Duke University values collaborations with external researchers and understands that these collaborations are vital to advancing education and research. Duke regularly hosts visitors in a number of different capacities. This guidance will focus specifically on visiting scholars engaged in research.

**Purpose**

This guidance outlines the processes and guidelines for a Visiting Research Scholar’s participation in research at Duke University. This document provides guidance related to ensuring a safe and inclusive environment, appropriate management of data and intellectual property, and facility/equipment access and use. This guidance is applicable to activities that occur on campus as well as remotely. Visiting research scholars must not engage in research until this process is completed.

**Definitions**

*Visiting Research Scholar* – an individual coming to Duke to take part in research activities, whether funded or unfunded, who is not receiving payment (i.e. : stipend, salary support, etc.) from Duke or enrolled in any official Duke Coursework as part of their visit. Other roles for this individual may include, but are not limited to: affiliate, research scholar, postdoctoral fellow, visiting scientist, visiting scholar, visiting graduate student*, visiting undergraduate student*. This guidance does not apply to vendors, volunteers, visiting observers on campus less than 14 calendar days in a 30-day period, or Duke students.

*Research activities* – observation and/or training on new skills as well as autonomous work that will contribute to a research portfolio.

*International Visiting Research Scholars* – any person that is not a US citizen, permanent resident, or asylee, regardless of where they are currently located (i.e., a French citizen in the US under a work visa)

*Visiting students who are coming from institutions with an affiliate agreement with Duke (“Affiliate Students”) do not need to be registered in the Visiting Scholars REDCap database described below. Examples include, but are not limited to, Durham Tech Clinical Trials Research Associate students and Campbell University pharmacy students.*

**General Process**

Visiting Research Scholars must be authorized to visit Duke by unit leadership (i.e., Chair, Business Manager, HR manager, etc.). This authorization will be managed through a collaborative REDCap database.

Visiting Research Scholars who will be participating in Duke research for 14 or more calendar days in a 30-day period must be entered into the Visiting Scholars REDCap database by a unit-designated user, generally a Business Manager or designee within the unit’s business office. The list of unit-designated users can be found on the [DOSI website](#). This individual will submit the below information:

- Visiting Scholar’s Name
- Is the Visiting scholar an international visitor as defined above?
- Email Address
- Sponsoring Faculty’s Name
- Sponsoring Faculty’s email
- Sponsoring Organization Unit
- Is Duke Sponsoring their Visa?
- Anticipated start date
- Anticipated end date
- Will they need a NetID?
- Will they need a Unique ID?
- Will they need access to lab or research facilities?
  - If Yes: Do they have health insurance?
- Will they be working in a clinical setting (e.g., working with medical record data or patients)?
- Will they be working on federally-sponsored activities?
- Provide a description of the anticipated scope of work (SOW):

The Visiting Research Scholar will then receive a survey asking that they confirm the SOW entered by the REDCap unit-level designee. They will also be asked to provide:

- Current Country
- Passport Country(ies)
- Name of primary institution
- Personal Mailing Address
- Phone Number
- Anticipated Start Date
- Anticipated End date
- Funding Source from outside institution or government, if any
- Proof of funding source (attachment)
- Plan for ongoing collaboration after departure
- Signing of Duke University Visiting Scholar Participation Agreement (a copy is automatically emailed to them upon signature) **APPENDIX A**
- CV (attachment)

The sponsoring faculty member will receive a survey asking them to confirm the accuracy of the information entered by the Visiting Research Scholar. This is designed to ensure consistency of expectations prior the Visiting Research Scholar’s start.

The REDCap unit-level designee must review for any discrepancies between information reported by the Visiting Research Scholar and the sponsoring faculty member and reconcile those if applicable.

Once this part of the process has been completed, the department can proceed with requesting NetID and Unique ID as applicable. These IDs must not be requested prior to registering the Visiting Research Scholar in the REDCap database.
The Duke office of Scientific Integrity will be working with Duke NetID to verify registration of Visiting Research Scholars prior to accounts being created. If an account is created prior to registration, you will be instructed to immediately register the Visiting Research Scholar and their access may be frozen until this process is completed.

