

INDEPENDENT RESEARCHER AGREEMENT APPLICATION

PART I - Request for Approval to Use Independent Researcher in UNE Research

INDEPENDENT RESEARCHER INFORMATION		
Name of Researcher: Click or tap here to enter text. Date of Birth: Click or tap here to enter text.		
Address: Click or tap here to enter text.		
Phone Number: Click or tap here to enter text.		E-mail Address: Click or tap here to enter text.
Name of School (if a student): Click or tap here to enter text.		
UNE RESEARCH PROJECT		
Description of project, including work to be performed by the Independent Researcher: Click or tap here to enter text.		
Protocol # (if any): Click or tap here to enter text.	Start Date of Project: Click or tap here to enter text.	End Date of Project: Click or tap here to enter text.
Research Location: Click or tap here to enter text.		
Human Subjects Research: <input type="checkbox"/> Yes <input type="checkbox"/> No		
UNE FWA#: Click or tap here to enter text.		UNE IRB: Click or tap here to enter text.
UNE Principal Investigator for the project: Click or tap here to enter text.		
UNE College/School/Department: Click or tap here to enter text.		
Training Required: <input type="checkbox"/> CITI <input type="checkbox"/> Laboratory Safety Training <input type="checkbox"/> Other Training (specify) Click or tap here to enter text.:		
Hazardous Equipment/Materials will be used by Independent Researcher <input type="checkbox"/> Yes (specify) Click or tap here to enter text. <input type="checkbox"/> No		
JUSTIFICATION		
Provide a justification for inclusion of the Independent Researcher on the project.		
<input type="checkbox"/> Independent Researcher is a junior high or high school student seeking research experience, or non-UNE student trainee participating in a research training program such as NSF’s Research Experiences for Undergraduates or NIH’s National Research Service Awards program (If this box is checked, no further justification is required.)		
<input type="checkbox"/> If Independent Researcher is NOT a junior high or high school student as described above, please include information regarding any special skills, knowledge or qualifications held by the individual that are relevant to the project. Explain why it is not reasonable for a current employee to perform the research procedures proposed to be performed by the Independent Researcher. Attach additional pages if needed. Click or tap here to enter text.		
PART I (cont.) - Request for Approval to Use Independent Researcher in UNE Research		

VOLUNTEER OR PAID RESEARCHER	
<input type="checkbox"/> Independent Researcher will be a volunteer (unpaid) (If this box is checked, UNE PI must initial below) Click or tap here to enter text. (initial) I confirm that to the best of my knowledge use of the independent Researcher in the project will not displace a regular, paid UNE employee who would otherwise perform the work.	
<input type="checkbox"/> Independent Researcher will be a paid as an independent contractor (If this box is checked, the PI should coordinate with his or her campus grants/sponsored program office with respect to an independent contractor agreement.) Note: If the PI intends to pay the researcher as an independent contractor, the researcher cannot be doing work that is the same as or similar to work of an UNE employee on the research project team. If the work is the same or similar, then the researcher should be hired as an employee and this Application is not necessary.	
<input type="checkbox"/> Independent Researcher is a non-UNE student trainee participating in a research training program such as NSF’s Research Experiences for Undergraduates or NIH’s National Research Service Awards program, and will be paid a stipend.	
UNE PRINCIPAL INVESTIGATOR’S ASSURANCES	
I certify that the Independent Researcher will not be allowed to begin the Research Project until (i) the INDEPENDENT RESEARCHER AGREEMENT has been signed by the Independent Researcher and, if the Independent Researcher is a minor, by the Independent Researcher’s parent or legal guardian and (ii) the Independent Researcher has received or will receive any required and necessary training for the Research Project. If the Independent Researcher will be involved in human subjects research, I agree to provide (i) adequate oversight of the conduct of the human subject research activities by the Independent Researcher and (ii) adequate training with respect to human subject requirements, including how to conduct research procedures, to the Independent Researcher initially and on an ongoing basis; and understand and agree that I am ultimately responsible for the human subject research activities performed by the Independent Researcher. I further agree that if the Independent Researcher is a minor, I will provide supervision for the Independent Researcher and I will take steps to assure his/her safety and the safety of others present in the laboratory and/or other research location(s).	
_____ UNE Principal Investigator’s Name (print) and Signature	Click or tap here to enter text. Date
APPROVALS	
_____ Dept. Chair Name (print) and Signature	Click or tap here to enter text. Date
_____ Director of Research Administration Name (print) and Signature	Click or tap here to enter text. Date

