

**3/Types of Appointment  
Staff Volunteer Appointment**

**I. REFERENCES**

- A. UCSD Implementing Procedures 3 - Types of Appointment
- B. UCSD Implementing Procedures 21 – Appointment

**II. POLICY**

A. General

University policy and the Fair Labor Standards Act (FLSA) permit individuals to volunteer for a staff appointment without compensation providing that the appointment does not displace a regular staff employee.

A person who renders services to a designated person and who is under the *control or supervision* of that person is deemed to be an employee of the designated person under the Worker's Compensation laws, even in the absence of compensation for such services rendered.

Staff volunteers, as that term is used in this policy, are persons who directly volunteer their services for a staff appointment without compensation and who are subject to the control or supervision of the University. Conversely, individuals who volunteer their services through a sponsoring agency or organization (e.g., the Friends of the Library or the Red Cross) maintain their employer-employee relationship with that sponsoring agency during their volunteer service to the University. Such persons are not considered employees of the University for Workers' Compensation purposes and, therefore, are not required to complete or sign any forms.

The Staff Volunteer Appointment Procedures and Form shall be used for each volunteer appointment. The usual departmental approvals required for the hiring of staff employees are necessary, subject to final approval by the Human Resources Department. Those benefits, which are based on pay status, do not apply to staff volunteer appointments. Therefore, staff volunteers are not eligible for sick leave, holidays, vacation, retirement or insurance benefits other than those available under Worker's Compensation laws.

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B. Age Requirements

Each staff volunteer must adhere to minimum age requirements. Minors under age eighteen (18) who have neither graduated from high school nor the equivalent, nor have been awarded a certificate of proficiency, may be appointed as a staff volunteer in accordance with State law. Minors must provide certification of their age to support the staff volunteer appointment authorization process and provide either:

1. A Work Permit from their school; or
2. A *Written Authorization* from their parents.

C. Duration of Volunteer Appointments

Staff volunteer appointments may be approved for up to one year. Appointments may be extended by completing a new Staff Volunteer Appointment Form (Appendix A) with the following wording noted in the comment section: *To Extend Staff Volunteer Appointment*.

**III. PROCEDURES**

The Staff Volunteer Appointment transactions *must not be entered* into the Payroll Personnel System (PPS). The following procedures apply to Staff Volunteer Appointment transactions:

A. Staff Volunteers Not Otherwise Employed by the University

In addition to individuals who volunteer their services for personal reasons or benefit and without affiliation, this category includes volunteer trainees associated with the University either independently or through a formal campus or Medical Center approved training or internship program.

1. The Department:

- (a) Completes Appendix A, Section I of the Staff Volunteer Appointment Form, and signs in Section II; and
- (b) Completes the Loyalty Oath and Patent Agreement, and signs as witness for both sections.

Procedures

2. The Staff Volunteer:

- (a) Completes Appendix A, Section II of the Staff Volunteer Appointment Form.
- (b) Signs the Loyalty Oath (all persons other than aliens).
- (c) Signs the Patent Agreement.
- (d) Completes and signs the Personal Data Form (PDF).

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The Staff Volunteer Appointment Form and one copy of the form, the Loyalty Oath and Patent Form, and the Personal Data Form must be forwarded by the hiring department to the Human Resources Department, Records Unit for approval prior to the time that the staff volunteer reports for work.

- B. Staff Volunteers Otherwise Employed by the University  
University employees volunteering their services to another department may not perform their regular duties in such volunteer capacity, nor may they perform any volunteer tasks during regular working hours.

Procedures

1. The Department:  
Completes Appendix A, Section I of the Staff Volunteer Appointment Form, and signs in Section II.
2. The Staff Volunteer:  
Completes Appendix A, Section II of the Staff Volunteer Appointment Form.

The Staff Volunteer Appointment Form and one copy of the form must be forwarded by the hiring department to the Human Resources Department, Records Unit for approval prior to the time that the staff volunteer reports for work.