For international Visiting Research Scholars for whom Duke is sponsoring the Visa, the Visa process and REDCap registration can take place simultaneously. Additionally, international Visiting Research Scholars will be reviewed by the Duke Office of Export Controls.

When the Visiting Research Scholar actually starts their time at Duke, the REDCap unit-level designee must add the actual start date to enable tracking annual review dates. The process will need to be repeated on an annual basis to account for any new changes in scope, timeline, funding source, etc. Additionally, an exit process must be completed to ensure a seamless transfer of data, knowledge, etc. to the sponsoring faculty member prior to the Visiting Research Scholar’s departure. If there is an expectation of ongoing collaboration, there may be additional requirements, such as data transfer agreements and/or disclosure to federal sponsors.

These requirements are in addition to any requirements that may be in place for individual schools/departments/units as well as other Duke University and/or Duke University Health System requirements.

Clinical Research Units wanting to add a Visiting Research Scholar to key personnel within the IRB must contact DOCR.Help@dm.duke.edu.

Visiting Research Scholars who will be participating in federally-sponsored research must be appropriately disclosed to the sponsor. For guidance on appropriate disclosure please visit myRESEARCHpath.
Appendix A:

Duke University Visiting Scholar Participation Agreement
DUKE UNIVERSITY VISITING SCHOLAR PARTICIPATION AGREEMENT

In consideration of my participation in research or other projects of faculty and/or staff members of Duke University (“Duke” or the “University”) and/or my use of funds, facilities or other resources provided by or through Duke (collectively, “Duke Activities”), I agree as follows:

1. With respect to my Duke Activities, I hereby agree to be bound by and will comply with Duke's research policies (among them, the “Duke University Policy on Inventions, Patents, and Technology Transfer,” or “IP Policy;” the “Policy on Research Records: Sharing, Retention and Ownership;” and the “Duke University Policy and Procedures Governing Misconduct in Research”), as they may be amended from time to time and made available by Duke at https://policies.duke.edu/research, to the same extent as a Duke employee.

2. Duke aims to maintain the highest ethical standards in its conduct of research and business dealings, and has established a Code of Conduct, which is available at https://values.duke.edu/wp-content/uploads/sites/60/2019/08/Code-of-Conduct-BoT-Endorsed-December-1-2018-FINAL-One-Hotline.pdf. I confirm that I have read that Code of Conduct and agree to abide by it in all work at or on behalf of Duke. I certify that I have not been debarred, suspended, or declared ineligible to participate research by any governmental agency in any country. I will immediately notify my faculty sponsor if I become aware of any such action, or any threat of action.

3. I agree that all right, title and interest in any and all results (including but not limited to inventions, copyrights, data, research records, etc.) of my Duke Activities shall be owned by Duke.

4. I will report promptly to Duke’s Office of Licensing & Ventures (“OLV”) any inventions (including created products, devices, or methods) conceived or first reduced to practice in whole or in part in the course of my Duke Activities. I hereby assign to Duke all my right, title and interest in all such inventions, as well as the rights in developed software, and all patent rights, copyrights and other intellectual property rights in those inventions and software throughout the world.

5. I agree that I will not download, transfer or otherwise share any information or research data I have acquired or been exposed to during my Duke Activities with any third party absent the prior written approval of the Duke Office of Scientific Integrity.

6. Unpublished information I receive from Duke personnel, or to which I may become privy due to research conducted in Duke facilities, shall be treated as Confidential Information. This includes, but is not limited to, confidential and proprietary information relating to Duke’s operational procedures, research results, research plans, financial information, personnel information, and intellectual property as well as information about individual Duke
patients and those participating in research at Duke. Information relating to patients and research subjects constitutes Protected Health Information (“PHI”), as defined in the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and is protected by that federal law as well as my obligations under this letter. I agree to protect the confidentiality of all Confidential Information, hold all Confidential Information in trust and confidence for Duke, and not disclose Confidential Information to any third party. I am not authorized to use Confidential Information for any purpose other than for the conduct of research at Duke.

7. I will cooperate with Duke in such reasonable steps as may be needed to carry out its research policies and to confirm, establish or protect the rights of Duke or its designees. This may include, for example, executing additional documents, assisting in the filing, prosecution or defense of patent applications, and letting Duke see my research data or materials as needed to respond to inquiries or conduct internal and external oversight activities.

