



## RESEARCH ASSOCIATE (RA) STATUS FOR NON-EMPLOYEES

The North Carolina Botanical Garden (NCBG) at the University of North Carolina at Chapel Hill (UNCCH) benefits from research efforts and collaboration of individuals not regularly in its employment. In this context, NCBG seeks to develop a network of collaborating researchers conducting scientific inquiry into the natural world. These “Research Associates” can be regularly employed or free-lance scholars, using their own financial resources for investigating research questions that are similar in scope and focus as NCBG research staff. By making Research Associate (RA) appointments, NCBG recognizes the contributions of these individuals, indicates the association of the appointee with NCBG, and establishes a basis for preferential use of Garden facilities as deemed appropriate and authorized by the institution and in accordance with its rules and regulations.

RA appointments are non-remunerated and restricted to individuals who are not regularly employed by NCBG. However, RAs may receive compensation from NCBG for specific services rendered, and they may benefit from contractual agreements with NCBG from which they receive financial return. In the performance of any specific services, the RA will act as an independent contractor with NCBG and not as a NCBG employee, and NCBG will not withhold on behalf of the RA any sums for income tax, unemployment insurance, Social Security or otherwise, pursuant to any law or requirement of any governmental agency.

The criteria and procedures for RA appointments and the rights, responsibilities, and other policies and regulations applying to appointees are provided below.

### DEFINITION

An RA is an individual who engages professionally in NCBG’s research programs; conducts original scientific research; publishes in scientific peer-reviewed journals and more popular venues; presents the results of their research at professional meetings and more popular outlets; contributes to the growth and development of the UNC herbarium; provides service activities to NCBG and for the larger scientific community; and represents NCBG both within and outside the institution with professionalism, collegiality, integrity, and respect for others. RAs will conduct their research and other activities in accordance with the NCBG Mission. RAs will normally have a Ph.D. in a field that accords with NCBG’s Mission. RAs may conduct tasks onsite at NCBG but are primarily based elsewhere, often either a university or a non-profit institution similar to NCBG.

### SELECTION

Recommendations for RA appointments will be initiated by one or more NCBG Research staff or the Director. Staff members initiating RA appointments will serve as the primary institutional contact with the RAs. RA applicants with a terminal Masters or Bachelor degree will be considered on a case-by-case basis. All appointments will be recommended to the Director for approval, and then approved by the Director, before becoming effective. On approval, a letter will be sent by the Director informing the appointee of the title conferred, along with this form outlining the privileges and responsibilities of the

appointee, for appointee signature. NCBG's resources may be a limiting factor in designating the number of RAs.

### **TERM**

The term of appointment for RAs will be for two years immediately following confirmation. This appointment is renewable as based on performance as well as by mutual agreement. Any reappointment is conferred at the discretion of NCBG, and appointments may be terminated at any time by notice in writing by either party. RAs should be aware of and follow the guidelines in the NCBG Volunteer Handbook (<https://ncbg.unc.edu/files/2019/04/Volunteer-handbook-Jan-2019.pdf>).

### **PRIVILEGES AND DISCLAIMERS**

RAs will be provided with various privileges, including (but not necessarily limited to) access to collections, and shared research facilities and equipment. Herbarium, laboratory, library, and teaching spaces are available on a shared and temporary basis, if needed. Arrangements for the use of specific shared facilities and equipment require approval from the directors of UNC Herbarium, Plant Conservation, Horticulture, Education, as appropriate. Space for larger collections of specimens or books may be arranged with the NCBG Library and UNC Herbarium. No secretarial or travel assistance is normally provided unless grant funds are available for reimbursement.

RAs are encouraged to write research grant proposals that may be submitted and administered through NCBG. These proposals may include salary for the RA and any other normal research expense categories. All proposals require approval from the Director and Business Operations prior to submission, and adequate time will be allowed for administrative review. Proposals not in accordance with the NCBG Mission or its ethical standards will not be approved. RAs shall not be authorized to enter into any contracts or other agreements in the name of NCBG or on behalf of NCBG, nor shall they be authorized to bind NCBG in any manner, without consent from the NCBG Director.

RAs are expected to disseminate the results of their scientific research. NCBG will be listed as one of the author's addresses if the research was partially conducted or supported through the RA's affiliation with NCBG.

