

99609

EMPLOYEE PROPRIETARY INFORMATION AND INNOVATION AGREEMENT

(Corporate Policy Statement CPS-006 / Form No C-006-1)

THIS AGREEMENT made between Thomas P. McElwain, the undersigned employee, and Lockheed Martin Corporation, a Maryland corporation, hereinafter referred to as "LMC" or "the Corporation," WITNESSETH:

LMC has developed and uses technical and non-technical information vital to the success of the Corporation's business. Generally, LMC employees become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries, improvements, computer programs, mask works, works of authorship (collectively called "Innovations"), or through studies, analyses, proposals, business plans (collectively called "Work for Hire") or otherwise. Therefore, it is necessary for the Corporation to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, mask works, copyrights) or common law protection (trade secrets) or both.

In consideration of and as part of the terms of my continued employment or regular employment by LMC and the salary or wages paid me during such employment, it is hereby agreed:

1. PROPRIETARY INFORMATION

I shall not, except as authorized by the Corporation, at any time during or after my employment directly or indirectly disclose to any other person or entity any proprietary or sensitive information of the Corporation or of others (collectively called "Proprietary Information"), which has come into the Corporation's or my possession in the course of my employment with the Corporation; nor shall I use any such Proprietary Information for my personal use or advantage or make it available to others. Neither shall I disclose or use, directly or indirectly, any Proprietary Information, or make such information available to others for use in competition with the Corporation for opportunities being performed or being pursued by the Corporation. Proprietary Information includes existing and contemplated technical information such as, for example, compositions, formulas, products, processes, methods, systems, designs, specifications, mask works, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries and improvements and also existing and contemplated business, marketing and financial information such as, for example, business plans and methods, marketing information, cost estimates, forecasts, financial data, bid and proposal information, customer identification, and sources of supply.

All information, both technical and non-technical, regarding the Corporation's businesses in whatever form, including but not limited to text, drawings, mask works or computer software programs, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation.

2. INNOVATIONS

I agree to disclose promptly and fully to the Corporation all Innovations and/or Work for Hire, whether or not patentable, copyrightable or registrable, including but not limited to products, processes, methods, systems, designs, techniques, mask works, computer programs, facilities, equipment, and devices that have been or may be conceived, made or authored by me solely or jointly with others during the period of my employment with the Corporation: (a) which are along the lines of or relate to the business, work, or investigations of the Corporation or of any company with which it is affiliated; (b) which result from or arise out of any work that I may do for or on behalf of the Corporation; (c) which result from or arise out of any Proprietary Information that may have been disclosed or otherwise made available to me as a result of duties assigned me by the Corporation; or (d) that are otherwise made through the use of the Corporation's time, facilities or materials. All such Innovations and Work for Hire shall be the sole and exclusive property of Lockheed Martin and I hereby assign to the Corporation all of my right, title and interest therein.

3. EXECUTION OF DOCUMENTS

I also agree during and after my employment to execute all documents and perform all reasonable acts requested by the Corporation relating to the perfection and exercise of the Corporation's rights in all innovations described in Paragraph 2 above, including but not limited to the assignment and exploitation of, and application, issuance, and maintenance of U.S. and foreign statutory protection for such innovations.

4. RECORDS AND DOCUMENTS; PRIOR INVENTIONS

All records, documents, and other writings including text, drawings, computer software programs, mask works or works of authorship relating to or containing Proprietary Information as defined above, and which are prepared or created by me or which may come into my possession during my employment, are deemed to be the property of the Corporation. Upon termination of my employment, I agree to leave all such records, documents, and writings and all copies thereof with the Corporation. Listed and briefly described on the reverse side are all inventions not previously assigned to my former employers and which I conceived and made prior to my employment with the Corporation. Such listed inventions are not included under this Agreement. I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention. I also agree that I will not disclose to or use on behalf of the Corporation any proprietary or confidential information of any third party without authorization therefrom.

5. MISCELLANEOUS

No provision in this agreement is intended to require assignment of any of my rights in an invention for which no equipment, supplies, facilities, or trade secret information of the Corporation was used, and which was developed entirely on my own time, unless such invention (1) relates to the business of the Corporation or to the actual or demonstrably anticipated research or development of the Corporation; or (2) results from any work performed by me for the Corporation. This Agreement shall be binding upon me, my heirs, administrators, assigns, executors, or other legal representatives and shall be binding upon and inure to the benefit of the Corporation, its assigns, nominees or successors; however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that either during or after my employment the Corporation may advise others of the existence of this Agreement and the provisions of all or any part thereof.

LOCKHEED MARTIN CORPORATION**EMPLOYEE**

By: _____

Signature of Employee: _____

Title: _____

Date: 9/16/96

Note: The term "Confidential" as used herein does not refer to official security classification of the United States Government

I currently have a patent pending. The idea was originally conceived in conjunction with 2 ~~other~~ colleagues during my stay at Georgia Tech. The idea involves the area of color science and color film duplication.

Thomas P. McElwain

Thomas P. McElwain

M. S. P.
DIAER
16/sep/16