

# FOR ALL EMPLOYEES ON ASSIGNMENT TO SAIC INTELLECTUAL PROPERTY AGREEMENT

This Agreement made between Innovative Employee Solutions, Inc. (“Agency”), and (Temporary Employee’s Full Name) \_\_\_\_\_ (“Employee”), will be effective as of the first date of employment. For the purposes of this Agreement, “Company” will mean Science Applications International Corporation or any division, subsidiary, Affiliated Company, or any successor in business to any of the foregoing to which Employee may be transferred or by which employee may be engaged. An “Affiliated Company” of Science Applications International Corporation will be a company directly or indirectly controlling, controlled by or under common control with Science Applications International Corporation.

In consideration of Employee’s engagement by Company, and the payment of Employee’s salary or wages by Agency during such engagement, the parties agree as follows:

**1. COVENANT AGAINST DISCLOSURE.** Employee will gain possession of or access to information owned by Company, or entrusted to Company, which is identified as, or which Employee understands (or should reasonably know) is regarded as proprietary, confidential and/or trade secret information (“Proprietary Information”). Proprietary Information may include, but is not limited to, know-how, algorithms, software programs, schematics, source documents, materials, contracts, customers, customer related information, financial information, personnel information, product development, engineering, strategic and tactical plans, sales and marketing plans, and business plans. Employee agrees that he or she shall not, without the prior written consent of Company use, disclose, reproduce, publish or transfer any Proprietary Information or material either during or after his or her engagement.

Employee agrees that all documentation (whether in hard copy or electronic format) relating to the business of Company, whether prepared by Employee or otherwise accessible to him or her and whether or not containing Proprietary Information, shall remain the sole and exclusive property of Company and shall not be removed from Company’s premises under any circumstances whatsoever, at any time during or after engagement, without the prior written consent of Company except as required in discharging Employee’s duties to Company in accordance with standard written procedures established by Company. Employee agrees to immediately return to Company all such material in his or her possession upon request and in any event to promptly return all such material upon termination of engagement.

**2. OBLIGATIONS PERTAINING TO INVENTIONS.** “Company Invention” shall mean any and all inventions, copyrightable works and other protectable intellectual property, including but not limited to any and all computer programs, trade secrets, inventions, concepts, discoveries, improvements, copyrightable materials, processes, manufacturing techniques, formulas, data or know-how, whether or not patentable, trademarks, service marks, domain names, or semiconductor mask works which Employee solely or jointly conceives, creates, makes, has made, actually reduces to practice, discovers, authors, patents, records or registers (collectively “Develops”) at any time during the term of his or her engagement by Company and which: (i) Employee Develops using any time charged to Company or (ii) Employee Develops using any equipment, supplies, facilities, or confidential, proprietary and/or trade secret information (“Items”) of Company, or of any agent, contractor, customer or affiliate of Company, or any other third party to whom Company is contractually obligated, where such Items are disclosed or provided to Employee through his/her relationship with Company, or (iii) relates at the time of conception or constructive or actual reduction to practice to the business of Company’s Business Unit in which Employee works (including but not limited to any work performed by the Business Unit for others), or actual or demonstrably anticipated research or development of such Business Unit, or (iv) results from any work performed by Employee for Company. Employee agrees to create and maintain adequate and current written records of all Company Inventions in the form of notes, sketches, drawings, or reports relating thereto, which records will be and remain the sole property of, and available to, Company at all times. Employee further agrees to fully and promptly disclose to Company the existence of any Company Invention (and agrees that such disclosure requirements persist so long as a Company Invention is or can

be created, including, but not limited to, 6 months time after Employee's engagement ends) and provide a complete record of any such Company Invention including, but not limited to, the foregoing written record.

