

Memorial Sloan Kettering Cancer Center

Nonemployee Agreement

Agreement entered into as of the _____ day of ______, 20____, by and between Memorial Sloan-Kettering Cancer Center, Memorial Hospital for Cancer and Allied Diseases, and Sloan-Kettering Institute for Cancer Research (hereinafter referred to as "the Center") and

_, an individual residing at ____

In consideration of my association with the Center, I agree with the Center as follows:

1. Disclosure and Assignment of Intellectual Property to Center

I will promptly disclose in writing to the Center all Intellectual Property that I generate alone or jointly with others, during my association with the Center. For the purposes of this agreement, Intellectual Property shall mean: information, discoveries, writings, works, software, industrial designs, research methods, results, and marks, of any kind whatsoever, whether or not they are patentable, copyrightable, protectable as trade secrets, or otherwise subject to intellectual property protection, or any other thing that may be identified as intellectual property or an invention in the Policy referenced in Section 8, and which arises as a result of my research or other work, conducted by me within the scope of my association, or specifically ordered from me, or commissioned to me by the Center, or conducted by me using the Center's facilities, equipment, resources, or Center administered funds.

I hereby assign to the Center or its designee, my entire right, title, and interest in all Intellectual Property. No further act is required to vest such right, title, and interest in the Center. To evidence or document the assignment to the Center of all right, title, and interest in any Intellectual Property and to enable the Center to secure patent or other legal protection thereon in the United States and in foreign countries, during or after my association with the Center, I agree to cooperate with and to take any necessary steps, as directed by the Center, at the Center's expense, to assist the Center in securing such rights. I acknowledge that such cooperation may include: execution of documents, testimony in legal proceedings, or other assistance. I understand the Center is not obligated to exercise its rights under this agreement and reserves the right to abandon pursuit or to discontinue, patent or other legal protection. I have not incurred any obligations to others in conflict with this agreement, and I will not while bound by this agreement, incur obligations that conflict with this agreement. I agree to notify future employers of my obligations under this agreement.

2. Use of the Center's Name

I understand that any use of the Center's name by me must be approved in advance by the Center.

3. Use of the Center's Resources

I will not use the Center's equipment, materials, or other resources for any outside work without prior approval of the Center.

4. Keeping Information Confidential

During or subsequent to my term of association, I will not directly or indirectly, use, confirm, or disclose to anyone, any confidential or proprietary information of the Center, except as required by my association with the Center, or otherwise permitted by the Center.

Agreed to:

Signature _

5. Compliance with Research Policies and Regulations

I agree to conduct my research at the Center in accordance with institutional and federal policies, regulations and guidelines, as each may be amended from time to time, including, but not limited to, the proper recording and preservation of research data, the careful supervision of research trainees and laboratory staff, observation of accepted rules for authorship, and the prompt disclosure of known or suspected research misconduct.

6. Center Property

I will return to the Center upon request or at the end of my association with the Center all property, equipment, materials (including Tangible Property, items resulting from research and/or other work including but not limited to biological materials (e.g., cell lines, clones, tissues), chemical compounds, formulations, extracts, computer software, computer data bases, engineering drawings, and prototype devices and equipment), research data, and works of authorship that I have prepared or that have come into my possession within the scope of my duties at the Center. I also agree to provide, upon request, a final report summarizing the status of my research upon termination of my association with the Center.

7. Duration of Obligations

My obligations under this Agreement shall survive any termination of my association with the Center. If after such termination, the Center requests any services in connection with such obligations, including but not limited to the prosecution and securing of any patent application files as a result thereof, I agree to render such services. The Center agrees to reimburse me for any expense I incur at the Center's request in fulfilling such obligations.

8. Acknowledgements

I hereby acknowledge receipt of a copy of the Agreement. I acknowledge that I have read the Policy on Inventions, Patents, Copyrights, Tangible Property, and Technology Transfer ("Policy"), and I agree to perform my obligations under it, as such Policy may be amended or supplemented from time to time. I also acknowledge that I have read and understood this agreement.

9. Governing Law

Without regard to the applicability of laws of other jurisdictions, this agreement shall be governed by U.S. federal and New York State law, and the enforcement of claims, rights, and obligations arising out of or relating to this agreement, shall be subject to the exclusive jurisdiction and venue of the courts located in New York City.

The Center

By

Eric Cottington, Vice President, Research and Technology Management

Date



Employee Info

Las	t Name:				
Firs	First Name:				
ID (ID (Front of Badge)				
Bac	Badge # (Back of Badge)				
Scru	ub Size				
Job Info					
Dep	partment(Service)				
Occ	cupation				
	manent Employee: Yes No:				
Cor	(Department Phone #, cell or pager) ker Location: Male or Female (6 th FL) Circle Male or Female				
	"R" Building (6 th FL)				
	Male or Female (3 rd FL) (Check one Only)				
Authorized	By				

Print Name
Signature
Date

Memorial Sloan Kettering Cancer Center Linen Department



Memorial Sloan Kettering Cancer Center



Attestation of Seasonal Influenza Vaccine Non-Employee Rotating Housestaff, Medical Students and Observers

Name:	Employee ID:	Date of Birth:
Name		

MSKCC strongly recommends that all healthcare workers and students be vaccinated annually with the flu vaccine to protect themselves and the patients they serve from influenza.

Following NYS regulations and MSK policies all healthcare personnel are required to receive the seasonal influenza vaccine or wear a mask while in patient care areas during the flu season as declared by the NYS Health Commissioner.

I attest that:

- I have received the current seasonal influenza vaccine on ______ (month/year), at ______ (institution).
- o I have not received the flu vaccine due to an allergy or medical contraindication.
- o I have not received the flu vaccine for other reasons.

I acknowledge that during flu season, I am required to complete either of the following:

- Receive a seasonal influenza vaccination
 - MSK provides seasonal influenza vaccine at no cost to all staff through the Employee Health clinics at 222 East 70th street (M-F, 8AM – 6PM) or 1275 York Ave Room MG02 (M-F, 9AM-5PM). The vaccination certificate is provided by email.
- Wear a procedure mask covering my nose and mouth at all times while in patient care areas.

Print Name and Title

Date

Signature

Your Local Contact Information:

Name (PRINT):
Expected Graduation Year:
Address:
Cell Phone:
Email:

In Case of Emergency: Person(s) authorized to give permission for medical treatment.

Name:		
Phone:		
Relationship:		
E-mail:		