

Attachment 4

Patent Rights

(to be incorporated in Exhibit G, when applicable)

Patent Rights – University

- A. Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the Scope of Work, Exhibit A, conducted under this Agreement (“Patentable Inventions”) shall belong to the University. The State shall have a nonexclusive, sublicensable, irrevocable, paid-up license to practice or have practiced such Patentable Invention for government purposes.
- B. A State Confirmatory License (attached) will be executed by the University to provide said license to any such Patentable Invention, within ninety (90) days after filing of patent application.
- C. University shall file, prosecute and maintain a patent application claiming a Patentable Invention described in paragraph A above within two years of disclosure of a Patentable Invention to University by inventors and will diligently pursue broad application of such Patentable Invention. If State notifies University of a need that is not being met by University, University will take steps to meet such need or will offer sufficient field-of-use rights to State to address such unmet need.
- D. If University decides not to file a patent application within such two-year period or decides to abandon a patent or patent application claiming such Patentable Invention, and determines that it does not intend to pursue commercialization of such Patentable Invention, then University will notify the State in sufficient time to preserve patent rights, and upon State agency request, University agrees to assign title to State, subject to requirements of law, outstanding rights in third parties, and a reserved right to use the Patentable Invention for educational and research purposes and to allow other educational and nonprofit institutions to do so.
- E. Copyrightable works that may be patentable are also subject to the Patent Rights clause, which will take precedence in case of a conflict.

Patent Rights – State

- A. Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the Scope of Work, Exhibit A, conducted under this Agreement (“Patentable Inventions”) shall be assigned to the State. The University shall have a nonexclusive, sublicensable, irrevocable, paid-up license to practice or have practiced such Patentable Invention for or on behalf of the University and to allow other non-profit research and academic institutions to do so for research and education purposes.
- B. A University Confirmatory License (attached) will be executed by the State to provide said license to any such Patentable Invention, within 90 days after filing of patent application.
- C. State shall file, prosecute and maintain a patent application claiming a Patentable Invention described in paragraph A above within two years of University disclosure of a Patentable Invention to State and will diligently pursue broad application of such Patentable Invention. If University notifies State of a need that is not being met by State, State will take steps to meet such need or will offer sufficient field-of-use rights to University to address such unmet need.
- D. If the State decides not to file a patent application within such two-year period or decides to abandon a patent or patent application claiming such Patentable Invention, then the State will notify the University in sufficient time to preserve patent rights, and upon University request, State agrees to assign title to the University, subject to requirements of law, outstanding rights in third parties, and a reserved right to use the Patentable Invention for government purposes.
- E. Copyrightable works that may be patentable are also subject to the Patent Rights clause, which will take precedence in case of a conflict.

License to the State of California

Invention Title		
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Inventor(s)		
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Patent or Application Serial No.	US Filing or Issue Date	
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Grant or Contract Identification Number(s)		
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Foreign Application filed or-intended in (countries)		
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The invention identified above is a Subject Invention under the Patent Rights – University clause which is included among the terms of the above-identified grant/contract award from the State of California. Subject to the requirements of federal funds, if any, this document is confirmatory of:

The nonexclusive, sublicensable, irrevocable, paid-up license to practice or have practiced for government purposes the invention described in any patent application and in any and all divisions and continuations, and in any and all patents and re-issues granted thereon throughout the world; and

All other rights acquired by the State by reason of the above identified grant/contract award and the laws and regulations which are applicable to the award.

The State is hereby granted the power to inspect and make copies of the above-identified patent application.

Sign this	Day of	Year
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By

Name	Title
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For (Name of Organization)		
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Business Address	City	Zip
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License to the University

Inventor(s)	
Patent or Application Serial No.	US Filing or Issue Date
Grant or Contract Identification Number(s)	
Foreign Application filed or-intended in (countries)	

The invention identified above is a Subject Invention under the Patent Rights – State clause which is included among the terms of the above-identified grant/contract award from the State of California. Subject to the requirements of federal funds, if any, this document is confirmatory of:

The nonexclusive, sublicensable, irrevocable, paid-up license to practice or have practiced for or on behalf of the University the invention described in any patent application and in any and all divisions and continuations, and in any and all patents and re-issues granted thereon throughout the world; and

All other rights acquired by the University by reason of the above identified grant/contract award and the laws and regulations which are applicable to the award.

The University is hereby granted the power to inspect and make copies of the above-identified patent application.

Sign this	Day of	Year
By		
Name	Title	
For (Name of Organization)		
Business Address	City	Zip