



University of California, Merced Personal Data Form

Date: _____

ID # _____
Assigned after Hire

Current or Prior UC Affiliation, Including UCM (Blank if N/A)** Last Day at UCM or Prior UC*** Date of Birth

Last Name (Legal) First Name (Legal) Middle Name (or initial)

Highest Level of Education Completed* Obtained (MM/DD/YY) Social Security Number Email Address

Mailing Address City State Zip Phone

International employees, please provide your VISA status (F1, J1, H1b, etc.)

* Please utilize one of the levels of education below for your entry in "Highest Level of Education Completed" above and provide the date it was ob

** Please complete this field if you are CURRENTLY working at another UC system location or have PREVIOUSLY worked at another UC system loca

*** Please enter the LAST date you previously worked at another UC location or the LAST date you previously worked at UC Merced

- A - Not Indicated H - High School Diploma or Equiv L - Post-Doctorate P - Prof Degree (Term Masters)
- C - HS Graduate or Equivalent I - Master's Level Degree N - No Academic Credentials T - Trade or Craft Certificate
- D - Doctorate K - Doctorate (Professional) O - Unique Nurse Diploma Z - Associate's Degree
- G - Bachelor's Level Degree

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.

PRIVACY NOTIFICATIONS

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 about themselves.

The principal purpose for requesting information on this form, including your Social Security number, is to verify your identity, and/or for benefits administration, and/or for federal and state income tax reporting. 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 transmitted to the federal and state governments when 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 official responsible for maintaining the information contained on this form is the Associate Vice President—University of California Human Resources and Benefits, 1111 Franklin Street, Oakland, CA 94607-5200.

FEDERAL

Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is mandatory. The University's record keeping system was established prior to January 1, 1975 under the authority of The Regents of the University of California under Article 1X, Section 9 of the California Constitution. The principal uses of your Social Security number shall be for state tax and federal income tax (under Internal Revenue Code sections 6011.6051 and 6059) reporting, and/or for benefits administration, and/or to verify your identity.

| | | | | |
|--|--|---|------------|-----------------------------|
|  | UNIVERSITY OF CALIFORNIA STATE OATH OF ALLEGIANCE. PATENT POLICY, AND PATENT ACKNOWLEDGMENT | EMPLOYEE'S NAME (Last, First, Middle Initial) | | DATE PREPARED Mo/Dy/Yr |
| | UPAY585 (R 11/2011) 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 (Do not sign until in the presence of proper witness.)

Signature of Authorized Official: _____
 Title Authorized Representative 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.)

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.)

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.)

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.

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."

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

I acknowledge my obligation to assign, and do hereby assign, inventions and patents that I conceive or develop 1) within the course and scope of my University employment while employed by University, 2) during the course of my utilization of any University research facilities, or 3) 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 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.

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 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.

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 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. Other Copies: 0-5 years after separation | Employee/Guest Name (Please print): _____ |
| | Employee/Guest Signature: _____ Date: _____ |
| | Witness Signature & University Acceptance: _____ Date: _____ |

PLEASE SIGN STATE OATH AND PATENT ACKNOWLEDGMENT

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.

**STATEMENT CONCERNING YOUR EMPLOYMENT IN A
UNIVERSITY POSITION NOT COVERED BY SOCIAL SECURITY**
UCRS 419 (R1/05) University of California Human Resources and Benefits

Send completed form to:
UC HR/Benefits
Records Management
P.O. Box 24570
Oakland CA 94623-1570

| 1. EMPLOYEE AND UNIVERSITY INFORMATION | | |
|---|-----------------|------------------------|
| EMPLOYEE NAME (Last, First, Middle Initial) | EMPLOYEE NUMBER | SOCIAL SECURITY NUMBER |
| CAMPUS/LAB | DEPARTMENT | DATE OF HIRE |

Your earnings from this position are not covered under Social Security. When you retire, or if you become disabled, you may receive a UC defined contribution plan (DC plan) or UC Retirement Plan (UCRP) benefit based on earnings from this position. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your DC plan or UCRP benefit may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

Under the Social Security law, there are two ways your Social Security benefit amount may be affected.

1. Windfall Elimination Provision

Under the Windfall Elimination Provision, your Social Security retirement or disability benefit is figured using a modified formula when you are also entitled to a plan benefit from a job where you did not pay Social Security tax. As a result, you will receive a lower Social Security benefit than if you were not entitled to a plan benefit from this job.

For example, if you are age 62 in 2005, the maximum monthly reduction in your Social Security benefit as a result of this provision is \$313.50. This amount is updated annually. This provision reduces, but does not totally eliminate, your Social Security benefit. For additional information, please refer to the Social Security publication, "Windfall Elimination Provision."

2. Government Pension Offset Provision

Under the Government Pension Offset Provision, any Social Security spouse or widow(er) benefit to which you become entitled will be offset if you also receive a federal, state or local government plan benefit based on work where you did not pay Social Security tax. The offset reduces the amount of your Social Security spouse or widow(er) benefit by two-thirds of the amount of your government plan benefit.

