

Patent and Copyright Agreement

(RFP Attachment B-4)

This is an agreement under JPL Subcontract No. _____, which is a subcontract under a Prime Contract between the California Institute of Technology (Caltech) and the National Aeronautics and Space Administration (NASA).

JPL Subcontractor: _____

Subcontract No.: _____

Subcontract For: _____

EFFECTIVE DATE OF THIS AGREEMENT: _____

1. I agree to:

- 1.1 Disclose promptly and fully to the California Institute of Technology, hereinafter referred to as the Institute, or any individual, corporation, or Governmental agency which the Institute may specify, all inventions, discoveries, innovations, improvements, and other matters, whether or not patentable, that I solely, or jointly with others, conceive or actually reduce to practice in the performance of work pursuant to the above-identified Subcontract.
- 1.2 With regard to work on the project(s) described above, assign ownership to all patents to the Subcontractor employer and execute all documents, including assignments of all patent and patent-related rights I may have in matters disclosed pursuant to subparagraph (1), above, and supply all additional information which the Institute, or its designee, requests and deems necessary or desirable in order to obtain patents in the United States and foreign countries, or to perform its patent obligations to others.

[insert name of Subcontractor employer] AND THE INSTITUTE AND I AGREE THAT ALL LEGAL RIGHTS, INCLUDING ALL PATENTS, IN AND TO THE SUBCONTRACT WORK DESCRIBED ABOVE SHALL BELONG TO THE INSTITUTE. I THERE-FORE FURTHER AGREE TO ASSIGN TO MY SUBCONTRACTOR EMPLOYER FOR REASSIGNMENT TO THE INSTITUTE ANY AND ALL RIGHT, TITLE AND INTEREST I MAY HAVE IN ALL INVENTIONS, DISCOVERIES, INNOVATIONS, IMPROVEMENTS, WHETHER OR NOT PATENTABLE, THAT I SOLELY, OR JOINTLY WITH OTHERS, CONCEIVE OR ACTUALLY REDUCE TO PRACTICE IN THE PERFORMANCE OF WORK PURSUANT TO THE ABOVE-IDENTIFIED SUBCONTRACT.

- 1.3 Refrain from disclosing, prior to notice to the Institute and compliance with policies and procedures of the Institute relating to publications, copyrights, and the release of information to the public, any information relating to the

performance or the results of work performed pursuant to the above-identified Subcontract to any person other than my associates in the performance of such work, my employer, the Contracting Officer for the NASA Prime Contract or authorized representative, or employees or designees of the Institute; and I further understand and agree that nothing contained in this Patent and Copyright Agreement shall affect my obligation to adhere to the applicable requirements of the Espionage Act, United States Code, Title 18, or other laws and regulations bearing on the security of information relating to work pursuant to the above-identified Subcontract.

2. I further understand that if the Institute receives revenue from patents or inventions assigned to it by me pursuant to this Agreement in excess of administrative costs, I shall share in such net revenue according to the established and announced patent policy as in effect on the date of the above-identified Subcontract.
3. In my performance of services pursuant to the above-identified Subcontract, I understand that the Institute shall have no liability to me whatsoever, except as provided herein or arising pursuant to the above-identified Subcontract.
4. I certify that I am not, nor will I voluntarily become, a party to a contract, regulation, or other obligation which will conflict with or otherwise interfere with fulfillment of the obligations I assume under this Patent and Copyright Agreement.

Certification

Subcontractor

Employee Signature: _____ Date: _____

Type/Print Name: _____

DISTRIBUTION: Original - Contract One Copy - JPL OGC