



AIR FORCE
SUMMER FACULTY FELLOWSHIP PROGRAM
Administered by the
AMERICAN SOCIETY FOR ENGINEERING EDUCATION



2012 AF SFFP OVERVIEW

FORMS SUBMISSION

- All forms should be sent to one of the addresses listed at the bottom of each form. With the exception of the Direct Deposit Authorization Form, e-mail (sffp@asee.org) is ASEE's preferred method for receiving the forms. Documents must be saved as pdfs.

GRADUATE STUDENTS ACCOMPANYING FACULTY MEMBERS

- Graduate students who are carrying out their research with a faculty member may not begin their research before their faculty member; neither may they continue research at the lab once the faculty member has officially left the lab for the summer.

STIPEND PAYMENTS

- In order to receive the **first** stipend payment, the following forms must be submitted:
 1. Faculty or Graduate Acceptance Form
 2. Acceptance of Terms and Conditions Form
 3. Temporary Moving Allowance Request Form (If you are not relocating for the summer, please indicate this on the form.)
 4. Direct Deposit Authorization Agreement Form (A voided check must be attached.)
 5. Official Start Date Form (The signed form must be submitted after you have begun your work at the AF research facility.)
- In order to receive your **final** stipend payment, all final paperwork must be submitted:
 1. Patent and Inventions Disclosure Form (signed)
 2. Evaluation Questionnaire Form
 3. Final Report Abstract and Cover Sheet Form
 4. Final report*

***PLEASE NOTE:** Faculty and graduate students may not submit the same report.

TRAVEL REIMBURSEMENTS

In order to receive reimbursement for travel expenses to and from the AF research facility, the following must be submitted within thirty (30) days of arrival* at the facility:

1. Relocation Allowance Reimbursement Request Form
2. Copies of receipts for claims listed on the form
3. Two sets of driving instructions to verify mileage (to and from facility)

***PLEASE NOTE:** Participants who fail to submit the above-listed items within the 30-day deadline will not be reimbursed.



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TERMS AND CONDITIONS

Period and Place of Appointment

The term of appointment can be 8 to 12 *continuous* weeks between May 7 and August, 31, 2012. Appointments must take place on-site at the designated host research facility.

Fellows who received approval to have a graduate student accompany them must supervise their student at all times and neither fellow nor student may take leave from the lab unless expressly authorized by the AFOSR.

Failure to comply with these stipulations could result in termination of the fellowship and/or have all paid funds returned to ASEE.

Requirements

Participants must be citizens or permanent residents of the United States. Faculty must have a Ph.D. in Science, Mathematics, or Air Force relevant disciplines and must currently be a full-time faculty member of an accredited baccalaureate-granting U.S. college, university, or technical institution. Graduate students must be pursuing a graduate degree *at the time of nomination*. Undergraduate students will not be considered, even if they intend to attend graduate school the following semester.

Research must be conducted on site at the designated Air Force facility and participants cannot receive additional stipend, scholarship, or fellowship payments from other federal funding sources during the tenure of this appointment.

All appointments are subject to the participant's successful security investigation and approved access to unclassified government information systems. If the results of the personnel security investigation are unfavorable and/or the awardee does not receive interim or final approval to access the required government systems, the awardee will not be retained in the AF SFFP.

Weekly Stipend and Daily Expense Allowance

<u>Faculty levels</u>	<u>Weekly Stipend</u>
Assistant Professor	\$1,300
Associate Professor	\$1,500
Professor	\$1,700
<u>Graduate student levels</u>	<u>Weekly Stipend</u>
Pursuing a master's degree <i>at the time of nomination</i> :	\$884
Pursuing a Ph.D. <i>at the time of nomination</i> :	\$1,037



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In addition to the stipend, AF SFFP participants may receive a daily expense allowance of \$50 per workday (excluding weekends and federal holidays) if they obtain a temporary residence while at the Air Force research facility. In order to obtain this allowance, the temporary residence must be located at a distance of at least 50 miles (one way by the most direct route) from the participant's permanent residence.

