

**CALIFORNIA ACADEMY OF SCIENCES
RESEARCH ASSOCIATE ENGAGEMENT AGREEMENT**

This Research Associate Engagement Agreement (this “Agreement”) is entered into as of _____ 2023, by and between the CALIFORNIA ACADEMY OF SCIENCES, a California nonprofit public benefit corporation, located at 55 Music Concourse Drive, San Francisco, California 94118 (the “Academy”), and _____, residing at _____ (“Associate”). The Academy and Associate are, each, a “Party” and, collectively, the “Parties.”

WHEREAS, the Parties wish to enter into a professional collaborative engagement through the Academy’s Institute for Biodiversity Science and Sustainability.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Purpose

Individuals may, upon recommendation by one or more departments within the California Academy of Sciences’ Institute for Biodiversity Science and Sustainability (the “Academy” and “IBSS”), and approval of the Academy’s Executive Director, receive unsalaried appointments as Research Associates of the California Academy of Sciences. These appointments are limited in both term and scope. Research Associates engage with an IBSS department through collaborative scientific research and/or fieldwork with departmental staff, independent research clearly in support of department goals, or ongoing contributions to the growth, development, and/or use of departmental collections and facilities. All activities of Research Associates ultimately support the Academy’s Mission *to regenerate the natural world through science, learning, and collaboration.*

II. Appointment Process

1. An Academy staff sponsor (Curator, Research Scientist, Collection Manager or Director in IBSS) will submit a written recommendation for a Research Associate Appointment, including name, affiliation (if applicable), address, telephone number, email address, a current CV and a brief statement of justification (collectively, the “Recommendation”), to the Chief of Science and Harry W. and Diana V. Hind Dean of Science and Research Collections (“Chief of Science”). Calls for new appointments will be made twice annually (January and July), though new appointments between cycles may be considered.

2. The Chief of Science will review the Recommendation and approve or deny it. If approved, the Recommendation along with a formal Letter of Appointment will be forwarded to the Executive Director for final approval and execution.

3. The executed Letter of Appointment will be sent (electronically and/or by mail) to the appointee (with copies to the IBSS Appointment Department(s), and applicable Departmental and IBSS Divisional files).

4. The Term of Appointment for a Research Associate is three years, subject to annual review by the Appointment Department(s), and may be renewed for subsequent three-year periods. IBSS Departments are responsible for maintaining a list of their Research Associates, and tracking their corresponding Appointment date(s) and Term(s).

III. Appointment Review and Renewal

1. The status of each Research Associate will be reviewed annually by the Appointment Department(s), as part of preparation of the Department(s)'s annual report. Research Associates and their IBSS Departmental sponsor will receive an email requesting a brief summary of the Research Associate's activities in support of the Academy's Mission.
2. Written results of the IBSS Departmental reviews are to be submitted to the Chief of Science as part of the Department's annual report, and for inclusion in IBSS Divisional files.
3. Research Associates who do not fulfill their expected role may be either terminated at the discretion of the applicable Appointment Department at any time during their Term, or their Term will end and not be renewed.
4. The Appointment Department Head will notify the Research Associate of the renewal due date with instructions for requesting renewal for an additional term. The Chief of Science will approve all renewals.

IV. Responsibilities and Benefits

The Research Associate appointment in the Institute for Biodiversity Science and Sustainability at the California Academy of Sciences is a privilege predicated on adherence to ethical standards and professional behavior. Such professional affiliation represents the Research Associate's agreement to abide by the following responsibilities:

