

**FOREIGN CONSULTANT AGREEMENT**  
**WITH RESPECT TO PROPRIETARY INFORMATION, INVENTIONS**  
**AND OTHER INTELLECTUAL PROPERTY**  
**Non-Disclosure Agreement**

In consideration of and as part of the terms of consulting of \_\_\_\_\_ ("Consultant") by \_\_\_\_\_ ("\_\_\_\_\_") and of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The following definitions are applicable to this Agreement:

a. "\_\_\_\_\_" means not only \_\_\_\_\_ but also any other entity of any nature now or hereinafter owned or controlled by \_\_\_\_\_ or which owns or controls \_\_\_\_\_.

b. "Consultant" means not only the entity executing this Agreement on its own behalf but also, with respect to Paragraphs 2 and 3 hereof, its successors and assigns.

c. "Subject Invention" means any invention, improvement or discovery, whether or not patentable, which arises out of or is related to any existing or future business interest of \_\_\_\_\_ and which, during the period of said consulting, is conceived solely by Consultant or by Consultant jointly with others or first reduced to practice by or for \_\_\_\_\_.

d. "\_\_\_\_\_ Proprietary Information" means all information of any nature, whether or not marked with a proprietary or similar legend, which concerns \_\_\_\_\_ design, manufacture, use, purchase, marketing or sale of its products or services.

e. "Subject Copyright" means any original work of Consultant, whether or not capable of being copyrighted, which arises out of or

is related to any existing or future business interest of \_\_\_\_\_ and which, during the period of said consulting, is fixed in any tangible medium of expression from which such work can be perceived, produced or otherwise communicated, either directly or with the aid of any device.

f. "\_\_\_\_\_ Intellectual Property" means Subject Invention, \_\_\_\_\_ Proprietary Information and Subject Copyright, either singly or in any combination thereof.

2. Consultant shall serve as a consultant to \_\_\_\_\_ from time to time in such areas as may be mutually agreed from time to time by Consultant and \_\_\_\_\_. The economic terms and other conditions of such consulting shall be as separately agreed from time to time by \_\_\_\_\_ and Consultant.

3. All \_\_\_\_\_ Intellectual Property is and shall remain the sole and exclusive property of \_\_\_\_\_. Consultant shall make no use or disclosure of any \_\_\_\_\_ Intellectual Property, except as directed by \_\_\_\_\_. Consultant shall disclose completely and immediately to \_\_\_\_\_ any \_\_\_\_\_ Intellectual Property generated by Consultant. In addition, Consultant shall execute all documents requested by \_\_\_\_\_ in connection with confirming in \_\_\_\_\_ the entire right, title and interest in and to any \_\_\_\_\_ Intellectual Property, including, without limitation, documents in connection with patent and

copyright applications, and will furnish to \_\_\_\_\_ all necessary assistance for \_\_\_\_\_ to protect its rights in any \_\_\_\_\_ Intellectual Property. Consultant hereby irrevocably assigns, transfers, and conveys to \_\_\_\_\_ Consultant's entire right, title and interest in and to any \_\_\_\_\_ Intellectual Property.

4. All tangible evidence of \_\_\_\_\_ Intellectual Property which at any time comes into the possession of Consultant, including, without limitation, documents, records, software, models or prototypes, shall remain the sole and exclusive property of \_\_\_\_\_ and will be provided to \_\_\_\_\_ upon \_\_\_\_\_ request at any time and, in any event, upon the termination of said consulting.

5. Consultant shall not, at any time, either during or after the period of said consulting, disclose to any person or entity or make any use of any \_\_\_\_\_ Proprietary Information or any proprietary information belonging to third parties whose protection has been entrusted to \_\_\_\_\_, except as directed by \_\_\_\_\_.

6. During the period of said consulting and for a period of one (1) year after the termination of said consulting, Consultant shall not, directly or indirectly, retain, hire, employ or otherwise engage, or solicit for any such purpose, any employee of \_\_\_\_\_ or any

other person who was an employee of \_\_\_\_\_ within the one (1) year period preceding such termination.

7. Consultant acknowledges that any breach or threatened breach of this Agreement or any provision hereof will cause irreparable injury to \_\_\_\_\_ for which an adequate monetary remedy does not exist. Accordingly, in the event of any such breach or threatened breach, \_\_\_\_\_ shall be entitled, in addition to the exercise of any and all available remedies, to obtain injunctive relief, without the necessity of posting a bond or other surety, restraining Consultant from committing such breach or threatened breach, and Consultant hereby consents to the entry of such injunctive relief, without the necessity of any bond or other surety.

8. The obligations of the parties under Paragraphs 3, 4, 5, 6 and 7 hereof shall not expire upon the termination of said consulting but shall remain in full force and effect at all times thereafter in accordance with their respective terms.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

10. In the event any provision of this Agreement shall be held to be void or unenforceable in whole or in part, such determination shall not affect the remainder of this Agreement, which shall remain in full force and effect, and such void or unenforceable provision shall be enforced to the maximum extent legally permissible.

11. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior or contemporaneous agreements and understandings in connection therewith. This Agreement may be amended, waived or revoked only by a written instrument executed by both parties.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_

**CSULTANT:**

**By:** \_\_\_\_\_

\_\_\_\_\_

**Title:** \_\_\_\_\_