

# Patents and Non-disclosure of Confidential Information Agreement

**Please read this agreement prior to starting. You will be asked to sign to confirm your understanding.**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between PACCAR Inc ("PACCAR") and \_\_\_\_\_, ("Employee").

WITNESSETH:

WHEREAS, Employee is or desires to be employed by PACCAR in a capacity in which employee may contribute to, or have possession of or access to, confidential information which may or may not be patentable;

WHEREAS, PACCAR develops and uses valuable technical and nontechnical confidential information which it may wish to protect by keeping it secret and confidential or patenting it;

NOW, THEREFORE, in consideration of Employee's employment, or continued employment, this Agreement being a condition thereof and ancillary thereto and not purporting to set forth the terms of such employment, it is AGREED as follows:

1. Employee may have possession of or access to apparatus, equipment, drawings, reports, manuals, invention records, customer lists, computer programs, financial information, or other material and compilations of information embodying trade secrets or confidential technical or business information of PACCAR or its corporate affiliates.

Employee agrees:

a. not to use any such information or material for him or herself or others, and  
b. not to take any such material or reproduction thereof from PACCAR facilities, at any time during or after employment by PACCAR, except as required in Employee's duties to PACCAR. Upon termination of employment, or request by PACCAR, Employee agrees immediately to return all such material and reproduction thereof to PACCAR.

2. Except with prior written authorization by PACCAR, Employee agrees not to disclose to those not confidentially-bound to PACCAR or publish any trade secret or confidential, technical, financial, or business information or material of PACCAR or its affiliates or of another party to whom PACCAR owes an obligation of confidence, at any time during or after employment by PACCAR.

3. Employee shall make a prompt and complete disclosure in writing to PACCAR or its nominee any and all inventions, discoveries, and improvements, whether patentable or not, conceived or made by Employee either solely or with others during the period of employment by PACCAR and related to the business or activities of PACCAR, and shall assign and agree to assign all his or her interest therein to PACCAR or its nominee whenever requested to do so by PACCAR. Employee shall execute at no charge to PACCAR any and all applications, assignments, or other instruments which PACCAR shall deem necessary to apply for and obtain Letters Patent of the United States or any foreign country or to protect otherwise PACCAR's interests therein. Employee also agrees to provide PACCAR all reasonable assistance in preparing applications, drawings, specifications, etc., and PACCAR agrees to reimburse Employee for all reasonable expenses in giving such assistance. These obligations shall continue beyond the termination of employment with respect to inventions, discoveries, and improvements, whether patentable or not, conceived or made by Employee during the period of employment, and shall be binding upon Employee's assigns, executors, administrators, and other legal representatives.

In the absence of any notice to the contrary in writing to PACCAR prior to the date of the execution of this Agreement, it is to be assumed and understood that the Employee has not conceived an invention or improvement which (s)he wishes to exclude from the operation of this Agreement.

4. The obligations (except for disclosure) set forth in paragraph 3 above do not apply to an invention for which no equipment, supplies, facility, or trade secret information of PACCAR was used and which was developed entirely on employee's own time, unless (a) the invention relates (i) directly to the business of PACCAR, or (ii) to PACCAR's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for PACCAR.

5. Employee consents to PACCAR's notification to any future employer of the Employee about the existence of this Agreement.