Policy on Joint Appointments with External Entities

I. Purpose.

The policy will apply in instances where an IIT faculty member is seeking or has been offered an appointment at another non-for-profit college or university, a not-for-profit hospital or a federally-funded or not-for-profit research laboratory (each, an “External Entity”) that he or she will hold while continuing as a member of the IIT faculty.

II. Approval.

Any such joint appointment must be approved by the faculty member’s dean and the Provost. The dean must determine that the joint appointment will not unreasonably interfere with the faculty member’s IIT teaching and research obligations.

III. Written Agreement Required.

Prior to a joint appointment being finalized, a written agreement that is consistent with the guidelines below must in place between IIT and the External Entity. The written agreement must provide for payments from the External Entity to IIT in an amount equal to the faculty member’s aggregate salary and benefits multiplied by the percentage of time and effort that he or she will be dedicating to the External Entity. In addition, the written agreement must reflect and be consistent with each of the following:

1. The faculty member will be an IIT employee only. IIT will issue the full paycheck for that faculty member and will provide him or her with benefits, with the External Entity reimbursing IIT for its pro rata share of these amounts as provided for herein.

2. The evaluation of the faculty member for all purposes including, without limitation, tenure, will be undertaken solely by IIT consistent with IIT policies.

3. If the agreement with the External Entity is terminated, the faculty member will again become a full-time IIT employee.

4. The faculty member may submit proposals as a Principal Investigator for IIT and for the External Entity; however, unless specifically allowed by the funding agency, the faculty member may not be a PI for both IIT and the External Entity in connection with the same grant. The faculty member may be a PI for one of the institutions and a Co-PI for the other institution.

5. Any work involving both IIT and the External Entity on the same grant must be done pursuant to a written subcontract between the two institutions. If the faculty member uses IIT facilities and/or personnel while providing
services to the External Entity, it must be done pursuant to an appropriate written agreement.

6. The faculty member’s time and effort reporting must not exceed 100% from all sources combined and must be accounted for consistent with applicable federal rules and regulations.

7. The faculty member may not hold an appointment that is tenured or tenure-track at the External Entity, but he or she may hold an appointment that is visiting, adjunct, research or at a similar rank.

8. The written agreement must contain provisions that allocate risk and liability between the two institutions, ensure the confidentiality of the institutions’ proprietary information and provide for the ownership of any intellectual property developed by the faculty member.

9. The written agreement should not be for a term of more than three years, although it may be subject to renewal after evaluation by the institutions.