**IV. RESPONSIBILITIES**

- A. The Department:
1. Consults with the Human Resources Department Records Unit regarding staff volunteers prior to making a commitment to a prospective staff volunteer.
  2. Prepares and forwards the original and one copy of the Staff Volunteer Appointment Authorization Form, Personal Data Form, and Loyalty Oath and Patent Agreements to the Human Resources Department, Records Unit at mail code 0922.
  3. In the event the volunteer holds a visa the department must consult with Human Resources Department Records unit.
- B. The Human Resources Department:  
As the Office of Records for staff volunteer appointments, the Human Resources Department, Records Unit maintains records of staff volunteer appointments and related forms.
- C. The UCSD Medical Center:  
For information about the UCSD Medical Center Hillcrest and Thornton volunteer services, please call the Medical Center Volunteer Services Office at (619) 543-6370.

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**STAFF VOLUNTEER APPOINTMENT FORM**

SECTION I (To be completed by the department)

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

Name \_\_\_\_\_  
**Last First Middle**

Begin Date \_\_\_\_\_/End Date \_\_\_\_\_ Home Department Unit Code \_\_\_\_\_

Home Department Name \_\_\_\_\_ Mail Code \_\_\_\_\_

Department Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Please check as appropriate: Citizen  Yes  No Visa Status (if applicable): \_\_\_\_\_

List any relatives employed at UC San Diego: \_\_\_\_\_

UC Student Status (please check):

- Registered
- Not Registered
- Undergraduate
- Graduate
- Not Registered/  
Degree Candidate
- Candidate

Are you currently on UCSD pay status?  
 Yes  No

If yes, please check one of the following:

- Career  Limited
- Contract  Student

Title: **Volunteer** Title Code: **9900/Without Salary**

Describe the nature of the volunteer efforts/Comments:

SECTION II (To be completed by the volunteer)

I am volunteering my services to the University of California, San Diego for the purpose of \_\_\_\_\_  
in the \_\_\_\_\_ Department solely for my personal reasons or benefit without promise  
or expectation of compensation or University benefits. My volunteer services will not be performed in my regular department or  
in connection with regular duties, and I understand that I will not displace a regular status employee.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Departmental Authorization Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prepared by

\_\_\_\_\_  
Mail Code Telephone

Please forward the original and one copy of this form to the Human Resources Department, Records Unit, at mail code 0922 for review and authorization. The Records Unit will return an approved copy of the Staff Volunteer Appointment Form to the department.

\_\_\_\_\_  
Human Resources Records Unit Signature

\_\_\_\_\_  
Date



**PERSONAL DATA FORM**  
**UPAY544-6 (R9/00) FO-2195**

EMPLOYEE #	NEW EMPLOYEE #	DATE
DEPARTMENT		PERSONNEL PROGRAM CODE <input type="checkbox"/>
SUFFIX	PRIOR NAME (NAME CHANGE ONLY)	A - ACADEMIC 1 - PROFESSIONAL & SUPPORT STAFF 2 - MANAGEMENT & SR PROFESSIONAL

CHECK BOX IF NAME CHANGE <input type="checkbox"/>	EMPLOYEE NAME (LAST, FIRST, MIDDLE INITIAL) (19-44)
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TYPE OF ACTION (check appropriate box)

<input type="checkbox"/> <b>EMPLOYMENT</b> (complete all information-attach to PAF)	<input type="checkbox"/> <b>DATA CHANGE</b> (complete only information to be changed)	<input type="checkbox"/> <b>SEPARATION</b> (complete only if permanent address has changed)
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ADDRESS INFORMATION

PERMANENT ADDRESS: YOUR MAILING ADDRESS			CAMPUS MAILING ADDRESS		
LINE 1-STREET ADDRESS			MAIL CODE		
LINE 2-STREET ADDRESS			CAMPUS PHONE 1	CAMPUS PHONE 2	
CITY	STATE	ZIP CODE	HOME PHONE	SPOUSE'S NAME	
COMPLETE ONLY IF YOUR MAILING ADDRESS IS OUTSIDE THE U.S.			DISCLOSURE OF INFORMATION		
FOREIGN PROVINCE, STATE, COUNTY, DISTRICT, REGION, etc.		FOREIGN POSTAL CODE	CHECK THE FOLLOWING ITEMS YOU WANT DISCLOSED TO OUTSIDE PARTIES WHO REQUEST THIS INFORMATION.		<b>EMPLOYEE ORGANIZATIONS:</b> DO YOU WANT YOUR HOME ADDRESS RELEASED TO EMPLOYEE ORGANIZATIONS?
FOREIGN COUNTRY	FOREIGN CODE	PERMANENT ADDRESS	HOME PHONE NUMBER	SPOUSE'S NAME	YES NO
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

