FEB. 24. 2006 9:52AM

DEAN OF RESEARCH

NO. 586 P. 2

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 ocurse 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.
- 5.1 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 day of, 19		
••	•	
•	, .	
Signative	Typed or printed name	
Title (a.g., professor, student, visiting scientist, etc.)	Department	Social Security No.
Γ .		•
•		
Signature of witness	Typed or printed name of witness	

NOTICE: This Agreement does not apply to an invention which qualities fully under Labor Code Section 2579 (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).

31/18 (3-68)

See University Guide series 75 and 76 for instructions and information

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Case 3:05-cv-04158-MHP

DEAN OF RESEARCH

NO. 586 P. 3

Instructions

for completing the

Copyright and Patent Agreement

Please detach this instruction sheet before completing the attached agreement

Who Should Sign

Execution of the attached Stanford University Copyright and Patent Agreement (Form SU-18) is required by all individuals, including faculty, staff, students and nonemployees, who may create copyrightable materials or make inventions under sponsored projects or other projects Involving copyright or patent obligations to the University as specified in the University's policies on copyright (Guide Memo 76) and inventions (Guide Memo 75).

Conflicting Obligations

individuals who have obligations to third parties with respect to rights in copyright and Inventions should review their current agreements to determine if they contain provisions which are incompatible with this Agreement.

In the event of potential conflict, walvers or releases should be secured from such third parties

to the extent necessary to permit signing this Agreement.

Unless and until such waivers or releases are obtained, individuals subject to potentially conflicting obligations are not permitted to perform work'under sponsored projects or other projects involving copyright or patent obligations to the University.

Exceptions

Exceptions to the requirement for executing this Agreement are permitted only in certain special and limited cases (e.g., Individuals retained by the University under contracts for the provision of consultant services or covered by specific written agreements between the University and their employer).

Departmental Responsibilities

it is the responsibility of the Department to arrange for the execution of this Agreement (or for an exception when appropriate). This should be accomplished during the process of initial appointment or engagement and, in any event, prior to perticipation in sponsored projects or other

projects involving copyright or patent obligations to the University.

It is also the responsibility of the Department to verify that this Agreement has been signed in accordance with Item 25 of the Sponsored Project Summary Form (SU-42).

Advice and Assistance

Questions regarding this Agreement should be addressed to Intellectual Property Administration, Sponsored Projects Office, Encina Hall, Room 40 (723-2907).

DISTRIBUTION OF FORM

For Faculty, Staff and Students—Attach the signed white original of this Agreement to the Personnel Action Form (SU-1), Student Appointment Form (SU-2) or Temporary Appointment Form (SU-3), as appropriate. The Department should file the yellow copy with its personnel records and give the pink copy to the signer.

For Nonemployees (e.g., visiting scientists and fellows)—Send the signed white original to Intellectual Property Administration, Sponsored Projects Office, Distribute the other copies as indicated in the previous paragraph.