Participants will be paid 30% of their stipend on the 1st and the 16th of each month for a period of three pay cycles. A final stipend of 10% will be paid after 1) a patent form, 2) an abstract of the summer's research, 3) a final report of the summer's research, and 4) a program evaluation have been submitted. Please note that faculty and graduate students **may not** submit the same report, and each set of documents must be submitted by each individual participant. All stipend income is reported to the IRS, and it is the responsibility of the participant to report income to the IRS. All disbursements are contingent upon the availability of federal funds.

Relocation Allowance Reimbursement:

A suitable temporary moving allowance for participants to relocate from their homes (i.e., one roundtrip) to the Air Force research facility is available. This round trip cost may not exceed \$1,000. There is no relocation allowance for individuals who live within 50 miles of their research site.

Air Travel:

Airfare for either trip should be arranged through ASEE's travel agent, Christopherson Business Travel (CBT). For more information about booking a reservation through CBT, please e-mail sffp@asee.org.

Airfare not arranged through CBT **must be pre-approved** by the ASEE AF SFFP Program Manager before reimbursement can be authorized. Roundtrip airfare exceeding \$500 must also be pre-approved. ASEE authorizes coach class commercial air transportation only when travel by a discount class is not available or would impose undue hardship on the traveler. If the traveler elects to fly a more premium class without ASEE authorization, ASEE will pay only that portion of the total cost equal to the lowest available discount fare.

When submitting an expense reimbursement form, copies of boarding passes as well as any receipts for baggage fees should be included. ASEE does not reimburse for travel insurance.

Please note that participants who opt to take an early flight and pay for overnight lodgings previous to the flight will not be reimbursed for their hotel accommodations.



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Automobile Travel:

For those who will be traveling by car, ASEE will reimburse roundtrip expenses at a rate of \$.51 per mile. **The mileage rate is inclusive of all expenses incurred during automobile travel (lodging, tolls, gasoline, meals, parking, etc).** In order to receive this reimbursement and to verify mileage, two sets of driving instructions/maps (e.g. from Google maps or mapquest) **must** accompany the Relocation Allowance Reimbursement Form. The first map should record the total number of miles driven on the first day(s) of travel, and the second map should record the number of miles predicted for the return trip.

Car Rental:

There is **no** car rental allowance associated with this program while you are at the lab for the summer.

Any car rental for relocation purposes only (one roundtrip) must be pre-approved by ASEE. Mileage will be reimbursed for the initial and return trips; however, the rental car, insurance, additional mileage, and any other accompanying fees will not be reimbursed.



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ACCEPTANCE OF TERMS AND CONDITIONS FORM

I hereby accept this appointment to the Air Force Summer Faculty Fellowship Program.

By accepting this appointment, I acknowledge the following:

- I understand the terms and conditions of the appointment specified in the Terms and Conditions of Appointment.
- All appointments are subject to the availability of federal funds.
- I understand the conditions set forth in the memorandum from ASEE concerning the patent rights pertaining to my participation in the Air Force Summer Faculty Research Program.
- I understand that the appointment is not a contract for services between me and ASEE or the Air Force. My role is that of a self-employed guest researcher who agrees to conduct and report on research of interest both to myself and to the Air Force.
- I have read and understand the memorandum titled “Tax Treatment of Summer Fellowships.”

Printed name: _____

Signature: _____ Date: _____

Please indicate the number of weeks and dates you propose to start and end your summer research.

Number of weeks*: _____ First work day: _____ Final work day: _____

*If your number of weeks or start date differs from what you listed in your original application, you must first contact your lab advisor who must send confirmation and approval of the change to sffp@asee.org.

