

Independent Contractor Proprietary Rights Assignment

In return for the contracting fee paid or to be paid by SAN JOSE STATE UNIVERSITY RESEARCH FOUNDATION ("Research Foundation"), I acknowledge and agree that:

1. All previous, current and future work done by me for the Research Foundation relating in any way to the conception, design, development or support of products for the Research Foundation is the property of the Research Foundation and not of myself or of any third party.

2. I will promptly disclose and describe to the Research Foundation all inventions, improvements, discoveries, technical developments, and copyrighted works, whether or not patentable, which I conceive or reduce to practice, solely or jointly with others, during the term of my contracting relationship (the "INVENTIONS"). The INVENTIONS are and will become the sole and exclusive property of the Research Foundation and will not be made available to others during or following the term of my contracting relationship without the advance written permission of the Research Foundation. Upon request of the Research Foundation, I agree to execute a signed transfer of copyright or patent to the Research Foundation when any copyrighted or patentable work is created. Except for any written agreement between me and the Research Foundation, I shall not be entitled to any royalty, commission or other payment or license or right with respect to the INVENTIONS. I hereby assign to the Research Foundation my entire right to all these INVENTIONS. I will keep and maintain adequate and current written records of all INVENTIONS in the form of notes, sketches, drawings or reports related to said INVENTIONS, which records shall be and remain the property of the Research Foundation and be available to the Research Foundation at all times.

3. There is no other contract or duty on my part now in existence (a) to assign INVENTIONS or (b) that is inconsistent with this AGREEMENT, unless a copy or description thereof is attached hereto. During my contracting relationship with the Research Foundation, I will not accept or engage in any employment, consulting or other activity (a) inconsistent or incompatible with my obligations to the Research Foundation, including without limitation, the terms of this AGREEMENT or (b) in any business competitive with the Research Foundation's business as presently conducted or as conducted at any future time during my contracting relationship.

4. All records, reports, notes, compilations, or other recorded matter, and copies or reproductions thereof, relating to the Research Foundation's research, operations, activities or business, made or received by me during the term of my contracting relationship are and shall be the Research Foundation's exclusive property, and I will keep the same at all times in the Research Foundation's custody and subject to its control, and will surrender the same at the termination of my contracting relationship if not before.

5. I acknowledge that my obligations and promises under this AGREEMENT are of a UNIQUE and INTELLECTUAL character, which gives them particular value. A breach of any of the promises of agreements contained herein will result in irreparable and continuing damage to the Research Foundation for which there will be no adequate remedy at law, and the Research Foundation shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

6. This AGREEMENT, along with the INDEPENDENT CONTRACTOR AGREEMENT to which it is attached, represents the entire understanding between the Research Foundation and me as to the subject matter hereof. This AGREEMENT shall inure to the benefit of successors and assigns of the Research Foundation, and shall be binding on my heirs and legal representatives.

7. The waiver by the Research Foundation of a breach of any provision of this contract by me shall not operate or be construed as a waiver of any other or subsequent breach by me. If any provision of this AGREEMENT is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

This AGREEMENT shall be construed in accordance with, and governed by, the laws of the State of California.

**San Jose State University
Research Foundation**

Independent Contractor

By:

Name:

Title:

Company:

Address:
210 North 4th Street
San Jose, California 95112

Address: