

Hanford Mission Integration Solutions (HMIS)
SUBCONTRACT INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Agreement is made by and between Hanford Mission Integration Solutions, having a place of business at the Hanford Site in Richland, Washington (*hereinafter referred to as HMIS*), and

_____, working as a subcontractor to HMIS.

INTELLECTUAL PROPERTY

- A. For the purposes of this Agreement, the following words shall have the following meaning:
"Developments" means all inventions whether or not patentable, sensitive information, computer programs, copyrights, trademarks, or other intellectual property, made, conceived, or authored by me, alone or jointly with others, while supporting HMIS, whether or not during normal business hours, or on HMIS premises, that are within the existing or contemplated scope of HMIS's business at the time such developments are made or which result from any work I or others may do for or on behalf of HMIS.
- B. I understand that no provision in the Agreement is intended to require assignment of any of my rights in an invention for which I can prove no equipment, supplies, facilities, or trade secret information of HMIS was used and was developed entirely on my own time; and which I can prove, (1) relates neither to the business of HMIS or to the actual or demonstrably anticipated research or development of HMIS; or (2) does not result from any work performed by me for HMIS.
To the extent with applicable state law, the provisions of the preceding paragraph do not apply to an invention which is required to be assigned by HMIS to the United States Government.
- C. I will not disclose to or induce HMIS to use sensitive information or trade secrets of others.
- D. All developments are the property of HMIS and I hereby assign to HMIS all my rights to such development in all countries.
- E. In addition to other rights or remedies HMIS may have, HMIS shall have a perpetual, royalty-free, non-exclusive license to fully utilize for any purpose all inventions, computer programs, copyrights made, conceived, or authored by me, alone or jointly with others, within one year of completion of my support to HMIS, related to work I performed during my support to HMIS and which utilized sensitive information.
- F. I will promptly submit to HMIS written disclosure of all inventions, whether or not patentable, which are made or conceived by me, alone or jointly with others, while I supported HMIS.
- G. Upon request by HMIS at any time during my support to HMIS and thereafter I will:
- i. Submit to HMIS written disclosures of all intellectual property made, conceived, or authored by me, alone or jointly with others, while supporting HMIS, and
 - ii. Provide proper assistance and execute all papers deemed by HMIS to be necessary to preserve legal protection for all developments without charge to HMIS, but at the expense of HMIS.
- H. All written materials and other tangible objects, including copies, made or compiled by me or made available to me in the course of my support, shall be the property of HMIS and shall be delivered to HMIS upon completion of my subcontract or at any other time upon request.
- I. I hereby waive any claim for award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, with respect to any development made or conceived in the course of or under any contract with any agency of the United States Government.
- J. In order to ensure compliance with the HMIS's contractual obligations to the United States Department of Energy (*hereinafter referred to as "DOE"*), and with HMIS's conflict of interest procedures, I agree as a condition of my subcontract with HMIS that I shall not undertake or continue in any consultant or other comparable support services without first disclosing such proposed services to HMIS and obtaining HMIS's written approval. The term "consultant or other comparable employment services" as used in this paragraph shall mean those services performed for another DOE contractor in the same or related energy field or another organization which entail the rendering of expert or professional advice and which are likely to conflict with the activities or interest of HMIS or DOE.

Hanford Mission Integration Solutions (HMIS)
SUBCONTRACT INTELLECTUAL PROPERTY AGREEMENT (Continued)

GENERAL PROVISIONS

- A. The law of the State of Washington will govern the interpretation, validity, and effect of this Agreement without regard to its place of execution or its place of performance. Should I violate this Agreement, inadvertently or otherwise, I acknowledge that irreparable harm will result to HMIS and that HMIS shall be entitled to any remedy, legal or equitable, to correct any harm which results from such violation.
- B. This agreement may not be superseded, amended, or modified, except by a written agreement signed by me and HMIS.
- C. If any provision of this Agreement is held to be unenforceable for any reason, it shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible. If HMIS decides not to exercise any of its rights under this Agreement or to take no action against any violations, such decision shall not affect the exercise of such right to taking of any action at another time.
- D. There is no other agreement or restriction which prevents the performance of my support under this Agreement.

I acknowledge that I have read and that I understand this Agreement. I understand that to the extent applicable it remains in effect following my subcontract with HMIS. I also understand this Agreement is legally binding upon me and it may be transferred by HMIS to any of its successors or assignees.

Agreed and Accepted:

(Subcontractor Personnel)

Signature / Date