STUDENT STATUS AND EDUCATION

<b>UC STUDENT STATUS</b> 1 - Not Registered 2 - Not Reg. Deg. Cand 3 - Undergraduate 4 - Graduate 5 - Not Reg. Deg. Cand / Other Campus 6 - Undergraduate / Other Campus 7 - Grad / Other Campus UC Student Status <input type="text"/> Units this Term <input type="text"/>	<b>MARK HIGHEST DEGREE OBTAINED</b> Institution: _____ No Acad. CERT. (N) <input type="checkbox"/> H.S. OR EQUIV. (H) <input type="checkbox"/> TRADE CERT. (T) <input type="checkbox"/> ASSOC. (A) <input type="checkbox"/> BACH. (B) <input type="checkbox"/> MAST. (M) <input type="checkbox"/> PROF. (P) <input type="checkbox"/> DOCT (O) <input type="checkbox"/> YEAR AWARDED <input type="text"/>
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PRIOR EMPLOYMENT (other than UC or State)

EMPLOYED FROM <input type="text"/> TO <input type="text"/>	EMPLOYER NAME <input type="text"/>
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PRIOR OR CONCURRENT UC/STATE EMPLOYMENT (Include ERDA Labs)

EMPLOYED FROM <input type="text"/> TO <input type="text"/>	UC CAMPUS & DEPARTMENT OR NAME OF STATE AGENCY <input type="text"/>	RETIRE SYS NAME <input type="text"/>
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PERSONAL INFORMATION

SEX MALE (M) <input type="checkbox"/> FEMALE (F) <input type="checkbox"/>	DATE OF BIRTH <input type="text"/>	PROFESSIONAL LICENSE/CERTIFICATE NUMBER (IF APPROPRIATE) <input type="text"/>	EXP. DATE <input type="text"/>
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RELATIVES EMPLOYED AT UC?

INDICATE NAME HERE AND RELATIONSHIP AND DEPARTMENT IN REMARKS	NO <input type="checkbox"/> YES <input type="checkbox"/>
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REMARKS

EMPLOYEE SIGNATURE	PHONE NO.	DATE
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SEE REVERSE SIDE FOR PRIVACY NOTIFICATION AND DISCLOSURE OF INFORMATION

## PRIVACY NOTIFICATION

### STATE

The State of California Information Practices Act of 1977 (effective July 1, 1978) requires the University to provide the following information to individuals who are asked to supply information:

The principal purpose for requesting the information on this form is for payment of earnings, and for miscellaneous payroll and personnel matters, such as, but not limited to withholding of taxes, benefits, administration, and changes in title and pay status. University policy and State and Federal statutes authorize the maintenance of this information.


Furnishing all information requested on this form is mandatory- -failure to provide such information will delay or may even prevent completion of the action for which the form is being filled out. Information furnished on this form may be used by various University departments for payroll and personnel administration, and will be transmitted to the Federal and State governments as required by law.

Individuals have the right to review their own records in accordance with University personnel policy and collective bargaining agreements. Information on applicable policies and agreements can be obtained from campus or Office of the President Staff and Academic Personnel Offices.

The officials responsible for maintaining the information contained on this form are: Office of the President and Campus Academic and Staff Personnel Managers or Campus Accounting Officers.

### DISCLOSURE OF INFORMATION

If you DO NOT want your permanent address released to employee organizations (unions), MARK "X" in the "NO" box. **Failure to complete this area on the form will mean that your permanent address may be released to employee organizations upon request from unions.**

	<b>UNIVERSITY OF CALIFORNIA STATE OATH OF ALLEGIANCE. PATENT POLICY, AND PATENT ACKNOWLEDGMENT</b>	EMPLOYEE'S NAME (Last, First, Middle Initial)		DATE PREPARED Mo/Dy/Yr
	UPAY585 (R 07/2011) E0420 71443-180	EMPLOYEE ID	DEPARTMENT	EMPLOYMENT DATE Mo/Dy/Yr

**STATE OATH OF ALLEGIANCE** I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

**Taken and subscribed before me on:** \_\_\_\_\_ Signature of Officer or Employee: \_\_\_\_\_  
Mo/Dy/Yr

Signature of Authorized Official: \_\_\_\_\_ (Do not sign until in the presence of proper witness.)

