



CONFIDENTIAL INFORMATION & INVENTION ASSIGNMENT AGREEMENT

I, the undersigned, acknowledge the importance to Felicia's Promise, Inc. ("Felicia's Promise") of protecting their confidential information and other legitimate interests, including without limitation the valuable confidential information and goodwill that it has developed or acquired. I also acknowledge Felicia's Promise's practice of obtaining agreements such as this from its employees, interns, consultants, volunteers, board members, or any party that may have access to information that may be deemed confidential.

Therefore, in consideration of my initial or ongoing employment/partnership with Felicia's Promise and in consideration of my being granted access to trade secrets and other confidential information of Felicia's Promise and for other good and valuable consideration, the receipt, and sufficiency of which I hereby acknowledge:

1. For purposes of this Agreement, capitalized terms not defined herein shall have the meanings ascribed to them below:

"Confidential Information" means any and all information of Felicia's Promise that is not generally known by others with whom Felicia's Promise competes or does business, or with whom any of them plans to compete or do business, and any and all information, publicly known in whole or in part or not, which, if disclosed by Felicia's Promise, would assist in competition against them, including but not limited to:

1. information provided by clients.
2. information about business secrets or opportunities
3. the information gained from clients outside of the scope of our contracts, such as interview or survey notes and research information.
4. all other information of or relating to any client of Felicia's Promise.
5. internal proprietary information
6. organizational employee records, including personnel and contact data, performance ranking and appraisals, compensation information, and training information; and
7. any other information of a confidential or proprietary nature, including that found in Felicia's Promise databases, clients files, research, and survey notes. Confidential Information also includes any information that Felicia's Promise may receive or has received from any other third party, with any understanding, express or implied, that the information would not be disclosed.

"Intellectual Property" means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed, or reduced to practice by me (whether alone or with others and whether or not during normal business hours or on or off Felicia's Promise premises) during my employment/partnership that relate in any way to the business, products or services of Felicia's Promise or to any prospective activity of Felicia's Promise or that result from any work performed by me for Felicia's Promise or that make use of the Confidential Information or of facilities or equipment of Felicia's Promise.

"Person" means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust, and any other entity or organization, other than Felicia's Promise.



“Engagement” means employment, internship, volunteer, board membership, consultancy, or any other contractual and/or informal work or association with Felicia’s Promise.

2. I agree that, during my engagement, I will devote my full business time and my best efforts, business judgment, skill, and knowledge exclusively to the advancement of the business and interests of Felicia's Promise and to the discharge of my duties and responsibilities for it.

3. I agree to comply with all policies, practices, and procedures of Felicia's Promise, as these may be changed by Felicia's Promise from time to time.

4. I agree that all Confidential Information, as defined below, which I create or to which I have access as a result of my engagement and other associations with Felicia's Promise is and shall remain the sole and exclusive property of Felicia's Promise. I agree that, except as required for the proper performance of my regular duties for Felicia's Promise, as expressly authorized in writing in advance by the Executive Director or her designee, or as required by applicable law, I will never, directly or indirectly, use or disclose any Confidential Information. I understand and agree that this restriction shall continue to apply after the termination of my engagement or this Agreement, howsoever caused. Further, I agree to provide prompt notice to Felicia's Promise of any required disclosure of Confidential Information sought pursuant to subpoena, court order, or any other legal requirement and to provide Felicia's Promise a reasonable opportunity to seek the protection of the Confidential Information prior to any such disclosure.

5. I agree that all documents, records, and files, in any media of whatever kind and description, relating to the business, present or otherwise, of Felicia's Promise and any copies (including without limitation electronic), in whole or in part, thereof (the "Documents" and each individually, a "Document"), whether or not prepared by me, shall be the sole and exclusive property of Felicia's Promise. Except as required for the proper performance of my regular duties for Felicia's Promise or as expressly authorized in writing in advance by the Executive Director of Felicia's Promise or his/her designee, I will not copy any Documents or remove any Documents, or copies, from the premises of Felicia's Promise. I will safeguard, and return to Felicia's Promise immediately upon termination of my employment/partnership, and at such other times as may be specified by Felicia's Promise, all Documents and all other property of Felicia's Promise, and all documents, records, and files of its clients and business partners ("Third-Party Documents" and each individually a "Third-Party Document") and all other property of such clients and business partners, then in my possession or control; provided, however, that, if a Document or Third-Party Document is on electronic media, I may, in lieu of surrender of the Document or Third-Party Document, provide a copy on electronic media (*e.g.*, a properly formatted diskette) to Felicia's Promise and delete and overwrite all other electronic media copies thereof. I also agree that, upon request of the Executive Director or his/her designee, I will disclose all passwords necessary or desirable to enable Felicia's Promise to obtain access to the Documents and Third-Party Documents.

6. I shall maintain accurate and complete records of, and shall immediately and fully disclose and deliver to Felicia's Promise, all Intellectual Property, as defined below. All copyrightable works that I create shall be considered “work made for hire” and shall, upon creation, be owned exclusively by Felicia's Promise. I hereby represent and warrant that all of the product resulting from my work for Felicia's Promise will be original and will not infringe the rights of any third party, including without limitation intellectual property rights, such as rights pertaining to patents, trademarks, copyrights, and trade secrets.



