

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4137409

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INDEPENDENT CONTRACTOR SERVICE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT G. CHAVE	11/30/2015
RECEIVING PARTY DATA	
Name:	GEORGIA O'KEEFFE MUSEUM
Street Address:	217 JOHNSON STREET
City:	SANTA FE
State/Country:	NEW MEXICO
Postal Code:	87508
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15226067
CORRESPONDENCE DATA	
Fax Number:	(214)661-4468
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	214.953.6500
Email:	ptomail1@bakerbotts.com
Correspondent Name:	BAKER BOTTS L.L.P.
Address Line 1:	2001 ROSS AVENUE
Address Line 2:	SUITE 600
Address Line 4:	DALLAS, TEXAS 75201-2980
ATTORNEY DOCKET NUMBER:	084749.0102
NAME OF SUBMITTER:	JUDY BAGGETT
SIGNATURE:	/JUDY BAGGETT/
DATE SIGNED:	11/10/2016
Total Attachments: 4	
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Georgia O'Keeffe Museum

INDEPENDENT CONTRACTOR SERVICE AGREEMENT

This agreement ("Agreement") entered into by and between the GEORGIA O'KEEFFE MUSEUM ("Museum"), a New Mexico non-profit corporation, and Robert Chave Applied Physics Inc., a C Corp registered in the State of California, hereinafter designated as the contractor ("Contractor") whereby Museum hereby agrees to hire Contractor to provide services upon the following terms and conditions:

I. **ENGAGEMENT OF SERVICES:** Subject to the terms of this Agreement, Contractor will provide the services of Robert G. Chave, engineer, to Museum, to do: Analysis, literature review, evaluation and design of components and test equipment leading to an improved suspension system, limiting the damage occurring during the transport of irreplaceable fine art ("Services"). The scope of work of the Services is detailed in "Exhibit A."

II. **EFFECTIVE DATE:** November 18, 2015

III. **TERM:** The initial term of this Agreement will be through December 31, 2015, unless earlier terminated as provided in this Agreement. The Agreement may be extended for an additional 60 (sixty) days at the request of the Museum.

IV. **TERMINATION:** This agreement may be terminated, with or without cause, at any time by the Museum. In the event of termination prior to the expiration of the term, the Contractor shall be paid for Services actually completed prior to termination.

V. **COMPENSATION:** Contractor will be paid a rate of \$50 (Fifty Dollars) per hour not to exceed 200 (Two Hundred) hour(s) without prior written approval by Museum, including applicable gross receipts tax. Contractor will be paid by Museum for Services rendered only.

All payments will be made for Services upon receipt by Museum of an invoice from Contractor detailing hours worked and/or Services rendered during the previous month. Invoices should be submitted monthly, and all Museum invoices are paid on a net 30 basis.

VI. **REIMBURSED EXPENSES:** Contractor is encouraged to use supplies and resources provided by Museum. In the event that Museum cannot provide supplies and resources required to complete the Services, certain specified expenses may be reimbursed to Contractor with prior written approval by Museum.

VII. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor's relationship with Museum is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Contractor will not be entitled to any of the benefits which the Museum may make available to its employees, including, but not limited to, group health or life insurance or retirement benefits. Contractor is not authorized to make any representation, contract or commitment on behalf of Museum unless specifically requested or authorized in writing to do so by Museum. Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Contractor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Contractor's compensation will be subject to withholding by Museum for the payment of any social security, federal, state or any other employee payroll taxes. Contractor shall provide to Museum all information necessary to enable the Museum to provide IRS form 1099's to Contractor for Services rendered under this Agreement.

VIII. CONFIDENTIALITY: Contractor agrees to hold Museum's Proprietary Information in strict confidence and not to disclose such Proprietary Information to any third parties. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of Museum, whether in oral, written, graphic or electronic form. By way of illustration, but not limitation, "Proprietary Information" includes trade secrets, know-how, inventions, ideas, information regarding plans for development, new products, marketing and selling, business plans, budgets and unpublished financial statements, Board of Directors, Committees, donors and donor prospects, licenses, prices and costs, suppliers, customers, licensees and strategic partners, and the existence and terms of any business discussions, negotiations or agreements to which Museum is a party, and information regarding the skills and compensation of other employees or consultants of Museum. All Proprietary Information furnished to Contractor by Museum is the sole and exclusive property of Museum or its suppliers or customers. Upon request by Museum, Contractor agrees to promptly deliver to Museum the original and any copies of the Proprietary Information.

IX. WORK PRODUCT: All materials, inventions, works of authorship, audio and/or video recordings, and work product created, produced or acquired by Contractor pursuant to the terms of this Agreement or the Services ("Work") shall be the sole property of Museum. Contractor agrees to deliver all such Work to Museum in a timely manner, not later than the termination of this Agreement. Contractor hereby assigns all of Contractor's right, title and interest to the Work, including Contractor's rights under any patents, patent applications, copyrights, or other intellectual property registrations covering the Work, to Museum, and agrees to cooperate with Museum in perfecting Museum's ownership in the Work. Museum shall identify Contractor as the author of Work, when appropriate. Contractor may retain duplicates of Work for his/her personal use in exhibitions of his/her own work but for no other purpose whatsoever without the express written consent of Museum.

