



Agreement Regarding Confidential Information, Intellectual Property, and Other Matters

In consideration of my employment or my continued employment by International Business Machines Corporation or one of its subsidiaries (collectively, "IBM"), which I acknowledge is employment at will, and the payment to me of a salary or other compensation during my employment, I agree as follows:

1. I will not, without IBM's prior written permission, disclose to anyone outside of IBM or use in other than IBM's business, either during or after my employment, any confidential information or material of IBM, or any information or material received in confidence from third parties, such as suppliers or customers, by IBM. If I leave the employ of IBM, I will return to IBM all property in my possession belonging to IBM or received from any third party by IBM, whether or not containing confidential information, including, but not limited to, diskettes and other storage media, drawings, notebooks, reports, and other documents.

Confidential information or material of IBM is any information or material: (a) generated or collected by or utilized in the operations of IBM, received from any third party, or suggested by or resulting from any task assigned to me or work performed by me for or on behalf of IBM, and (b) which has not been made available generally to the public, whether or not expressed in a document or other medium and whether or not marked "IBM Confidential" or with any similar legend of IBM or any third party. Confidential information or material may include, but is not limited to, information and material related to past, present and future development, manufacturing activities, or personnel matters; marketing and business plans; technical specifications, drawings, and designs; prototypes; computer programs; and databases.

2. I will not disclose to IBM, use in its business, or cause it to use, any information or material which is confidential to any third party unless authorized by IBM. In addition, I will not incorporate into any product used and/or sold by IBM, any copyrighted materials of any third party, unless authorized by IBM.
3. I will comply, and do all things necessary for IBM to comply, (a) with the laws and regulations of all governments under which IBM does business, (b) with provisions of contracts between any such government or its contractors and IBM that relate to intellectual property or to the safeguarding of information, and (c) with all of the IBM Business Conduct Guidelines as amended from time to time.
4. I hereby assign to IBM my entire right, title, and interest in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, and the like (all hereinafter called "Developments"), hereafter made, conceived, written, or otherwise created solely or jointly by me, whether or not such Developments are patentable, subject to copyright protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of IBM or its subsidiaries or (b) are suggested by or result from any task assigned to me or work performed by me for or on behalf of IBM or its subsidiaries.

In the case of any "other works of authorship", such assignment shall be limited to those works of authorship which meet both conditions (a) and (b) above.

California Notice: For Developments subject to California law, notwithstanding anything above to the contrary, I understand that this assignment does not apply to a Development which qualifies fully under the provisions of Section 2870 of the California Labor Code.

The above provisions concerning assignment of Developments apply to Developments created while I am employed by IBM in an executive, managerial, professional, product or technical planning, technical, research, programming, or engineering capacity (including development, product, manufacturing, systems, applied science, and field engineering).

Excluded are any Developments that I cannot assign to IBM because of prior agreement with _____

which is effective until _____ (Give name and date or write "none").

I acknowledge that the copyright and any other intellectual property right in designs, computer programs and related documentation, and other works of authorship, created within the scope of my employment, belong to IBM by operation of law.

5. In connection with any of the Developments assigned by Paragraph 4: (a) I will promptly disclose them in writing to the IBM Intellectual Property Law Department; and (b) I will, on IBM's request, promptly execute a specific assignment of title to IBM or its designee, and do anything else reasonably necessary to enable IBM or such designee to secure a patent, copyright or other form of protection therefor in the United States and in other countries. In addition, I agree to promptly notify the IBM Intellectual Property Law Department in writing of any patent or patent application in which I am an inventor but which is not assigned by Paragraph 4 and which discloses or claims any Development made, conceived, or written while I am employed by IBM.
6. IBM and its licensees, successors, or assigns (direct or indirect) are not required to designate me as an author of any Development which is subject to Paragraph 4, when it is distributed, publicly or otherwise, or to secure my permission to change or otherwise alter its integrity. I hereby waive and release, to the extent permitted by law, all rights in and to such designation and any rights I may have concerning modifications of such Developments.

I understand that any rights, waivers, releases, and assignments herein granted and made by me are freely assignable by IBM and are for the benefit of IBM and its subsidiaries, licensees, successors, and assigns.

7. I have identified all Developments not assigned by Paragraph 4 in which I have any right, title, or interest, and which were previously made or conceived solely or jointly by me, or written wholly or in part by me, but neither published nor filed in any patent office.

If I do not have any to identify, I have written "none" on this line: _____

8. The term "subsidiaries", as used in this Agreement, includes any entity owned or controlled, directly or indirectly, by International Business Machines Corporation.

9. The term "employment at will", as used in this Agreement, means the employment at the mutual consent of both me and IBM. Accordingly, either IBM or I can terminate the employment relationship at will, at any time, with or without cause or advance notice.

10. This Agreement supersedes all previous oral or written communications, representations, understandings, undertakings, or agreements relating to the subject matter hereof. Any waiver of a term in this Agreement and any amendment to this Agreement may only be made in a writing signed by the Senior Vice President of Human Resources for International Business Machines Corporation and myself.

11. This Agreement shall be governed by the laws of the State of New York, as if it had been executed and fully performed within such state. If any provision of this Agreement is unenforceable at law, the remainder shall remain in effect.

12. I recognize that any violation of my obligations described herein can result in disciplinary action, including dismissal from IBM.

My Agreement, and my acknowledgment of receipt of a copy of this Agreement, are indicated by my signature below.

_____ Employee's Full Name (please print)	_____ Employee's Signature	_____ Employee Serial	_____ Date
_____ Employee's Manager / IBM Rep. (please print)	_____ IBM Signature	_____ Date	

(If you have entered "none" in Paragraph 7, do not fill in this section.)

The following are Developments not covered by Paragraph 4, in which I have any right, title, or interest, and which were previously conceived or written either wholly or in part by me, but neither published nor filed in any Patent Office:

Description of Documents (if applicable):

Title on Document	Date on Document	Name of Witness on Document
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: _____

Employee's Full Name

Date: _____

(It is in your interest to establish that any of the above were made, conceived, or written before your employment by IBM. You should not disclose them in detail, but identify them only by the titles and dates of documents describing them. If you wish to interest IBM in any of them, you may contact the Intellectual Property and Licensing Department at Corporate Headquarters, which will provide you with instructions for submitting them to IBM.)