8. During my work at Duke, I may be asked to participate in preparation of manuscripts for academic publications. Any such publications will be prepared in accordance with Duke's obligations to third party sponsors, and will conform to the guidelines regarding authorship, conflict of interest, and publication ethics appropriate to the academic standards for the field. All publications will be coordinated with and approved by my faculty sponsor.

9. I will not in the future make with any third party any agreement that conflicts or reasonably could be construed as conflicting with the terms of this Agreement. I have not, as of the current date, made such an agreement or, if I have, I have secured from the relevant third party a release of any obligations that conflict or reasonably could be construed as conflicting with my obligations hereunder.

10. I will not be involved in administering informed consents or any treatment of research subjects. I agree to decline if asked to do so.

11. If I will be working in a clinical setting, I must provide documentation of vaccination for flu, MMR (measles, mumps, rubella), Tdap (Tetanus, Diphtheria, Pertussis) and Varicella (or have immunity from the latter due to having had chicken pox), and you must also provide documentation of screenings for tuberculosis, all prior to beginning the research.

12. I acknowledge that this Agreement does not create an employment contract with Duke and I am not an employee, student, or agent of the University. Duke shall not provide any compensation, withholding and payment of income taxes, social security taxes, unemployment taxes, workers compensation, or any other insurance, taxes, fees, or other payments to me.

13. I agree that Duke may terminate my participation in research programs at Duke at any time. In addition, Duke may terminate my participation immediately upon my material breach of the terms of this letter, or upon my material breach of Duke policies or regulations.
14. **Health and Safety Risks.** I understand that Duke laboratories may contain hazardous substances and equipment. I will take every precaution necessary to protect my health and safety, and the health and safety of others. I will acquaint myself with and conduct my activities in accordance with all safety rules and safe operational procedures. If I am not familiar with or I do not know how to handle safely a substance or piece of equipment; I will seek assistance from qualified Duke personnel. I recognize that I may be subjected to potential risks, illnesses and injuries. I have made my own investigation of these risks, understand these risks and assume them knowingly and willingly.

15. **No Medical Coverage.** I understand that if I am injured as a result of my activities at Duke, I am not covered by Duke insurance of any kind. It will be my responsibility to pay for emergency room care, doctors' services, hospitalization, and any other related costs, medical or non-medical. I will not be eligible to participate in Duke's health, disability or life insurance program.

16. **THE FOLLOWING ARE A RELEASE OF LEGAL RIGHTS - PLEASE READ AND UNDERSTAND BEFORE SIGNING.**

   **A. ASSUMPTION OF RISK AND RELEASE OF CLAIMS.** Knowing the risks described above, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my use of and access to Duke's laboratories and equipment. To the maximum extent permitted by law, I release Duke, its current and former members of its governing boards, officers, faculty, staff, representatives, volunteers, employees, students, other trainees and agents, and their respective heirs and assigns, from any and all claims, losses, expenses, damages, or liabilities which I may incur or suffer, arising out of or related to my use of- or access to the laboratories or equipment and resulting from any cause, including but not limited to negligence by Duke, its current or former members of governing boards, officers, faculty, staff, representatives, volunteers, employees, students, other trainees or agents.

   **B. INDEMNIFICATION.** I agree to indemnify Duke, its current and former members of its governing boards, officers, faculty, staff, representatives, volunteers, employees, students, other trainees, and agents, and their respective heirs and assigns, against any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities (including reasonable attorneys' fees) (collectively "Claims"), arising out of or related to my use of or access to Duke's laboratories or equipment, but only in proportion to and to the extent that such Claims result from or are predominantly caused by my own negligent or intentional acts or omissions.

17. The obligations of this Agreement relating to my Duke Activities will continue after the end of those Activities. This Agreement is binding on me, my estate, heirs and assigns.
Having carefully read this agreement, I voluntarily sign the agreement below with the understanding that this agreement shall be governed by the laws of the State of North Carolina (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this document.

Signed: _____________________________       Date: ______________________

Name (print): ___________________________

Anticipated Date of Arrival: ___________ Anticipated Date of Departure: ___________

And, if applicable,
Home institution: _____________________________