

CALTECH GUEST DATA SHEET - HPC Collaborators - REMOTE/ELECTRONIC ACCESS ONLY

To be completed by Guest:		
First (Given) Name:	Last (Family) Name:	Middle Initial:
Gender: <input type="radio"/> Female <input type="radio"/> Male	Birth Date: (mm/dd/yyyy)	Employer Name:
Are you or have you ever been a staff, faculty, student, postdoctoral scholar, guest, external affiliate, and/or volunteer at Caltech? Yes <input type="radio"/> No <input type="radio"/> If yes, provide Caltech ID number: _____ If other Caltech affiliation, please explain: _____		
Caltech required email address and mobile phone for use with DUO Multifactor authentication. When your remote access is activated, you will receive an email from accounts@caltech.edu with further instructions. Email: _____ Mobile Phone: _____		
<p>This request is for electronic access only and does not authorize use of any other Campus resources. If you will be here for longer than 10 consecutive days, please complete the full Guest data sheet and other applicable forms. This access will not include a Caltech ID, building access, or other services on Campus. Caltech's Privacy Notice can be found at http://hr.caltech.edu/guestprivacy. Your submission of this data sheet and Caltech's approval is subject to the terms and conditions of this privacy notice.</p>		
Guest Signature: _____		Date: _____
Caltech activity to be completed by sponsoring department:		
Purpose of access and type of electronic access being requested:		
Start Date of Access:	End Date of Access:	Sponsoring Division/Dept Name:
Caltech Sponsoring Division Campus Address:		
<input type="checkbox"/> Received approval to waive the Caltech patent agreement from OTT, if patent agreement is not attached.		
Caltech Contact/Sponsor Name:		Caltech Contact/Sponsor Phone:
Caltech Contact/Sponsor Email:		
Relationship/Activity between Guest and Caltech Sponsor:		
Caltech Division/Dept Contact Name:		Caltech Div/Dept Contact Phone:
Human Resources will send you the Guest UID in order for your division to request system access by logging a ticket at https://help.caltech.edu and make a ticket under IMSS/ Accounts/ New Account Request or send an email to accounts.caltech.edu.		
Sponsor Signature: _____		Date: _____
Department/Division Approval: _____		Date: _____

CALIFORNIA INSTITUTE OF TECHNOLOGY

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR Guest/Collaborator – HPC & LDMX Project

I, _____, acknowledge that during the course of my guest/collaborator 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 guest/collaborator 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. Trustee Information

All information and materials relating to a current, former, or prospective Trustees of Caltech, including but not limited to financial and personal information, contributions to Caltech and other Institutions, assets, financial status, and any other non-public information regarding Trustees.

6. 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 guest/collaborator 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 guest/collaborator activities.

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 guest/collaborator 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 guest/collaborator status 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 guest/collaborator 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: _____

Guest/Collaborator Signature

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 and access to Institute resources, facilities and equipment, I hereby agree as follows:

I will notify the Institute promptly of all inventions or copyrightable materials that I have developed in the course of my duties at or for the Institute, including the Jet Propulsion Laboratory (JPL), or with any use of facilities owned or managed by the Institute. 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 therefor; 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, maintaining and enforcing 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 if I am an employee of the Institute, this agreement does not apply to any invention developed entirely on my own time unrelated to my duties at the Institute and not using Institute equipment, supplies, facilities or trade secret information, *i.e.*, that qualifies fully under the provisions of Section 2870 of the California Labor Code, 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) *Relate 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 _____

Revised 3-1-2012