

CLINIC AGREEMENT FOR STUDENTS

Mandatory to Complete and Return

Confidentiality is often very important to sponsor companies, who operate in a competitive marketplace. We want you to be aware of the college's responsibilities towards the sponsor about confidentiality. And we want you to abide by the confidentiality agreement we have made with the sponsor. The language below comes from the College's confidentiality policy, and from the standard Letter of Understanding (LOU) that the Clinic director signs with each Clinic sponsor. (Note: Your sponsor may require additional assurances beyond those enumerated in this form. Check with your liaison, but only sign additional forms that have been reviewed and approved by the Clinic Director).

As a participant in a Clinic project, you understand that information that is received in connection with the performance under this project will be treated as confidential, and you will not disclose (outside the college) any such confidential information without the express written authorization of the sponsor. Sometimes the sponsor is willing, or even wants, to have your team's progress made public, for example over the web, but this should be cleared with your liaison in writing. In addition, it is standard practice to get your liaison's advance approval of the materials (slides, posters, etc.) that your team prepares for presentations at HMC. You also agree to use any such confidential information only pursuant to your participation in the Clinic project and for no other purpose.

You further understand and agree that all inventions, discoveries and improvements made as a result of the research program (collectively "Work Product") shall belong to the sponsor, and any background information relating to such matters shall be made available to the sponsor upon request. Specifically, the sponsor owns all the intellectual property generated by your project. You may not use any of it for your own purposes, or give it away to others, without written permission from the sponsor. You hereby assign and agree to assign any right, title and interest you may have in the Work Product to the sponsor.

You also agree that your participation in a Clinic project shall not make you an employee of the sponsor of the project and shall not entitle you to compensation from the sponsor nor entitle you to participate in any employee benefit programs that the sponsor may offer to its employees.

The college reserves the right to eventually publish papers and reports concerning the research program. No such reports shall be published without the sponsor's approval within one year following the completion and delivery of the final report. After that year, the sponsor will be given an opportunity to review and comment on any proposed publication.

By signing below, you acknowledge your agreement to cooperate in protecting the sponsor's interests in and to any inventions and, upon request, to provide the sponsor with information necessary to perfect any claim the sponsor may have with respect to the ownership of such rights, including confirming in writing your assignment of any right, title and interest in the Work Product.

Sponsor's Name: _____

Name of Clinic Project: _____

Your Signature: _____ Date: _____

Your Name (Printed): _____