

FRED HUTCHINSON CANCER RESEARCH CENTER

AGREEMENT RELATING TO INVENTIONS

In consideration of my employment by the Fred Hutchinson Cancer Research Center (the Center) and/or my use of Center research facilities:

In compliance with the Washington State Inventions Act, I have been advised by the Center via this agreement that the Center's rights under this agreement do not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Center was used, and which was developed entirely on my own time, unless: (a) the invention relates (i) directly to the business of the Center, or (ii) to the Center's actual or demonstrably anticipated research or developments; or (b) the invention results from any work performed by me for the Center.

I understand and agree that every possibly patentable device, process, product, or discovery, hereafter referred to as "invention", which I conceive, develop or first actually reduce to practice, either solely or jointly with others, while employed at the Center or during the course of my use of any Center facilities or elsewhere, during actual working hours or otherwise, shall be disclosed promptly in writing to the Center President and Director or designee for a determination of rights therein in accordance with the Patents and Inventions Policy of the Center.

I understand the importance of reporting inventions to the Center in sufficient time to allow filing of patent applications prior to United States or foreign statutory bars. In this regard, it is my understanding that a patent is barred under many foreign patent laws if the invention to be patented is disclosed in any form (including any publication) prior to the effective filing date of the foreign application seeking patent protection, and that the effective filing date can be the actual filing date of the foreign application or the filing date of an earlier application (such as the United States application) filed less than a year prior to the actual filing date of the foreign application.

It is my further understanding that United States patent applications are barred if not filed within one year of the publication of a written description of the invention, or within one year of the first sale or offering for sale, or public use, of the invention.

Recognizing that any publication of information, the subject of which may involve inventions or discoveries, may affect the ability of the Center to obtain patent protection, I agree to submit to the Center a copy of any such proposed publication 60 days prior to publication.

I agree to furnish the Center with complete written information with respect to each such invention including the identifying number of any funding agreement under which the invention was made. The information shall be sufficiently complete in technical detail to convey a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological or electrical characteristics of the invention.

At the time of my technical disclosure I will disclose in writing to the Center any publication, sale or public use of such invention and whether a manuscript describing such invention has been submitted for publication and accepted.

I agree that in the event any invention shall be deemed by the Center to be patentable, and the Center desires to seek patent protection, I shall execute the necessary instruments and documents and do all the acts necessary at no expense to me, to assist the Center or its nominee in securing patent protection.

I hereby assign, transfer and set over to the Center all of my right, title, interest in and to all inventions covered by this agreement, and agree to execute and deliver to the Center or its nominee such instruments and documents that the Center deems necessary, at no expense to me, to transfer full and complete title to such inventions to the Center or its nominee.

I understand that the Center will be the sole owner of all patents obtained. However, nothing contained herein shall prevent the Center from relinquishing to me all or part of its rights to any such invention if in its judgment it deems desirable to do so, subject to any requirements of the funding source.

By execution of this agreement, I understand that I am not waiving any rights to a percentage of royalty payments as set forth in the Patents and Inventions Policy of the Center, which percentages may be changed by the Center prior to my disclosure of any invention, nor am I waiving my rights to inventions in which the Center has no rights as set forth in the Patents and Inventions Policy.

The obligations that I have under this agreement continue during my employment by the Center or use of its research facilities and continue after termination of my employment at the Center or termination of my use of its research facilities.

This agreement shall be binding upon my successors, heirs, assigns, and personal representatives.

Employee's Signature

Date

Type or Print Name

06/01/92