1. Research Associates shall:

- a. Contribute in a continuing and tangible way to the research and/or collection development or maintenance activities of a department at the Academy during their tenure;
- b. Conduct themselves lawfully; comply with Academy policies and guidelines in the use of any Academy resources, as well as with public and institutional rules regulating their professional practice; support academic freedoms, and be committed to scientific integrity and the responsible conduct, review, presentation, and publication of research;
- c. Not commit misconduct in science—including fabrication, falsification, or plagiarism. Unintended scientific error or incorrect interpretation of research data does not constitute scientific misconduct;
- d. Refrain from all forms of prejudicial treatment¹, harassment², and abusive conduct³ in their professional encounters;
- e. Not represent any position as being that of the Academy unless the position has been published as a finding or a recommendation by the Academy;
- f. Not misrepresent their relationship with the Academy, particularly in any way representing themselves as employees of the Academy;
- g. Use discretion when citing their affiliation with the Academy, following professional and ethical standards, and guidelines as may be provided by their Appointment Department head. The affiliation should not be cited in contexts that are unrelated to the Research Associate's scientific appointment at the Academy. The following are examples of appropriate uses:
 - Including "Research Associate, Dept. X, California Academy of Sciences" in email signatures, business cards, resumes/CVs, and professional websites;
 - Listing the affiliation as a corresponding address in scientific articles, especially when the research is conducted with Academy resources.

- h. Research Associates shall not represent themselves as an employee of the Academy; and
- i. Not use official Academy letterhead, logos, or similar materials for anything not related to official Academy business.

2. Research Associates may be granted the following benefits:

- a. Cite their Academy affiliation (see Section IV.1.g. above) in seeking grant and/or other support appropriate to the category of their appointment. Notwithstanding the prior sentence, all such proposals in which the Academy is cited as the sponsoring or supporting institution must be reviewed and approved by the Research Associate's Appointment Department Head and the Chief of Science, prior to submittal.
- b. Access to collections and facilities (e.g. Center for Comparative Genomics and Scanning Electron Microscopy) or use of various resources are at the discretion of the Appointment Department Head and the Manager/Director of such collections, facilities, and resources.
- c. The granting of an Academy email address, business cards, a VPN account, and server access will be at the discretion of the Appointment Department Head, and must be approved by the Chief of Science.

3. Code of Conduct for IBSS Visitors

- a. The Academy's *Code of Conduct for IBSS Visitors* (most current version attached hereto as Schedule A) shall apply to all Academy Research Associates for the duration of their activities while onsite at the Academy (whether in public or private spaces), and regardless of the duration of their onsite visit.

V. Confidential Information

1. Definition. "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by either Party either directly or indirectly in writing designated as confidential, or orally or by drawings or inspection of parts or equipment, which information shall be reduced to writing within thirty (30) days after disclosure and designated as confidential.

2. Non-Use and Non-Disclosure. The party receiving Confidential Information shall not, during or subsequent to the term of this Agreement, use such Confidential Information for any purpose whatsoever other than in connection with the Services or disclose such Confidential Information to any third party. It is understood that said Confidential Information will remain the sole property of the disclosing party. The receiving party further shall take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Notwithstanding any provision contained in this Agreement, neither party shall be required to maintain in confidence any of the following information: (i) information that, at the time of disclosure to the receiving party, is in the public domain; (ii) information that, after disclosure, becomes part of the public domain, except by breach of this Agreement; (iii) information that was in the receiving party's possession at the time of disclosure, and which was not acquired, directly or indirectly, from the disclosing party; (iv) information that the receiving party can demonstrate resulted from its own research and development, independent of disclosure from the disclosing party; (v) information that the receiving party receives from third parties, provided such information was not obtained by such third parties from the disclosing party on a confidential basis; or information that is disclosed in compliance with applicable law or a court order, provided the other party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

VI. Mutual Indemnification

Each Party shall defend, indemnify, and hold harmless the other Party and its Affiliates and their officers, directors, employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party (excluding a Party's Affiliates) claim or demand, and all related losses, damages or expenses (including reasonable attorneys' fees and court costs) relating to or arising out of or caused by the indemnifying Party's actions under this Agreement, other than any arising from the indemnifying Party's willful omissions or gross negligence.

This Agreement and any Exhibits attached hereto shall together constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or communications.

IN WITNESS WHEREOF, the Parties have executed this Agreement below to indicate their acceptance of its terms.

CALIFORNIA ACADEMY OF SCIENCES

NAME OF RESEARCH ASSOCIATE

By: _____

By: _____

Print Name: Shannon N. Bennett, Ph.D.

Title: _____

Title: Chief of Science and Harry W. and Diana V. Hind Dean of Science and Research Collections

SCHEDULE A

CALIFORNIA ACADEMY OF SCIENCES CODE OF CONDUCT FOR IBSS VISITORS

Professional visits to the Institute for Biodiversity Science and Sustainability at the California Academy of Sciences represent an agreement to abide by the policies below:

The California Academy of Sciences is committed to a work environment that values diversity, innovation, and ingenuity. All human resource policies and Academy activities are intended to create a respectful work environment for all staff, students, interns, volunteers and visitors that is free from prejudicial treatment¹, harassment, intimidation, and other similarly inappropriate or unprofessional behavior². The Academy's Code of Conduct for IBSS Visitors applies to all visitors for the duration of their activities at the Academy (whether in public or private spaces) and regardless of visit duration. IBSS visitors agree to adhere to the following:

Expected Behavior:

- Exhibit professional behavior at all times.
- Treat others with dignity and respect, and communicate with civility.
- Ensure responsible use and stewardship of Academy resources, including collections, facilities, equipment, intellectual property, and human resources, by following best practices and maintaining the highest ethical standards.
- Obtain permission from the appropriate curator(s) and/or collection manager for any and all access to collections, specimen preparation or specimen processing, including but not limited to dissection, tissue sampling, cleaning or repairs.
- Comply with departmental safety protocols and procedures.
- Follow all applicable laws and regulations.

Unacceptable Behavior:

Examples of impermissible behavior that is inconsistent with this policy include, but are not limited to, the following:

- Verbal, written, or other forms of harassment such as epithets, derogatory comments, inappropriate jokes, slurs, or unwanted sexual advances, invitations, or comments;
- Visual harassment such as derogatory posters, photography, cartoons, drawings, or gestures;
- Physical harassment such as assault, touching, pinching or patting another individual's body; blocking normal movement, or physical interference with work when directed at an individual;
- Bullying behavior and/or intentional microaggressions;
- Any other behavior that creates or contributes to an environment that is hostile toward, or damaging to, a person or group.

Reporting Procedure and Potential Consequences:

Violations of the Code of Conduct by an IBSS visitor may be addressed by Academy staff at the time of disruption; however, some situations may require notification of a supervisor and/or Academy Security, and formal disciplinary action. Disciplinary action for violations of this policy may include a request to cease a behavior, notification to a home institution, temporarily or permanently restricted access to IBSS, and/or ineligibility for Academy awards or funding. Unlawful behavior will be reported to the appropriate authorities.

Academy employees are bound to the same standards of conduct as outlined in the Academy Employee Handbook. IBSS visitors who witness an Academy employee violating these standards should report staff violations of conduct (or violations of conduct of other IBSS visitors) to their Academy staff host or, if the violation concerns the host, the host's supervisor.

¹ Prejudicial treatment includes treatment of individuals or groups of people based on their race, ethnicity, color, national origin, sex, sexual orientation, gender identity, age, religion, disability, veteran status, or any other characteristic protected by applicable laws.

² The Academy prohibits harassment or unlawful discrimination against individuals on the basis of race, color, creed, gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice including religious dress or grooming practices), marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability (including HIV and AIDS), history of disability, medical condition (including cancer or a record or a history of cancer and genetic characteristics), genetic information, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, citizenship, military service status, veteran status, or any other characteristic protected by state or federal law or local ordinance. The Academy also prohibits unlawful discrimination of a person perceived as having any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful. Harassment may include but is not limited to, verbal or physical conduct that is intimidating, retaliatory, threatening, or violent in nature.