



**RESEARCH AND EDUCATION INSTITUTE, INC.****Harbor-UCLA Medical Center****PATENT AND  
COPYRIGHT AGREEMENT**

This agreement is made by me with Research and Education Institute, Inc., Harbor-UCLA Medical Center, a non-profit corporation, hereinafter referred to as the "Institute", in part consideration of my employment, and of wages and/or salary to be paid to me during any period of my employment by the Institute, and/or my utilization of Institute research facilities.

I understand and agree that every possibly patentable device, process, or product hereinafter referred to as "invention", which I conceive and/or reduce to practice while employed by the Institute, or during the course of my utilization of any Institute research facilities, shall be examined by the Institute to determine rights and equities therein in accordance with the Institute's Patent and Copyright Policy.

I further understand and agree that every possibly copyrightable original work of authorship, hereinafter referred to as a "work", (except for those works specifically exempted by the terms of the Institute's Patent and Copyright Policy) which I prepare while employed by the Institute, and which is within the scope of such employment shall be deemed a "work made for hire", that the Institute shall be deemed the owner of the copyright therein, and that each such work shall be examined by the Institute to determine rights and equities therein in accordance with the Institute's Patent and Copyright Policy. I further agree to furnish the Institute with complete information with respect to each such invention and/or work.

I further agree that, in the event any such invention and/or work shall be deemed by the Institute to be patentable and/or copyrightable, and the Institute desires, pursuant to determination by the Institute as to its rights and equities therein, to seek patent and/or copyright protection therein, I shall execute any documents and do all things necessary, at Institute expense, to assign to the Institute all rights, title and interest therein and to assist the Institute in securing patent and/or copyright protection therein. The scope of this provision, insofar as it relates to inventions, is limited by California Labor Code Section 2870, to which notice is given below. In the event I protest the Institute's determination regarding any rights or interest in an invention and/or a work, I agree: (a) to proceed with any Institute requested assignment

or assistance; (b) to give the Institute notice of such protest no later than the execution date of any of the above-described documents or assignments; and (c) to reimburse the Institute for all reasonable expenses and costs incurred in filing and prosecuting any patent and/or copyright application for such invention and/or work, if any such protest is subsequently sustained or agreed to.

I further agree that I will do all things necessary to enable the Institute to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by the Institute.

I further agree that any and all inventions and/or works disclosed to me, or conceived and/or reduced to practice and/or prepared by me, during any period of my employment and/or utilization of Institute research facilities, shall be maintained in strictest confidence by me, subject to the requirements of any granting or contracting agency, and such confidence shall be maintained until such time as said invention and/or work has been made generally available to the public or as I am otherwise authorized, in writing, by the Institute.

Anything herein contained to the contrary notwithstanding, the Institute may relinquish to me all or a part of its right to any such invention and/or work, if, in its judgment, it deems it desirable to do so.

By execution of this agreement, I understand that I am not waiving any rights to a percentage of royalty payments received by the Institute, as set forth in the Institute's Patent and Copyright Policy Statement regarding patents and copyrights currently in force, or as it may be amended from time to time.

In signing this agreement, I understand that Labor Code Section 2870, of which notification is given below, applies to me regarding inventions, and that I am still required to disclose all my inventions to the Institute.

#### 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.

I agree to be bound hereunder for, during, and after any periods of employment by the Institute or for any period during which I conceive and/or reduce to practice any invention during the course of my utilization of any Institute research facilities.

Dated: 8-5-85

GEORGEY H. WHITE  
Name (Printed)

G.H. White  
Signature

Dated: 8/5/85

Shirleen Nakooka  
Witness Name (Printed)

Shirleen Nakooka  
Witness Signature