For example, if you receive a monthly government plan benefit of \$600 based on earnings that are not covered under Social Security, two-thirds of that amount, \$400, is used to offset your Social Security spouse or widow(er) benefit. If you are eligible for a \$500 widow(er) benefit, you will receive \$100 per month from Social Security (\$500 - \$400 = \$100).

Even if your government plan benefit is high enough to totally offset your spouse or widow(er) Social Security benefit, you are still eligible for Medicare at age 65. For additional information, please refer to the Social Security publication, "Government Pension Offset."

2. FOR ADDITIONAL INFORMATION

Social Security publications and additional information, including information about exceptions to each provision, are available at www.socialsecurity.gov. You may also call toll free 1-800-772-1213, or, for the deaf or hard of hearing, call the TTY number 1-800-325-0778, or contact your local Social Security office.

3. REQUIRED SIGNATURE

I certify that I have received Form UCRS 419 that contains information about the possible effects of the Windfall Elimination Provision and the Government Pension Offset Provision on my potential future Social Security benefits.

| | |
|-----------------------|------|
| SIGNATURE OF EMPLOYEE | DATE |
|-----------------------|------|

STATEMENT CONCERNING YOUR EMPLOYMENT IN A UNIVERSITY POSITION NOT COVERED BY SOCIAL SECURITY

UCRS 419 (R1/05) University of California Human Resources and Benefits

Use this form to comply with the Social Security Protection Act of 2004, Section 419(c) of Public Law 108-203, which requires employers to provide a written notice to any individual being employed in a position that is not covered by Social Security on or after January 1, 2005. This form explains how not being subject to Social Security may affect future Social Security benefits to which these individuals may become entitled. **This form must be signed by the employee no later than the first day of work, as explained further below.**

WHERE TO OBTAIN THIS FORM

Hiring authorities/those responsible for processing new hires may download the form online from the "Forms and Publications" section of the UC At Your Service website (<http://atyourservice.ucop.edu>).

WHO MUST SIGN THE FORM

Ensure that all new hires in the following categories complete and sign the form:

- **Safety personnel covered by the UC Retirement Plan for Safety Members (police and fire fighters)**
- **Other UC Retirement Plan Members who are exempt from paying Social Security**
 - Nonresident aliens living and working outside the U.S.
 - Nonresident aliens exempt from Social Security because of an F-1 or J-1 visa status
 - Nonresident aliens whose wages are subject to taxes or contributions under the social security system of a foreign country with which the U.S. has a totalization agreement
- **All Defined Contribution Plan Safe Harbor Employees**
 - Part-time, seasonal, and temporary employees who are not covered by Social Security
 - Non-exempt UC student employees who do not satisfy certain course load requirements
 - Resident aliens with F-1 and J-1 visa status
- **Employees who do not contribute to a retirement system who are not covered by Social Security**
 - Exempt UC student employees who do satisfy certain course load requirements
 - Nonresident aliens living and working outside the U.S.
 - Nonresident aliens exempt from Social Security because of an F-1 or J-1 visa status
 - Nonresident aliens whose wages are subject to taxes or contributions under the social security system of a foreign country with which the U.S. has a totalization agreement

FORM COMPLETION DEADLINE

Employees in the above categories must receive, sign, and return the form to the departmental representative or hiring authority before beginning work, and no later than the beginning of the first day of work.

Note: An employee must complete the form **each time** he or she is newly hired or rehired in a new appointment in one of the above categories. Thus, a part-time student employee who leaves a job during summer break but is rehired into that or another job in one of the above categories in the fall must sign another form in the fall, etc.

COMPLETING THE FORM

Ensure that all entries in item #1, "Employee & University Information," are completed, and that the employee has signed and dated the form.

DISTRIBUTION OF SIGNED FORM

REQUIRED: Within 30 days after the form is signed, send signed form to:

UC HR/Benefits
Records Management
P.O. Box 24570
Oakland, CA 94623-1570

RECOMMENDED: Give a photocopy of the form to the employee.

OPTIONAL: Retain a photocopy of the form in the employee's personnel file.

STATEMENT ACKNOWLEDGING REQUIREMENT TO REPORT CHILD ABUSE

Employee Name: _____ Job Title: _____
Campus: _____

California law *requires* certain people to report known or suspected child abuse or neglect. You have been identified as a person who may be a “mandated reporter.” The complete statute can be found online at <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pen&group=11001-12000&file=11164-11174.3>.

