



By accepting employment at LANS you acknowledge that:

- All intellectual property created as a result of your employment is owned by LANS.
- All rights in the intellectual property created as a result of your employment to LANS are assigned to LANS.
- You are obligated to do the following:
 1. Inform LANS prior to the filing of any patent application in which you are listed as an inventor during your employment and for a year afterwards.
 2. Cooperate with LANS in obtaining the rights to intellectual property created as a result of your employment.
 3. Keep accurate documentation of your work, including up-to-date laboratory notebooks.

You are prohibited from:

- Disclosing LANS's proprietary information.
- Entering into agreements which compromise LANS's rights to intellectual property created as a result of your employment.

You are entitled to:

- A share of the royalties gained from commercializing intellectual property created as a result of your employment.
- Maintain the rights to any intellectual property which is unrelated to your employment and created solely on your own time without the use of any LANS resources.



Intellectual Property Assignment And Confidential Information Agreement

This Agreement is made by me and Los Alamos National Security, LLC, a Delaware Limited Liability Company (hereinafter "LANS"), in partial consideration for my employment by LANS, including any wages, salary or other forms of compensation to be paid or rendered to me by LANS during any period of such employment, and/or my utilization of LANS information, facilities or other resources. I understand and agree to the following:

1. LANS owns all right, title, and interest (including patent rights, copyrights, mask work rights, trademark rights, and sui generis database rights, as well as all intellectual property rights of any sort throughout the world) in and to and relating to any and all Inventions (as defined below), whether or not patentable, which I may conceive, develop, make, produce or reduce to practice, in whole or in part, as a result of my employment or other activities on behalf of LANS or as a result of utilization of LANS information, facilities or other resources (hereinafter "LANS Intellectual Property"). I further understand that in some instances, a third party may obtain rights to such intellectual property. No assignment to LANS and/or the United States Government shall be required on any invention for which no equipment, supplies, facilities or Business Sensitive information of LANS or the United States Government was used and which was developed entirely on my own time, and which does not relate to the business of LANS or to actual or demonstrably anticipated research or development by LANS or which does not result from any work performed by me for LANS or the United States Government, provided, however, I will notify LANS of such inventions, and agree that I will not file any patent applications on such inventions without the prior written approval of LANS patent counsel.
2. I understand and agree that any invention or discovery which I conceive or make during the term of my employment by LANS and for one year thereafter shall be examined by LANS patent counsel to determine rights and equities therein in accordance with LANS's patent policy and this Agreement, and I further agree to furnish LANS with complete information with respect to each in writing, pursuant to LANS patent policy, and in cooperation with LANS patent counsel.
3. I agree to promptly disclose all inventions, improvements, formulae, ideas, processes, techniques, experimental and clinical tests or procedures, trade secrets, know-how, and data (collectively referred to herein as "Inventions") conceived, developed, made or reduced to practice by me, in whole or in part, whenever such Inventions result, in whole or in part, from my employment with LANS or other activities on behalf of LANS, or occur as a result of my utilization of LANS



information, facilities or other resources. I further agree to maintain accurate and complete laboratory notebooks, to create other written documentation as is necessary and appropriate to document the creation of any LANS Intellectual Property, and to follow LANS policies and the advice of LANS patent counsel on the disclosure of technical materials including but not limited to offers for sale, presentations, and submission for publications.

4. As an employee of LANS, I hereby assign to LANS (or its designee) all right, title and interest to all LANS Intellectual Property and agree to do all things necessary to effect such assignment and to assist LANS in the protection of LANS Intellectual Property. My obligation to assist LANS in perfecting, obtaining, maintaining, enforcing and defending patents, copyrights or other rights for Inventions in any and all countries shall continue throughout my employment and beyond the termination of my employment.
5. I understand I may be entitled, in accordance with the provisions of LANS Policy Regarding Intellectual Property Management (P831 and P833), to receive a share of any royalties received from any commercialization of the Intellectual Property created by me while employed by LANS. By execution of this acknowledgment, I understand that I am not waiving any right(s) to such potential royalties.
6. I further warrant that I have the full right to convey all title, right, and interest to all LANS Intellectual Property. I will take all action and execute all documents necessary to perfect the interest assigned and I have not and will not execute any agreement in conflict with this assignment. I understand that it is my obligation to promptly disclose any previous or concurrent conveyance or assignment of right, title or interest which may be in conflict with this Agreement. I agree that I will not disclose or use during my employment by LANS any trade secrets, proprietary or confidential information which I acquired as a result of my previous employment or under a contractual obligation of confidentiality with any other party. I also certify that I am under no agreement with a prior employer that would restrict my ability to perform the duties of my employment by LANS, including any agreement restricting future employment.
7. I understand that all Inventions and all other business, technical and financial information that I develop, learn of (either directly or indirectly) or obtain in performance of my duties or activities on behalf of LANS or while using LANS information, facilities or other resources, or that is received by or for LANS in confidence and disclosed to me, constitutes Proprietary Information. During the term of this Agreement and thereafter its termination, I will hold in confidence and not disclose or use any Proprietary Information, except for the sole and exclusive benefit of LANS and in direct performance of my duties. Without limitation to the generality of the foregoing, I agree and acknowledge that I am prohibited from disclosing or



using any Proprietary Information in performance of other duties. Upon termination of this Agreement or at LANS's request at any other time, I will promptly return to LANS all materials and copies containing or embodying Proprietary Information. Exceptions: For purposes of this Agreement, Proprietary Information will not include information that I can document:

- a. Is or has become information readily available in the public domain;
- b. Is information disclosed to me without restriction by a third party, who has an independent right to such information without any duty of confidentiality (i.e. third party may legally disclose such information);
- c. Is information I can establish, by competent proof, was in my possession at the time of its disclosure to me, without an obligation of confidentiality;
- d. Is information approved for release by written authorization; or
- e. Is information required to be disclosed by law.

I have read the LANS Policy Regarding Intellectual Property Management and LANS's obligations in regard to inventions and discoveries and technical and scientific records under Contract DE-AC52-06NA2596 with the U.S. Government and have carefully considered the terms of these policies and of this assignment and agreement prior to signing below. If I have any questions relating to this agreement or my obligations under this agreement, I understand that it is my responsibility to obtain answers or assistance prior to signing this agreement. This agreement assigns and inures to the benefit of LANS and its successors and assigns including, but not limited to, any successor contractor at Los Alamos National Laboratory. I acknowledge and understand that this agreement does not represent any guarantee of continued employment by my employer.

Signature

Z Number

Printed Name

Date

