

# DRAPER

## Invention, Copyright and Non-Disclosure Agreement (the "Agreement")

Cambridge, Massachusetts

\_\_\_\_\_20\_\_\_\_\_

In consideration of my employment and/or an opportunity to fulfill educational requirements (collectively, "employment"), by The Charles Stark Draper Laboratory, Inc. ("Draper"), I agree to the terms set forth below.

### Inventions and Copyrights

I will disclose to the individuals designated by Draper from time to time, all patentable inventions, mask works, tangible research property, trademarks, and copyrightable works, including software which are created by me in connection with my employment at Draper (collectively, "Inventions"). I hereby assign and agree to assign to Draper (or any person or entity designated by Draper) all of my right, title and interest in and to all Inventions and all related patents, patent applications, copyrights and copyright applications. I agree to cooperate fully with Draper, both during and after my employment with Draper, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Inventions. I agree that if Draper is unable, after reasonable effort, to secure my signature on any papers related to the protection of the Inventions, any officer of Draper shall be entitled to execute any such papers as my agent and the attorney-in-fact, and I hereby irrevocably designate and appoint each executive officer of Draper as my agent and attorney-in-fact to execute any such papers on my behalf, and to take any and all actions as Draper may deem necessary or desirable in order to protect its rights and interests in any Invention, under the conditions described in this sentence.

I recognize that the making of such Inventions and transferring them to Draper is an important part of the work for which I and the other employees of Draper are employed, and I accept employment with this understanding and agree to perform these duties fully in letter and in spirit.

### Proprietary Information

I understand and agree that any and all information which comes to my knowledge through Draper employment that is regarded as proprietary or confidential either by Draper or by a customer, sponsor or other business partner under an agreement between Draper and such customer, sponsor or business partner (collectively, "Proprietary Information"), is and shall be the exclusive property of Draper or such customer, sponsor or business partner. I agree that I will not, either during or after my employment with Draper, disclose any Proprietary Information to any person or entity other than employees and contractors of Draper or use the same for any purpose other than the performance of my duties for Draper without written approval by an officer of Draper, unless and until such Proprietary Information has become public knowledge without my fault.

I further agree that all files, documents, letters, memoranda, reports, records, data, sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible or intangible material containing Proprietary Information, whether created by me or others, which shall come into my possession shall be and are the exclusive property of Draper to be used only in the performance of my duties for Draper. All such materials or copies thereof and all tangible property of Draper in my custody or possession shall be delivered to Draper upon the earlier of (i) a request by Draper or (ii) termination of my employment. After such delivery, I shall not retain any such materials or

copies thereof or any such tangible property without the written permission of an executive officer of Draper.

#### Outside Employment

I understand that my employment by Draper does not permit any job-related employment or consulting for an outside organization, except as permitted by applicable Draper policies.

I acknowledge and represent that this agreement and my employment with Draper will not violate any continuing obligation I have to any former employer or other third party.

#### Non-Solicitation of Employees or Customers

I acknowledge and agree that as an employee of Draper, I have developed or will develop unique relationships with Draper's employees, consultants, customers, sponsors or business partners and I have been or will be provided unique knowledge and training relating to Draper's Proprietary Information. During the term of my employment with Draper and for twelve (12) months following the termination of my employment for any reason, I agree that I will not, either on my own account or in any capacity jointly with or on behalf of any other person or entity, directly or indirectly:

- (i) Solicit, recruit or hire, or attempt to solicit, recruit or hire, for employment any of Draper's employees;
- (ii) Disparage Draper or interfere with the relationship of Draper with any employees, consultants, customers, sponsors or business partners; or
- (iii) Solicit or attempt to solicit any customers, sponsors or business partners of Draper to purchase any products or services similar to products designed, developed, manufactured or sold, or services delivered or provided, by Draper from anyone other than Draper.

I agree that my obligations under this Agreement will continue notwithstanding any changes in my duties, responsibilities, position or title with Draper and that my continued employment with Draper provides adequate and significant consideration for my willingness to sign below.

#### General Provisions

This Agreement will be governed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law. This Agreement may only be amended or modified by mutual written agreement of both parties. I acknowledge and agree that the rights and remedies of both parties hereunder will be in addition to the parties' rights and remedies at law or in equity. Draper's failure to enforce any of its rights under this Agreement will not constitute a waiver of such rights or of any other rights and will not be construed as a waiver or relinquishment of any such provisions, rights or remedies. In case any one or more provisions contained in this Agreement will be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

Witness my hand and seal

Signature\* \_\_\_\_\_  
Name (print): \_\_\_\_\_

Human Resources Acknowledgement: \_\_\_\_\_