I009E
INDUSTRIAL PROPERTY RIGHTS AGREEMENT (COMMERCIAL)

I, _____, in consideration of my being granted access to Boeing's facility for the purpose of performing under my employer's contract with Boeing, do hereby agree as follows:

1. DISCLOSURE OF INFORMATION
(a) I understand and agree that any and all technical data, computer software or other information developed or modified together with any reports submitted by me during my performance under my employer's contract with Boeing shall not be divulged by me to other parties verbally or in writing without prior written approval of Boeing except on a need-to-know basis to personnel of my employer required for said performance. Notwithstanding any other provisions of this agreement, it is agreed that Boeing retains the unilateral and unrestricted right to use the herein produced technical data, computer software or other information in any and all ways Boeing may deem necessary.

(b) I hereby agree that any information disclosed by personnel of Boeing or observed by me within any facility of Boeing will be used solely by me in performing under my employer's contract with Boeing and shall not otherwise be used by me or disclosed to others except Boeing personnel on a need-to-know basis as required for my performance and that documents disclosing said information shall not be duplicated or portions copied without prior written permission of Boeing. The above restrictions shall not apply to documented information already in my possession, to documented information already in the public domain, or to documents rightfully received from a third party without restriction.

(c) I further agree that no information which is disclosed to any Boeing employee during or as a result of my performance is to be deemed disclosed or received in confidence unless pursuant to an agreement in writing between Boeing and my employer.

(d) I agree that the restrictions on use and disclosure of information set forth herein shall survive completion of termination of my employer's contract with Boeing.

2. COPYRIGHTABLE MATERIAL
With respect to all reports, technical data, and computer software programs, hereinafter defined as "works" first produced by me and furnished in the performance of this order, I hereby grant and assign exclusively to Boeing, to the extent of my right to do so, for its use any and all rights of whatsoever kind or nature now or hereafter protected by the Copyright Laws of the United States (common or statutory) and all subsidiary rights and,

without limiting the generality of the foregoing, I hereby grant to Boeing the sole and exclusive right to obtain registration of the copyright in the aforementioned works.

3. INVENTIONS
(a) I hereby agree to promptly disclose directly to Boeing in writing, any and all inventions, developments, improvements, or discoveries (whether or not patentable) which I may make or conceive, either solely or jointly with others, which relate to my performance for Boeing; excepting, however, inventions (patented or unpatented) which have been made or conceived and have been disclosed in writing to others prior to the date of this agreement.

(b) At all times during my performance and thereafter, whenever requested to do so by Boeing, I agree to execute and deliver to Boeing any and all applications, assignments, and other instruments which may be necessary in order to apply for and obtain or protect, for Boeing's benefit, letters patent of the United States and/or foreign countries covering said inventions, developments, improvements or discoveries and which may be necessary to assign or convey to Boeing or its nominee the sole and exclusive right, title, and interest therein. These obligations shall be binding upon my assigns, executors, administrators, or their legal representatives.

SIGNATURE: _____
NAME: _____
EMPLOYER: _____
DATE OF EXECUTION: _____