California Institute of Technology Patent and Copyright Agreement

The California Institute of Technology, a California corporation hereinafter referred to as the Institute, has certain responsibilities to see that inventions made and copyrightable materials (including software) developed at the Institute be used for the public benefit, be administered in such a way as to avoid cause for criticism of the Institute, and meet the Institute's contractual obligations to others. In view of the patent and copyright policies of the Institute in force at this date and as may from time to time be amended, and as consideration for my use of and access to Institute resources, facilities and equipment, I hereby agree as follows:

I will notify the Institute promptly of all inventions or copyrightable materials that I have developed in the course of my duties at or for the Institute, including the Jet Propulsion Laboratory (JPL), or with any use of facilities owned or managed by the Institute. I agree to assign, and hereby do assign, to the Institute all such inventions and copyrightable material, and all copyrightable materials, inventions, copyrights, patent applications and patents relating thereto; and to execute all papers required to apply for, obtain, maintain, issue and enforce such copyright registrations, patents and applications therefor; and to provide reasonable assistance regarding such copyrights, patents and patent applications, including testifying in any interference proceeding or litigation relating thereto. Expenses for the copyrights and patent applications, and for the assistance set forth in the preceding sentence, shall be borne entirely by the Institute.

I agree to notify the Institute of any funding from an agency of the United States Government that may have supported an invention. This is to ensure the compliance of the Institute with the provisions of the Federal Bayh-Dole Act and implementing regulations.

I understand that if the Institute receives funds from the licensing of copyrightable materials or patents assigned to it by me pursuant to this agreement, in excess of unreimbursed expenses associated with obtaining, maintaining and enforcing such copyrights and patents, I shall share in these funds according to the established Institute policy, procedures and practice in effect on the date that the patent application is filed or the copyrightable materials are completed.

I also understand that if I am an employee of the Institute, this agreement does not apply to any invention developed entirely on my own time unrelated to my duties at the Institute and not using Institute equipment, supplies, facilities or trade secret information, *i.e.*, that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

> *Section 2870. Employment agreements; assignment of rights*
> (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 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.*

This agreement supersedes and replaces any patent and copyright agreement (or other similar agreement concerning the subject matter of this agreement) with the Institute heretofore executed by the undersigned.

Signature _____   Date _____

Print Name _____   Revised 3-1-2012