RAs may use their NCBG title in professional correspondence or dissemination of research results; however, NCBG bears no responsibility for their action in so doing. On approval by the NCBG Director, RAs may use NCBG's non-board letterhead for specific correspondence pertaining to their activities at NCBG. Correspondence in NCBG's name should be of a scientific nature, and neither political nor excessively social.

In consideration of the benefits provided to the RA, the RA agrees to and shall assume full and complete responsibility for any injury, accident or loss that may occur to the RA at any time during his or her term of appointment. In furtherance of the foregoing, the RA does hereby unconditionally release and agree to forever defend and hold harmless NCBG and all of its members, employees, officers, directors, agents and representatives, and all other persons and entities in any manner associated with NCBG (collectively, the "released parties") from and against all claims for injury, damage or loss sustained by the RA while involved in any activity in connection with the appointment, even if such injury, damage or loss is caused by the negligence of any of the released parties. The RA acknowledges that the RA is fully familiar with the dangers involved in participating in NCBG's programs and stipulates that all

participation in NCBG's programs or related activities by the RA shall be at the sole and exclusive risk of the appointee.

These privileges are granted only at the discretion of NCBG and may be revoked at any time. The requirements of the research team, the nature of available facilities, equipment, and supplies that an RA may wish to use, and the performance of the RA are factors that may influence a decision relative to such privileges.

RAs should avoid any potential or perceived conflict of interest with relation to matters concerning NCBG's institutional governance or the North Carolina Botanical Garden Foundation, Inc. (see Attachment 1, NCBGF Conflict of Interest Policy & Disclosure).

### **CONFIDENTIALITY AGREEMENT**

RAs are non-employee affiliates of NCBG. As such, I agree to obey all laws, rules, and regulations under which NCBG operates, including NCBG's operating policies and procedures that pertain to NCBG's building and grounds. I understand and acknowledge that I will be subject to a background check and be required to take additional training from time to time in order to comply with NCBG's policies and procedures. Further, I may have access to documents, data, publications, knowledge of research results, plant locations or discoveries, financial information, or other information relating to NCBG, its donors, and its activities, which may not be known to the general public. I agree to hold all NCBG Confidential Information in complete confidence and will not disclose it to any other organization or individual without prior written permission of NCBG.

As an RA, I agree to:

- Adhere to the philosophy and policies of NCBG and its norms.
- Complete and submit forms as required.
- Complete any required training that may be deemed necessary by NCBG staff.

### **RESPONSIBILITIES AND PERFORMANCE EXPECTATIONS**

The RA will contribute to and promote the scholarly endeavors and development of NCBG. Each RA will be expected to collaborate with at least one research staff member at NCBG.

Each RA will be assigned to one of the following administrative units:

- Director of NCBG
- Director of Education
- Director of UNC Herbarium
- Director of Plant Conservation
- Director of Horticulture

At the end of the appointment, the RA will provide a written synopsis of his or her activities, with an updated curriculum vitae. This synopsis should showcase the value of the RA's appointment at NCBG, and include any of the following:

- Scholarly activities, including publications and presentations, and reprints or pdfs of publications
- External interest groups with whom the RA met on behalf of NCBG
- Articles for the NCBG newsletter, *Conservation Gardener* magazine, and other popular venues such as blogs
- Contributions to NCBG exhibits
- Classes or workshops
- Arrangement of meetings to connect NCBG staff to external organizations
- Facilitation of tours and visitors
- A record of hours devoted to NCBG as an RA
- Other relevant activities

This is not comprehensive and will be unique to each individual RA.

Inactivity or failure to achieve the performance expectations listed above will be deemed grounds for non-renewal of the RA appointment.

Renewal requires reviewing and signing the RA agreement and providing necessary documentation at that time.

With the signed agreement, the RA must submit the following information, which will be used to create a bio page on the NCBG website.

- The RA's anticipated benefit from the appointment
- NCBG anticipated benefit from the appointment
- Specific proposed future interaction with NCBG

If you have any questions regarding this document, please contact Aislinn Spain, Assistant to the Director, at 919-962-2231 or [aspain@unc.edu](mailto:aspain@unc.edu).

I have read and fully understand this document and accept the privileges and responsibilities indicated.

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Signature

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Date

**Deliver hard-copy to:** Aislinn Spain, Assistant to the Director, North Carolina Botanical Garden  
University of North Carolina at Chapel Hill, CB # 3375, Chapel Hill, NC 27599