LEASED WORKER INTELLECTUAL PROPERTY AGREEMENT

In consideration of my employment by Adecco (the "Contractor") to perform services under Contract No. 116430 (the "Contract") as a Leased Worker for The Johns Hopkins University Applied Physics Laboratory (JHU/APL) and in order to protect the rights of JHU/APL and its sponsors with regard to *Contract Intellectual Property* (hereinafter defined), I agree as follows:

1. **Definitions.**

   1.1 "*Contract Intellectual Property*" means all inventions, discoveries, technical data, software, know-how, techniques, concepts, ideas and all other information and works of authorship that are developed, made, conceived, first actually reduced to practice or created by Contractor's Leased Workers solely or jointly with APL in the performance of services under the Contract.

   1.2 "*Proprietary Information*" means information owned by JHU/APL, information disclosed to JHU/APL in confidence by the government or other third parties, contractor bid or proposal information, and source selection information. Examples of *Proprietary Information* are provided below in section 5 (**Confidentiality**).

2. **Ownership and Assignment of *Contract Intellectual Property*.** *Contract Intellectual Property* is owned exclusively by JHU/APL. I hereby assign and agree to assign to JHU/APL or its designee, including the appropriate sponsor, upon request and as directed by JHU/APL, all my right, title, and interest in and to all *Contract Intellectual Property*.

3. **Disclosure of *Contract Intellectual Property*.** I agree to promptly disclose all *Contract Intellectual Property* in writing to APL's Office of Patent Counsel using the APL Intellectual Property Disclosure Sheet found at APL Legal's web site on the JHU/APL intranet in such reasonable detail as APL requests.

4. **Cooperation.** I agree to cooperate with JHU/APL or its designee, including the appropriate sponsor, by executing all papers, delivering all documents, and performing all acts deemed necessary by JHU/APL to (a) enable JHU/APL to comply with the provisions of its funding agreements with sponsors, (b) assign to JHU/APL or such designee all my right, title, and interest in and to *Contract Intellectual Property*, and (c) enable JHU/APL or such designee to fully protect *Contract Intellectual Property* throughout the world by patent, copyright, trademark, or otherwise. The costs associated with obtaining such protection shall be borne by JHU/APL. I also agree to cooperate with JHU/APL in enforcing JHU/APL's rights in the *Contract Intellectual Property* at the expense of JHU/APL.

5. **Confidentiality.** I understand that through my employment with the Contractor, I may have access to *Proprietary Information* (whether produced by me or not) and agree not to publish, disclose to third parties, or use for my own or another's benefit, any such information or *Contract Intellectual Property*, whether during or after my employment, except (a) as required for the performance of my duties as a Contractor employee, (b) with JHU/APL's prior written permission, which may be withheld in JHU/APL's sole discretion, or (c) to the extent required by law. Examples of *Proprietary Information* include, but are not limited to, all forms and types of financial and cost, business, personnel, scientific, technical, economic, or engineering information, whether or not trade secrets, contracts, projects, proposals and marketing information, intellectual property disclosures and laboratory notes, patterns, plans, compilations, program devices, formulas, designs, prototypes,

methods, techniques, processes, procedures, practices, computer programs, models or databases, know-how, and circuit layouts, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.

6. **Retention of Records Post Termination.** I agree that upon the termination of my employment with the Contractor for whatever reason, I shall surrender to JHU/APL all *Proprietary Information* and *Contract Intellectual Property* in tangible form that is in my possession, whether prepared by me or others, unless I have first obtained JHU/APL's prior written permission to retain such *Proprietary Information* or *Contract Intellectual Property*, which permission may be withheld in JHU/APL's sole discretion.

Nothing in this agreement prohibits me from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Congress, any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or are made pursuant to the immunity protections for federal and state trade secret laws at 18 U.S.C. § 1833(b). I do not need the prior authorization of Adecco or APL to make any such reports or disclosures and I am not required to notify Adecco or APL that I have made such reports or disclosures.

Leased Worker's Signature	Leased Worker's Name	Date