



## Secrecy and Inventions Agreement

### To be filled by vendor resources before On-boarding NBCU engagements

All Contractor and Subcontractor personnel who are assigned to perform work, services or tasks for the Company are required to sign the following Agreement.

Dear \_\_\_\_\_:

*Full Name (EMP No)*

You have been assigned by \_\_\_\_\_ (“Contractor”) to perform contract services for NBCUniversal or an affiliate or subsidiary of the foregoing (individually and collectively, the “Company”). As a condition of Contractor’s engagement by Company, it is a requirement that you agree (i) to hold in confidence information that you learn about the Company as a result of your work, and (ii) that the results of your work will be owned by the Company.

This Agreement is for the benefit of the Company.

1. Conflict of Interest. You warrant that your work with the Company will not in any way conflict with any obligations you may have in favor of prior or other employers or in favor of other persons or entities. You further warrant that, during the time you are providing services to the Company, you will refrain from any other activities that would present a conflict of interest with your work on behalf of the Company.
2. Secrecy. You agree to hold in confidence all proprietary and confidential information that you obtain from, or as a result of your work for the Company, or that you develop for the Company, and you agree not to use for your own benefit or for the benefit of others, or disclose to others, at any time during or after termination of your work for the Company, such information without the prior written consent of the Company. You also agree that you will not knowingly disclose to the Company any information that is the secret, confidential, or proprietary information of any other person or entity. Confidential information includes, but is not limited to, all non-public information furnished or made available to you orally or in writing in connection with your work for the Company or developed by you, such as data, ideas, concepts, procedures, agreements, deliverables, notes, summaries, reports, analyses, compilations, studies, lists, charts, surveys and other materials, both written and oral, in whatever form maintained concerning the business of the Company or the Company’s customers and/or vendors. Confidential information also includes any personal data you may be furnished with or exposed to in the performance of your work for the Company. Confidential information excludes all information and materials that are or become publicly available through means other than through the violation of an obligation of confidentiality to the Company or any other party. Your obligation of confidentiality shall continue in effect (a) for seven years following the date you last provided services to the Company with respect to all confidential information that is not a trade secret, (b) for as long as such confidential information remains a trade secret under applicable law, with respect to confidential information that is a trade secret, and (c) in perpetuity with respect to all personal or customer data.
3. Inventions. You agree that any work product that you produce in providing services to the Company and any inventions, developments, suggestions, ideas, innovations, concepts or reports conceived, created, developed or discovered by you as a part or a result of your to the Company (a “Development”) shall be the sole property of, the Company. You agree to promptly notify the Company of any

development, and, if deemed necessary or desirable by the Company, you agree to execute any documents provided by the Company to convey or perfect ownership in any such Development in the Company or its designee, including an assignment in the form attached to this agreement or as otherwise provided. You agree to cooperate with the Company, at the Company's expense, in obtaining, maintaining or sustaining patents or other intellectual property protection anywhere in the world with respect to any such Developments. Should any such Developments be the result of combined efforts with, or the invention of, any person or persons, other than yourself, you will so inform the Company of this at the time you notify the Company of the Development. Your obligations under this letter will survive any termination of your agreement with the Company and any expiration or termination of any Task Order or other agreement with the Company under which you are performing services.

4. Copyrights. You agree that all copyrightable material that results from services performed by you for the Company shall belong exclusively to the Company. If by operation of law any such copyrightable materials are deemed not to be works made for hire, then you hereby assign, and agree to assign in the future, to the Company the ownership of such materials and the copyrights for the same. The Company may obtain and hold in its own name copyrights, registrations, and other protection that may be available with respect to such copyrightable material, and you agree to provide the Company any assistance required to perfect such protection. **You also agree to waive any "artist's rights", "moral rights", or other similar rights you might otherwise have in any copyrightable materials you develop during the term of this Agreement. To the extent you cannot effectively waive such rights, you agree not to seek to enforce such rights against the Company or any purchaser or licensee of such materials from the Company.**
5. Employer-employee Relationship. In furnishing services to the Company under any Task Order or other agreement between the Company and Contractor, you will not be an employee of the Company and will not by reason of this agreement or the performance of your services be entitled to participate in or receive any benefit or right under any of it's the Company's employee benefit or welfare plans, including, without limitation, employee insurance, pension, savings and stock bonus, and savings and security plans.
6. Governing Law. This agreement, its validity, performance, construction and effect shall be governed by the laws of the State of New York, United States of America, excluding its conflict of laws rules. The laws of the United States of America shall govern issues involving the creation, protection, or exercise of rights in Intellectual Property.

