

This file is a diff between the Sandia-NTESS employment agreement and what is apparently the source document <http://www51.honeywell.com/hrsites/newhire/documents/us/US Internal Non California.pdf>. However, there were so many changes between NTESS and Honeywell that the document became hard to read. So both NTESS and Honeywell were change to [CORPNAME]

~~IP Agreement - US - NON CALIFORNIA - NH Page 1~~ SA 1115 - PIA (7 - 2017) National Technology and Engineering Solutions of ~~7 Revised 10-01-2015 #307518~~

~~Sandia, LLC ([CORPNAME] INTERNATIONAL INC.~~

~~1) Employee Agreement Relating to Trade Secrets, Innovations and Proprietary and Confidential Information~~

In consideration of my employment, continued employment, compensation, and the equipment, materials, facilities and [CORPNAME] ~~Trade Secrets, Innovations and Proprietary and Confidential~~ Information” (as hereinafter defined) supplied to me, I understand and agree that:

1. Records of Inventions. I will keep complete and current written records of all Inventions I Make during the period of time I am employed by [CORPNAME] and promptly disclose all such Inventions in writing to [CORPNAME] for the purpose of adequately determining [CORPNAME]’s rights in each such Invention. I will supplement any such disclosures to the extent [CORPNAME] may request that I do so. If I have any doubt as to whether or not to disclose an Invention to [CORPNAME], I will disclose it.

2. Disclosure of Inventions after Termination. I will promptly and completely disclose in writing to [CORPNAME]’s ~~Law/Legal~~ Department all Inventions which I Make during the one year immediately following the end of my employment by [CORPNAME] which relate either to my work assignment at [CORPNAME] or to [CORPNAME]’s ~~Trade Secrets, Innovations and Proprietary and Confidential~~ Information for the purpose of determining [CORPNAME]’s rights in each such Invention before filing any application for patents on such Inventions. I will not file any patent application relating to any such Invention without the prior written consent of [CORPNAME]’s ~~Law/Legal~~ Department. If I do not prove that I Made the Invention entirely after leaving [CORPNAME]’s employment, the Invention is presumed to have been Made during the period of time I was employed by [CORPNAME]. I acknowledge that the conditions of this paragraph are no greater than is necessary for protecting [CORPNAME]’s ~~and the US Government’s~~ interests in [CORPNAME]’s ~~Trade Secrets, Innovations and Proprietary and Confidential~~ Information ~~and in Inventions~~ to which it is rightfully entitled.

3. Ownership of Inventions. Each and every Invention I Make during the period of time I am employed by [CORPNAME] (a) which relates directly to the business of [CORPNAME] or to [CORPNAME]’s actual or

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demonstrably anticipated research or development, or (b) which results from any work I perform for [CORPNAME] is the sole and exclusive property of [CORPNAME], and I agree to assign and hereby assign my entire right, title and interest in each such Invention to [CORPNAME]. Each Invention I Make during the period of time I am employed by [CORPNAME] for which no equipment, supplies, facilities or [CORPNAME] ~~Trade Secrets, Innovations and Proprietary or Confidential~~ Information was used and which was developed entirely on my own time is my property, unless (a) the Invention relates directly to the business of [CORPNAME] or to [CORPNAME]'s actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by me for [CORPNAME]. If I assert any property right in an Invention I Make during the period of time I am employed by [CORPNAME], I will promptly notify [CORPNAME]'s ~~Law's~~ Legal Department in writing.