WHEN REPORTING ABUSE IS REQUIRED

Any person who reasonably believes he or she has observed murder, rape, or lewd or lascivious acts where the victim is age 14 or younger must promptly notify law enforcement authorities. In addition, a mandated reporter, who in his or her professional capacity, or within the scope of his or her employment, has knowledge of or observes a person under the age of 18 years (even an enrolled or registered student) whom he or she knows or reasonably suspects has been the victim of child abuse or neglect must report the suspected incident. The reporter must contact a designated agency immediately or as soon as practically possible by telephone, and must prepare and send a written report within 36 hours of receiving the information concerning the incident. [CANRA § 11165.6]

ABUSE THAT MUST BE REPORTED

- *Physical injury* inflicted by other than accidental means. [CANRA § 11165.6]
- *Sexual abuse* meaning sexual assault or sexual exploitation of a child. [CANRA § 11165.1]
- *Sexual exploitation*, meaning depicting a child in, or knowingly developing, duplicating, printing, downloading, streaming, accessing through any electronic or digital media, or exchanging, a film, photograph, videotape, video recording, negative, or slide in which a child is engaged in an act of obscene sexual conduct. [CANRA § 11165.1]
- *Neglect* meaning the negligent treatment, lack of treatment, or the maltreatment of a child by a person responsible for the child’s welfare under circumstances indicating harm or threatened harm to the child’s health or welfare. [CANRA § 11165.3]
- *Willful harming or injuring or endangering a child* meaning a situation in which any person inflicts, or willfully causes or permits a child to suffer unjustifiable physical pain or mental suffering, or causes or permits a child to be placed in a situation in which the child or child’s health is endangered. [CANRA § 11165.3]
- *Unlawful corporal punishment or injury* willfully inflicted on a child and resulting in a traumatic condition. [CANRA § 11165.4]

WHERE TO CALL IN AND SEND THE WRITTEN ABUSE REPORT

Reports of suspected child abuse or neglect must be made to any police department or sheriff’s department (not including a school district police or security department), county probation department (if designated by the county to receive mandated reports), or county welfare department. [CANRA § 11165.9] Campus Police accept reports. The written report must include the information described in CANRA § 11167(a) and may be submitted on form SS 8572, available online at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf. In addition, an internal report must be made to your supervisor or to the University Compliance Hotline. This internal report may be made anonymously.

IMMUNITY AND CONFIDENTIALITY OF REPORTER AND OF ABUSE REPORTS

Mandated reporters have immunity from criminal or civil liability for reporting as required or authorized by law. [CANRA § 11172(a)] The identity of a mandated reporter is confidential and disclosed only among agencies receiving or investigating reports, and other designated agencies. [PC § 11167(d)(1)] Reports are confidential and may be redisclosed only to specified persons and agencies. Any violation of confidentiality provided by CANRA is a misdemeanor punishable by imprisonment, fine, or both. [PC § 11167.5(a)-(b)]

PENALTY FOR FAILURE TO REPORT ABUSE

A mandated reporter who fails to make a required report is guilty of a misdemeanor punishable by up to six months in jail, a fine of \$1000, or both. [CANRA § 11166(b)]

COPY OF THE LAW

My employer, the University of California, has provided me with a copy of CANRA sections 11165.7, 11166, and 11167. [CANRA § 11166.5(a)]

ACKNOWLEDGEMENT OF RESPONSIBILITY I have knowledge of my responsibility to report known or suspected child abuse or neglect in compliance with CANRA § 11166.

Signature

Date

TO: Academic Appointees

Due to the duties included in the scope of your employment the University has identified you as a **Mandated Reporter** under the California Child Abuse and Neglect Reporting Act (“CANRA”). This document is intended to provide basic information to those identified as Mandated Reporters. The full policy may be found at <http://policy.ucop.edu/doc/4000603/CANRA>.

CANRA requires employers to identify Mandated Reporters and to secure, as a condition of employment, acknowledgement of their status and reporting obligations. A Statement Acknowledging Requirement to Report Child Abuse form is attached for your signature. Once signed the form should be returned to the Academic Personnel Office, KL 323.

Summary of Mandated Reporter Reporting Obligations

UC employees, officials and volunteers identified as **Mandated Reporters** are required by law to report known or suspected child abuse or neglect. Child abuse and neglect includes sexual abuse, assault, exploitation, endangerment and unlawful corporeal punishment or injury.

Mandated Reporters must make the following 3 reports:

1. An **immediate oral report**, by telephone, to a welfare agency (such as Child Protective Services) **or** local law enforcement (such as the UC Merced Police Department, the City of Merced Police, or the County Sheriff’s Office).
2. A **written report** to the welfare or law enforcement agency as soon as practicable, but **within 36 hours**.
3. Your **supervisor or the UC Compliance Hotline within 24 hours**.

An internal report is not a substitute for the mandated oral and written reports required under law. Mandated Reporters must make these external reports and are subject to criminal penalties for failure to make a required report.

1. Oral Report - Important phone numbers

Immediate oral report to one of the following:

UC Merced Police 209-228-8273

Merced County Sherriff’s Office 209-385-7444

City of Merced Police 209-385-6913

Merced County Child Protective Services 209-385-7561

Merced County Child Protective Services 209-385-7561

A list of statewide Child Protective Services can be found at: <http://www.cdss.ca.gov/cdssweb/PG20.htm>

2. Written report (within 36 hours)

The written report and instruction can be found at:

<http://oag.ca.gov/childabuse/forms> - Suspected Child Abuse Report Form

3. Report to Supervisor or UC Compliance and Hotline (within 24 hours)

<https://secure.ethicspoint.com/domain/media/en/gui/23531/index.html>
