



Intellectual Property Agreement

This instrument constitutes an agreement between Energy Northwest, a municipal corporation and joint operating agency in the State of Washington, (hereinafter referred to as “Employer”) and _____, (hereinafter referred to as “Employee”). For and in consideration of the Employer’s employment of the Employee, the Employee agrees to the following terms and conditions:

1.Purpose. The purpose of this agreement is to provide for the assignment and administration of intellectual properties.

2.Inventions Retained and Licensed. I have attached hereto as Exhibit A, a list describing all patents, inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with Energy Northwest (collectively referred to as “Prior Inventions”), which belong to me, which may relate to Energy Northwest’s proposed business, products, research or development, and which are not assigned to Energy Northwest hereunder; or if no such list is attached, I represent there are no such Prior Inventions. If in the course of my employment with Employer, I incorporate into an Employer product, process, or machine a Prior Invention owned by me or which I have an interest, Employer is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

3.Intellectual Property Assignments. Employee agrees that if during the period of employment with Employer he/she shall invent, discover, author, or develop new process, products, art, machine, method of manufacture, or composition of matter or any new hardware, firmware, or software technology or improvement thereof or know-how, trade secret or work of authorship or trademark, service mark, or trade name, and other rights in and to such intellectual property as may be recognized by the United States or foreign jurisdictions where applicable, in connection with Employee’s work at the Employer (hereinafter shall be and referred to as “Intellectual Property”), that such was performed on a “work for hire” basis, as that term is defined in the United States Copyright Act, and he/she shall promptly and fully disclose such Intellectual Property, in writing, to the Human Resources department of the Employer. If requested to do so by Employer, Employee will, at Employer’s expense and through an agent or agents selected by Employer, apply every endeavor to obtain letters patent, copyright, or trademark registration or other protection of the United States and/or of any state or foreign countries covering such Intellectual Property (hereinafter shall be and referred to as “Intellectual Property Protection”). Employee hereby assigns to Employer all right, title, and interest, and where applicable, waives moral rights in and to said Intellectual Property and/or such Intellectual Property Protection

that is filed, issued, or maintained thereon. Employee will execute all documents and do all things required by Employer to further secure such Intellectual Property Protection for Employer. The legal expenses associated with each and every one of such actions, if such actions are requested by Employer, are to be at the expense of Employer. Employee agrees that all such Intellectual Property and all forms of Intellectual Property Protection issued thereon shall belong to and be the sole and exclusive property of Employer. The foregoing obligations extend to any and all Intellectual Property which may be disclosed subsequent to Employee's term of employment if the Intellectual Property pertains to work performed by Employee in the course of his/her employment.

4. Employment Status. Employee understands and agrees this agreement does not in any way alter the employment status of Employee nor provide for a continued or future expectation of employment with Employer.

5. Relief. Employee agrees that in the event he/she fails to perform, observe, or discharge any or all of their obligations under this agreement that would give rise to irreparable harm to the Employer, the Employer shall be entitled to all rights and remedies in law and/or equity, including an injunction, specific performance, or other entitled relief available from a court of competent jurisdiction.

6. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or trust prior to my employment by Employer. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

7. Survival, Successors and Assigns. Employee agrees that his/her obligations under this agreement will continue in accordance with its express terms regardless of any changes in his/her job title, position, duties, salary, compensation, benefits, or other terms and conditions of employment. Employee agrees that his/her obligations under this agreement will continue following termination of employment with Employer regardless of the manner of such termination and will be binding upon his/her heirs, executors, administrators, and other legal representatives and will be for the benefit of Employer, its successor and assigns.

8. Governing Law. This agreement shall be governed by the laws of the State of Washington.

All of the Employer's policies and procedures covering intellectual property as may be established by Employer from time to time and as may be in effect during this agreement are hereby incorporated and made a part of this agreement, and, as applicable, said policies and procedures shall govern the interpretation of this agreement.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE FOREGOING INTELLECTUAL PROPERTY AGREEMENT, I AM SATISFIED THAT I

UNDERSTAND IT COMPLETELY, AND I AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGREED AND ACCEPTED:

Employee Signature

Date

Employee Printed Name

Witnessed by:

Employer\HR Representative Signature

Date