PLEASE RETURN SIGNED AND COMPLETED FORM TO:

American Society for Engineering Education
 Air Force Summer Faculty Fellowship Program
 1818 N Street, NW, Suite 600
 Washington, DC 20036
 Phone: (202) 649-3834
 Fax: (202) 463-1401
 E-mail (preferred): sffp@asee.org



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TEMPORARY MOVING ALLOWANCE REQUEST FORM

A temporary moving allowance is available to faculty and graduate students appointed to the Air Force Summer Faculty Fellowship Program who (1) must move at least 50 miles from their permanent address and (2) who have already secured an address for the duration of the appointment.

Permanent address:

Summer leave address*:

Printed name: _____

Signature: _____ Date: _____

**If you have not secured summer accommodations by the time this form is to be submitted, please write TBD in the Summer leave address portion of the form. Once you have found lodgings, send an e-mail with your address to sffp@asee.org. If you do not plan to relocate, please write Not Relocating.*

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RELOCATION ALLOWANCE REIMBURSEMENT REQUEST FORM

*To be submitted **no later than thirty (30) days** after arrival at the AF research facility. Receipts and/or maps must be provided for all reimbursement claims.*

Name: _____ Phone: _____

Destination: _____

Travel date(s) to the research facility: _____ Travel date(s) from the research facility: _____

Costs:

Airfare: _____

Baggage fees: _____

Local transportation: _____

Roundtrip auto mileage (\$.51 per mile): _____

Total: _____

I certify that this report is true and accurate to the best of my knowledge.

Printed name: _____

Signature: _____ Date: _____

FOR ASEE HEADQUARTERS USE ONLY **Total Reimbursement:** _____

Approved for payment on _____ by _____

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 Fax: (202) 463-1401
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2012 OFFICIAL START DATE FORM

To be submitted after participant has arrived at the Air Force research facility.

Participant's name: _____

Participant's signature: _____

Sponsoring lab and location: _____
(Please see next page for a list of sponsoring labs and locations.)

Air Force lab advisor's name: _____

Air Force lab advisor's signature: _____

Air Force head of lab's name: _____

Air Force head of lab's signature: _____

Official start date: _____

Number of weeks: _____

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SPONSORING LABS AND LOCATIONS

