

ACKNOWLEDGMENT REGARDING PATENTS, COPYRIGHTS AND TECHNICAL DATA

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.

By executing 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 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 funds received from any Government agency or any form of technology transfer, other than license agreements, under Article 7.0, Clause 7.1 of Contract W-7405-ENG-36 with the U.S. Government, or from any other consideration of any kind received by the University for research, development, and demonstration activities at Los Alamos National Laboratory. The University of California 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 inventions and patents that I conceive or develop while employed by University or during the course of my utilization of any University research facilities or my use of funds of any kind 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 Civilian and Industrial Technologies Program Office or authorized licensing office. Such inventions will be examined by University to determine rights and equities therein in accordance with the patent policies of the University and the U.S. Government, as represented by the U.S. Department of Energy (DOE). I shall promptly furnish University with complete information with respect to any such inventions.

In the event 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 and/or the DOE all rights, title, and interest therein in the U.S. and throughout the world, and to assist University in securing patent or analogous protection thereon. The scope of this provision is limited by California Labor Code section 2870, attached. 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 understand and acknowledge that the scope of my employment includes the production of copyrightable materials that are related by my field of work and that I produce in the course of my employment, specifically including, but not limited to, reports, computer software, films and videotapes; that the University is the owner of the copyright in such materials, and that the Government is granted a royalty-free, non-exclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all such materials and to authorize others to do the same.

I further acknowledge that, if the University desires, pursuant to a determination by the University as to the rights and equities of the University and the Government in the copyright in copyrighted materials, I will execute any document and do all things necessary, at the University's expense, to assign to the University and/or the DOE all of my copyright rights, title, and interest therein, assist the University in perfecting copyright perfection therein, and execute all documents required to perfect license rights in the Government if the assignment is to the University.

The foregoing paragraph notwithstanding, I understand that under University policy I may retain the copyright in books, professional papers and other scholarly written works that I may produce in the course of my employment; provided that I agree to grant to the Government a royalty-free, non-exclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all such material, and to authorize others to do the same; and further provided that I will share any royalties that may be derived from such materials owned by me with the University and/or the Government according to the policies, rules, and regulations of the University and the Government in effect at the time I produce such materials.

I acknowledge that I am bound to do all things necessary to enable University to perform its obligations under the Contract and to commercial sponsors under technology transfer agreements pursuant to Article 7.0, Clause 7.1 of the Contract, as said obligations have been undertaken by University.

I understand that the University may relinquish to me all or a part of its right to any invention or copyrighted material, if, in its judgment, it deems it desirable to do so.

In signing this agreement I understand that California Labor Code section 2870, attached, applies to me under University policy and that

I acknowledge that I am bound hereunder for and during any periods of employment by the University.

Name (please print)	Signature	Date
---------------------	-----------	------

EXCERPTS FROM CONTRACT W-7405-ENG-36, MOD. NO. M440

Article 7.0, Clause 7.7 - Patent Rights

(c)(1) The Contractor will disclose each Subject Invention to the Patent Counsel within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. . . . The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Patent Counsel, the Contractor will promptly notify the Patent Counsel of (i) the acceptance of any manuscript for publication which describes the invention or (ii) any on sale or public use planned by the Contractor.

(f)(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each Subject Invention made under this contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above and to execute all papers necessary to file patent applications on Subject Inventions and to establish the Government's rights in the Subject Inventions.....The Contractor shall establish and maintain active and effective procedures to ensure that Subject Inventions are promptly identified and timely disclosed. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to United States or foreign statutory bars.

(m) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of or under this contract.

Article 7.0, Clause 7.2 - Rights in Data

(b)(1) Except as may be otherwise expressly provided or directed in writing by the DOE Patent Counsel, the Government shall have:
(i) Ownership of all Technical Data and Computer Software first produced in the performance of this contract.
(iii) The right to have all Technical Data and Computer Software first produced or specifically used in the performance of this contract delivered to the Government otherwise disposed of by the Contractor.

(d) Copyrighted works (scientific and technical articles). The Contractor shall have the right to assert, without prior approval of the Contracting Officer, copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract, and technical articles based on or containing data first produced in the performance of this contract, and published in academic, technical or professional journals, symposia proceedings, or similar works. When assertion of copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. §§401 or 402 and acknowledgment of Government sponsorship (including contract number) on the data when such data is delivered to the Government as well as when the data is published or deposited for registration as a published work in the United States Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the government.

(e)(1) The Contractor may obtain permission to assert copyright subsisting in Technical Data and Computer Software first produced by the Contractor in performance of this contract, where the Contractor can show that commercialization would be enhanced by such Copyright protection....