

# **Contractor Non-Disclosure, Confidentiality and Ownership Agreement**

## **WHEREAS:**

Contractor has been given an assignment to perform work for KUKA Assembly and Test Corp. (KUKA-AT).

In the course of the assignment at KUKA-AT Contractor will have access to information about **KUKA-AT**: its business, customers, vendors, and employees;

This information must be kept strictly confidential by Contractor.

The protection of business information and trade secrets is vital to the interests and the success of **KUKA-AT**. Such confidential information (hereinafter "Information") includes, but is not limited to, the following:

- compensation data
- computer processes, programs and codes
- customer lists and preferences
- financial information
- marketing strategies
- new materials research and developments
- pending projects and proposals
- proprietary production processes
- research and development strategies
- products
- bids
- contracts
- systems

Contractors are required to agree to abide by the terms and provisions of the **KUKA-AT** Policy regarding Information and ownership of proprietary developments as a condition of assignment at **KUKA-AT**.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and **KUKA-AT** agree as follows:

1. Contractor desires to perform contract work at **KUKA-AT**. Contractor acknowledges, however, that this Agreement is not a promise or a contract for employment by **KUKA-AT**.
2. By virtue of Contractor's assignment at **KUKA-AT**, Contractor will have access to Information and other trade secrets, confidential business and technical information and know-how not generally known to the public, acquired or produced by Contractor in connection with the assignment at **KUKA-AT**, including without limitation, information on **KUKA-AT** organizations, staffing, finance, information

on employee performance, compensation of others, research and development, manufacturing and marketing, and information **KUKA-AT** receives from others under an obligation of confidentiality. Contractor agrees:

- a. to use such information only in the performance of Contractor's assignment at **KUKA-AT**;
  - b. to hold such information in confidence and trust; and
  - c. to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after Contractor's assignment with **KUKA-AT**.
3. Contractor agrees that with regard to any inventions and discoveries (whether or not patentable), designs, works of authorship, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by Contractor alone or with others while Contractor is assigned to **KUKA-AT** that relate to the research and development or the business of **KUKA-AT**, or that result from work performed by Contractor for **KUKA-AT** shall be considered works for hire, paid by **KUKA-AT** and shall be the sole and exclusive property of **KUKA-AT**. Further, with regard to such Proprietary Developments Contractor agrees:
- a. to disclose them promptly to **KUKA-AT**;
  - b. to assign them to **KUKA-AT**; and
  - c. to execute all documents and cooperate with **KUKA-AT** in all necessary activities to obtain patent, copyright, and/or trade secret protection in all countries (**KUKA-AT** to pay all associated expenses).

In compliance with prevailing provisions of relevant state statutes, this Agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of **KUKA-AT** was used and which was developed entirely on the Contractor's own time, unless (a) the invention relates (i) to the business of **KUKA-AT** or (ii) to **KUKA-AT**'s actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the Contractor for **KUKA-AT**.

4. Contractor agrees to honor any valid disclosure or use restrictions on confidential information known to Contractor and received from any former employers or any other parties prior to Contractor's assignment to **KUKA-AT**, and Contractor agrees not to bring onto the premises of **KUKA-AT** any such information in whatever physical form without prior written consent of such other employers or other parties.
5. The product of all work performed by Contractor during and within the scope of Contractor's assignment at **KUKA-AT**, including without limitation, reports, drawings, computer programs, devices and models, will be the property of **KUKA-AT**; and **KUKA-AT** will have the sole right to use, sell, license, publish or otherwise transfer rights in such a work product. Contractor will not remove any **KUKA-AT** property from **KUKA-AT** premises without **KUKA-AT**'s permission.

6. Contractor agrees not to disrupt, damage or interfere with the operation or business of **KUKA-AT** by soliciting or recruiting its employees for Contractor or any third party during Contractor's assignment at **KUKA-AT** and for a period of two (2) years after termination of Contractor's assignment at **KUKA-AT**.
7. Upon termination of Contractor's assignment with **KUKA-AT**, Contractor must return all **KUKA-AT** property to **KUKA-AT** unless **KUKA-AT**'s written permission to keep it is obtained.
8. Should Contractor improperly use or disclose Information or other trade secrets or confidential business information will be subject to immediate termination of the assignment as well as legal action, even if the Contractor does not actually benefit from the disclosed information.
9. If Contractor is uncertain about whether information is confidential (Information as defined above), Contractor must first discuss directly with the Department of Human Resources before discussing or disclosing it with anyone.
10. The provisions of this Agreement will be separately construed under and in accordance with the laws of the State of Michigan, without regard to its conflict of laws provisions. If any term or provision of this Agreement is held to be unenforceable or invalid, the remaining provisions will not be affected thereby and shall remain in full force and effect.