7. I hereby assign and agree in the future to assign to Felicia's Promise (or as otherwise directed by Felicia's Promise) my full right, title, and interest in and to all Intellectual Property. I agree to provide, at Felicia's Promise's request, all further cooperation which Felicia's Promise determines is necessary or desirable to accomplish the complete transfer of the Intellectual Property and all associated rights to Felicia's Promise, its successors, assigns and nominees, and to ensure Felicia's Promise the full enjoyment of the Intellectual Property.

8. To the extent, I cannot transfer and assign my entire right, title, and interest to the Intellectual Property, or any portion thereof, then I will assign and transfer all right, title, and interest in and to the Intellectual Property to Felicia's Promise at the first opportunity to do so. To the extent that I cannot assign and transfer any of my full right, title, and interest in the Intellectual Property then I hereby grant Felicia's Promise an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to exploit or utilize the Intellectual Property as Felicia's Promise deems fit in its discretion. I will not charge Felicia's Promise or any of its successors or assigns for time spent in complying with these obligations under Paragraphs 6 through 8 of this Agreement.

9. I acknowledge and agree that were I to breach any of the provisions of this Agreement, the harm to Felicia's Promise would be irreparable. I, therefore, agree that in the event of such a breach or threatened breach Felicia's Promise shall, in addition to any other remedies available to them, have the right to obtain preliminary and permanent injunctive relief against any such breach without having to post bond, together with an award of reasonable attorneys' fees and costs.

10. This is a New York contract and shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles to the contrary. In the event of any alleged breach of this Agreement, I hereby consent and submit to the jurisdiction of the federal and state courts in and of the State of New York. I agree to accept service of process by registered or certified mail or the equivalent directed to my last known address on the books of Felicia's Promise or by whatever other means are permitted by such court.

11. I represent and warrant that my employment/partnership by Felicia's Promise and the execution and performance of this Agreement will not breach or be in conflict with any other agreement to which I am a party or am bound and that I am not now subject to any covenants against competition or similar covenants or other obligation to third parties or to any court order, judgment or decree that would affect the performance of my obligations hereunder or of my duties and responsibilities to Felicia's Promise. I will not disclose to or use on behalf of Felicia's Promise or induce Felicia's Promise to use, any proprietary information of any previous employer of mine or other third parties without that party's consent.

12. This Agreement sets forth the entire agreement between me and Felicia's Promise and supersedes all prior and contemporaneous communications, agreements, and understandings, written or oral, with respect to the subject matter hereof; provided, however, that this Agreement shall not terminate or supersede any additional obligations I may have pursuant to any other agreement or under applicable law with respect to confidentiality, non-competition, assignment of rights to intellectual property or the like. In the event of a conflict between this Agreement and any prior agreement between me and Felicia's Promise, this Agreement shall govern. No deletion, addition, marking, notation, or the like change to the body of this Agreement shall be of any force or effect and this Agreement shall be interpreted as if such change had not been made. This Agreement may not be modified or amended, and no breach shall be deemed to be waived unless agreed to in writing by

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me and an expressly authorized officer of Felicia's Promise. If any provision of this Agreement should, for any reason, be held invalid or unenforceable in any respect, it shall not affect any other provisions and shall be construed by limiting it so as to be enforceable to the maximum extent permissible by law. Provisions of this Agreement shall survive any termination if so provided in this Agreement or if necessary or desirable to accomplish the purpose of other surviving provisions.

13. Neither Felicia's Promise nor I may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, that Felicia's Promise may assign its rights and obligations under this Agreement without my consent (a) in the event that I am transferred to a position with one of Felicia's Promise's Affiliates or (b) in the event that Felicia's Promise shall hereafter effect a reorganization, consolidate with, or merge into any Person or transfer to any Person all or substantially all of the business, properties or assets of Felicia's Promise or of any division or line of business of Felicia's Promise with which I am at any time associated. This Agreement shall inure to the benefit of and be binding upon me and Felicia's Promise, and each of our respective successors, executors, administrators, heirs, representatives, and permitted assigns. I also agree that each of Felicia's Promise's Affiliates shall have the right to enforce all of my obligations to that Affiliate under this Agreement.

14. I acknowledge and agree that this Agreement does not in any way restrict my right or that of the Company to terminate my employment/partnership at any time, with or without notice or cause. In signing this Agreement, I give the Company assurance that I have read and understood all of its terms; that I have had a full and reasonable opportunity to consider its terms and to consult with any person of my choosing before signing; that I have not relied on any agreements or representations, express or implied, that are not set forth expressly in this Agreement; and that I have signed this Agreement knowingly and voluntarily.

Intending to be legally bound hereby, I have signed this Agreement under seal as of the day and year written below.

Name

Signature

Date

☐ Employee ☐ Intern ☐ Volunteer ☐ Board Member ☐ Consultant ☐ Other: _____



EXHIBIT A

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

TITLE	DATE	IDENTIFYING NUMBER OR BRIEF DESCRIPTION
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_____ No inventions or improvements

_____ Additional sheets attached

Name

Signature

Date