

Copyright and Patent Agreement

STANFORD UNIVERSITY

I understand that Stanford University ("Stanford") enters into agreements ("Contracts or Grants") with third parties including the United States Federal Government ("Sponsors") and establishes policies ("Policies") which impose and set forth certain obligations and requirements with respect to rights in copyrightable materials and inventions.

Now, therefore, in consideration of my employment or continued employment by Stanford, the receipt of remuneration from Stanford, participation in projects administered by Stanford, access to or use of facilities provided by Stanford, and/or other valuable consideration, I hereby agree as follows:

1. If I perform work and create copyrightable materials or conceive or first actually reduce to practice any invention (whether or not it may be considered patentable) under or in the course of any Contract or Grant, I will provide Stanford promptly at the Sponsored Projects Office (Intellectual Property Administration):

- (a) with respect to such copyrightable materials, such copies and information as may be requested by Stanford to fulfill its obligations under Contracts or Grants, and
- (b) with respect to such invention, a written disclosure sufficient fully to disclose the invention and to obtain patent protection thereon.

2. I agree to assign or confirm in writing to Stanford and/or Sponsors that right, title and interest in and to such copyrightable materials, including associated copyright, and such inventions as required by Contracts or Grants, and to execute and to deliver all documents and to do any and all things necessary or proper on my part to enable Stanford to comply with any Contracts or Grants relating to such copyrightable works and such inventions.

3. I agree to waive any claim or rights to any pecuniary award or compensation under the provisions

of the Atomic Energy Acts of 1946 or 1954 with respect to any invention I make under or in the course of a Contract or Grant requiring such waiver.

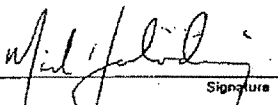
4. If I perform work and create copyrightable materials under a project commissioned by Stanford or otherwise identified in Policies as involving copyright obligations to Stanford, I agree to assign or confirm in writing to Stanford that right, title and interest in and to such copyrightable materials, including associated copyright, required by Stanford in accordance with Policies.

5. I am now under no consulting or other obligations to any third person, organization or corporation in respect to rights in copyrightable materials or inventions which are, or could reasonably be construed to be, in conflict with this agreement.

6. I will not enter into any agreement creating copyright or patent obligations in conflict with this agreement.

7. This agreement shall apply to all copyrightable materials created, and to all inventions made, conceived or first actually reduced to practice after the date of execution hereof, and shall be binding on myself, my estate, heirs and assigns.

Signed this 28 day of June, 19 88


Signature

MARK HOLODNIY
Typed or printed name

FELLOW
Title (e.g., professor, student, visiting scientist, etc.)

INFECTIOUS DISEASE
Department

535-68-5236
Social Security No.


Signature of witness

Suzanne Talley
Typed or printed name of witness

NOTICE: This Agreement does not apply to an invention which qualifies fully under Labor Code Section 2870 (i.e., an invention for which no Stanford University equipment, supplies, facility, or trade-secret information was used and which was developed entirely on employee's own time and (a) does not relate to Stanford research or (b) does not result from any work performed by employee for Stanford).

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See University Guide series 75 and 76 for instructions and information

SIGNER

STAN 004022
CONFIDENTIAL -
ATTORNEYS' EYES ONLY

Δ π EXHIBIT 23
Deponent Holodniy
Date 7/19/06 Rptr: SEP
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