**3. ASSIGNMENT OF COMPANY INVENTIONS.** Employee agrees to grant and does hereby grant and assign to Company or its nominee his or her entire right, title and interest in and to any and all Company Inventions, together with any and all domestic and foreign intellectual property rights in such Company Inventions, including without limitation all patent and copyright interest, rights of publicity and/or privacy and any moral rights, and the right to sue for infringements which may occur before the effective date of this assignment and to collect and retain damages from any such infringers. In accordance with California Labor Code 2870 (which shall apply to all Employees whether located in California or elsewhere) no provision in this Agreement is intended to require assignment of any intellectual property rights of an Employee in any invention or copyrightable work that is subject to the exclusions afforded by California Labor Code 2870 unless such invention or copyrightable work is subject to the provisions of a contractual agreement between Company and the United States Government requiring intellectual property rights or title be granted to the United States and under which agreement Employee performs work.

**California Labor Code Section 2870. Application of provision that employee shall assign or offer to assign rights in invention to employer**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against public policy of this state and is unenforceable.

**California Labor Code Section 2872. Notification that agreement regarding assignment of invention does not apply to qualified invention under statutory exemption; Burden of proof**

If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

**4. EXECUTION OF DOCUMENTS.** Employee agrees to fully cooperate with Company and its designees, both during and after Employee's engagement in securing the full benefit and protection of Company Inventions, including but not limited to the procurement and maintenance of patents, copyrights and other protections or registrations of Company's rights in Company Inventions, wherever and whenever Company should elect. Employee agrees he or she shall execute all papers and documents and do such other action reasonably requested by Company at any time either during or after Employee's engagement and without additional compensation.

**5. PRIOR INVENTIONS.** Any and all inventions, copyrightable works and other protectable intellectual property, including but not limited to any and all computer programs, trade secrets, inventions, concepts, discoveries, improvements, copyrightable materials, processes, manufacturing techniques, formulas, or know-how, whether or not patentable, trademarks, service marks, domain names or semiconductor mask works which Employee solely or jointly conceived, created, made, had made, discovered, authored,

patented, recorded or registered, prior to the date of this Agreement shall be considered “Prior Inventions” and any and all inventions, copyrightable works and other protectable intellectual property which are not subject to the assignment obligations in Paragraph 3 of this Agreement shall be considered “Outside Inventions.” Employee agrees he or she shall not: a) disclose any of Employee’s Prior Inventions or Outside Inventions to any employee, contractor, agent or customer of Company under any obligation of confidentiality or in any manner in which a license agreement or an offer to enter into a license could be implied, or b) use or incorporate any of the Employee’s Prior Inventions or Outside Inventions into any goods, services, or other work product of Company without prior written approval of the Corporate Legal Department of Company. Employee agrees that all understandings or agreements of any sort in any way relating to the disclosure, use, or incorporation of Employee’s Prior Invention or Outside Invention by Company must be completed and reduced to a signed written agreement (in compliance with Company administrative policies, including Policy SG-1) approved in writing by the Corporate Legal Department of Company in advance of Employee’s facilitating or performing any such disclosure, use or incorporation of Employee’s Prior Invention or Outside Invention. If Employee breaches any of the promises above or otherwise discloses, uses or incorporates any of Employee’s Prior Inventions or Outside Inventions into any goods, services or other work product of Company without the required prior written agreement set forth above, then Employee agrees to grant and hereby grants to Company a perpetual, nonexclusive, royalty-free, fully paid-up, irrevocable, worldwide license, including the right to sub-license others, to exercise all intellectual property rights and rights of publicity and/or privacy in that Employee’s Prior Inventions or Outside Inventions that were the subject of such breach, disclosure, use or incorporation without the required prior written agreement.

**6. PUBLICITY.** Employee agrees to grant and hereby grants to Company, its affiliates, agents, contractors, successors and assigns a perpetual, paid-up, royalty-free, worldwide right and license to use his/her name, nicknames, initials, likeness, photographs, voice, image, biographical information, electronic media depiction, and any words, symbols, or depictions, as well as other identifying attributes that would identify Employee to the public in any and all means, media and formats whatsoever, whether now known or hereafter devised, including without limitation in any and all forms of audio, video, electronic, broadcast, Internet, DVD, CD-ROM, print materials, brochures, press releases, advertising, publicity, promotional and marketing materials and any other material which may be developed during the course of his/her engagement or anytime thereafter (the “Employee Identifying Materials”). Employee agrees that Company has the full and complete right to use, dub, distribute, reproduce, edit, delete, modify, combine, publicly display, publicly perform and/or exhibit any and all Employee Identifying Materials in whole or in part, in any manner, at Company’s discretion both during and after Employee’s engagement. Employee hereby waives any right to inspect or approve any Employee Identifying Materials.

