

AGREEMENT CONCERNING RIGHTS IN INVENTION

THIS AGREEMENT, dated as of the 8th day of January, 1969, by and between JOHN M. CHOWNING (hereinafter referred to as the "Inventor") and THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California, (hereinafter referred to as "Stanford"),

W I T N E S S E T H :

WHEREAS, the Inventor has invented an omnispatial sound generation process which controls artificially the significant parameters of sound perceived in space (hereinafter referred to as the "invention"); and

WHEREAS, the Inventor and Stanford are desirous of entering into an agreement concerning the transfer of the invention to Stanford:

NOW, THEREFORE, the parties hereto do hereby mutually agree as follows:

1. In consideration of the promises by Stanford herein contained,

to sell, assign and transfer unto Stan-

UNIVERSITY, a body having corporate powers under the laws of the State of California, (hereinafter referred to as "Stanford"),

W I T N E S S E T H :

WHEREAS, the Inventor has invented an omnispatial sound generation process which controls artificially the significant parameters of sound perceived in space (hereinafter referred to as the "invention"); and

WHEREAS, the Inventor and Stanford are desirous of entering into an agreement concerning the transfer of the invention to Stanford:

NOW, THEREFORE, the parties hereto do hereby mutually agree as follows:

1. In consideration of the promises by Stanford herein contained, the Inventor hereby agrees to sell, assign, and transfer unto Stanford the full and exclusive right to the invention in the United States of America and in all foreign countries, and the entire right, title and interest to any and all letters patent which may be granted therefor in the United States of America and in all foreign countries, to the full end of the term for which said letters patent and renewals thereof may be granted, reserving, however, unto the Inventor a royalty as provided in paragraph 3 hereof. The Inventor further agrees to execute all documents requested by Stanford to carry out the purposes of this agreement, including, but not limited to, oaths and declarations of United States patent applications, assignments of United States patent applications suitable for recordation in the U. S. Patent Office, and powers of attorney, assignments, and other

papers and documents required for foreign patent applications.

2. The Inventor does hereby authorize and request the Commissioner of Patents to issue letters patent to The Board of Trustees of The Leland Stanford Junior University, as the assignee of the entire right, title and interest in and to the invention, to the full end of the term for which letters patent and renewals thereof may be granted, as fully and entirely as the same would have been held by the Inventor had this assignment not been made.

3. Stanford shall pay to the Inventor annually during the full term for which letters patent may be granted a royalty of thirty-three and one-third per cent ($33\frac{1}{3}\%$) of the net revenues received by the University from the sale, licensing, or other use of the invention, said royalty to be paid to the Inventor or his assigns. For purposes of computing the royalty reserved to the Inventor herein, Stanford shall first deduct from the gross proceeds received by it from the sale, licensing or other use of the invention an amount sufficient to reimburse it for all sums expended or advanced by it in connection with the development of the invention and the preparation, filing, and prosecution of said application for letters patent, and the balance remaining after deducting all expenses, including, without limitation, incremental costs incurred by Stanford each year in the promotion and protection of the invention (including legal fees, out-of-pocket expenses, and travel costs), shall represent net revenues.

4. Stanford shall keep a true and accurate account of the revenues received by it from the sale, licensing or use of the invention and of Stanford's expenses and incremental costs in connection with the promotion and protection of the invention, and shall render to the Inventor annually within sixty (60) days of the close of Stanford's fiscal year, a report showing the status of said account. The Inventor, or his authorized agent, shall have the right to examine

Stanford's records at all reasonable times to verify such reports.


Payment for royalties due the Inventor shall accompany the annual reports.

5. Stanford agrees that the net revenues of said invention remaining after the payment to the Inventor of the royalty provided for in paragraph 3 hereof shall be used by it as follows: One-half thereof shall be expended for the support of the Department of Music at Stanford and the other one-half shall be expended in the discretion of The Board of Trustees of The Leland Stanford Junior University to further the objects and purposes of Stanford, without restriction as to use.


6. It is understood that Stanford or its nominee shall have exclusive control of the prosecution of suits against infringers, and all proceeds resulting from such suits shall be treated as gross proceeds received from the sale, licensing or other use of the invention for the purpose of computing the royalty payable under paragraph 3 hereof.

7. The Inventor covenants and agrees that he will disclose to Stanford any and all improvements made by him with respect to the invention, that he will at the cost and expense of Stanford make application for letters patent pertaining to any such improvements or invention as Stanford shall deem desirable, and that he will assign to Stanford all of his rights under any such applications or letters patent subject, however, to the same royalty reserved in paragraph 3 hereof. The foregoing shall not be construed to conflict with the terms of the Inventor's employment in the event he shall cease to be employed by Stanford and shall become employed by another party.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto as of the date first hereinabove written.


JOHN M. CHOWNING
INVENTOR

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY

By 
Title Robert Research Administrator
STANFORD