

<p>Statement of Policy for Research Grants with Texas Instruments</p>	<p>Rob Foshay, Ph.D., CPT Director, Research Education Technology Group Texas Instruments P.O. Box 650311, MS 3920 7800 Banner Drive Dallas, TX 75251 USA O:(972) 917-2038 F:(972) 917-4296 M:(630) 215-4120</p>
---	---

Dear Researcher,

As you begin your research funded by Texas Instruments, we believe it would be helpful to clarify the policies we ask you to apply in your work.

Please indicate your acceptance of these policies by signing below, and returning to Dr Foshay by mail.

If you have any questions about these policies, please contact Dr. Rob Foshay at the address above.

Contractor, Statement of Work, and Payment

1. You have received funding to perform research. This differs from “work for hire” (consulting) because of issues of ownership of intellectual property and schedule of payments. We have specified our policies below.
2. You may choose to receive the grant payment directly, or have it paid to your institution, according to your institution’s policy. Typically, institutions charge an administrative fee. Our policy is that this fee may not exceed 20% of the total amount of the grant. Having the grant paid directly to the researcher avoids this fee, but makes the grant taxable income. Please let us know your preference.
3. Any unspent funds remaining at the end of the project are yours, and need not be returned to TI.
4. You have agreed to provide us with interim progress reports, a final report, and other deliverables as specified in your proposal. The first payment (and for short-term projects, the only payment) will occur upon receipt of an invoice from you or your institution at the beginning of the project. If the grant exceeds two quarters in length, then subsequent payments will be by invoice from you or your institution, and will be paid upon receipt of the specified deliverables.
5. We expect the people listed in your proposal will actually perform the work specified. While this does not preclude use of graduate assistants or subcontractors, you may not reassign to others the roles of those involved in your grant, unless someone becomes unavailable for reasons such as illness, change in employment status, and the like. Overall responsibility for successful completion of your research rests with you as the Principal Investigator (“PI”).
6. If the Principal Investigator changes employment status or affiliation during the term of the grant, the funding will follow the PI.

7. If for any reason the research project cannot be completed as originally proposed, we will negotiate partial deliverables and adjust the size of the grant accordingly. This may mean that a refund of grant payments could be necessary.

Intellectual Property

8. Research does not guarantee its outcomes, so there is no formal criterion of acceptance for deliverables. However, with the exception of pilot studies and investigations, we expect your work to be suitable for peer review.
9. Copyright can rest with the PI or your institution or with Texas Instruments, as you prefer. In any case, however, you agree to grant to Texas Instruments the right to freely use your work, disseminate it in any format, and create derivative work, without royalty. This does not restrict your rights to the intellectual property you create.
10. The research report and deliverables you create should be issued with your institution's name as research report(s). We will preserve that naming when we disseminate the deliverables. This means that you assign rights to TI to use your institution's name and logo in conjunction with the research report.
11. You assign to Texas Instruments the exclusive right to commercial exploitation of this research product, royalty free. Note that this assignment applies only to the research reports and work products produced under this grant, and does not apply to other research products you otherwise create, including derivative work.
12. We encourage you to create derivative works for publication and presentation. You may place these works in the public domain, or assign copyright to journals or publishers, as necessary.
13. If you submit your research for publication or presentation, we ask you to send us a review draft in advance. This will help ensure accuracy in issues such as use of terminology, trademarking and branding, descriptions of products, URL's, positioning of your study relative to our research program, etc.
14. We encourage you to archive your work in a way which will be available to researchers, such as placement in ERIC or in an institutional archive or web site searchable by scholarly search engines, such as Google Scholar.
15. If your research involves use of information or materials labeled "TI Strictly Private" or "TI Internal" then you must sign a non-disclosure agreement with TI, which will restrict the use of this information.

Research Ethics

16. You will follow the procedures of your Institutional Review Board (IRB), and relevant federal laws, such as FERPA. Permissions required under these policies are your responsibility to obtain and keep on file as required by law and institutional policy.
17. You will follow a standard code of professional research ethics. Unless you specify otherwise, the relevant code is from the American Educational Research Association (AERA), available at <http://www.aera.net/aboutaera/?id=717>

18. You are responsible for archiving raw data for potential future use, for a period of at least 4 years. Archived data should be stored under safe and secure conditions, according to your institution's policies and procedures. You or your institution agree to indemnify TI against any action arising out of any unauthorized disclosure of personal information.

With your signature, you indicate agreement to apply these policies to your research under the grant from Texas Instruments.

Date _____

Print your name below:
