

STUDENT PATENT and COMPUTER SOFTWARE AGREEMENT

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Caltech retains all rights in inventions and computer software I generate as a student at the Caltech campus, Jet Propulsion Laboratory (JPL), and other facilities owned or managed by Caltech, with the following exceptions:

1. When I generate copyrightable computer software or other written work at Caltech in connection with my enrollment in Caltech’s educational program, such as in course work, homework, theses and publications, I understand that I will retain ownership of copyrights to these works, and I hereby grant to Caltech an irrevocable royalty-free nonexclusive license to use such computer software and written work for educational and research purposes, including the right to grant sublicenses. If the work is generated at JPL or any Caltech owned or managed facility, I also hereby grant to the United States Government (“Government”) a royalty-free, nonexclusive license to use such computer software and written work for purposes for or on behalf of the Government, to the extent Caltech or the Government requires such a license.
2. When I make inventions, write computer software or other written work entirely on my own time, without using Caltech’s equipment or facilities (other than incidental use of electronic information resources as is permitted under Caltech policy), and without using Caltech funds, I retain ownership of those inventions, software and written work.

I agree to assign, and hereby do assign, to Caltech all inventions and copyrightable materials that I develop with the use of funds administered by Caltech, or in the course of my duties at or for Caltech, including JPL, or with use of other facilities owned or managed by Caltech, apart from those for which I retain rights under numbered paragraphs 1 and 2 of this agreement, and all copyrights, patent applications and patents relating to those inventions and copyrightable materials.

I agree to execute all papers required to apply for, obtain, maintain, issue and enforce the assigned copyright registrations, patents and applications; and to provide reasonable assistance regarding those copyrights, patents and patent applications, including testifying in any related patent office proceeding, dispute or litigation. Expenses for the copyrights and patent applications, and for the assistance set forth in the preceding sentence, shall be borne entirely by Caltech.

I agree to notify Caltech promptly of all such assigned inventions or copyrightable materials.

I understand that if Caltech receives funds from the licensing of the assigned copyrightable materials or patents in excess of unreimbursed expenses associated with obtaining, maintaining and enforcing those copyrights and patents, I will share in these funds according to the established Caltech policy, procedures and practice in effect on the date that the patent application is filed or the computer software is completed, in the same manner as a member of the academic staff and employees.

I agree to notify Caltech of any funding of which I am aware that may have supported an assigned invention described in the preceding paragraphs. This is to ensure Caltech’s compliance with its obligations, including the provisions of the Federal Bayh-Dole Act and implementing regulations. For work done at JPL, I agree to have all scientific and technical publications reviewed, pursuant to JPL policy, prior to public release to ensure compliance with U.S. export control laws.

I understand that Caltech relies on this agreement when it enters into contracts with others and obligates itself with respect to inventions and computer software developed at Caltech.

Signature _____

Agreed to for Caltech by the Registrar:

Printed Name _____

Registrar

Date _____

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Date _____