



PROPRIETARY INFORMATION, INVENTIONS AND NON-SOLICITATION AGREEMENT FOR CONTINGENT WORKERS

I recognize that CIENA Corporation, a Delaware corporation, together with its subsidiaries and affiliates (collectively, the "Company"), is engaged in the design, manufacture, marketing and sale of networking solutions and is engaged in a continuous program of research, development and production respecting its business, present and future.

I confirm that I work for _____ (the "Contingent Worker"), and I understand and agree that:

A. As part of my duties and responsibilities in connection with my consulting association with the Company on behalf of the Contingent Worker, I may be exposed to information considered by the Company as trade secrets and/or confidential and proprietary, and may make new contributions and inventions of value to the Company;

B. My consulting association with the Company creates a relationship of confidence and trust between me and the Company with respect to any information applicable to the business of the Company, including, without limitation, the business of any client, customer or supplier of the Company.

C. The Company possesses and will continue to possess information that has been created, discovered or developed by, or otherwise become known to the Company (including without limitation information created, discovered, developed, or made known by me during the period of or arising out of my consulting association with the Company) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is or may become engaged. All of the aforementioned information is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, structures, formulae, data and know-how, improvements, inventions, product concepts, techniques, marketing plans, strategies, forecasts, customer lists and information about the Company's employees and/or Contingent Workers (including without limitation the compensation, job responsibility and job performance of such employees and/or Contingent Workers). The Company considers its Proprietary Information including its trade secrets as extremely valuable assets and has taken and will continue to take all necessary steps to maintain the confidential nature of such information, and I agree to keep such Proprietary Information confidential.

D. As used herein, the period of my consulting association includes any time in which I may be retained by the Company on behalf of the Contingent Worker.

In consideration of my consulting association with the Company, any continued association and other good and valuable consideration, receipt of which is hereby acknowledged, as the case may be, and the compensation received by me from the Contingent Worker from time to time for work performed for the Company on behalf of the Contingent Worker, I hereby agree as follows:

1. Ownership of Proprietary Information. All Proprietary Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, trade secrets and other rights in connection therewith, including but not limited to the right to make application for statutory protection. I hereby assign and agree to assign to the Company any rights, title and interest I may have or acquire in such Proprietary Information during the course of my consulting association with the Company. At all times, both during my consulting association with the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as a Contingent Worker with the Company and only for the benefit of the Company. For purposes of this Agreement "during the course of my consulting association with the Company" shall commence on the first day of my consulting association with the Company and shall include, without limitation, all time spent, (i) in the course of my consulting association, whether during or after the regular business hours, (ii) relating to the actual or anticipated business or research or development of the Company, or (iii) with the use of the Company's time, material, private or proprietary information or facilities.

2. Delivery of Documents and Data. In the event of the termination of my consulting association by me or by the Company for any reason, I will deliver to the Company all documents and data of any nature pertaining to my work with the Company, and I will not take with me or deliver to anyone else any documents or data of any description or any reproduction of any description containing or pertaining to any Proprietary Information.

3. Disclosure of Inventions. I will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my consulting association (whether or not during normal working hours) that are related to or useful in the actual or anticipated business of the Company, or result from tasks assigned me by the Company or result from use of premises or equipment owned, leased, or contracted for by the Company (all said improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, data, patent applications, continuation applications, continuation-in-part applications, file wrapper continuation applications and divisional applications shall be collectively hereinafter called "Inventions").

4. Assignment of and Assistance on Inventions.

(a) I hereby agree to assign to the Company any worldwide rights, title or interest in all Inventions, whether or not registrable, patentable, copyrightable, or subject to any form of protection, made, created developed, written or conceived by me (solely or jointly) in whole or in part during the course of my consulting association with the Company that are related to or useful in the actual or anticipated business of the Company, or result from tasks assigned me by the Company or result from use of premises or equipment owned, leased, or contracted for by the Company. I further agree that all Inventions created during the course of my consulting association with the Company shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights on said Inventions in any and all countries, and to that end I will execute all documents necessary:

- (i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
- (ii) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection.

