

CALIFORNIA INSTITUTE OF TECHNOLOGY

MEMORANDUM OF UNDERSTANDING

Date: \_\_\_\_\_

This represents an agreement between \_\_\_\_\_ and \_\_\_\_\_ who wishes to volunteer in the \_\_\_\_\_ laboratory.

The volunteer agreement is expected to begin \_\_\_\_\_ and if all parties agree that the arrangement is working satisfactorily, will continue until \_\_\_\_\_ or whenever \_\_\_\_\_ decides he/she is no longer interested in volunteering his/her time.

The following conditions apply to this agreement:

1. \_\_\_\_\_ is volunteering his/her efforts and consequently is not obligated to work fixed or mandatory hours without his/her approval.
2. \_\_\_\_\_ may discontinue this arrangement at any time.
3. There is no obligation on Caltech's part to offer \_\_\_\_\_ regular employment (paid status) at the termination of the volunteer arrangement.
4. Caltech will maintain workers' compensation for \_\_\_\_\_ while he/she is volunteering under this agreement. No other insurance or benefits will be provided.

AGREED:

\_\_\_\_\_  
Volunteer Date

\_\_\_\_\_  
Supervising Faculty Date

APPROVED:

\_\_\_\_\_  
Division Administrator Date

## VOLUNTEER DATA SHEET

<b>Legal Last Name:</b>	<b>Legal First Name:</b>	<b>Legal Middle Initial:</b>
<b>Preferred Last Name:</b>	<b>Preferred First Name:</b>	<b>Preferred Middle Initial:</b>
<b>Name Prefix (Mr., Ms, Dr. Etc)</b>	<b>Name Suffix:</b>	<b>Preferred Suffix:</b>

<b>Gender:</b>	<b>Birth Date:</b>
<input type="checkbox"/> Male <input type="checkbox"/> Female	

<b>Primary Mailing Address:</b>	<b>Home Telephone Number:</b>
<b>City:</b>	<b>State:</b>
	<b>Zip Code:</b>

<b>Primary Emergency Contact Name:</b>	<b>Telephone Number:</b>
<b>Contact Type:</b>	
<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Guardian <input type="checkbox"/> Sibling <input type="checkbox"/> Friend <input type="checkbox"/> Significant Other <input type="checkbox"/> Other	

### ***JOB INFORMATION***

**Start Date:** \_\_\_\_\_  
**End Date:** \_\_\_\_\_

<b>Organization Name:</b>	<b>Mail Code:</b>
<b>Supervisor Name:</b>	
<b>Email Address:</b>	<b>Work Telephone Number:</b>

<b>Caltech Contact:</b>	<b>Extension:</b>	<b>Date:</b>

# CALIFORNIA INSTITUTE OF TECHNOLOGY

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR VOLUNTEERS

I, \_\_\_\_\_, acknowledge that during the course of my volunteer status with the California Institute of Technology (“Caltech”), I may have access to, and become acquainted with, various types of confidential information, whether explicitly marked or not, pertaining to Caltech and its employees and students. The following types of information and materials collectively referred to herein as (“Confidential Information”), whether currently existing or created during the course of my volunteer status, are highly sensitive and confidential in nature:

### 1. **Employee/Faculty Personnel Data**

All information and materials relating to any individual’s application for or employment with, Caltech including but not limited to, job applications, letters of recommendation, performance evaluations, commendations, disciplinary materials, compensation and benefit information, financial information related to professorial faculty financial conditions, information pertaining to an individual’s health condition or medical records, and security and clearance/classification information.

### 2. **Student Information**

All information and materials relating to any undergraduate or graduate student’s enrollment at Caltech, including but not limited to, admissions information, course grades, financial information of the student or his/her parents, performance evaluations, medical information, letters of recommendation, employment history at Caltech, employment history after leaving Caltech, and any other forms of student information.

### 3. **Generalized Employment and Student Enrollment Information**

All employment and student enrollment information and materials, including but not limited to, wage and salary structures; job assignments and work group status; student enrollment and financial aid plans; student admissions criteria; contemplated or pending expansions/reductions or changes in workforce or student population; contemplated and/or pending hires, promotions, student admissions, disciplinary action suspensions and terminations; and equal opportunity matters.