4. Cooperation with [CORPNAME]. I will assist and fully cooperate with [CORPNAME] in obtaining, maintaining, and asserting the fullest measure of legal protection, which [CORPNAME] ~~elects~~ or the US Government elect to obtain, maintain or assert for Inventions in which ~~neither~~ has a property right. I will also assist and fully cooperate with [CORPNAME] in defending [CORPNAME] against claims of violation of the intellectual property rights of others. I will be paid my reasonable expenses in assisting, and cooperating with, [CORPNAME]. I will execute any lawful document [CORPNAME] requests me to execute relating to obtaining, maintaining, or asserting legal protection for any said Invention or in defending against claims of the violation of the intellectual property rights of others (including, but not limited to, executing applications, assignments, oaths, declarations, and affidavits) and I will make myself available for interviews, depositions and testimony. In the event that [CORPNAME] is unable, after reasonable effort, to secure my signature on any document or documents needed to apply for or prosecute any patent, copyright, or other right or protection relating to an Invention, for any other reason whatsoever, I hereby irrevocably designate and appoint [CORPNAME] and its duly authorized officers and agents as my agent and attorney-~~in-~~ fact, to act for and on my behalf to execute and file any such application or applications, and to do all other lawfully-~~permitted~~ acts to further the prosecution and issuance of patents, copyrights, or similar protections thereon with the same legal force and effect as if executed by me.

5. Pre-employment Inventions. On Schedule A, which is an integral part of this ~~agreement~~ Agreement, I have completely identified (without disclosing any trade secret, proprietary or other third party's confidential information) every Invention I Made before my employment by [CORPNAME] in which I have an ownership interest and which is not the subject matter of an issued patent or a printed publication at the time I sign this agreement. If I become aware of any projected or actual use of any such Invention by [CORPNAME], I will promptly notify [CORPNAME] in writing of said use. Except as to the Inventions listed on Schedule A or those which are the subject matter of an issued patent or a printed publication at the time I sign this ~~agreement~~ Agreement, I will not assert any rights against [CORPNAME] with respect to any Invention Made before my employment by [CORPNAME].

6. [CORPNAME]'s ~~Trade Secrets, Innovations and Proprietary and Confidential~~ Information. I will never, directly or indirectly, during or after my employment with [CORPNAME], misappropriate, use or disclose [CORPNAME]'s ~~Trade Secrets, Innovations and Proprietary and Confidential~~ Information except in furthering [CORPNAME]'s business nor will I disclose or disseminate at any time [CORPNAME]'s ~~Trade Secrets, Innovations and Proprietary and Confidential~~ Information to

anyone who is not an officer, director, employee, attorney or authorized agent of [CORPNAME] without the prior written consent of [CORPNAME]'s ~~Law~~Legal Department unless the specific item of [CORPNAME]'s ~~Trade Secrets, Innovations and Proprietary and Confidential~~Information: (a) is now in, or hereafter, (through no breach of this ~~agreement~~Agreement) becomes general public knowledge, or (b) prior to my disclosure, dissemination or use, was lawfully acquired by me without any obligation to retain the information in confidence. In this connection, I will not publish any of [CORPNAME]'s ~~Trade Secrets, Innovations and Proprietary and Confidential~~ Information for dissemination outside [CORPNAME] or file any patent application relating to any Invention I Make during the period of time I am employed by [CORPNAME] without the prior written approval of [CORPNAME]'s ~~Law~~Legal Department. I will execute any agreement relating to the protection of [CORPNAME]'s ~~Trade Secrets, Innovations and Proprietary and Confidential~~ Information or such information of any third party whose intellectual property [CORPNAME] is under a legal obligation to protect if [CORPNAME] requests that I do so. I will not engage without the prior written consent of [CORPNAME]'s ~~Law~~Legal Department, either during the period of time I am employed by [CORPNAME] or for a period of two years following my Termination of Employment for any reason, in any activity or employment in the faithful performance of which it could be reasonably anticipated that I would use or disclose [CORPNAME]'s ~~Trade Secrets, Innovations and Proprietary and Confidential~~Information. All documents and tangible things embodying or containing [CORPNAME]'s ~~Trade Secrets, Innovations and Proprietary and Confidential~~ Information are [CORPNAME]'s exclusive property. I have access to them solely for performing the duties of my employment by [CORPNAME]. I will protect the confidentiality of their content and comply with all security policies and procedures, which may, from time to time, be established by [CORPNAME]. I will return all of them and all copies, facsimiles and specimens of them and any other tangible forms of [CORPNAME]'s ~~Trade Secrets, Innovations and Proprietary and Confidential~~ Information in my possession, custody or control to [CORPNAME] before leaving the employment of [CORPNAME].