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

NOTE: No fee may be charged for administering this oath.

County: \_\_\_\_\_ State: \_\_\_\_\_

The oath must be administered by either (1) a person having general authority by law to administer oaths—for example, Notaries Public, Civil Executive Officers (Gov. Code Sec. 1001), Judicial Officers, Justices of the Peace, and county officials named in Gov. Code Sections 24000, 24057, such as, district attorneys, sheriffs, county clerks, members of boards of supervisors, etc., or (2) by any University Officer or employee who has been authorized in writing by The Regents to administer such oaths.

**WHO MUST SIGN THE OATH:** All persons (other than aliens) employed by the University, in common with all other California public employees, whether with or without compensation, must sign the oath. (Calif. Constitution, Article XX, Section 2, Calif. Gov. Code Sections 3100-3102.)

**WHERE OATHS ARE FILED:** The Oaths of all employees of the University shall be filed with the Campus Accounting Office.

All persons re-employed by the University after a termination of service must sign a new Oath if the date of re-employment is more than one year after the date on which the previous Oath was signed (Calif. Gov. Code Sec. 3102.)

**FAILURE TO SIGN OATH:** No compensation for service performed prior to his subscribing to the Oath or affirmation may be paid to a University employee. And no reimbursement for expenses incurred may be paid prior to his subscribing to the Oath or affirmation. (Calif. Gov. Code Sec. 3107.)

**WHEN OATH MUST BE SIGNED:** The Oath must be signed BEFORE the individual enters upon the duties of employment (Calif. Constitution, Article XX, Section 3: Calif. Gov. Code Sec. 3102.)

**PENALTIES:** "Every person who, while taking and subscribing to the Oath or affirmation required by this chapter, states as true any material which he knows to be false, is guilty of perjury, and is punishable by imprisonment in the state prison not less than one or more than 14 years." (Calif. Gov. Code Sec. 3108.)

**PATENT ACKNOWLEDGMENT**

This acknowledgment is made by me to The Regents of the University of California, a corporation, hereinafter called "University," in part consideration of my employment, and of wages and/or salary to be paid to me during any period of my employment, by University, and/or my utilization of University research facilities and/or my receipt of gift, grant, or contract research funds through the University.

to determine rights and equities therein in accordance with the Policy. I shall promptly furnish University with complete information with respect to each.

By execution of this acknowledgment, I understand that I am not waiving any rights to a percentage of royalty payments received by University, as set forth in the University of California Patent Policy, hereinafter called "Policy."

In the event any such invention shall be deemed by University to be patentable or protectable by an analogous property right, and University desires, pursuant to determination by University as to its rights and equities therein, to seek patent or analogous protection thereon, I shall execute any documents and do all things necessary, at University's expense, to assign to University all rights, title, and interest therein and to assist University in securing patent or analogous protection thereon. The scope of this provision is limited by Calif. Labor Code Sec. 2870, to which notice is given below. In the event I protest the University's determination regarding any rights or interest in an invention, I acknowledge my obligation: (a) to proceed with any University requested assignment or assistance; (b) to give University notice of that protest no later than the execution date of any of the above-described documents or assignment; and (c) to reimburse University for all expenses and costs it encounters in its patent application attempts, if any such protest is subsequently sustained or agreed to.

I also understand and acknowledge that the University has the right to change the Policy from time to time, including the percentage of net royalties paid to inventors, and that the policy in effect at the time an invention is disclosed shall govern the University's disposition of royalties, if any, from that invention.

Further, I acknowledge that the percentage of net royalties paid to inventors is derived only from consideration in the form of money or equity received under: 1) a license or bailment agreement for licensed rights, or 2) an option or letter agreement leading to a license or bailment agreement. I also acknowledge that the percentage of net royalties paid to inventors is not derived from research funds or from any other consideration of any kind received by the University.

I acknowledge that I am bound to do all things necessary to enable University to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by University.

The Policy on Accepting Equity When Licensing University Technology governs the treatment of equity received in consideration for a license.

