INTELLECTUAL PROPERTY ACKNOWLEDGMENT

This acknowledgment is made by me to The Regents of the University of California, a corporation, hereinafter called "University," in part consideration of my employment, at Lawrence Berkeley National Laboratory (hereinafter LBNL), operated by the University on behalf of the United States Department of Energy (hereinafter "DOE") of wages and/or salary to be paid to me during any period of my employment, by University, and/or my utilization of University research facilities and/or my receipt of gift, grant, or contract research funds through the University. This acknowledgement pertains to my obligation to assign or otherwise vest ownership in the University of patents, copyrights and technical data developed in the course of my employment at the University, pursuant to the regulations and policies of the University, the DOE, and the Management and Operating Contract DE-AC02-05CH11231 between DOE and the University (hereinafter "M&O Contract").

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 University of California Patent Policy or the University of California Policy on Copyright Ownership, hereinafter called "Policy."

I also understand and acknowledge that the University has the right to change the Policy from time to time, including the percentage of net royalties paid to intellectual property creators (hereinafter "inventors"), and that the policy in effect at the time a given intellectual property (hereinafter "invention") is disclosed shall govern the University's disposition of royalties, if any, from that invention. Further, I acknowledge that the percentage of net royalties paid to inventors is derived only from consideration in the form of money or equity received under: 1) a license or bailment agreement for licensed rights, or 2) an option or letter agreement leading to a license or bailment agreement. I also acknowledge that the percentage of net royalties paid to inventors is not derived from research funds or from any other consideration of any kind 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 acknowledge my obligation to assign inventions that I conceive or develop while employed by University or during the course of my utilization of any University or DOE research facilities or in connection with my use of gift, grant, or contract research funds received through the University. I further acknowledge my obligation to promptly report and fully disclose the conception and/or reduction to practice of inventions to the LBNL Patent Department. Such inventions shall be examined by University to determine rights and equities therein in accordance with the Policy. I shall promptly furnish University with complete information with respect to each.

In the event any such invention 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 any documents and do all things necessary,

at University's expense, to assign to University all rights, title, and interest therein and to assist University in securing patent or analogous protection thereon. The scope of this provision is limited by California Labor Code section 2870, to which notice is given below. In the event I protest the University's determination regarding any rights or interest in an invention, 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 further acknowledge that, pursuant to the University copyright policy, the scope of my employment includes the production of copyrightable materials that are related to my field of work and that I produce in the course of my employment, specifically including, but not limited to, reports, computer software, technical drawings and audiovisual works; that the University, as my employer, is the owner of the copyright in such materials as works for hire; and that the Government is granted a royalty free, non-exclusive license to the materials pursuant to the M&O Contract with DOE.

I acknowledge that I am bound to do all things necessary to enable University to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by University, including duties with regard to the University's M&O Contract, including my duty to : promptly disclose in writing all inventions made at LBNL; and to secure LBNL patent counsel approval prior to the first public disclosure of an invention.

University may relinquish to me all or a part of its right to any such invention, if, in its judgment, the criteria set forth in the Policy have been met.

I acknowledge that I am bound during any periods of employment by University or for any period during which I conceive or develop any invention during the course of my utilization of any University research facilities, or any gift, grant, or contract research funds received through the University.

In signing this agreement I understand that the law, of which notification is given below, applies to me, and that I am still required to disclose all my inventions to the University.

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 individual claiming the benefits of its provisions.

Employee/Guest Name (Please print)_____

Employee/Guest Signature: _____

Date :_____

Witness Signature: _____

Date: _____

Updated 22-Mar-2007.