I understand that I have the right to use or practice any skill or expertise generally associated with my employment but not special or unique to [CORPNAME], but that I do not have the right to use, practice or disclose [CORPNAME]'s ~~Trade Secrets, Innovations and Proprietary and Confidential~~Information for my own benefit or for the benefit of any third party.

7. ~~Trade Secrets, Innovations and Proprietary or Confidential~~Information from Previous Employment. I certify that I have not, and will not, disclose or use during my employment by [CORPNAME], any trade secrets, proprietary or confidential information which I acquired as a result of any previous employment or under a contractual obligation of confidentiality before my employment by [CORPNAME]. I understand that [CORPNAME] has no interest in and will not accept disclosure by me of any trade secrets, proprietary or confidential information, which belongs to a third party. If I am ever placed in a position where I will be required or am given an assignment that will require me to use, directly or indirectly, any trade secrets, proprietary or confidential information of any person, previous employer or any third party, I will promptly inform [CORPNAME]'s ~~Law~~Legal Department and my supervisor before I undertake any activity that would involve the use or disclosure of such information or present the appearance to any such third party that I have used or disclosed such information. If I fail to do so, [CORPNAME] may elect not to indemnify me in the event of litigation and may take such other actions, as it deems appropriate, up to and including termination of my employment.

8. Prior Restrictive Obligation. On Schedule B, which is an integral part of this ~~agreement~~Agreement, I have completely identified all prior obligations (written and oral), which restrict my ability to perform the duties of my employment by [CORPNAME], including all confidentiality agreements and covenants restricting future employment.

9. ~~Nonsolicitation~~Non - solicitation of [CORPNAME] Employees. I acknowledge that [CORPNAME] has invested, and will continue to invest, significant time and money to recruit and retain its employees. Therefore, recognizing that in the course of my employment I have obtained valuable information about [CORPNAME] employees, their respective talents and areas of expertise, I agree that, during my employment and for a period of two years following my Termination of Employment from [CORPNAME] for any reason, I will not directly or indirectly, for my own account or for others, (i) solicit (or assist another in soliciting) for employment or for the performance of services, (ii) offer or cause to be offered employment or other service engagement, or (iii) participate in any manner in the employment or hiring for services of any current or former [CORPNAME] employee with whom I had contact or of whom I became aware in my last two years of [CORPNAME] employment, unless it has been more than 12 months since that individual left [CORPNAME]. Nor will I, for my own account or for others, in any way induce or attempt to induce such individual to leave the employment of [CORPNAME].

10. ~~Nonsolicitation~~Non - solicitation of [CORPNAME] Customers, Suppliers, Business Partners and Vendors. I acknowledge that [CORPNAME] ~~has~~and the US Government have invested and will continue to invest significant time and money for [CORPNAME] to develop valuable, continuing relationships with existing and prospective clients and customers of [CORPNAME]. Therefore, recognizing that in the course of my employment I have obtained ~~and/or will obtain~~ valuable information about [CORPNAME] customers, suppliers, business partners, and/or vendors, and their requirements, I agree that during my employment and for a period of two years following my Termination of Employment from [CORPNAME] for any reason, I will not directly or indirectly, for my own account or for others, (except for or on behalf of the US Government), solicit or assist others in soliciting or attempt to solicit (or assist others in attempting to solicit), (i) any existing clients, customers, suppliers, business partners, and/or vendors of [CORPNAME] with whom I had contact, or of whom I became aware while employed by [CORPNAME] during the two-__ year period prior to my Termination of Employment, or (ii) any prospective clients, customers, suppliers, business partners, and/or vendors of [CORPNAME] with whom I had contact and with whom [CORPNAME] took significant steps to do business during the two-__ year period prior to my Termination of Employment, for the purpose ~~or effect~~ of inducing such existing or prospective clients, customers, suppliers, business partners, and/or vendors to cease doing business or reduce their business with [CORPNAME] or to purchase, lease or utilize products or services that are competitive with, similar to, or that may be used as substitutes for any products or services offered by [CORPNAME].

