



UC San Diego

Policy & Procedure Manual

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CONTRACTS AND GRANTS (RESEARCH)

Section: 150-33 EXHIBIT D

Rescinded: 08/16/2021

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UNIVERSITY OF CALIFORNIA PATENT AGREEMENT

This agreement is made by me with The Regents of the University of California, a corporation, hereinafter called "University," in part consideration of my employment, and 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.

By execution of this agreement I understand that I am not waiving any rights to a percentage of royalty payments received by University, as set forth in the University Policy Regarding Patents, hereinafter called "Policy."

I agree that every possibly patentable device, process, plant, or product, hereinafter referred to as "invention," which I conceive or develop while employed by University, or during the course of my utilization of any University research facilities, shall be examined by University to determine rights and equities therein in accordance with the Policy, and 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, and University desires, pursuant to determination by University as to its rights and equities therein, to seek patent 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 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 interests in an invention, I agree: (a) to proceed with any University requested assignment or assistance; (b) to give the University notice of that protest no later than the execution date of any of the above-described documents or assignment; and (c) to reimburse the University for all expenses and costs it encounters in its patent application attempts, if any such protest is subsequently sustained or agreed to.

I shall 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.

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 agree to be bound hereunder for and 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.

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

NOTICE

This agreement does not apply to an invention which qualifies fully under the provisions of Labor Code section 2870 of the State of California which provides that:

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 for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (a) which does not relate (1) to the business of the employer, or (2) to the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and 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: _____

Revised: April 1, 1980