



EMPLOYEE AGREEMENT REGARDING INTELLECTUAL PROPERTY

In consideration of my employment by Alcatel Lucent or any of its affiliates (hereinafter "Alcatel-Lucent"), my continued employment for as long as such employment continues, and the opportunity to use or receive Alcatel-Lucent material, private or proprietary information, or facilities, and my receipt of other good and valuable consideration:

A. I hereby assign and agree to assign to Alcatel-Lucent all my right, title, and interest in and to all inventions, discoveries, improvements, ideas, computer or other apparatus programs and related documentation, trademarks, trade names, domain names, other works of authorship and any other intellectual property (collectively "Intellectual Property"), whether or not patentable, copyrightable, or subject to other forms of protection, made, created, developed, written, or conceived by me during the period of my employment, and within six (6) months after my termination of employment (during which period Intellectual Property shall be presumed to have been made or conceived by me within the period of my employment at Alcatel-Lucent), whether during or outside of regular working hours, either solely or jointly with another, in whole or in part.

1. in the course of my employment, or
2. relating to the actual or anticipated business or research or development of Alcatel-Lucent, or
3. with the use of Alcatel-Lucent's time, material, private or proprietary information, or facilities.

B. I will, without charge to Alcatel-Lucent but at its expense, execute a specific assignment of title to Alcatel-Lucent and do anything else reasonably necessary to enable Alcatel-Lucent to secure a patent, copyright, or other form of protection for such Intellectual Property anywhere in the world. I acknowledge that all original works of authorship made by me (or jointly with others) during my employment are "works made for hire" under the applicable copyright act and will belong to Alcatel-Lucent. I also agree to waive and agree not to assert any artist's or moral rights that I may have in any Intellectual Property under this Agreement. I will promptly and fully disclose to Alcatel-Lucent management all Intellectual Property made or conceived during my employment, and agree to assist Alcatel-Lucent in every necessary way to obtain and enforce its rights in the Intellectual Property.

C. I agree that I will keep in confidence and will not, except as required in the conduct of Alcatel-Lucent's business or as authorized in writing by Alcatel-Lucent, publish, disclose or use, during and after the period of my employment, any private or proprietary information of Alcatel-Lucent or of others (for which Alcatel-Lucent has undertaken an obligation of confidentiality) which I may in any way acquire, learn, develop, or create by reason of my employment. However, my own personnel information which Alcatel-Lucent may from time to time provide to me shall not be subject to this restriction. I agree not to disclose or utilize during my employment any private or proprietary information of others (including former employers) without proper authorization.

D. During the period of my employment with Alcatel-Lucent and for one year thereafter, to the extent permitted by applicable law, I will not, except as may be required in the performance of my duties for Alcatel-Lucent, directly or indirectly, alone or as a partner, officer, employee, consultant or stockholder of an entity either (a) solicit, hire or encourage, directly or indirectly, any Alcatel-Lucent employee to terminate his or her employment with Alcatel-Lucent, or (b) solicit, interfere with, endeavor to divert away from Alcatel-Lucent any person or entity (1) who is

or was a customer or client, or a potential customer or client, of Alcatel-Lucent and (2) with whom I had contact during the course or my employment at Alcatel-Lucent or about whom I became familiar with because of Alcatel-Lucent's sales, marketing, or bid strategy, products/services offerings, pricing, or cost structure.

E. I acknowledge that should I leave Alcatel-Lucent for a similar position with another employer to work on products or services similar to those I have worked on at Alcatel-Lucent, such work on such similar products or services would create an increased risk that I would use or disclose Alcatel-Lucent's Intellectual Property.

F. I consent to Alcatel-Lucent, or third parties acting on its behalf, processing my personal information, as appropriate and necessary in its operations, in accordance with Alcatel-Lucent's privacy policies. I agree that Alcatel-Lucent may provide a copy of this Agreement to any prospective future employer of mine.

G. I agree that, upon my separation from Alcatel-Lucent for any reason, I will promptly deliver to designated representatives of Alcatel-Lucent all tangible and intangible property belonging to Alcatel-Lucent.

H. I agree that this Agreement does not constitute a contract of employment, nor does it confer on me any rights by license or otherwise in any Intellectual Property to which I may have access.

I. This Agreement shall be interpreted in accordance with laws of the State of New Jersey, without regard to its conflicts of laws rules (or if I am employed at an Alcatel-Lucent facility outside of the United States of America then the applicable laws for such jurisdiction shall apply).

This Agreement sets forth the entire understanding of the subject matter and merges all prior discussions with Alcatel-Lucent and me. It is made for the benefit of Alcatel-Lucent and may be assigned to any affiliate, successor or assign. If any term herein is held invalid or unenforceable by a court of law, then the remainder of this Agreement, or the application of such term other than that that as to which it is held invalid or unenforceable, shall not be affected thereby and the remaining terms herein shall continue to be valid and enforceable, and I consent to enforcement of such terms to the fullest extent permitted by law. I acknowledge that I have been afforded the opportunity to consult independent legal counsel prior to signing this Agreement and/or prior to disclosing Intellectual Property to Alcatel-Lucent.

Employee Signature

Employee Name (Print)

Date

Alcatel-Lucent BGP/PG

Work Location

Alcatel-Lucent Unit/Department

Work Location

Response Due Only

Team Number _____

Teams submit a copy of the completed and signed Agreement within three (3) business days of receipt to the Academic Center (submitting team by scanning the entire Agreement and emailing to the Coordinating Team at academiccenter@unh.edu).

Team please read the original completed and signed Agreement to:

Academic Center
100C SDS, 801 College Ave
801 State Drive
Durham, New Hampshire 03824