

PATENT ASSIGNMENT AND NON-DISCLOSURE AGREEMENT

This Agreement is between the Center for Environmental Structure of Berkeley, California, (CES), and _____(Consultant or Employee).

CES has been hired by Herman Miller, Inc., (HMI), to design a personal work space as that concept is explained in the book, "The Personal Workplace, a New System of Furniture for the 21st Century." Consultant or employee is assisting CES in the design of one or more parts of that project (Project). CES is required to obtain from each consultant or employee who provides service to CES in connection with the Project confirmation that CES is the owner of all inventions and designs and has received from each consultant as assignment of any patent rights.

Now, therefore, consideration of the payments to be made to me, I agree as follows:

1. CES shall have the exclusive right, title, and interest to all inventions and designs conceived or first reduced to practice in connection with the Project. CES shall own all prototypes, models, specifications, drawings, and other materials pertaining to any product or concept relating to the Project. CES shall have the exclusive right to manufacture, or have manufactured, use, and

sell, and to grant licenses to others to have manufactured, use, and sell, any products relating to the Project.

2. Consultant or employee will promptly execute and deliver to CES without further consideration all documents necessary to permit CES to perfect and enforce its patent, design registration, and copyrights relating to the Project, and further agrees to assist CES in prosecuting any patent infringement claims.
3. Consultant or employee agrees that he has assigned to CES any rights he may have as a designer or inventor of any concept or product which relates to the Project. CES is required to warrant to HMI that to the best of his or her knowledge, no other firm, person, or corporation has any title or ownership interests in any concept or product relating to the Project and that there are no outstanding options, license agreements, or letters of intent relating to the ownership of any such concept or product.
4. Consultant or employee shall not communicate any information relating to the Project to any party other than CES or HMI without the prior approval of CES and HMI shall use her best efforts to prevent any inadvertent disclosure of the information to any third party.

5. Consultant or employee shall not use any information relating to the Project within its own organization except the extent necessary to perform its obligations under the Project.
6. This Agreement is for the benefit of HMI. HMI in addition to CEs may directly enforce the rights granted CES under the agreement. Consultant or employee, if requested, will execute patent assignments, patent applications, or other documents reasonably requested or necessary to protect the interest of HMI in the products and concepts covered by the Project.
7. This agreement shall be binding upon the parties hereto, the heirs, successors, and assigns.

In witness whereof, parties have signed this agreement on

_____.

Center for Environmental Studies

Consultant/Employee



herman miller

June 24, 1988

Mr. Christopher Alexander
Center for Environmental Structure
2701 Shasta Road
Berkeley, CA 94708

Dear Chris

Attached is the updated version of the Non-Disclosure Agreement which we sent to you Wednesday of this week. I've highlighted my updates on the second copy. Call me if you have any questions.

Warmest regards

Rob Harvey
Vice President, Design

attachment