	HOSPITAL POLICY AND PROCEDURE MANUAL			
	SUBJECT: Intellectual Property Policy			
	ORIGINAL DATE: 10/19/2007	EFFECTIVE DATE: 12/02//2020	PREVIOUS NAME/NUMBER: LDR – 24.0	PAGE NUMBER: Page 18 of 19
POLICY NUMBER: ADM – 142.0	CHAPTER: ADMINISTRATIVE		APPROVED BY: Chief Clinical Officer, Quality Improvement Committee, Board of Directors	

EXHIBIT A

INTELLECTUAL PROPERTY ACKNOWLEDGMENT

This acknowledgment is made by me to Children’s Hospital Los Angeles (“**CHLA**”), in partial consideration for, as applicable, an offer of at-will employment or as a condition precedent to continue at-will employment with CHLA; as a condition of entering into the business relationship and/or not terminating the business relationship pursuant to the terms of any other agreements between the me and CHLA; for wages, salary, or both to be paid to me by CHLA during any period of my at-will employment or compensation payable as a result of my business relationship with CHLA; for my utilization of CHLA research facilities; for my receipt of gift, grant, or contract research funds through CHLA; or any combination thereof.

I acknowledge that I have received, read, and agree to abide by CHLA’s Intellectual Property Policy (“**Policy**”) and that CHLA has the right to amend the Policy from time to time.


I acknowledge my obligation to assign, and do hereby assign and agree to assign in the future (when any such Intellectual Property [as defined in the Policy] are first reduced to practice or first fixed in a tangible medium, as applicable), my entire right, title and interest in and to, any Inventions and Patents (as defined in the Policy) that I conceive, reduce to practice, or both, and any Intellectual Property that I create or make (“**CHLA Intellectual Property**”) to CHLA: (a) during the course of my individual responsibilities to CHLA, including works for hire; (b) pursuant to a sponsored agreement or pursuant to a written agreement to transfer ownership to CHLA; or (c) with use of CHLA facilities, funds, resources, or supplies.

I acknowledge my obligation to promptly report and fully disclose all CHLA Intellectual Property to the CHLA Office of Technology Commercialization (“**OTC**”) and such CHLA Intellectual Property shall be examined by OTC to determine the rights and equities in accordance with the Policy. I acknowledge my obligation to provide CHLA with complete information regarding all disclosed CHLA Intellectual Property to OTC.

I acknowledge that I am bound to do all things necessary to enable CHLA to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by CHLA.

I will assist CHLA in every proper way to obtain, and from time to time enforce, United States and foreign Intellectual Property rights relating to CHLA Intellectual Property in any and all countries. To that end I will execute, verify, and deliver such documents and perform such other acts (including appearances as a witness) as CHLA may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such rights to CHLA or its designee.

In the event CHLA is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint CHLA and

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its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to CHLA any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any CHLA Intellectual Property assigned hereunder to CHLA.

Print Name: _____

Signature: _____

Title: _____

Date: _____

IMPORTANT NOTICE: This acknowledgment does not apply to an invention which qualifies under the provision of California Labor Code Sec. 2870 & 2872 which provides that (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those invention that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against public policy of this state and is unenforceable. In any suit or action arising under this law, the burden of proof shall be on the individual claiming the benefits of its provisions.