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 agreement 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 also good 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.

Further, by signing below, you acknowledge your rights under FERPA and authorize Harvey Mudd College to include your name in published materials related to your Clinic participation.

Sponsor’s Name: 

Name of Clinic Project: 

Your Signature: _____________________________ Date: ____________

Your Name (Printed): __________________________
Confidentiality of Student Records
Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to education records. Your education records are considered private information and are available only to you, school officials, and people who you designate to receive the information. The only information which is not considered private is “directory information.”

Your FERPA rights include:

- The right to inspect and review your records within 45 days of the day the College receives a request for access.
- The right to request the amendment of your education records if you believe them to be inaccurate.
- The right to consent to disclosures of personally identifiable information contained in your education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.
- The right to file a complaint with the U.S. Department of Education concerning alleged failures by your College to comply with the requirements of FERPA.

The following information may legally be made available to the public unless you restrict its release by written notice to the Registrar’s Office.

- The following information may legally be disclosed by the College: Name, photograph, Harvey Mudd ID number, campus mailing address, major field of study, dates of attendance and classification, degrees and/or awards received, previous academic institutions attended, date of birth, and campus email address.
- Under certain circumstances, home and cell telephone numbers may be released. The CMS Athletic Department may also release information about a student in compliance with normal practices for “team rosters,” including height, weight and hometown.
- Per the Solomon Amendment, the College releases recruiting information to military recruiters. Recruiting information includes directory information that has not been restricted and may include year in school, place of birth and telephone number.

If you wish to restrict this information, you must contact the Registrar’s Office, Platt Hall or registrar@hmc.edu. Any such restrictions are effective until rescinded by the student.