

**Cognizant**

Passion for building stronger businesses

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Employee Intellectual Property Assignment Agreement



Cognizant Technology Solutions Overseas Corporation

Employee Intellectual Property Assignment Agreement

In continuation of the employment agreement executed by me as part of my joining formalities and in consideration of:

- a. my employment with Cognizant Technology Solutions Overseas Corporation (together with its affiliates "Cognizant"); and
- b. the fact that I may have access to Cognizant and its customer information and technical data which is confidential and sensitive in nature;

I agree as follows:

1. I agree to promptly disclose to Cognizant all intellectual property (including inventions, copyrightable works, computer software, technical know-how and trademarks) conceived, invented, authored, or reduced to practice ("developed") by me, either solely or jointly with others, during the term of my employment with Cognizant.

2. Cognizant Intellectual Property:

2.1 During the course of my employment with Cognizant, I have been possessed of or familiar with Cognizant's confidential information including and relating to, but not limiting to, identity, personnel, customers, vendors, their present and future requirements, pricing, terms and conditions of contracts and transactions between the customers and vendors, patents, trademarks, copyrights, inventions, prototypes, models, drawings, discoveries, concepts, trade secrets, formulas and systems that relate to their business and that are not a matter of public record, specifications, process information and other technical information used in the business and business plans of Cognizant. I hereby agree that no part of such confidential information will be disclosed by me to any person without the prior written approval of Cognizant. I agree to maintain strict confidentiality in respect of all such confidential information subsequent to my employment with Cognizant.

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2.2 I further agree that all copyright, ownership and intellectual property rights in any work of any nature carried out by me during the course of my employment with Cognizant vests solely with and shall remain with Cognizant. I agree that I will not be entitled to claim any right, title or interest therein, including any moral rights on the same.

2.3 I acknowledge and agree that all intellectual property developed by me in the course of my employment with Cognizant is to be considered as work made for hire, and shall be the sole and exclusive property of Cognizant or the customer or vendor, as may be applicable. In the event it should be established that such work does not qualify as a work made for hire, I agree to and do hereby assign to Cognizant all of my right, title, and interest in such work product including, but not limited to, all copyrights, patents, trademarks, and other proprietary rights. I further acknowledge and agree that Cognizant may, in its sole discretion, assign all such intellectual property rights to any third parties.

2.4 I further agree that I shall not disclose to any person all or any part of the intellectual property rights in any work of any nature carried out by me during the course of my employment, belonging to Cognizant, customers or vendors as may be the case. I agree to maintain strict confidentiality in respect of all such intellectual property rights during and subsequent to my employment with Cognizant.

2.5 Subsequent to my employment with Cognizant I agree to fully cooperate with Cognizant in the establishment, protection and enforcement of any intellectual property rights that may derive as a result of the services performed by me during my employment with Cognizant. This shall include executing, acknowledging, and delivering to Cognizant all documents or papers that may be requested by Cognizant, even after cessation of my employment with Cognizant, to enable Cognizant or customers/vendors of Cognizant to create, establish, publish or protect said intellectual property rights.

2.6 I declare that I have not used Cognizant provided IT infrastructure & assets in any manner that violates/may violate Cognizant policies or causes/may cause any damage to Cognizant or brand image or goodwill of Cognizant. I declare that I shall return to Cognizant all materials, writings, equipment, models, mechanisms, and the like obtained from or through Cognizant, including, but not limited to, all confidential information, all of which I recognize is the sole and exclusive property of Cognizant.

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3. Customer Intellectual Property:

If I had been deputed to any specific project(s) of customers during the course of my employment with Cognizant (whether directly or indirectly), I agree that subsequent to my employment with Cognizant I will fully, punctually and to the satisfaction of Cognizant and such customers comply with the rules and requirements relating to non-disclosure, confidentiality, security checks, policies and procedures or any other related matters as may be prescribed by such customers.

4. I represent and warrant to Cognizant that I am not a party to or otherwise bound by any agreement that may, in any way, restrict my right or ability to enter into this Agreement. Additionally, I agree that I will not reveal to my subsequent employer, or otherwise utilize in my employment with any subsequent employer, any proprietary trade secrets or confidential information of Cognizant or its customers / vendors.

5. Governing Law. This Agreement shall be enforced in accordance with the laws of England and Wales.

6. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

7. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

8. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provisions and such invalid provision shall be deemed to be severed from the Agreement.

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9. This Agreement and the rights and obligations there under are personal with respect to the employee and may not be assigned by any act of employee or by operation of law. Cognizant shall, however, have the absolute, unfettered right to assign this Agreement to a successor in interest to Cognizant or to the purchaser of any of the assets of Cognizant.

10. I agree that Cognizant may initiate appropriate legal action against me for the breach of any of the terms of this Agreement, and to recover the costs of such legal action, including all damages and attorney's fees. In addition, Cognizant may also, at its discretion, terminate my employment.

11. This Agreement constitutes the entire Agreement, and supersedes all other previous Agreements. It can only be modified by an agreement in writing and signed by the parties hereto.

12. Both during the term of my employment and thereafter, I agree to fully cooperate with Cognizant in the creation, establishment, protection and enforcement of any intellectual property rights that may derive as a result of the services performed by me under the terms of this Agreement. This shall include executing, acknowledging, and delivering to Cognizant all documents or papers that may be requested by Cognizant/customers of to enable or to create, establish, publish or protect said intellectual property rights.

EmployeeName

AssociateID

✓ This page has been signed by Radhika Rani on May 6 2014 15:04

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