

INTELLECTUAL PROPERTY ACKNOWLEDGMENT

This acknowledgment (hereinafter "Acknowledgment") is made by me to The Regents of the University of California, a corporation (hereinafter called "University"), in part consideration of my employment at Lawrence Berkeley National Laboratory (hereinafter "LBNL"), operated by the University on behalf of the United States Department of Energy (hereinafter "DOE"), of wages and/or salary to be paid to me during any period of my employment by University, and/or my utilization of University or DOE research facilities and/or my receipt of gift, grant, or contract research funds through the University. This acknowledgement pertains to my obligation to assign to or otherwise vest ownership in the University all rights, title and interest in inventions or discoveries, software or other copyrightable works, technical data, or other intellectual properties (hereinafter "Intellectual Property") arising in the course of my employment by the University, and/or my utilization of University or DOE research facilities and/or my receipt of gift, grant, or contract research funds through the University, pursuant to the regulations and policies of the University and the terms and conditions of the Management and Operating Contract DE-AC02-05CH11231 between DOE and the University (hereinafter "M&O Contract").

I acknowledge my obligation to assign and I do hereby assign to the University all rights, title and interest I have or may acquire in and to any Intellectual Property that I conceive, develop, reduce to practice, create or produce, either alone or in conjunction with others, while employed by University or during the course of my utilization of any University or DOE research facilities or in connection with my use of any gift, grant, or contract research funds received through the University. I further acknowledge my obligation to promptly report and fully disclose in writing all Intellectual Property I conceive or reduce to practice, either alone or in conjunction with others, to the LBNL patent counsel or other personnel responsible for Intellectual Property matters. Such Intellectual Property shall be examined by University to determine rights and equities therein.

In the event any such Intellectual Property 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 confirmatory assignments or any other documents and do all things necessary, as may be requested by the University and at University's expense, for the purpose of confirming the University's rights, title and interest in such Intellectual Property. In the event I protest the University's determination regarding any rights or interest in such Intellectual Property, 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 further acknowledge that, pursuant to the University copyright policy, the scope of my employment includes the production of copyrightable works that are related to my field of work and that I produce in the course of my employment, specifically including, but not limited to, reports, computer software, technical drawings and audiovisual works; that the University, as my

employer, is the owner of the copyright in such works as works for hire; and that the Government is granted a royalty free, non-exclusive, paid-up, irrevocable, world-wide license to such works pursuant to the M&O Contract. In the case where such copyrightable works are scientific and technical articles, I will provide notice of the Government's rights as required by the M&O Contract.

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 or the University of California Policy on Copyright Ownership, hereinafter both referred to collectively as the "Policies."

I also understand and acknowledge that the University has the right to change the Policies from time to time, including the percentage of net royalties paid to Intellectual Property creators, and that the policy in effect at the time a given Intellectual Property is disclosed shall govern the University's disposition of royalties, if any, from such Intellectual Property. Further, I acknowledge that the percentage of net royalties paid to Intellectual Property creators is derived only from consideration in the form of money or equity received under: 1) a license or bailment agreement, or 2) an option or letter agreement executed in anticipation of a license or bailment agreement; and that the percentage of net royalties paid to Intellectual Property creators shall not be derived from any other funds 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 further acknowledge that I am bound to do all things necessary to enable University to perform its obligations to DOE under the terms of the M&O Contract and to other grantors of funds for research or contracting agencies as said obligations have been undertaken by University, including my duty to secure LBNL patent counsel approval or the personnel responsible for Intellectual Property matters prior to the first public disclosure of an invention and to secure approval from the LBNL conflicts coordinator before engaging in any compensated outside professional activity.

I acknowledge that I am bound during any period of employment by University or during any period in which I conceive or develop any Intellectual Property in the course of my utilization of any University or DOE research facilities, or any gift, grant, or contract research funds received through the University.

In signing this Acknowledgment I understand that the statute regarding assignment of inventions, of which notification is given below, applies to me; however, I am nevertheless required to disclose all my inventions to the University.

NOTICE

This acknowledgment does not apply to an invention which qualifies under the provision of Labor Code section 2870 of the State of California 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 party claiming the benefits of its provisions.

Employee (Please print) _____

Employee Signature: _____

Date : _____

Witness Signature: _____

Date: _____

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