

## **AFFILIATE 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 utilization of research facilities and/or receipt of any gift, grant, or contract research funds through the University as an affiliate or guest (hereinafter “Affiliate”), at University-managed facilities including the Lawrence Berkeley National Laboratory (hereinafter “LBNL”), operated by the University on behalf of the United States Department of Energy (hereinafter “DOE”) under the terms and conditions of Management and Operating Contract DE-AC02-05CH11231 between DOE and the University (hereinafter “M&O Contract”), and pursuant to the regulations and policies of the University. This Acknowledgment 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 from my utilization of University or University-managed DOE research facilities and/or my receipt of gift, grant, or contract research funds through the University.

**The University acknowledges that:**

- (1) for an Affiliate who is under a Strategic Partnership Project Agreement, User Agreement, Cooperative Research and Development Agreement, Subcontract, Bilateral DOE Laboratory Utilization Agreement, or other authorized agreement between University and the Affiliate or Affiliate’s current employer, company, or institution (hereinafter “Agreement”), and to the extent the Affiliate’s activities fall within the scope of such Agreement, the provisions of such Agreement take precedence over this Acknowledgment in the case of conflict;**
- (2) to the extent the Affiliate engages in activities outside of the scope of such Agreement, the provisions of this Acknowledgment shall apply to such outside activities; and**
- (3) the University shall not claim ownership of any rights to Intellectual Property arising under an Agreement expressly granting such rights to a party other than the University except to the extent authorized by such Agreement.**

Subject to the foregoing, and in further consideration of University’s invitation and consent to my status as an Affiliate, 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, during the course of my activities at LBNL or other University-managed facilities, pursuant to the regulations and policies of the University, and the terms of the M&O Contract. I further acknowledge my obligation to promptly report and fully disclose in writing all such Intellectual Property to 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 accordance with the M&O Contract, and the University of California Patent Policy or the University of California Policy on Copyright Ownership, hereinafter called "Policies".

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 document 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 right, 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 acknowledge that all copyrightable works that I generate in the course of my appointment as an Affiliate are considered works made under the M&O contract, including but not limited to, reports, computer software, technical drawings, and audiovisual works, and the University is the owner of all rights, title, and interest including but not limited to copyright and copyright rights of such works; and the Government is granted a royalty free, non-exclusive, paid-up, irrevocable, world-wide license to such works pursuant to the M&O Contract. I will provide notice of the Government's rights, as required by the M&O Contract, in any scientific or technical article submitted for publication. I understand that application of the Policies to copyrightable works may differ at other University-managed facilities, as not all copyrightable works may be institutional works.

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 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 such royalties 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. I also acknowledge 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 approval from LBNL patent counsel or from the personnel responsible for Intellectual Property matters prior to the first public disclosure of an invention.

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.

**Affiliate Name** (Please print) \_\_\_\_\_

**Affiliate Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_

v2.3 updated 06 December 2018

<p><b>Note: Employees do not use this form – use the Intellectual Property Acknowledgment updated on or after 28 Sep 2010 for employees</b></p>
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