If the foregoing terms are acceptable to you as a condition for performing services for the Company, please indicate your acceptance by signing one copy of this letter and returning it to us. You may retain the other copy for your information and file.

Very truly yours,

Company

By: \_\_\_\_\_  
(Full Name, EMP No.)

ACCEPTED:

\_\_\_\_\_  
(Sign of Employee)

Date: \_\_\_\_\_  
dd-mon-yyyy

Legal Department

## NBCUniversal Acceptable Use Policy

July 6, 2016

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# **1 Introduction**

## **1.1 Purpose**

The purpose of this document is to outline the acceptable use of information and information systems, technology and software at NBCUniversal (“NBCUniversal Information Resources”). These systems are to be used for business purposes in the interest of the Company, our clients, and customers in the course of normal operations.

## **1.2 Scope**

This Policy applies to all persons working in NBCUniversal including all third parties who access NBCUniversal networks, systems, and data.

## **1.3 What you need to do**

You are required to comply with this policy. This policy is designed to protect you, your co-workers and the Company.

Although complete, this document is not intended to be comprehensive and there may be local data protection, security, or privacy laws which must also be followed. If any statement herein conflicts with local laws, those laws shall supersede this document. The Information Security department is available to offer guidance should there ever be any question regarding apparent conflicts.

Omission from this document does not necessarily constitute permission. If you have any questions regarding an area not covered, please contact your local HR manager or IT Security leader.

# **2 Disciplinary action**

Violation of any portion of this policy may result in disciplinary action, up to and including termination of employment as per NBCUniversal HR Policy and relevant local law.

Violations of this policy by contractors may result in the Company requesting that the contractor’s employer remove the contractor from the NBCUniversal assignment or terminate the underlying contract.

# **3 Standard of conduct**

## **3.1 Personal business ventures**

Using Company resources to conduct personal business ventures or other actions inconsistent with this policy or in violation of the Company’s Conflict of Interest policy is prohibited.

## **3.2 Inappropriate use or content**

You must not use NBCUniversal Information Resources to download, display or disseminate materials that may be considered by some people to be obscene, racist, sexist, threatening, or otherwise offensive

## **3.3 Other personal use**

Limited non-business use which is not an abuse of Company time and/or resources and which does not violate the Comcast/NBCUniversal Code of Conduct or other NBCUniversal policies is permitted with manager approval (e.g., not abusive; not for personal gain or

profit; not misusing work time; not in a manner that is unprofessional or unethical, or in any way obligates the Company or compromises its good name).

## **4 Monitoring and investigations**

In order to ensure compliance with Company policies and standards, NBCUniversal reserves the right, consistent with applicable law, to monitor and review use of NBCUniversal Information Resources and to take appropriate action with respect to any violations.

Examples of what may be monitored and reviewed in investigations

- Emails sent, received and archived on your NBCUniversal provided devices or through NBCUniversal email facilities. (essentially any email on your PC, Blackberry or other mobile device.)
- Internet access including websites visited, archived content, and social network activities that are initiated from the NBCUniversal network or from NBCUniversal devices.
- Your NBCUniversal PC: All files on your PC as well as information such as login attempts, browsing history, etc.
- Your NBCUniversal Mobile devices: Use of the mobile device including call history and data services use.

## **5 Email**

The email system and all messages (created, sent, received and stored) on the NBCUniversal system are the property of NBCUniversal. This policy is intended to protect both the sender and recipient of e-mail messages, as well as NBCUniversal, from the risks that accompany the use of e-mail.

### **5.1 Your NBCUniversal email**

Your NBCUniversal email account must be used for all NBCUniversal-related business email.

At no time should you conduct Company business with a non-NBCUniversal e-mail account, even from home. If you need to access NBCUniversal e-mail remotely, a remote access (VPN) account can be requested through the Help Desk.

### **5.2 Personal email (webmail) access**

Access to personal email web sites such as Yahoo! Mail, Hotmail or Gmail is permitted. Care should be taken when using these outside mail accounts, as e-mail viruses can spread from these systems, which do not always enforce the same security standards as the NBCUniversal e-mail system.

## **6 Internet**

### **6.1 Internet Content Filtering**

To protect NBCUniversal data and networks NBCUniversal blocks access to potentially objectionable or dangerous web sites using “website categorization” software. The availability or unavailability of a Web site does not reflect endorsement or censorship by NBCUniversal.

