

## STUDENT PATENT AND COMPUTER SOFTWARE AGREEMENT

The California Institute of Technology has the responsibility to see that inventions made and computer software developed at the Institute be used for the public benefit, be administered in such a way as to avoid cause for criticism of the Institute, and meet the Institute's contractual obligations to others.

Students at Caltech have many opportunities to work in laboratories, in shops, or with computers, sometimes on individual projects and sometimes as part of a group activity. It is not unusual under these circumstances for inventions to be made, or computer software to be written, and it is important that the student's rights in patents on such inventions and computer software be protected. The Institute's policy is to reserve to itself rights in inventions and computer software generated by faculty and staff members with the use of Institute facilities or in the normal course of their Institute duties. The student's position is different, however, and students retain all rights except in inventions or computer software generated under circumstances such that rights clearly belong to the Institute or to the sponsor of the research. In order to clarify this situation and to protect the rights of both the student and the Institute, each entering student is asked to sign the following agreement.

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:

1. The Institute agrees that I shall retain all rights in inventions and computer software generated by me at the Institute except when such inventions are first conceived or actually reduced to practice, or such computer software is written:
  - A. in the course of the performance of work as a paid employee of the Institute;
  - B. in the course of independent student research financed by or otherwise obligated to an outside grant to or contract with the Institute, or financed by a grant from the Institute;
  - C. during work in the research program of an academic staff member; or
  - D. in connection with in the educational program of the Institute (e.g., course work, homework, theses), in which case the Institute shall obtain an irrevocable royalty-free nonexclusive license, with the right to grant sublicenses, for any purpose whatsoever.
2. I agree to notify the Institute promptly of any discovery, innovation or invention that is first conceived or first actually reduced to practice, or computer software written, under the conditions of paragraphs 1A through 1D above.
3. I agree to assign, and hereby do assign, to the Institute all such inventions and computer software made or written under the conditions of paragraphs 1A through 1D above, and all inventions, copyrights, patent applications and patents relating thereto; and to execute all papers required to apply for, obtain, maintain, issue and enforce such copyright registrations, patents and applications; and to provide reasonable assistance regarding such copyrights, patents and patent applications, including testifying in any interference proceeding or litigation relating thereto. Expenses for the copyrights and patent applications, and for the assistance set forth in the preceding sentence, shall be borne entirely by the Institute.
4. I understand that if the Institute receives funds from the licensing of computer software or patents assigned to it by me pursuant to this agreement, in excess of unreimbursed expenses associated with obtaining and maintaining such copyrights and patents, I shall share in these funds according to the established Institute policy, procedures and practice in effect on the date that the patent application is filed or the computer software is completed; in the same manner as a member of the academic staff.
5. I understand that the Institute relies on the foregoing agreement when it enters into contracts with others and obligates itself with respect to inventions or computer software made or written in the course of research conducted at the Institute.
6. 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:

*Section 2870. Employment agreements; assignment of rights*

*(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) Related 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 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.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

For the Institute:

\_\_\_\_\_

Registrar

Date \_\_\_\_\_