(b) In the event the Company is unable, after reasonable effort, to secure my signature on any patent, copyright or other analogous protection relating to an Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by me. My obligation to assist the Company in obtaining and enforcing patents and copyrights for such Inventions in any and all countries shall continue beyond the termination of my consulting association, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

(c) I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my consulting association and which are protectable by copyright are being created at the instance of the Company and are "works made for hire," as that term is defined in the United States Copyright Act (17 USCA, Section 101) and/or are created "in the course of employment" within the meaning of the Canadian Copyright Act (Section 13(3)). If such laws are inapplicable or in the event that such works, or any part thereof, are determined by a court of competent jurisdiction not to be a work made for hire under the United States copyright laws or works made in the course of employment under Canadian copyright laws, this agreement shall operate as an irrevocable and unconditional assignment by me to the Company of all of my right, title and interest (including, without limitation all rights in and to the copyrights throughout the world, including the right to prepare derivative works and the right to all renewals and extensions) in the works in perpetuity.

5. No Breach of Duty. I represent that my performance of all the terms of this Agreement and as a Contingent Worker for the Company does not, and to the best of my present knowledge and belief will not, breach any agreement or duty to keep in confidence proprietary information acquired by me in confidence or in trust prior to my consulting association with the Company. I have not entered into, and I agree I will not enter into, any agreement, either written or oral, in conflict herewith. I am not at the present time restricted from serving as a Contingent Worker to the Company or entering into this Agreement.

6. Use of Third Party Intellectual Property. I understand and agree that during the term of my consulting association with the Company, I have not brought and will not bring with me to the Company or use in the performance of my consulting association with the Company any materials or documents that are not generally available to the public, unless I have obtained written authorization for their possession and use. I further represent that I have obtained prior to the effective date of my consulting for the Company written authorization for the possession and use of all such material and documents in my position as a Contingent Worker for the Company.

I also understand that, in my consulting association with the Company, I am not to breach any obligation of confidentiality or duty that I have to former employers or clients, and I agree that I shall fulfill all such obligations during my consulting association with the Company.

7. Non-Solicitation. During the term of my consulting association with the Company and for a period of twelve (12) months thereafter, I shall not, directly or indirectly, without the prior written consent of the Company (i) solicit or induce any employee of the Company to leave the employ of the Company, (ii) hire for any purpose any employee of the Company or any employee who has left the employment of the Company within twelve months of the termination of said employee's employment with the Company, (iii) solicit business of the same or similar type being carried on by the Company from any person known by me to be a customer of the Company, whether or not I had personal contact with such person, (iv) interfere with the Company's relationship with any person, including any person who was an employee, Contingent Worker, supplier or customer of the Company, or (v) disparage the Company or any of its shareholders, directors, officers, employees or agents.

8. No Employment Agreement. I agree that I am an independent Contingent Worker and not an employee, agent or partner of the Company. I further agree that the Company is not by reason of this Agreement obligated to hire me or to offer me employment.

9. Remedies for Breach. I agree that any breach of this Agreement by me would cause irreparable damage to the Company and that, in the event of such breach, the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent or redress the violation of my obligations hereunder.

10. Severability. If any provision hereof shall be declared unenforceable for any reason, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement. Further, such provision shall be reformed and construed to the extent permitted by law so that it would be valid, legal and enforceable to the maximum extent possible.

11. Effective Date. This Agreement shall be effective as of the first day of my consulting association with the Company.

12. Assignability. This Agreement shall be binding upon me, my heirs, executors, assigns, and administrators, shall inure to the benefit of the Company, its successors, and assigns, and shall survive the termination of my consulting association with the Company, regardless of the manner of such termination.

13. Applicable Law. This Agreement shall in all respects be governed by, construed and enforced in accordance with the internal laws of the State of Maryland, without regard to principles of conflict of law.

Dated: _____

(Signature)

(Print or type name)

Accepted and Agreed:

CIENA CORPORATION

By: _____
Title: _____