A Copy of this signed form must be attached to the Independent Researcher Agreement. The requesting PI/department is responsible for maintaining files with original signed documents. Please contact hr@une.edu for Guest Access and Training requests.

INDEPENDENT RESEARCHER AGREEMENT APPLICATION**PART II – Independent Researcher Agreement**

I am the Independent Researcher named in Part I of this Application. In return for being permitted to participate on the research team for the Research Project described in that Part I, I agree as follows:

CONDUCT OF RESEARCH

1. Prior to becoming involved in the Research Project, I will complete any educational and/or safety training required by UNE, and I agree to abide by all rules and instructions given to me by UNE personnel.
2. I will cooperate with the UNE PI and will keep the PI fully apprised of all my activities with respect to the Research Project. If I am a minor, I will be supervised by the UNE PI in the conduct of the Research Project and will comply with the PI's directions. I acknowledge that my failure to abide by this paragraph may result in UNE terminating this Agreement.
3. During the period of the Research Project, I will not be considered an employee of UNE, and I will not receive a salary or wages (although if a student trainee, I may receive non-wage trainee stipend payments).
4. I will not initiate changes in the Research Project.

ASSUMPTION OF RISK

5. I understand that assistance with the Research Project involves inherent risks. These risks include cuts, burns, bruises, and strains and also include risks of damage to or theft of personal property, and risks involved in traveling to and within, and returning from, site(s) of the Research Project location(s). I understand that there may be other risks not known or reasonably foreseeable.
6. I VOLUNTARILY ACCEPT AND ASSUME ALL OF THE RISKS IN WORKING ON THE RESEARCH PROJECT.
7. I am not aware of any physical or health condition that would prevent me from safely assisting with the Research Project. I have medical insurance coverage appropriate for my participation in the Research Project.
8. My participation as an Independent Researcher in the Research Project is voluntary.

WAIVER OF LIABILITY

9. I, for myself and on behalf of my family, heirs and personal representative(s), hereby release, indemnify and hold harmless the University of New England, and the officers, directors, employees, representatives, agents and affiliates of any and all of them ("Released Parties") from any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury (including death) to me or others, or to any property belonging to me or others, caused by, deriving from, or associated with my assistance in the Research Project, or travel to or from the location(s) where the Research Project is conducted, whether arising from the negligence of the released parties or others, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the officers, directors, employees, representatives, agents or affiliates of any of the Released Parties.

PART II (cont.) – Independent Researcher Agreement

10. I understand that UNE may terminate the Research Project at any time in its best interests, with or without cause.
11. I agree that this Agreement be construed in accordance with Maine law. I agree that this Agreement will be binding to the fullest extent permitted by such law. If any part of this Agreement is held to be unlawful, that part will be limited only to the minimum extent necessary to comply with the law, and the validity of the remaining parts will not be in any way affected.

I HAVE READ ALL OF THIS AGREEMENT AND I FULLY UNDERSTAND IT. I AM VOLUNTARILY SIGNING THIS AGREEMENT WITH THE INTENTION TO BE BOUND BY ITS TERMS. NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS NOT CONTAINED IN THE AGREEMENT HAVE BEEN MADE TO ME BY ANY OF THE RELEASED PARTIES.

Independent Researcher:

Signature

Click or tap here to enter text.