AFIT WRIGHT-PATTERSON AIR FORCE BASE, OHIO

AFRL/RB WRIGHT-PATTERSON AIR FORCE BASE, OHIO

AFRL/RD KIRTLAND AIR FORCE BASE, NEW MEXICO

AFRL/RH FORT SAM HOUSTON, TEXAS

AFRL/RH WRIGHT-PATTERSON AIR FORCE BASE, OHIO

AFRL/RI GRIFFISS BUSINESS AND TECHNOLOGY PARK, NEW YORK

AFRL/RV KIRTLAND AIR FORCE BASE, NEW MEXICO

AFRL/RW EGLIN AIR FORCE BASE, FLORIDA

AFRL/RX TYNDALL AIR FORCE BASE, FLORIDA

AFRL/RX WRIGHT-PATTERSON AIR FORCE BASE, OHIO

AFRL/RY WRIGHT-PATTERSON AIR FORCE BASE, OHIO

AFRL/RZ EDWARDS AIR FORCE BASE, CALIFORNIA

AFRL/RZ WRIGHT-PATTERSON AIR FORCE BASE, OHIO

USAFA COLORADO



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MEMORANDUM

To: Air Force Summer Faculty Fellowship Program Participants

From: Jessica Sabo, ASEE Senior Program Manager

Subject: Patents, Inventions, and Innovations

1. Persons selected to participate as Air Force Summer Faculty Fellowship Program are required to comply with the provisions of the "Retention by the Contractor (Short Form) (Jun 1997)" clause of the Federal Acquisition Regulation (FAR), Part 52.227-11, and are considered subcontractors to the American Society for Engineering Education (for patent purposes only).
2. Participants are required, in accordance with the Patent Rights clause, to report any invention made, i.e., conceived or actually reduced to practice, during the period covered by their performance in the Fellowship Program. Invention means any discovery or innovation that may be patented or otherwise protected under the U.S. patent laws.
3. Any invention, as defined herein, is to be reported to the Intellectual Property (IP) Counsel's Officer located at the host laboratory. If the host laboratory has no assigned Intellectual Property Counsel Office, then the invention is to be reported to the Senior Patent Attorney at the Air Force Office of Scientific Research, 4015 Wilson Boulevard, Room 713, Arlington, VA 22203.
4. At the conclusion of the period of performance under the Air Force Summer Faculty Research Program, each participant is required to provide a final report and abstract to ASEE, listing all inventions made and/or reported during the performance period or stating that there were none. For convenience, the enclosed form may be used in reporting inventions to ASEE

52.227-11 -- Patent Rights -- Retention by the Contractor (Short Form).

As prescribed in 27.303(a), insert the following clause:

Patent Rights -- Retention by the Contractor (Short Form) (Jun 1997)

(a) Definitions.

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)



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(2) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent application by Contractor.



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(1) The Contractor will disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

(d) Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention --

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.



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(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor and protection of the Contractor right to file.

(1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.



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(f) Contractor action to protect the Government's interest.

(1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to --

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title; and

(ii) Convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention."

(g) Subcontracts.

(1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.



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(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3.

(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that --



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-
- (1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Contractor, assignee, or their licensees.
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that --
- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;
- (2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and



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(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

(l) Communications. [Complete according to agency instructions.]

(End of Clause)

Alternate I (Jun 1989). As prescribed in 27.303(a)(3), add the following sentence at the end of paragraph (b) of the basic clause:

The license shall include the right of the Government to sublicense foreign governments, their nationals and international organizations pursuant to the following treaties or international agreements: _____*

[* Contracting Officer complete with the names of applicable existing treaties or international agreements. The above language is not intended to apply to treaties or agreements that are in effect on the date of the award but are not listed.]

Alternate II (Jun 1989). As prescribed in 27.303(a)(3), add the following sentence at the end of paragraph (b) of the basic clause:

The agency reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into or to be entered into by the Government after the effective date of the contract and effectuate those license or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to subject inventions made after the date of the amendment.

Alternate III (Jun 1989). As prescribed in 27.303(a)(4), substitute the following in place of subparagraph (k)(3) of the basic clause:



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(3) After payment of patenting costs, licensing costs, payments to inventors, and other expenses incidental to the administration of subject inventions, the balance of any royalties or income earned and retained by the Contractor during any fiscal year on subject inventions under this or any successor contract containing the same requirement, up to any amount equal to 5 percent of the budget of the facility for that fiscal year, shall be used by the Contractor for the scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility. If the balance exceeds 5 percent, 75 percent of the excess above 5 percent shall be paid by the Contractor to the Treasury of the United States and the remaining 25 percent shall be used by the Contractor only for the same purposes as described above. To the extent it provides the most effective technology transfer, the licensing of subject inventions shall be administered by Contractor employees on location at the facility.

Alternate IV (Jun 1989). As prescribed in 27.303(a)(5), include the following subparagraph in paragraph (f) of the basic clause:

(5) The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed, and shall submit a description of the procedures to the Contracting Officer so that the Contracting Officer may evaluate and determine their effectiveness.