X. INDEMNIFICATION: Museum and its trustees, officers, agents, employees, licensees, and assignees shall not be liable for any damages to persons or property arising from any cause whatsoever which shall occur in any manner arising from the Contractor's performance of the Services hereunder, and Contractor shall indemnify and hold harmless Museum and its trustees, officers, agents, employees, licensees, and assignees from any and all claims, demands, and causes of action, and liability for damages to persons or property, arising from any cause whatsoever which shall occur in any manner arising from the Contractor's performance of the Services hereunder; said indemnification to include the costs and expenses, including attorneys' fees, incurred by Museum in connection with such action.

XI. BEST EFFORTS; PERFORMANCE: Contractor shall use his/her best efforts in providing said services and shall perform said services in accordance with the highest standards of the applicable profession. Unless otherwise set forth herein, Contractor shall provide all necessary materials and equipment for the performance of said services. Contractor represents that, where applicable, he/she is fully licensed by all appropriate and necessary authorities having jurisdiction over the field of Services provided. Contractor represents that, where appropriate, he/she has insurance covering him/her in the performance of the Services.

NOTE: The Museum understands and accepts that all work done by the Contractor is done on a best effort basis. Control of the general direction of the work, the priorities and the ordering of tasks will remain with Dale Kronkright and Charles Curtis. The Museum further understands that the Contractor carries no product liability insurance of any type, and that the assets of the Contractor's corporation are modest when compared to the value of the least of the Museum's works of art. Should the Contractor be determined by a court of relevant jurisdiction, or under some form of binding arbitration, to have produced work which is fundamentally in error, the Museum agrees to accept a determination of the Contractor's liability which is not greater than the cumulative amount paid to the Contractor by the Museum at that point in time.

XII. CONSENT; RELEASE: Contractor hereby consents to Museum's use of Contractor's name, likeness, voice, and biographical material in connection with any display, work, exhibit, performance or publication, in any medium whatsoever or online, or for publicizing or promotional purposes of the internship programs and/or the Museum. Contractor expressly releases the Museum and its trustees, officers, agents, employees, licensees, and assignees from any and all claims, including but not limited to, any copyright, privacy, and defamation claims, arising out of any such use, performance broadcast, exhibition, publication, or promotion.

XIII. ASSIGNABILITY: Contractor's obligations under this Agreement are not assignable. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of Museum thereto.

XIV. ENFORCEMENT: In the event of any litigation arising out of, or based upon, this Agreement, the party substantially prevailing in such litigation shall be entitled to recover from the other party, the costs and reasonable attorneys' fees incurred in connection with such litigation.

XV. ENTIRE AGREEMENT: This agreement represents the entire agreement between both parties and supersedes all prior understandings and agreements, whether oral or written. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

XVI. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico without regard to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


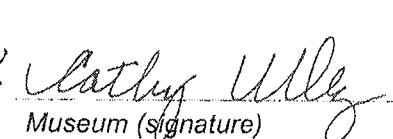
	11-30-15		12/1/15
Contractor (signature)	date	Museum (signature)	date
Robert G. Chave, owner		Cathy Ullery, HR Director	
Contractor (printed/typed)		Museum (printed/typed)	
2027 N Lake Avenue, Suite 7		217 Johnson Street	
street address		street address	
Altadena, CA 91001		Santa Fe, NM 87501	
city, state, zip code		city, state, zip code	
(626) 622-8562		(505) 946 - 1013	
telephone number		telephone number	
robert@chave.net			
email address			
Tax ID Number			
95-4803340			

EXHIBIT A
SCOPE OF WORK FOR THE SERVICES

As a goal the Contractor will seek to achieve the following:

- * A reduction in weight of the Pelican inner frame with a consequent reduction of shipping cost, with similar vibration characteristics.
- * An increase the stiffness, of the Pelican inner frame, with goal of reducing the response of the frame the vulnerable lower frequency, first mode of vibration of an oil painting in a frame; a number which we currently believe to be around 20 to 25 Hz.
- * Identifying the warp and the weft of a specific painting, in connection with the aspect ratio of the painting, such that the stiffest axis can be turned to face the highest load.
- * Tuning the Pelican inner painting frame through modification of the mass distribution and of the stiffness, such that the same frame can be tuned for different optimal response characteristics for different paintings.
- * Proving, empirically, that the desired vibration reduction has been achieved by placing one accelerometer on the frame next to the painting, and the other at the attach point on the case, for a difference measurement.
- * evaluating, and incorporating to the degree which it is practical to do so, the work that Chas Curtis has done some work in designing and building a pneumatic isolator.
- * evaluating the potential for using a set of small tuned mass dampers, in a material like a filled urethane, to convert into heat vibration at specific frequencies, and in specific directions, in which a painting in transit is most vulnerable.