Date

If the Research Project is human subject research, Independent Researcher must also sign Appendix A.

If the Independent Researcher is a minor, a parent or legal guardian must sign Appendix B.

INDEPENDENT RESEARCHER AGREEMENT APPLICATION

PART II – Independent Researcher Agreement - APPENDIX A

HUMAN SUBJECTS RESEARCH

The Research Project is human subjects research and in addition to the Conduct of Research, Assumption of Risk and Waiver of Liability provisions in this Independent Researcher Agreement, I also agree that:

1. I have read the documents listed below and discussed with the UNE PI any questions I have:
 - a. The Belmont Report: Ethical Principles and Guidelines for the Protection of Human Subjects of Research (<http://www.hhs.gov/ohrp/regulations-and-policy/belmont-report/>);
 - b. the U.S. Department of Health and Human Services (HHS) regulations for the protection of human subjects at 45 CFR part 46 (<http://www.hhs.gov/ohrp/regulations-and-policy/regulations/45-cfr-46/index.html>);
 - c. the UNE FWA and applicable Terms of the FWA <https://www.une.edu/sites/default/files/2020-08/UNE%20IRB%20PP%20%282020%29%20Final.pdf> ; and
 - d. UNE’s institutional policies and procedures for the protection of human subjects (<https://www.une.edu/research/integrity/human-subjects-research-citi-training>).
2. I understand and hereby accept the responsibility to comply with the standards and requirements stipulated in the documents listed in Section 1.a above, and to protect the rights and welfare of human subjects involved in the Research Project.
3. I will comply with all other applicable federal, international, state, and local laws, regulations, and policies that may provide additional protection for human subjects participating in the Research Project.
4. I will abide by all determinations of the IRB and will accept the final authority and decisions of the IRB, including but not limited to directives to terminate participation in the Research Project.
5. I will report immediately to the UNE PI any unanticipated problems involving risks to subjects or others in the Research Project.
6. If I am responsible for enrolling subjects in the Research Project, I will obtain, document, and maintain records of informed consent for each such subject or each subject’s legally authorized representative as required under HHS regulations at 45 CFR part 46 (or any other international or national procedural standards selected on the FWA for the institution referenced above) and stipulated by the UNE PI and/or the IRB.
7. I acknowledge and agree to cooperate in the IRB’s responsibility for initial and continuing review, record keeping, reporting, and certification for the research referenced above. I will provide all information requested by the UNE PI and the IRB in a timely fashion.
8. I will not enroll subjects in the Research Project prior to its review and approval by the UNE PI and the IRB.
9. I acknowledge that I have a responsibility for safeguarding the rights and welfare of each research subject, and that the subject’s rights and welfare must take precedence over the goals and requirements of the Research Project.

Independent Researcher:

Signature

Click or tap here to enter text.

Date

INDEPENDENT RESEARCHER AGREEMENT APPLICATION

PART II – Independent Researcher Agreement - APPENDIX B

PARENT/LEGAL GUARDIAN CONSENT

I am the parent or legal guardian of the minor Independent Researcher who has signed the Independent Researcher Agreement.

1. I give my permission for my child to participate in the Research Project described in this Independent Researcher Agreement with the understanding that the Research Project and my child, as a researcher, are subject to federal regulations and UNE research policies and protocols. In addition, I understand that my child is expected to behave responsibly and to follow UNE's discipline code and policies.
2. I agree that in the event of an emergency injury or illness while conducting the Research Project at UNE, UNE may act on my behalf and at my expense in obtaining medical treatment for my child.
3. I have read this Independent Researcher Agreement (including Appendix A, if this is human subjects research). I am and will be legally responsible for the obligations and acts of my child as described in this Agreement, (including such parts as may subject me to personal financial responsibility). I agree, for myself and for my child, to be bound by its terms.

Printed Name

Click or tap here to enter text.

Date

Signature