University may relinquish to me all or a part of its right to any such invention, if, in its judgment, the criteria set forth in the Policy have been met.

I acknowledge my obligation to assign, and do hereby assign, inventions and patents that I conceive or develop within the course and scope of my University employment while employed by University or during the course of my utilization of any University research facilities or through any connection with my use of gift, grant, or contract research funds received through the University. I further acknowledge my obligation to promptly report and fully disclose the conception and/or reduction to practice of potentially patentable inventions to the University authorized licensing office. Such inventions shall be examined by University

I acknowledge that I am bound during any periods of employment by University or for any period during which I conceive or develop any invention during the course of my utilization of any University research facilities, or any gift, grant, or contract research funds received through the University.

In signing this acknowledgment, I understand that the law, of which notification is given below, applies to me, and that I am still required to disclose all my inventions to the University.

**NOTICE:** This acknowledgment does not apply to an invention which qualifies under the provision of Calif. Labor Code Sec. 2870 which provides that (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 any 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. In any suit or action arising under this law, the burden of proof shall be on the individual claiming the benefits of its provisions.

RETENTION: Accounting: 5 years after separation, except in cases of disability, retirement or disciplinary action, in which case retain until age 70.

Employee/Guest Name (Please print): \_\_\_\_\_

Employee/Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Other Copies: 0-5 years after separation

Witness Signature & University Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE SIGN STATE OATH AND PATENT ACKNOWLEDGMENT – ATTACH TO PAF, UPAY560**

# UNIVERSITY OF CALIFORNIA PATENT POLICY—October 1, 1997

## I. PREAMBLE

It is the intent of the President of the University of California, in administering intellectual property rights for the public benefit, to encourage and assist members of the faculty, staff, and others associated with the University in the use of the patent system with respect to their discoveries and inventions in a manner that is equitable to all parties involved.

The University recognizes the need for and desirability of encouraging the broad utilization of the results of University research, not only by scholars but also in practical application for the general public benefit, and acknowledges the importance of the patent system in bringing innovative research findings to practical application.

Within the University, innovative research findings often give rise to patentable inventions as fortuitous by-products, even though the research was conducted for the primary purpose of gaining new knowledge. The following University of California Patent Policy is adopted to encourage the practical application of University research for the broad public benefit; to appraise and determine relative rights and equities of all parties concerned; to facilitate patent applications, licensing, and the equitable distribution of royalties, if any; to assist in obtaining funds for research; to provide for the use of invention-related income for the further support of research and education; and to provide a uniform procedure in patent matters when the University has a right or equity.

## II. STATEMENT OF POLICY

A. An agreement to assign inventions and patents to the University, except those resulting from permissible consulting activities without use of University facilities, shall be mandatory for all employees, for persons not employed by the University but who use University research facilities, and for those who receive gift, grant, or contract funds through the University. Such an agreement may be in the form of an acknowledgment of obligation to assign. Exemptions from such agreements to assign may be authorized in those circumstances when the mission of the University is better served by such action, provided that overriding obligations to other parties are met and such exemptions are not inconsistent with other University policies.

B. Those individuals who have so agreed to assign inventions and patents shall promptly report and fully disclose the conception and/or reduction to practice of potentially patentable inventions to the Office of Technology Transfer or authorized licensing office. They shall execute such declarations, assignments, or other documents as may be necessary in the course of invention evaluation, patent prosecution, or protection of patent or analogous property rights, to assure that title in such inventions shall be held by the University or by such other parties designated by the University as may be appropriate under the circumstances. Such circumstances would include, but not be limited to, those situations when there are overriding patent obligations of the University arising from gifts, grants, contracts, or other agreements with outside organizations.

In the absence of overriding obligations to outside sponsors of research, the University may release patent rights to the inventor in those circumstances when:

1. the University elects not to file a patent application and the inventor is prepared to do so, or
2. the equity of the situation clearly indicates such release should be given, provided in either case that no further research or development to develop that invention will be conducted involving University support or facilities, and provided further that a shop right is granted to the University.

