

PATENT AND COPYRIGHT AGREEMENT

- (a) The Contractor agrees to:
- (1) Require as a prerequisite to the performance of any support contract work by any employee of the Contractor 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 Contractor, designated to perform work pursuant to this Contract, to execute the "Patent and Copyright Agreement," form JPL 1929 or its equivalent.
- (b) The Contractor 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 contract 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 Contractor solely, or jointly with others, conceives or actually reduces to practice in the performance of work pursuant to the above-identified Contract. The Contractor agrees to require its employees who work on the Contract 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 Contract. If requested, the Contractor will provide JPL with any such executed "Patent and Copyright Agreement" forms.