarily in meaningful work that does not interfere with their academic progress.
13. A fully signed copy of this agreement will be provided to all signatories, the Department Chair and Stony Brook University’s Conflict of Interest Administrator in the Office of the Vice-President for Research.

Postdocs have the right to file a complaint with the Office of Postdoctoral Affairs if they feel that any of the guidelines outlined in this Agreement are not being followed. The Office of Postdoctoral Affairs will review the matter in coordination with the College Dean’s office and may seek adjustments in arrangements where necessary or terminate the activity and arrangement. The College Dean and Director of the Office of Postdoctoral Affairs will remind the Postdoc and faculty member that retaliation of any kind is against Stony Brook University policy and is strictly prohibited.

_____	_____	_____
Postdoc Printed Name	Signature	Date
_____	_____	_____
Faculty Printed Name	Signature	Date
_____	_____	_____
Supervisory Designate Printed Name	Signature	Date
_____	_____	_____
Department Chair or their delegate Printed Name	Signature	Date
_____	_____	_____
Director, Office of Postdoctoral Affairs Printed Name	Signature	Date
_____	_____	_____
College Dean Printed Name	Signature	Date

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