

Inventions and Proprietary Information Agreement

The Keck Graduate Institute of Applied Life Sciences, a California corporation hereinafter referred to as the Institute, has certain responsibilities with respect to inventions made and copyrightable materials (including software).

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 Institute facilities and equipment, I hereby agree as follows:

I will notify the Institute promptly of all inventions or copyrightable materials that are developed in the course of my duties at the Institute, or with the significant use of Institute funds or facilities.

“Inventions” shall include unpatented materials (including biological and chemical materials) as covered in the applicable policies contained in the Faculty, Staff or Student Handbook. At the request of the Institute, I agree to assign to the Institute or its nominee and hereby do assign any such Invention or copyrightable material, and all copyright, proprietary information and patent rights in the United States and foreign countries and I agree that the Institute will have ownership of all such inventions and copyrightable material unless specifically otherwise agreed by the Institute. I further agree to supply to the Institute all pertinent facts and other information relating to such copyrightable material, Inventions, patent applications and patents relating thereto; 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 applications including testifying in any interference proceeding or litigation relating thereto. Expenses for the applications set forth in the preceding sentence shall be allocated in accordance with the applicable Faculty, Staff or Student Handbook policies on the date that the invention is disclosed or the copyrightable materials are completed.

Notwithstanding any of the foregoing, I understand that I will be under no obligation to assign to the Institute the copyright in any academic paper or publication I author during the course of my normal academic responsibilities at the Institute, unless such authorship at the Institute results from projects specifically funded in whole or in part by the Institute or by a sponsor of the Institute. I agree to comply with all Institute policies governing copyrights as set forth in the applicable Faculty, Staff or Student Handbook.

I am aware that I may also be asked to participate in proprietary research sponsored by a third- party, such as the Institute’s “Team Masters Project.” In such instances, I agree to abide by the Institute’s confidentiality and proprietary information agreements that are in effect at the relevant time with the Institute’s sponsors and/or partners and to execute such agreements if required to do so under the terms of the relationship.

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 in excess of unreimbursed expenses associated with obtaining and maintaining the copyrights, proprietary information and patents assigned to it by me pursuant to this agreement, I may receive a share in these funds according to the established and announced policy in force and applicable to me on the date that the patent application is filed, the unpatented material is disclosed or the copyrightable materials are completed. I acknowledge that such a share does not apply to cases where KGI assigns some or all rights to these materials to an external sponsor without further payment, as with the Team Masters Project and some forms of sponsored research.

I also understand that this agreement does not apply to any invention that qualifies fully under the provisions of section 2870, Chapter 2 of Division 3 of the Labor Code of the State of California, which states as follows:

"Sec. 2870.

- (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 is 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."

Employee's Name (Print)

Employee's Signature

Date