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PATENT AND INVENTIONS DISCLOSURE FORM

Pursuant to the "Retention by the Contractor (Short Form) (June 1997)" clause of the Federal Acquisition Regulation (FAR), Part 52.227-11 and the Terms and Conditions of Appointment to the Air Force Summer Faculty Fellowship Program, I am disclosing the following information:

1. The following inventions were made and reported during the period of my appointment to work at the _____ .
(Air Force Facility)

Invention title	Inventor(s)	Date of disclosure to IP Office
a)		
b)		
c)		

2. No inventions were made.

Printed name: _____

Signature: _____ Date: _____

PLEASE RETURN SIGNED AND COMPLETED FORM TO:

American Society for Engineering Education
 Air Force Summer Faculty Fellowship Program
 1818 N Street, NW, Suite 600
 Washington, DC 20036
 Phone: (202) 649-3834
 E-mail: sffp@asee.org



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MEMORANDUM

TO: Air Force Summer Faculty Research Program Participants
FROM: Jessica Sabo, ASEE Senior Program Manager
SUBJECT: Tax Treatment of Summer Fellowships

PLEASE READ CAREFULLY!

With the passage by Congress of the Tax Reform Act of 1986 (Public Law 99-514), ASEE has sought advice of legal counsel with respect to the tax treatment of awards received by summer faculty fellows and their accompanying graduate students.

Accordingly, you are advised of the following:

ASEE must report all monies paid to you under the Fellowship Program. This includes monthly stipends, travel, and relocation costs. Some reimbursable expenditure may be deducted such as relocation costs and travel to meetings and conferences.

ASEE will provide you and the Internal Revenue Service (IRS) with the informational Form 1099 recording the amount paid to/for you during the tax year. Under current laws and regulations, you are responsible for submitting quarterly estimates of income taxes to the IRS and paying the amounts due. You may have a similar liability with respect to state and/or local taxes depending upon the state and/or locality where you reside.

Appropriate IRS publications or your personal tax advisor should be consulted for clarification concerning your Social Security and other tax liability. See enclosed memo "Taxability of Research Grant."



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TAXABILITY OF RESEARCH GRANTS

When the American Society for Engineering Education (ASEE) awards Research Associateships to summer faculty fellows and their accompanying graduate students, these individuals often request guidance in determining whether they are subject to tax for self-employment tax purposes. This document is intended to help address that need and provide a brief overview of the tax treatment of Research Associateships for self-employment tax purposes.

WHAT IS TAXABLE TO A RECIPIENT?

When the Research Associateships are awarded to summer faculty fellows and their accompanying graduate students, the awards are subject to tax for income tax purposes, but may or may not be subject to tax for self-employment purposes. Income is taxed for self-employment tax purposes only if net income is derived from a trade or business.

Whether Research Associateships to summer faculty fellows are subject to self-employment tax will depend on the facts and circumstances surrounding the award, the conditions attached to the award, and whether the individual is performing services as a condition for receiving the award. Any portion of a Research Associateship paid for the performance of services would constitute payments in connection with the conduct of a trade or business and would be subject to self-employment taxes. When services are not rendered as a condition of the award, Revenue Ruling 60-378 provides that such awards are not considered income from trade or business, and therefore are not subject to self-employment taxes.

ASEE RECIPIENTS

Based on the award process at ASEE, awards are not necessarily conditioned upon the performance of services or the provision of the results of research. ASEE does not claim any rights to the results of the research or the right to publish the results. The awards are generally provided to further a general body of knowledge, as opposed to providing a special benefit only to ASEE. As defined under Revenue Ruling 60-378, this summer research award is taxable income, but is not subject to self-employment taxes. If, for any reason, the award requires the recipient to teach, or perform research that benefits ASEE, then the award is subject to self-employment tax. ASEE does not have authority to make tax rulings; therefore, ASEE strongly recommends that the fellow consult a tax advisor or an IRS representative to determine the proper treatment for the award.



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FINAL REPORT ABSTRACT AND COVER SHEET FORM

The final report should be a 5-10 page, double-spaced paper describing what research you did over the summer at the lab. Please give a copy to your advisor as well as ASEE in order to receive your final payment. (Please note that faculty and graduate students may not submit the same report.)

Submitted by: _____

Faculty advisor (if applicable): _____

Air Force research lab advisor: _____

Sponsoring research lab and location: _____

ABSTRACT: (Please type below or attach sheet to typewritten abstract.)



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