## **6.2 Blogs, forums and social media**

Actions of NBCUniversal workers on the Internet are a reflection of the Company. If you choose to identify yourself as a Company employee on a web site forum or blog, please bear in mind that, although you and NBCUniversal may view such communication as a personal project and a medium of personal expression, some readers may view you as a spokesperson for the Company. Observe the following when hosting or adding comments to a blog, message board or other social media forum:

- Make it clear that the views expressed in the blog are yours alone and do not necessarily represent the views of your employer by including a prominent disclaimer/notice.
- Protect the Company's confidentiality and proprietary information.
- If uncertain, ask your manager about what is appropriate to include in blog postings.
- Be respectful of the Company, employees, customers, partners, and competitors.
- Ensure that your blogging activity does not interfere with your work commitments.
- Do not post any non-public NBCUniversal documents or excerpts from internal NBCUniversal communications.

Any blogging or posting that violates any Company Policy, even when done with personal resources, is prohibited.

## **7 Software**

All NBCUniversal computers are delivered with standard, pre-installed software. Certain software components are critical to the secure operation of your computer. NBCUniversal workers must never attempt to disable, modify or uninstall security and management software.

We will occasionally deploy software to your desktop. Some software offers the option to delay installation to a more convenient time for the user. Although it is acceptable to delay the installation for as long as the system indicates, any attempt to permanently prevent the job from running is prohibited.

### **7.1 NBCUniversal Supported software**

NBCUniversal supports software that we installed and strongly discourages the use of any software not explicitly reviewed and approved by IT.

### **7.2 Non-standard software**

Any software you install is done at your own risk and must be in compliance with this policy and other NBCUniversal policies.

If non-standard software poses a security risk or conflicts with supported software, the Help Desk may remove the software. In such a case, NBCUniversal bears no responsibility for lost data.

If there is a software product that you wish to acquire for business reasons, contact the Help Desk to make arrangements for product evaluation and acquisition.

### **7.3 Prohibited Software**

Certain classes of software may be blocked, removed from your PC or permanently disabled without prior notice, due to the risk they pose to your PC, NBCUniversal data and business operations.

#### **7.4 Unlicensed Software or pirated materials**

Installation of illegally obtained software on NBCUniversal equipment is strictly prohibited. “Software” includes programs, as well as multimedia files (MP3s, videos, stock photography, etc). Possession of illegally obtained material on NBCUniversal equipment is considered a serious violation of NBCUniversal Policy.

Furthermore, the presence of programs such as Peer to Peer file sharing utilities that facilitate the illegal sharing of content is expressly prohibited.

#### **7.5 Personally owned software**

Users are responsible for compliance with End User License Agreements (EULAs) of any personally owned or obtained software that is used for business purposes. This includes personally owned software installed on NBCUniversal provided or personally owned computing devices.

### **8 Laptops and other Mobile devices**

As an NBCUniversal employee, you may be issued a laptop or portable computing device such as a Blackberry or other PDA. These computers, along with related equipment and software, are subject to all procedures included in these Guidelines for Acceptable Use. However, because of their portability, these machines create unique security and care issues.

#### **8.1 Removable media**

You are not permitted to store Company Confidential or Company Restricted data on unencrypted removable media. Removable media includes thumb drives, flash drives, zip drives, DVDs, CDs, external hard drives and all media that is easily transported. Approved encrypted media can be ordered through the Help Desk. To learn more about NBCUniversal data classifications please review the [NBCUniversal Required Information Security Controls for Data Management](#)

#### **8.2 Permitted Use**

You are the only person authorized to use your equipment and software issued to you. You are not permitted to access a co-worker’s computer, either physically or remotely via the network, without their express consent, or unless required in order to fulfill your job responsibilities (e.g., technician installing new software.)

#### **8.3 Equipment Security**

It is your responsibility to use caution when traveling with portable devices. Do not leave devices unattended in any public space. If any device issued to you is stolen or misplaced, you must contact the NBCUniversal Help Desk immediately. Failure to contact the Help Desk immediately may result in your being held responsible for the loss of NBCUniversal data.

#### **8.4 Responsibility for Loss or Damage**

You may be subject to disciplinary action for the loss of NBCUniversal equipment. You must always cooperate with NBCUniversal’s investigation in connection with such losses.

#### **8.5 Return of Equipment and Software**

When you leave the company or upon request, you must return any NBCUniversal-owned computer equipment, communication devices or software. The equipment and software should be returned in good working order with software and related accessories.



## **8.6 Disposal of Equipment and Media**

Contact the Help Desk to dispose of unused, broken or unneeded Company-issued equipment or media.

# **9 Use of Non-NBCUniversal Computing Devices**

## **9.1 Contingent Workers**

Contingent workers may be provided with a NBCUniversal computer if a computer is necessary for their job function. Short-term and contingent workers (not onsite for more than one month at a time) may use equipment provided by their employers if anti-virus software is installed, and virus definitions are up to date.

