

EXHIBIT D-1

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONSORTIUM CONTRACT: Statewide Portal/Mobile App Project

CONTRACTOR/EMPLOYER NAME: Deloitte Consulting LLP

CONTRACT NUMBER _____

COPYRIGHT ASSIGNMENT

I agree that all materials, documents, software programs and documentation, designs, specifications, configurations, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, notes, algorithms, formulas, processes, procedures, manuals, data, and information and/or tools of all types, relating to the Statewide Portal and Mobile App Software, and all updates thereto, as well as all CalSAWS Data, CalSAWS Project Control Document, acceptance test criteria, acceptance test plans, departmental procedures and processes, and Deliverables, as such terms are defined or described in the Consortium Contract described above, developed or acquired by me in whole or in part pursuant to the Consortium Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of the Consortium, subject to and in accordance with the terms of the Consortium Contract. In this connection, as required by and in accordance with the Consortium Contract, I hereby assign and transfer to the Consortium in perpetuity for all purposes all my right, title, and interest in and to all such items, including, without limitation, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof.

Whenever requested by the Consortium, I agree to promptly execute and deliver to the Consortium all papers, instruments, and other documents requested by the Consortium, and to promptly perform all other acts requested by the Consortium, to carry out the terms of this Agreement, including, without limitation, executing an assignment and transfer of copyright in a form substantially similar to the Assignment and Transfer of Copyright attached hereto and incorporated herein by reference.

The Consortium shall have the right to register all copyrights in the name of the Consortium and shall have the right to assign, license, or otherwise transfer any and all of the Consortium's right, title, and interest, including, without limitation, copyrights, in and to the items described above, in accordance with the Consortium Contract.

I acknowledge that violation of this Agreement may subject me to civil and/or criminal action under this Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement and/or applicable law.

Date: _____

Name: _____
(Contractor Principal's Signature)

Name: _____
(Print Contractor Principal's Name)

Working Title: _____

| Original: Contractor