11. Notice to Future Employers. For the period of two years immediately following the end of my employment by [CORPNAME], I will inform each new employer, prior to accepting employment, of the existence of this agreement and provide that employer with a copy of it. [CORPNAME] has the right to inform any future employer of the existence of this ~~agreement~~Agreement and to provide any future employers with a copy of it.

12. Copyright. As to all works prepared by me which are: (i) within the scope of my employment, or (ii) based upon information I acquired from [CORPNAME] which is not normally made available to the public, or (iii) commissioned by [CORPNAME], but not within my scope of employment, I hereby agree to:

(a) Submit to [CORPNAME]'s ~~Law Department~~ Review and Approval Process and to my supervisor for approval for publication or oral dissemination;

~~(b)~~ Furthermore, I do hereby: (a) Assign all right, title and interest in and to the copyright in all such works to [CORPNAME]; and (b) Waive any claim of moral rights, author's rights, droit moral, or any equivalent rights to the extent necessary or permitted by law.

I hereby release and allow [CORPNAME] to use, for any lawful purpose, any voice reproduction, photograph, or other video likeness of me made in the course of my employment.

13. Acknowledgement of Receipt. I acknowledge that I have received a copy of this ~~agreement~~ Agreement prior to accepting employment, continued employment or other consideration as recited herein and that execution of this ~~agreement~~ Agreement was an express condition of my employment, continued employment or receipt of other consideration recited herein.

14. Effectiveness of Agreement. I acknowledge that the provisions of this ~~agreement~~ Agreement are in addition to, and in no way intended to limit, restrict or narrow any prior or existing agreement with [CORPNAME]. This ~~agreement~~ Agreement does not replace or supersede any prior or existing employment or other agreement with [CORPNAME], but rather, shall be read in conjunction with such prior or existing agreements and shall be interpreted in a manner to provide [CORPNAME] the maximum protection and the most effective and complete assignment of inventions provided by all agreements I have with [CORPNAME]. The terms of this ~~agreement~~ Agreement are to be read consistent with the terms of any other intellectual property, trade secret or confidentiality agreements that I have executed with [CORPNAME]; provided, however, to the extent there is a conflict between/among such agreements, such agreements shall be read in concert and construed as providing the broadest possible protections to [CORPNAME], even if such construction would require provisions of more than one such agreement to be given effect. This ~~agreement~~ Agreement shall be deemed effective as of the first day of my employment or continued National Technology and Engineering Solutions of Sandia, LLC; IP & Proprietary Agreement Issued 2017 employment by [CORPNAME] and shall continue throughout the entire period of time I am employed by [CORPNAME] and my obligations will continue after, and survive, the end of my employment by [CORPNAME].

15. Identity of Future Employer. Upon termination of my employment for any reason, if reasonably requested by [CORPNAME], I shall advise [CORPNAME] of the name and address of my intended future employer.

16. Remedies. I acknowledge that a remedy at law for any breach or threatened breach of the provisions of this Agreement would be inadequate and therefore agree that [CORPNAME] shall be entitled to injunctive relief in case of any such breach or threatened breach. In the event that a court determines that I have breached or threatened to breach this ~~agreement~~ Agreement, I agree to

reimburse [CORPNAME] for all attorneys' fees and costs incurred in enforcing the terms of the agreement. However, nothing contained herein shall be construed as prohibiting [CORPNAME] from pursuing any other remedies available for any such breach or threatened breach against me or my then-current employer which may also include but not be limited to contract damages, lost profits and punitive damages.

17. Successors; Binding Agreement. This ~~agreement~~ Agreement binds my heirs, executors, administrators, legal representatives and assigns and inures to the benefit of [CORPNAME] and its successors and assigns. Only a written amendment executed by both [CORPNAME] and me can modify this ~~agreement~~.

Agreement. **18. Governing Law.** This ~~agreement~~ Agreement shall be governed by and construed in accordance with the laws of the State of New ~~Jersey~~ Mexico without regard to its principles of conflicts of ~~law~~.

laws. **19. Validity.** It is the desire and intent of the parties hereto that the provisions of this ~~agreement~~ Agreement shall be enforced to the fullest extent legally-permissible. Accordingly, if any particular provision(s) of this ~~agreement~~ Agreement shall be adjudicated to be invalid or unenforceable, the court may modify or sever such provision(s), such modification or deletion to apply only with respect to the operation of such provision(s) in the particular jurisdiction in which such adjudication is made. In addition, if any one or more of the provisions contained in this ~~agreement~~ Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. The remaining provisions of this ~~agreement~~ Agreement shall remain in full force and effect.

