



INDUSTRIAL PROPERTY RIGHTS AGREEMENT

I, _____, in consideration of my being granted access to HRL Laboratories LLC's (hereinafter referred to as "HRL") facilities and provided HRL Proprietary Information for the Purpose of performing under my Contract and/or Purchase Order with HRL, do hereby agree as follows:

I. DISCLOSURE OF INFORMATION

In performing services under the Contract and/or Purchase Order, I may be exposed to and may be required to use information which HRL considers proprietary information as defined below (hereinafter "Proprietary Information"). HRL is willing to make said disclosures of Proprietary Information on the condition that I agree to protect such Proprietary Information from unauthorized use and disclosure.

- a) Proprietary Information is any information in any form that is disclosed to me by or on behalf of HRL including, without limitation, trade secrets, know how, samples, techniques, specifications, drawings, designs, design concepts, processes, testing methodologies, financial information, business plans, network usage and content.
- b) I (Recipient) agree to hold in confidence and not to disclose any information I receive from HRL to any other person, firm, or corporation, or use such Proprietary Information except for the Purpose stated hereinabove, without the prior written consent of HRL. I further agree to exercise the same degree of care to guard against disclosure or use of such Proprietary Information, except as hereinabove provided, as I employ with respect to my own proprietary information of like importance.
- c) I agree to promptly notify HRL of any inadvertent unauthorized use or disclosure of Proprietary Information I have received from HRL and to take prompt and effective steps to prevent recurrence of such use or disclosure.
- d) All tangible media of expression wherein HRL's Proprietary Information is fixed, and which have been delivered by HRL to Recipient shall be and remain the property of HRL.
- e) This Agreement shall not, by implication or otherwise, be construed as granting me any right to any HRL Proprietary Information. No license is either granted or implied by the conveying of Proprietary Information to me under any trademark, patent, copyright, mask



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work protection right or any other intellectual property right. None of the Proprietary Information which may be disclosed by HRL shall constitute any representation, warranty, assurance, guarantee or inducement by HRL to me of any kind, and, in particular, with respect to the accuracy, worth or fitness of the Proprietary Information, or with respect

- f) to the non-infringement of trademarks, patents, copyrights, mask work protection rights, or any other intellectual property rights, or other rights of third parties or of either party.
- g) This Agreement shall not, by implication or otherwise, be construed as obligating HRL and me to enter into any further agreements between us or to make any purchase of products or services by either or any commitment by either with respect to the present or future marketing of any product or services.

II. COPYRIGHTS & MASK WORKS

Any copyrightable material (including, but not limited to, computer programs), or material protectable as a mask work under the Semiconductor Chip Protection Act of 1984, which I may originate pursuant to or in connection with the business of HRL or using HRL property, and which are not expressly released by HRL in writing, shall be deemed as a work for hire under 17 USC 101 and shall be the sole and exclusive property of HRL, its successors, assignees or other legal representative.

III. INVENTIONS

With the exception of "EXEMPT" inventions as defined herein, any and all inventions, including patentable or unpatentable developments and discoveries, that I may conceive or first reduce to practice either alone or with others during the period of my Contract and/or Purchase Order with HRL (hereinafter referred to as HRL inventions) shall be the sole and exclusive property of HRL. All such inventions shall be promptly disclosed to HRL in writing. I hereby assign all right, title, and interest worldwide in such inventions to HRL.

I shall, without further compensation or consideration, but at no cost or expense to me:

- a) Communicate to HRL, its successors, assignees or other legal representatives (hereinafter referred to as HRL et al.) any facts known by me respecting said HRL inventions;



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- b) Do all lawful acts, including the execution and delivery of all papers, assignments, and proper oaths and the giving of testimony deemed necessary or desirable by HRL et al., with regard to said HRL inventions, for protecting, obtaining, maintaining and enforcing any and all Letter of Patents in the United States and throughout the world for said HRL inventions, and for perfecting, affirming, recording and maintaining the title of HRL et al.;
- c) Do all acts required or desirable to provide for full title to certain patents and inventions to be in the United States as required by contracts between HRL and the United States or any of its agencies; and
- d) Cooperate to the fullest extent in all matters pertaining to said HRL inventions, developments or discoveries, any and all said Letters Patents and title thereto of HRL et al.

Inventions which I consider to be EXEMPT made solely or jointly with others during the term of my Contract and/or Purchase Order with HRL, shall be first disclosed in confidence to HRL, before any other disclosure to third persons not related to the claimed EXEMPT invention, for the purpose of resolving such issues as may arise.

An EXEMPT invention is one which includes all of the following:

- a) Was developed entirely on my own time without using HRL's equipment, supplies, facilities, or trade secret information; and
- b) Does not relate, at the time of conception or reduction to practice of the invention, to the business of HRL, or to its actual or demonstrably anticipated research or development; and
- c) Does not result from any work performed by me for HRL.

Listed below by descriptive title for purposes of identification only are all the inventions made by me (conceived and reduced to practice) prior to my employment at HRL, whether my property, property of a previous employer or otherwise, and excluded from this Agreement.

I have read, and I understand and agree, to comply with all conditions above without any reservations.



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Signature: _____ Date: _____

Business Name: _____