



Affordable Engineering Services, LLC (AES)

Work For Hire and Proprietary Agreement

THIS WORK-FOR-HIRE AND PROPRIETARY AGREEMENT is made by and between AES and _____ (Employee).

WHEREAS, AES and Employee wish to evidence by this agreement the manner in which said confidential and proprietary information will be treated.

NOW, THEREFORE, employee agrees as follows:

All items containing information and data relating to the business of AES are property of AES. Upon request by an AES representative or upon termination of employment with AES for any reason, Employee shall promptly deliver to AES all such items. This includes copies or reproductions thereof, together with any other AES property that Employee may have in their custody or control, except such items that AES does, by written permission, allow Employee to retain

1. Confidential Information. “Confidential Information” means any information disclosed by AES to the Employee, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment). Confidential Information shall include without limitation technical data, trade secrets and know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers, prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information. Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by AES; (ii) becomes publicly known and generally available after disclosure by AES to the Employee through no wrongful action by the Employee; or (iii) is required by law to be disclosed by the Employee, provided that the Employee gives AES prompt written notice of such required disclosure prior to such disclosure and assistance in obtaining an order protecting said Confidential Information from public disclosure.
2. Non-Use and Non-Disclosure. Employee agrees not to use any Confidential Information for any other purpose except for which Employee has been engaged. Employee further agrees not to disclose AES’ Confidential Information (i) to any third party without the prior written consent of AES, or (ii) engage in discussions concerning the purpose of AES’ Government contracts and in particular, but not limited to, provisions relating to safeguarding of information pertaining to the security, protection, and defense of the United States. Employee is hereby obligated to protect information bearing a security classification of the US Government independently of this Agreement. Employee shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects, which embody the AES’ or the United States Government Confidential Information and which are provided to the Employee.
3. Conflict of Interest. Employee understands that upon the acceptance of an offer of employment, including positions as an independent contractor or consultant, with a competitor of any program that AES may be supporting or submitting a bid, Employee must notify their local AES supervisor immediately. Upon review by AES, should it be determined that Employees’ outside employment be found in conflict with AES, then Employee will be asked to withdraw from consideration of the offer or resign from AES.

4. No License. Nothing in this Agreement is intended to grant Employee any rights in or to any Confidential Information disclosed during the employment period and belonging to AES.
5. Term. The obligations of the Employee to protect the confidentiality of any Confidential Information disclosed during the employment period shall survive until such time as such Confidential Information becomes publicly known or otherwise ceases to be confidential through no breach of this Agreement by the Employee.
6. Remedies. Employee agrees that any violation or threatened violation of this Agreement may cause irreparable injury to AES, entitling AES to seek injunctive relief in addition to all legal remedies; and may result in termination of Employee.
7. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors, teaming partners, clients and assigns. This Agreement shall be governed by the laws of the State of California, without reference to that State's conflict of laws and principles. Any and all claims or disputes between the parties hereto arising out of, or in any manner concerning, this Agreement shall be exclusively litigated in a court located in or having jurisdiction over San Diego County, California, which Employee agrees shall have personal jurisdiction over them. This document contains the entire agreement between the AES and Employee with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous agreements and understandings, whether written or oral, concerning said subject matter. No provision of this Agreement shall be deemed waived, nor may this Agreement be amended or otherwise modified, except by a writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates indicated below.

Witness

Employee

By: _____

By: _____

(Printed Name/Title)

(Printed Name/Title)

Dated: _____

Dated: _____