# 3M Employee Non-Disclosure and Assignment Agreement

Form 39028-E (1/07)
(Please Print)

| Employee's Last Name | First Name | Initial |
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**1.** In this AGREEMENT the following definitions apply:

**A.** **3M** means 3M Company, and any existing or future subsidiaries, owned or controlled, directly or indirectly, by said company.

**B.** **CONFIDENTIAL INFORMATION** means information, including but not limited to trade secrets, which is not generally known and is proprietary to 3M including, by way of example and without limitation, information about processes, products, systems, services, research, development, know-how, designs, formulas, compilations, manufacturing, purchasing, accounting, engineering, marketing, merchandising, selling, leasing, servicing, finance and business systems and techniques. It also includes similar information of a third party who has entrusted such information to 3M. It shall be presumed that all such information which is disclosed to me or to which I obtain access during the period of my employment, whether originated by me or by others, and which I have reasonable basis to believe is Confidential Information or is treated by 3M as Confidential Information is Confidential Information regardless of whether the information is marked as confidential.

**C.** **INVENTIONS** means discoveries, improvements and ideas (whether or not shown or described in writing or reduced to practice), mask works (topography of semiconductor chips) and works of authorship, whether or not patentable, copyrightable or registrable, (1) which relate directly to the business of 3M, or (2) which relate to 3M's actual or demonstrably anticipated research or development, or (3) which result from any work performed by me for 3M, or (4) for which equipment, supplies, facility or Confidential Information of 3M is used, or (5) which is developed on any 3M time.

**2. I AM OR WILL BE EMPLOYED BY 3M IN A CAPACITY IN WHICH I MAY RECEIVE OR CONTRIBUTE TO CONFIDENTIAL INFORMATION. IN CONSIDERATION OF SUCH EMPLOYMENT, AND THE WAGES OR SALARY AND OTHER EMPLOYEE BENEFITS IN COMPENSATION FOR MY SERVICES, AND IN CONSIDERATION OF BEING GIVEN ACCESS TO CONFIDENTIAL INFORMATION, I AGREE THAT:**

**A.** With respect to Inventions made, authored or conceived by me, either solely or jointly with others, (1) during my employment, whether or not during normal working hours or whether or not at 3M's premises, or (2) within one year after termination of my employment, I will:

**1.** Keep accurate, complete and timely records of such Inventions, which records shall be 3M property and be retained on 3M's premises.

**2.** Promptly and fully disclose and describe such Inventions in writing to 3M.

**3.** Assign (and I do hereby assign) to 3M Company or its designee all of my rights to such Inventions, and to applications for letters patent, copyright registrations and/or mask work registrations granted upon such Inventions in all countries and acknowledge and deliver promptly to 3M Company or its designee (without charge to but at the expense of 3M Company or its designee) such written instruments and to do such other acts as may be necessary in the opinion of 3M Company or its designee to preserve property rights against forfeiture, abandonment or loss and to obtain, defend and maintain letters patent, copyright registrations and/or mask work registrations and to vest the entire right and title thereto in 3M Company or its designee.

**NOTICE:** This is to notify you that paragraph 2(A) of this 3M "Employee Agreement" which you are being asked to sign as a condition of your employment does not apply to an invention for which no equipment, supplies, facility or trade secret information of 3M was used and which was developed entirely on your own time, and (1) which does not relate (a) directly to the business of 3M or (b) to 3M's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by you for 3M.

**B.** I understand and agree that my employment creates a relationship of confidence and trust between me and 3M with respect to Confidential Information. Except as required in my duties to 3M, I will never, either during my employment by 3M, or thereafter for so long as applicable law provides, use or disclose any Confidential Information as defined in paragraph 1(B) above.

**C.** I represent and warrant that my employment by 3M will not conflict with and will not be constrained by any prior employment or consulting agreement or relationship. I represent and warrant that I will not bring any documents or things to 3M from my previous employment which contain confidential information. I am hereby advised that 3M does not desire to receive any confidential information in breach of my obligation to others and, I agree that as a 3M employee I will not disclose to 3M or use in the performance of my duties for 3M any confidential information in breach of my obligation to any third party. However, during my employment by 3M I will in the performance of my duties use all information which is generally known and used by persons with training and experience comparable to my own and all information which is common knowledge in the industry or otherwise legally in the public domain.

**D.** **UPON** termination of my employment with 3M, all documents, records and any compositions, articles, devices, computer software, computer diskettes and other storage media, and any other items which disclose or embody Confidential Information including all copies or specimens thereof in my possession (whether at my place of work, at home or elsewhere), that have been prepared or made by me or others, will be left with or immediately returned to 3M.

**E.** **EXCEPT** as listed at the end of this Agreement, I will not assert any rights under any Inventions as having been made, conceived, authored or acquired by me prior to my being employed by 3M.

**3.** **ALL MY** obligations under paragraphs 2(A) through 2(E) of this Agreement shall be binding upon my heirs, spouses, assigns, and legal representatives.

**4.** If any provision of this Agreement shall contravene any law that is applied to the construction and interpretation of this Agreement, then this Agreement shall be construed as if such provision is not contained herein insofar as enforcement of this Agreement against me in such particular state is concerned.

**6.** **THIS AGREEMENT** replaces any existing Agreement entered into by me and 3M relating generally to the same subject matter, but such replacement shall not affect rights and obligations of either party arising out of any such prior Agreement which shall then continue to be in effect for that purpose.

(On a separate attached sheet pursuant to paragraph 2(E) above, give a brief description of the product or process, etc., plus a list of source documents, such as patents, patent applications, drawings, or written descriptions, identified by number, title and date. Do not disclose or describe here anything you regard as being confidential.)

Signed at _____ this _____ day of _____, 20___.

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|---|---|---|
| Employee's Signature | | |
| Home Address | | |
| City | State | Zip |
| 3M Person I.D. | Social Security Number | |

**Accepted for 3M at St. Paul, Minnesota:**

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| Signature |
| Title |