### 4. **Generalized Financial and Business Information**

All generalized financial and business information and materials, including but not limited to, the sources and amounts of revenue received by Caltech and/or managed by individual Principal Investigators; the uses and value of the assets of Caltech; the sources and value of the endowment and other investments; the names of vendors and suppliers and the dollar value of business conducted with them; the results of external and internal audit findings; and any other records, documents, reports or data that characterize the financial status or business methods of Caltech.

### 5. **Other Confidential Information**

Any other information and material not explicitly delineated above which is identified by Caltech as confidential.

I agree to take the following steps to preserve the confidential nature of Confidential Information:

**1. Non-Disclosure**

During and after the term of my volunteer status, I will not use, disclose or transfer any Confidential Information either internally at Caltech or externally to persons or organizations outside Caltech, except as directed to do so by Caltech and as necessary for the performance of my legitimate volunteer duties.

**2. Prevent Disclosure**

I will take all reasonable precautions to prevent the disclosure of Confidential Information to unauthorized persons or entities.

**3. Abide by Caltech's Restrictions**

I will treat as confidential and proprietary any information or materials received from outside Caltech, which Caltech is obligated to treat as confidential, in accordance with Caltech's instructions.

**4. Return All Materials**

Upon the termination of my volunteer status, I will deliver to Caltech all tangible materials embodying Confidential Information, including but not limited to, any documentation, records, listings, notes, data, computer databases, memoranda, reference materials, whether in hard copy format or stored electronically, and any machine readable materials which in any way relate to Confidential Information. I also agree not to retain any copies of any of the above materials.

I acknowledge that adherence to the provisions of this Confidentiality and Non-Disclosure Agreement is an essential term of my volunteer agreement with Caltech. I further acknowledge that if I fail to comply with Caltech policies and/or instructions regarding Confidential Information, I may be asked to terminate my volunteer status. I understand that if I have any questions concerning interpretation of this policy and Agreement, I should refer them to my immediate supervisor.

Date: \_\_\_\_\_

\_\_\_\_\_  
Volunteer's Signature

California Institute of Technology

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

California Institute of Technology  
**Patent and Copyright Agreement**

The California Institute of Technology, a California corporation hereinafter referred to as the Institute, has certain responsibilities to see that inventions made and copyrightable materials (including software) developed at the Institute be used for the public benefit, be administered in such a way as to avoid cause for criticism of the Institute, and meet the Institute's contractual obligations to others. In view of the patent and copyright policies of the Institute in force at this date and as may from time to time be amended, and as consideration for my use of Institute facilities and equipment, I hereby agree as follows:

I will notify the Institute promptly of all inventions or copyrightable materials that are developed in the course of my duties at the Institute or JPL, or with any use of Institute or JPL facilities. I agree to assign, and hereby do assign, to the Institute all such inventions and copyrightable material, and all copyrightable materials, inventions, copyrights, patent applications and patents relating thereto; and to execute all papers required to apply for, obtain, maintain, issue and enforce such copyright registrations, patents and applications therefore; and to provide reasonable assistance regarding such copyrights, patents and patent applications, including testifying in any interference proceeding or litigation relating thereto. Expenses for the copyrights and patent applications, and for the assistance set forth in the preceding sentence, shall be borne entirely by the Institute.

I agree to notify the Institute of any funding from an agency of the United States Government that may have supported an invention. This is to ensure the compliance of the Institute with the provisions of the Federal Bayh-Dole Act and implementing regulations.

I understand that if the Institute receives funds from the licensing of copyrightable materials or patents assigned to it by me pursuant to this agreement, in excess of unreimbursed expenses associated with obtaining and maintaining such copyrights and patents, I shall share in these funds according to the established Institute policy, procedures and practice in effect on the date that the patent application is filed or the copyrightable materials are completed.

I also understand that this agreement does not apply to any invention that qualifies fully under the provisions of Section 2870, Chapter 2 of Division 3 of the Labor Code of the State of California, which states as follows:

*Section 2870. Employment agreements; assignment of rights*

- (a) *Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:*
  - (1) *Related at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or*
  - (2) *Result from work performed by the employee for the employer.*
- (b) *To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.*

This agreement supersedes and replaces any patent and copyright agreement (or other similar agreement concerning the subject matter of this agreement) with the Institute heretofore executed by the undersigned.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_