20. Definitions

(a) "[CORPNAME]" ~~collectively~~ identifies National Technology and Engineering Solutions of Sandia LLC "[CORPNAME] International Inc. (a-]" formed under the laws of Delaware ~~corporation~~ having a place of business ~~at Tabor Road, Morris Plains, Morris County, New Jersey),~~ in Albuquerque, NM operator of Sandia National Laboratories for the US Dept. of Energy under Contract No. DE-NA0003525 and includes its predecessors, ~~designees~~ and successors ~~and its past, present and future operating companies, divisions, subsidiaries, affiliates.~~ (b) "Innovations and ~~other business units, including businesses acquired by purchase of stock, merger or otherwise.~~

(b) "~~Trade Secrets, Proprietary and Confidential~~ Information" means information which is not generally known in the industry in which [CORPNAME] is engaged, which may be disclosed to me or which I may learn, observe, discover or otherwise acquire during, or as a result of, my employment by [CORPNAME] and which includes, without limitation, any information, whether patentable, patented or not, relating to any existing or contemplated products, inventions, services, technology, ideas, concepts, designs, patterns, processes, compounds, formulae, programs, devices, tools, compilations of information, methods, techniques, and including information relating to any research, development, manufacture, purchasing, engineering, know-how, business plans, sales or market methods, methods of doing business, customer lists, customer usages or requirements, or supplier information, which is owned or licensed by [CORPNAME] or held by [CORPNAME] in confidence.

(c) "Invention" includes not only inventions (~~including, but whether or not limited to, copyright works, trademarks, domain names, URLs, keywords, social media account or identification names, business networking/media account or identification names and mask works~~ patentable), but also innovations, improvements, discoveries, ideas and all other forms of intellectual property (including, but not limited to, copyright works and mask works) – whether or not any of the foregoing constitutes trade secret or other confidential information.

(d) "Make" or "Made" when used in relation to Invention includes any one or any combination of (i) conception, (ii) reduction to practice, or (iii) development of an Invention and is without regard to whether I am a sole or joint inventor.

National Technology and Engineering Solutions of Sandia, LLC; IP & Proprietary Agreement Issued 2017 (e) "Termination of Employment" shall be defined as any separation from employment with [CORPNAME] regardless of the reason, including any and all voluntary and involuntary reasons for termination. The termination date for purposes of this Agreement shall be the last day I actively perform services for [CORPNAME].

(f) "Solicit" or "soliciting" includes contacting, communicating with, marketing to, engaging or otherwise interacting with (whether initiated by me or not).

21. Headings Descriptive. The headings of the several paragraphs of this ~~agreement~~ Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of this agreement. I HAVE READ THE [CORPNAME] EMPLOYEE AGREEMENT RELATED TO INNOVATIONS AND PROPRIETARY INFORMATION AND AGREE TO COMPLY WITH ITS TERMS. IF APPLICABLE, I HAVE MADE DISCLOSURES ON SCHEDULE A (PRE-[CORPNAME] INNOVATION(S) DISCLOSURE AND/OR SCHEDULE B (PRE-[CORPNAME] PRIOR OBLIGATIONS).

Employee Name - Printed Date

Employee Signature National Technology and Engineering

Solutions of Sandia, LLC; IP & Proprietary Agreement Issued 2017 **SCHEDULE A** HAVE YOU MADE ANY INVENTIONS BEFORE THE TERM OF YOUR EMPLOYMENT WITH [CORPNAME] (do not include inventions previously submitted to Sandia Corp.), IN WHICH YOU HAVE AN OWNERSHIP INTEREST AND WHICH ARE NOT THE SUBJECT MATTER OF ISSUED PATENTS OR PRINTED PUBLICATIONS? NOTE: Please describe each such Invention without disclosing trade secrets, proprietary or confidential information.