C. Subject to restrictions arising from overriding obligations of the University pursuant to gifts, grants, contracts, or other agreements with outside organizations, the University agrees, following said assignment of inventions and patent rights, to pay annually to the named inventor(s), or to the inventor(s)' heirs, successors, or assigns, 35% of the net royalties and fees per invention received by the University. An additional 15% of net royalties and fees per invention shall be allocated for research-related purposes on the inventor's campus or Laboratory. Net royalties are defined as gross royalties and fees, less the costs of patenting, protecting, and preserving patent and related property rights, maintaining patents, the licensing of patent and related property rights, and such other costs, taxes, or reimbursements as may be necessary or required by law.

Inventor shares paid to University employees pursuant to this paragraph

represent an employee benefit. When there are two or more inventors, each inventor shall share equally in the inventor's share of royalties, unless all inventors previously have agreed in writing to a different distribution of such share.

Distribution of the inventor's share of royalties shall be made annually in November from the amount received during the previous fiscal year ending June 30th, except as provided for in Section II.D. below. In the event of any litigation, actual or imminent, or any other action to protect patent rights, the University may withhold distribution and impound royalties until resolution of the matter.

D. The DOE Laboratories may establish separate royalty distribution formulas, subject to approval by the President. Distribution of the inventor's share of DOE Laboratory royalties shall be made annually in February from the amount received during the previous fiscal year ending September 30th. All other elements of this policy shall continue to apply.

E. Equity received by the University in licensing transactions, whether in the form of stock or any other instrument conveying ownership interest in a corporation, shall be distributed in accordance with the Policy on Accepting Equity When Licensing University Technology.

F. In the disposition of any net income accruing to the University from patents, first consideration shall be given to the support of research.

## III. PATENT RESPONSIBILITIES AND ADMINISTRATION

A. Pursuant to Regents' Standing Order 100.4(mm), the President has responsibility for all matters relating to patents in which the University of California is in any way concerned. This policy is an exercise of that responsibility, and the President may make changes to any part of this policy from time to time, including the percentage of net royalties paid to inventors.

B. The President is advised on such matters by the Technology Transfer Advisory Committee (TTAC), which is chaired by the Senior Vice President—Business and Finance. The membership of TTAC includes the Provost and Senior Vice President—Academic Affairs, the Director of the Office of Technology Transfer, and representatives from the campuses, DOE Laboratories, Academic Senate, the Division of Agriculture and Natural Resources and the Office of the General Counsel. TTAC is responsible for:

1. Reviewing and proposing University policy on intellectual property matters including patents, copyrights, trademarks, and tangible research products;
2. Reviewing the administration of intellectual property operations to ensure consistent application of policy and effective progress toward program objectives; and
3. Advising the President on related matters as requested.

C. The Senior Vice President—Business and Finance is responsible for implementation of this Policy, including the following:

1. Evaluating inventions and discoveries for patentability, as well as scientific merit and practical application, and requesting the filing and prosecution of patent applications.
2. Evaluating the patent or analogous property rights or equities held by the University in an invention, and negotiating agreements with cooperating organizations, if any, with respect to such rights or equities.
3. Negotiating licenses and license option agreements with other parties concerning patent and or analogous property rights held by the University.
4. Directing and arranging for the collection and appropriate distribution of royalties and fees.
5. Assisting University officers in negotiating agreements with cooperating organizations concerning prospective rights to patentable inventions or discoveries made as a result of research carried out under gifts, grants, contracts, or other agreements to be funded in whole or in part by such cooperating organizations, and negotiating with Federal agencies regarding the disposition of patent rights.
6. Approving exceptions from the agreement to assign inventions and patents to the University as required by Section II.A. above.
7. Approving exemptions to University policy on intellectual property matters including patents, copyrights, trademarks, and tangible research products.

**PLEASE SIGN THE STATE OATH and PATENT ACKNOWLEDGEMENT on page 1 and ATTACH TO PAF (UPAY560).**



Participant's name: \_\_\_\_\_  
Please Print

UNIVERSITY OF CALIFORNIA,

**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** In consideration of being permitted to participate in any way in

hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims including the negligence of The Regents of the University of California, its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

\_\_\_\_\_  
Signature of Parent/Guardian of Minor      Date      Signature of Participant      Date

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent** in The Activity. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

\_\_\_\_\_  
Signature of Parent/Guardian of Minor      Date      Signature of Participant      Date