



A. JAMES CLARK
SCHOOL OF ENGINEERING

DEPARTMENT OF _____ ENGINEERING

UMCP Agreement for 70/30 Appointment to Tenure-track/Tenured Faculty Position

BY THIS AGREEMENT, the University of Maryland, College Park, an institution of the University System of Maryland, which is an agency of the State of Maryland (“the University”), and _____ (“the Appointee”) agree as follows:

1. **Appointment.** Appointee is hereby appointed as _____ **[INSTRUCTIONS: MUST use a UM approved instructional title]** on a ____% of full time appointment, within the Department of _____ in the College of _____, subject to provisions herein. This is a _____ **[tenure-track OR tenured]** position.
2. **Salary.** Appointee shall be paid at the rate of \$ _____ for _____ **[9 or 12]** months service, which compensation shall be apportioned and paid out to Appointee over the _____ **[academic OR fiscal]** year. Depending on funding conditions, the University may subsequently adjust Appointee’s compensation to include performance-based merit increases. Cost of Living Adjustments shall also be provided as determined by state allocations to the University budget.
3. **Term.** This is a _____ **[9 OR 12]** month appointment. The appointment begins _____ **[for 9 mo.: August 23 OR for 12 mo. July 1, unless a mid-yr appt]. FOR TENURE-TRACK FACULTY, ADD:** and ends _____ **[for 9 mo.: May 22 OR for 12 mo. June 30. Generally appt is for 3 yrs].**
4. **University System Governing Policy.** This appointment is governed by the applicable provisions in paragraphs I.C.1 through I.C.15 of the University System of Maryland Policy on Appointment, Rank, and Tenure of Faculty (II-1.00). Those paragraphs are incorporated by reference into this Agreement and are accessible at <http://faculty.umd.edu/policies>. **FOR TENURE-TRACK FACULTY, ADD:** The tenure review to which the Appointee may be entitled under these provisions will occur in Academic year 20____ – 20____, unless the date is changed pursuant to institutional policy.
5. **Policies General.** The Appointee shall be subject to all applicable policies and procedures duly adopted or amended from time to time by the University or the University System of Maryland. Except as provided in paragraph 4 above, such policies and procedures are not incorporated into this Agreement and are subject to change. The University agrees that if it changes a policy or procedure, it will not deprive the Appointee of any monetary payment the right to which has accrued under the previous policy or procedure. Such changes will be made in accordance with all applicable established procedures of the University System of Maryland and the University.
6. **Assignment of Intellectual Property.** Appointee understands that, consistent with applicable laws and regulations, IV-3.20(A) University of Maryland Policy on Intellectual Property at <http://www.president.umd.edu/policies/iv320a.html> (link) (“IP Policy”) governs the ownership, handling and use of intellectual property; i.e., copyrightable works, including software and computer programs; and inventions, whether or not patentable, created by University employees. Appointee has read the IP Policy and agrees to comply with its terms and conditions, as it may be amended from time to time. Consistent with the IP Policy, and in consideration of Appointee’s

employment by and compensation from the University and Appointee's ability to participate in projects administered by the University and his/her ability to use and access to University facilities and resources, Appointee agrees (a) to assign and does hereby assign to the University of Maryland all rights, title and interests in all inventions, whether or not patentable; all copyrightable works, and all computer programs and software, whether protectable by copyright or patent law (collectively, "Intellectual Property"), that Appointee conceives, reduces to practice, and/or authors, in whole or in part, that the University is entitled to own and does own pursuant to the IP Policy. Appointee understands that this present assignment includes but is not limited to all inventions Appointee conceives or reduces to practice in the course of performing University Sponsored Research and/or using University Resources Beyond Those Usually and Customarily Provided unless otherwise agreed to in writing with the University (collectively, "University Intellectual Property"). Appointee also agrees to disclose University Intellectual Property promptly to the Office of Technology Commercialization or other office designated by the University and to undertake such other actions as the University may request to document and effect the assignment of rights in University Intellectual Property to the University.

7. Additional Terms.

- A) The Appointee shall be subject to all applicable policies and procedures duly adopted or amended from time to time by the Clark School of Engineering.
- B) The department-supported portion of the appointee's 12-month salary is 70%. The appointee through external sources must fund the remaining 30% of the appointee's 12-month salary.
- C) This appointment is for three years and will be reviewed for continued eligibility. If the appointee is not able to sustain from external sources a sufficient level of funding to support at least four full-time (FTE) graduate students annually, the 30% of their 12-month salary, **their current level of buyout (if applicable, departments be specific here)**, a record of excellence in scholarly and teaching activities, and authorization from the contracting agencies to support the appointee's increase in research effort, then the department will convert the appointees contract to a 12-month 75/25 appointment where the department component of the salary that was equal to 70% of the appointees annual salary will become 75% of the annual salary. The appointee will have the opportunity to secure up to the remaining 25% of their 12-month salary from external sources.
- D) If the appointee is not able to secure the externally-funded component of their 12-months salary from external sources, then the department will reduce the externally-funded portion of the appointee's salary appropriately. It is the responsibility of the appointee to make any necessary adjustments to their supplemental retirement plans.
- E) The appointee has the option of converting to an academic year contract. This appointment would be defined as a 9-month contract with the change being effective at the beginning of next academic year as long as the Request for Change in University of Maryland Appointment Agreement to 9-Months Service form is completed and submitted to the Dean's Office by March 1 of that year.
- F) Should the appointee retire or resign from the university or convert to an academic year appointment, the appointee will not receive any compensation for any accrued annual leave.

8. Verification of Credentials. Upon the request of the University, Appointee agrees to have sent to the University, upon its request, certified copies of any transcript(s) reflecting the award of degree(s) listed as received on the Appointee's curriculum vitae. Appointee further agrees to provide to the University, upon its request, evidence of employability as required by the United States Immigration Laws. Appointee agrees that the employment of Appointee is terminable by the University if at any time Appointee fails to provide such evidence.

9. Controlling Law. This Agreement shall be construed according to the laws of the State of Maryland.
10. Entire Agreement. The terms and conditions stated above constitute the entire agreement between the parties. This agreement may not be modified except by means of a written amendment to this Agreement signed by the University and Appointee.
11. Limited Offer of Employment. Until signed by both the Appointee and the University, this Agreement constitutes only an offer of employment by the University and not a contract between the parties. This offer of employment expires if a signed original is not returned by Appointee and received by the University by _____; in that event, and without any additional action by the University or Appointee, Appointee will be converted to a 75%/25% appointment where the department component of the salary that was equal to 70% of Appointee's annual salary will become 75% of the annual salary. Appointee will have the opportunity to secure up to the remaining 25% of the 12-month salary from external sources. If Appointee is not able to secure the externally-funded component of the 12-month salary from external sources, then the department will reduce the externally-funded portion of Appointee's salary appropriately. It is the responsibility of Appointee to make any necessary adjustments to Appointee's supplemental retirement plans.

Signature of Appointee

Date

Signature of Chair

Title

Date