

AGREEMENT CONCERNING RIGHTS IN INVENTION

THIS AGREEMENT, dated as of the 13th day of January 1976, by and between John 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 developed Computer Software for Digital Synthesis, further described in Stanford Invention Disclosure S75-49 (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. 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. Stanford and the Inventor agree that the net revenues, if any, deemed from said invention shall be allocated as follows: two-thirds ($2/3$) shall be expended for the support of the Music Department, and one-third ($1/3$) shall be expended at 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. For purposes of computing net revenues as used 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 inventions 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).

3. 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 annually within ninety (90) days of the close of Stanford's fiscal year, a report showing the status of said account.

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

John M. Channing
Inventor

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY

By Neil J. Weissman

Title MANAGER, TECHNOLOGY LICENSING