

PATENT AND COPYRIGHT AGREEMENT

[CT, FP – R&D, LH/T&M – 09/04]

- (a) The Subcontractor agrees to:
- (1) Require as a prerequisite to the performance of any support Subcontract work by any employee of the Subcontractor that each of them execute the equivalent of a "Patent and Copyright Agreement" assignment (attached form JPL 1929), except those in clerical categories; and
 - (2) Notify JPL without delay and prior to the performance of any work, of the refusal of any employee of the Subcontractor, designated to perform work pursuant to this Subcontract, to execute the "Patent and Copyright Agreement," form JPL 1929 or its equivalent.
- (b) The Subcontractor hereby waives and releases, relinquishes and assigns to JPL all legal rights, including copyrights, title and interest to which it might otherwise be entitled by Subcontract or under any applicable laws, in any copyright, reportable invention, discovery, innovation, improvement, or other matter whether or not patentable, that an employee of the Subcontractor solely, or jointly with others, conceives or actually reduces to practice in the performance of work pursuant to the above-identified Subcontract. The Subcontractor agrees to require its employees who work on the Subcontract to disclose promptly and fully to the California Institute of Technology, hereinafter referred to as the Institute, or to any individual, corporation, or Governmental agency which the Institute may specify, all inventions, discoveries, innovations, improvements, and other matters, whether or not patentable, that each solely, or jointly with others, conceives or actually reduces to practice in the performance of work pursuant to the Subcontract. If requested, the Subcontractor will provide JPL with any such executed "Patent and Copyright Agreement" forms.