**7. PRIOR EMPLOYMENT.** Employee agrees not to disclose to Company, or use in the course of his or her engagement by Company, any information that constitutes a trade secret of prior employers nor any documentation containing proprietary or confidential information of another or any equipment that may have been obtained by Employee from any other company or individual, including former employers.

**8. NON-SOLICITATION.** Employee agrees that, both while engaged by Company and for one year afterward, Employee will not solicit or attempt to solicit any Company employee to leave his or her employment with Company. Likewise, during that same period, Employee will not solicit or attempt to solicit any Company employee to change the nature or terms of his or her employment with Company or to violate the terms of any agreement or understanding that employee may have with Company. The foregoing obligations apply to both direct and indirect actions on Employee’s part, and applies to actions taken for Employee’s own benefit, as well as to actions intended to benefit any other person, business or entity.

**9. COMPLIANCE NOT CONTINGENT UPON ADDITIONAL CONSIDERATION.**

Employee has not been promised, and agrees he or she shall not claim, any additional or special payment for compliance with the covenants and agreements herein contained.

**10. WAIVER.** No waiver by either party of any breach by the other party of any provision of this Agreement will be deemed or construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

**11. APPLICABILITY TO SUCCESSOR.** This Agreement will be binding upon and pass to the benefit of the successors and assigns of Company and, insofar as the same may be applied thereto, the heirs, legal representatives, and assigns of Employee. This Agreement, being personal to Employee, shall not be assignable by Employee to another.

**12. SUPERSEDES PRIOR AGREEMENTS.** This Agreement contains the entire Agreement between Company and Employee with respect to the subject matter hereof and supersedes the terms of any prior oral or written agreement or understanding between Employee and Company. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges exclusive reliance on his or her own judgment in entering into the Agreement. The parties further acknowledge that any statements or representations that heretofore may have been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with their mutual dealings. Other than the Chief Administrative Officer or the Chief Executive Officer of Company, no other employee, agent or representative of Company is authorized to modify the terms of this Agreement. Furthermore, any modification or amendment made by the Chief Executive Officer of the Company shall become effective only after being memorialized in a writing by the Corporate Legal Department of Company.

**13. TERMINATION.** Employee agrees that when engagement by Company ends (regardless of why), Employee may be asked to execute documentation evidencing compliance with the obligations of this Agreement (including any continuing obligations that may continue in effect after engagement ends).

**14. MISCELLANEOUS.** It is agreed that this Agreement will be interpreted and construed in accordance with the laws of that state where Employee conducts the majority of his or her work for Company. Should any portion of this Agreement be judicially held to be invalid, unenforceable or void, such holding will not have the effect of invalidating the remainder of this Agreement or any other part thereof. The parties hereby agree that the portion so held to be invalid, unenforceable, or void will, if possible, be deemed amended or reduced in scope. Employee agrees that a breach of any of the promises or agreements contained in this Agreement will result in immediate, irreparable and continuing damage to Company for which there is no adequate remedy at law, and Company will be entitled to injunctive relief, a decree for specific performance, and other relief as may be proper, including money damages. In addition to other remedies, Employee agrees that in the event a breach of this Agreement is threatened or takes place, Company shall be entitled to terminate Employee's engagement relationship with the Company without further liability to Employee and to obtain a temporary restraining order and preliminary injunction against Employee to restrain such possible breach until a judicial determination of Company's other remedies and rights can be obtained. Employee agrees and acknowledges he or she is an "at will" employee with Agency; therefore, either Employee or Agency can terminate the employment relationship at any time and for any lawful reason, with or without cause or notice. The subject headings of this Agreement are included for the purposes of convenience only, are not a part of this agreement, and shall not affect the construction or interpretation of any of its provisions.

Employee acknowledges reading and understanding this Agreement and agrees to its terms.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Location where majority of work will be performed: \_\_\_\_\_