

UMBI VOLUNTEER AGREEMENT (Non-Paid) FORM

(IV-3.30 UMBI Policy Concerning Volunteers Performing Services Without Compensation)

Scientist Student Administrative

I, _____, do hereby understand, acknowledge and agree to the following terms and conditions as a result of my, volunteer effort at _____, a unit of the University of Maryland Biotechnology Institute, (hereinafter collectively referred to as "UMBI"). I understand that I will be participating as an official volunteer during the period of my volunteer effort.

I am here to: _____

The materials I will work with are: _____

I have received notification of the University System of Maryland and UMBI Policies (including, but not limited to, those policies concerning Export Controls, Patents, Copyrights and Classified and Proprietary Work), <http://www.umbi.umd.edu/pandp/index.html> and agree to read and abide by those policies. In addition, no commitments or obligations to other entities prevent me from abiding by the University System of Maryland or UMBI Policies.

I. Intellectual Property Rights

- a) I understand that UMBI may have entered into various agreements for collaborative research under which UMBI may have incurred obligations to third parties with respect to any intellectual property including: inventions, copyrights, computer software, trademarks, and tangible research property (i.e., monoclonal antibodies, cell lines, etc.) developed under said agreements and that under such agreements, UMBI may maintain ownership of intellectual property rights;
- b) UMBI may have developed intellectual property including inventions, copyrights, computer software, trademarks and tangible research property (i.e., monoclonal antibodies, cell lines, etc.) using its own funds and facilities;
- c) I hereby agree to promptly communicate and disclose any and all intellectual property discovered, conceived, developed, and/or invented by me: a) during the term of my work within UMBI facilities; b) using UMBI funds or facilities; or c) which is first reduced to practice in connection with my volunteer effort to UMBI and to assist UMBI in any way necessary in the preparation and prosecution of patents, copyrights or trademarks on any such intellectual property and to assign all rights to such intellectual property promptly to UMBI as and when requested.

II. Publications and Scholarly Work

I hereby agree to provide to UMBI a copy of any and all publications, presentations, etc resulting from or in connection with any volunteer effort no later than thirty (30) days prior to publication and to assign to UMBI any and all copyrights and reproduction rights to any material written or prepared by me in connection with my work, where such assignment is required to fulfill the terms of any agreement related to my volunteer effort.

III. Confidential Information

- a) When there is no confidential information involved, this volunteer agreement is used.
- b) When confidential information is involved, a Confidential Disclosure Agreement (CDA) needs to be attached.
- c) I hereby agree to keep and maintain in confidence all confidential information relating to the research and any information relating to Intellectual Property to which UMBI may have rights and to keep and maintain any confidential information disclosed to me during my volunteer effort at UMBI. This obligation of confidentiality does not apply to any information available from a third party not related to UMBI or information available in the public domain.

IV. Laboratory Records

I agree to maintain accurate and complete laboratory notebooks and/or other written documentation that is appropriate for the purpose of this volunteer effort, as determined by UMBI. I understand that such notebooks and other written documentation are the property of the UMBI. At the close of my volunteer effort, I shall submit the original copy of all laboratory notebooks and any such documentation including any reports and/or any other outstanding items in my possession to the appropriate faculty researcher prior to the last day of my volunteer effort. I understand that I may retain a copy for my files of any notebooks or other written documentation of my volunteer effort.

V. Equipment Use and Safety

I agree to utilize equipment only as necessary and after proper instruction or under direct supervision of the faculty member or designee. If during the course of my volunteer effort to UMBI, I bring my own equipment, materials or supplies, UMBI shall in no way be held responsible for equipment maintenance or damage resulting from my use in the facility. It is understood that it is the responsibility of the UMBI sponsor and/or center to ensure the volunteer has received the appropriate safety training (including environmental health or radiation) if necessary to conduct research in any UMBI facility and I will notify the appropriate faculty member in the event I have not had sufficient training to conduct appropriate laboratory procedures.

VI. Indemnification

I agree to indemnify and hold harmless UMBI, USM and its agents, officers, staff, volunteers, and employees from any injuries sustained by me resulting from my negligence during my volunteer effort at UMBI. This indemnification shall include either my use of equipment or facilities during my volunteer effort. Should I sustain any injury during the course of my volunteer effort at a UMBI facility, I will promptly notify that appropriate UMBI sponsor and/or Center Director (listed below).

VII. Publicity

No advertising or publicity matter having or containing any reference to UMBI or in which the name of UMBI is mentioned shall be made use of by me until written approval has been obtained from UMBI.

VIII. Export Control Regulations

I agree to comply with all applicable export control regulations of the United States of America. I shall be responsible for obtaining all information that is necessary for me to comply with such regulations. I agree to confirm with UMBI if a Material Transfer Agreement is required for any material brought into or removed from UMBI.

Period of Volunteer effort Start Date: _____ End Date: _____

**** Please attach a brief scope of work for your volunteer effort ****

SIGNATURE: _____ Date: _____

NAME (typed): _____

TITLE: _____

Citizenship: US citizen/permanent residence _____ Non-citizen visa Type _____

UMBI SPONSOR: _____ DATE: _____

CENTER DIRECTOR: _____ DATE: _____

UMBI AUTHORIZED OFFICIAL: _____ DATE: _____

Children under 18:

It is the responsibility of the laboratory supervisor to ensure the safety and health of anyone under the age of 18 working in or volunteering in a University laboratory. Prior to allowing anyone under the age of 18 from entering the laboratory, the laboratory supervisor shall have a parent or guardian completes a written consent statement. The department chairman shall also sign off on the consent statement. At no time shall children under the age of 18 be left unattended in the laboratory. A consent statement form can be obtained from the UMBI Office of Human Resources by calling (410) 385-6339.

I have read the above agreement and I am signing on behalf of my minor child.

PARENT/GUARDIAN: (Print Name) _____

PARENT/GUARDIAN Signature and Date _____

Address _____ City, State, Zip Code _____

ORD Process Flow:

1) UMBI Center generates Volunteer Form for any non-paid person coming into UMBI. At this time this form is still draft but is being used for volunteer efforts with a few exceptions. At this time, it is at the discretion of the center to use this form for visits of less than one week, or for adjunct or affiliate faculty visits.

2) Center forwards form to HR. HR will review (eligibility) and forward to ORD for review (scope, IP concerns, & contractual modifications) and is authorized signature. ORD will scan document and communicate approval and electronic approved document to center AD & HR. ORD will add information into TTRAC and maintain original agreement. It will be the centers responsibility to enter the data into the Payroll and Human Resources (PHR) system.