

## **EXHIBIT D-1**

### **CONTRACTOR ACKNOWLEDGEMENT AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

CONSORTIUM CONTRACT: CalWIN Training, OCM, and Implementation Support  
Requirements Project

CONTRACTOR/EMPLOYER NAME: Deloitte Consulting LLP

CONTRACT NUMBER \_\_\_\_\_

#### **INTELLECTUAL PROPERTY ASSIGNMENT**

Contractor 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 CalWIN Implementation Project, 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, in whole or in part, pursuant to the Consortium Contract, and all works based thereon, incorporated therein, or derived therefrom (hereinafter referred to as "Work Product"), shall be the sole property of the Consortium, subject to and in accordance with the terms of the Consortium Contract. In light of the foregoing agreement, and as required by, subject to, and in accordance with the Consortium Contract, the above-named Contractor hereby assigns and transfers to the Consortium in perpetuity for all purposes all right, title, and interest in and to all Work Product, including, without limitation, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof, as well as all other intellectual property rights and other rights (such as goodwill, benefits, privileges, causes of action, and remedies) in connection with the Work Products. Subject to and in accordance with the Consortium Contract, all Work Product shall be deemed works made for hire of Consortium for all purposes of copyright law, and copyright shall belong solely to Consortium. In the event that any such work is adjudged to be not a work made for hire, Contractor agrees to assign, and hereby assigns, all rights in such work to Consortium subject to and in accordance with the Consortium Contract. In the event a court of competent jurisdiction finds such an assignment to be unenforceable, Contractor agrees to provide Consortium with a non-exclusive license providing Consortium with all rights, title, and interest the assignment otherwise would have provided.

Whenever requested by the Consortium, Contractor agrees 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 Work Product 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 Work Product described above, in accordance with the Consortium Contract.

Contractor acknowledges that violation of this Agreement may subject it to civil and/or criminal action under this Contractor Acknowledgment and Intellectual Property Assignment Agreement and/or applicable law. Contractor further acknowledges that the person executing this Agreement has the authority to bind Contractor to it.

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Contractor Principal's Signature)

Name: \_\_\_\_\_  
(Print Contractor Principal's Name)

Working Title: \_\_\_\_\_