

EMPLOYEE INTELLECTUAL PROPERTY AGREEMENT

Form C-100A (8-96)



1. For purposes of this Agreement, the following terms shall have the following meanings:
 - a. "Confidential Information" means information in the possession, ownership or control of the Company or its employees, which relates to, is used or useful in the Company's business, and which the Company wishes to protect against unauthorized use or disclosure. "Confidential Information" includes, but is not limited to, trade secrets, inventions, processes, formulas, computer programs, plans, studies, techniques and business information. "Confidential Information" does not refer to nor does it apply to U.S. Government Security regulations or classification.
 - b. "Developments" means inventions, whether or not patentable, new technology, Confidential Information, computer programs, copyrightable works, mask works, trademarks or other intellectual property.
 - c. "Made" means made, created, conceived, authored, developed or reduced to practice.
 - d. "Company" means Northrop Grumman Corporation and any companies which it owns or controls.
2. I will hold all Confidential Information that has been or may be obtained by me in trust and confidence. I will not use for my own purposes nor disclose to others, either during or after my employment, except as required by the Company, any Confidential Information. I will not disclose to or cause the Company to use Confidential Information of others, unless authorized by the owner.
3. All Developments made by me, alone or jointly with others, whether or not during normal business hours or on Company premises, that are within the scope of the Company's business, which result from or are suggested by any work I or others may do on behalf of the Company, shall be and are the property of the Company. I agree to assign and do hereby assign to the Company all my rights to such Developments in all countries. I agree to promptly disclose to the Company all Developments covered by this Agreement and will, at the request of the Company at any time, including after my termination of employment, cooperate in all lawful acts which may be necessary or desirable in the judgment of the Company to protect for the benefit of the Company all such Developments, including executing any patent application, or any application for registration or assignment relating to any such Development, without charge to the Company.
4. I understand and acknowledge that this Agreement is not intended to require assignment of any of my rights in an invention that I develop entirely on my own time without using the Company'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 Company's business, or actual or demonstrably anticipated research or development of the Company; or (2) result from any work performed by me for the Company. I further understand that the Company has the right to review, in confidence, all inventions I conceive solely or jointly with others during my employment to determine questions of rights to inventions falling within the scope of this Agreement, or to rights of the Government required by contracts between the Company and the U.S. Government.
5. During my employment with the Company, I agree that I will not, without the advance written approval of the Company, engage in any activity which may constitute a conflict with the Company's interests regarding Confidential Information or Developments. Any question whether a particular activity may constitute a conflict of interest shall be resolved by obtaining the Company's written approval before engaging in that activity.
6. All written materials and other tangible objects, including copies, made or compiled by me or made available to me in the course of my employment, shall be the property of the Company and shall be delivered to the Company upon termination of my employment or at any other time upon request.
7. It is understood that the laws of the State of California will govern the interpretation, validity and effect of this Agreement without regard to where signed or performed, except however that California choice of law provisions shall not apply. I acknowledge that irreparable harm may result to the Company should I violate this Agreement and that the Company shall be entitled to any legal or equitable remedy to correct any harm which results from my violation.
8. I acknowledge that I have read and understand this Agreement and that my obligations continue following termination of my employment. I further understand this Agreement constitutes the entire agreement between me and the Company with respect to Developments and Confidential Information and supersedes all prior agreements and understandings relating to such matters. This Agreement may not be modified except by a written agreement signed by me and an officer of the Company.

Employee No. _____

Accepted by Northrop Grumman:

By _____

(Print Name)

(Print Name)

(Signature)

(Signature)

Date _____

Date _____