## **9.2 Personally owned computers**

If personally owned computers are used to connect to the NBCUniversal network, they must be running current security software. NBCUniversal may refuse connections from PCs that do not meet this standard.

## **9.3 Network Equipment**

NBCUniversal workers must not install personal networking equipment on the NBCUniversal network. This includes wireless networking equipment, which presents significant security risks to NBCUniversal systems. Any non-NBCUniversal access points which are discovered will be disconnected immediately and confiscated.

## **9.4 Personally owned smartphones and mobile devices**

Exempt employees may use approved personally owned smartphones or mobile devices to connect to the NBCU Email Collaboration suite for synchronization of calendar, mail and contacts.

Personally owned devices must comply with the requirements outlined in the [Required Information Security Controls for Device Management](#), which includes items such as requiring a password and device screen saver, prior to connecting to the NBCUniversal network.

Users must agree to all applicable terms and conditions prior to connecting to approved NBCUniversal resources.

Users may only store approved Company data (email, contacts and calendar items) on personally owned devices.

# **10 Data protection**

## **10.1 Clear workspace**

NBCUniversal workers must maintain a workspace that is free and clear of sensitive data and are required to protect Restricted and Confidential information in digital and in physical format that is used or stored at their workspace.

## **10.2 Regulatory responsibility**

Certain data may be regulated by national, state or local laws. NBCUniversal [Required Information Security Controls for Data Management](#) outlines requirements for handling and protecting regulated data. These controls provide a high global standard for data handling, and the requirements must be met even in countries with less strict or no relevant local

laws. Where laws are stricter, the controls recognize the requirement to comply with those laws. The user is responsible for understanding all relevant policies/laws and adhering to them.

## **11 Incident Response**

It is the responsibility of all NBCUniversal employees to report information security incidents, actual or suspected, by visiting the NBCUniversal Information Security Website, contacting the Help Desk or informing your Information Security Leader as soon as possible.

Security incidents, accidental or deliberate, can arise as a result of:

- Weak passwords (such as your own name, or a pet's name)
- Improperly protected Company Internal, Confidential, or Restricted data
- Theft or loss of unencrypted laptop computers and portable computing devices (such as thumb drives)
- Network, server, or application security vulnerabilities
- Physical security deficiencies
- Computer viruses and other malicious software
- Inadequate employee security awareness and training

## **12 Your NBCUniversal Digital Identity**

Company-provided or business-related username/password combinations must never be shared, written down or otherwise left in plain sight.

You must not use your NBCUniversal username or password for non NBCUniversal accounts such as your bank account or other personal digital identities.

## **13 Exceptions**

Exceptions to this policy must be logged at the [NBCUniversal Information Security website](#) and approved in accordance with the exception management process.

## Document information

Owner	NBCUniversal Legal Department (Information Governance and Privacy)
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## Revision History

Version number	Date	Author	Changedescription
1	January 31, 2011	Scott Gréaux	Initial publication
2	April 2, 2014	Ryan Weiss/Lisa Grant	Reviewed
3	April 15, 2015	R. Weiss, S. Kenny, L. Grant, S. Sangiovanni	Annual Review; Updated Link to Information Security Website.
4	July 6, 2016	Hilary Lane, Stacey Kenny, Lisa Grant	Reviewed; Changed Document Ownership

# NBCUniversal

## Non-Solicitation Form

### Form to be filled by vendor resource before On-Boarding NBCU engagements

Employee First Name :

Employee Last Name :

Employee Code :

Have you worked on any NBCUniversal engagement in the last 12 months from any of the companies listed below ( Tick the appropriate box)

<input type="checkbox"/>	Birlasoft	<input type="checkbox"/>	Capgemini	<input type="checkbox"/>	Cognizant
<input type="checkbox"/>	Compucom	<input type="checkbox"/>	EPAM	<input type="checkbox"/>	Genpact
<input type="checkbox"/>	HCL	<input type="checkbox"/>	HP	<input type="checkbox"/>	IGATE
<input type="checkbox"/>	Infocepts	<input type="checkbox"/>	KPMG	<input type="checkbox"/>	SDG
<input type="checkbox"/>	Softtek	<input type="checkbox"/>	TCS	<input type="checkbox"/>	Teradata
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>	Others. Please specify the company name : _____				

#### If yes, kindly provide the details

Project Name :

NBCU Division and Manager :

Period of Work :

Signature of Employee

Date: \_\_\_\_\_

#### To be filled by Vendor Resource Manager

Name of Manager :

Employee Code of Manager :

The above detail mentioned by the employee was verified by me.

Signature of Resource Manager

Date: \_\_\_\_\_