

**ADOBE SYSTEMS INCORPORATED**  
**UNIVERSITY COLLABORATION**  
**RESEARCH AGREEMENT**

This Agreement, effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is entered into between Adobe Systems Incorporated, a for-profit corporation duly organized under the laws of the State of Delaware with its principal offices located at 345 Park Avenue, San Jose, CA 95110-2704 (“Sponsor”) and \_\_\_\_\_, a non-profit educational institution, with its campus located at \_\_\_\_\_ (“University”).

**RECITALS**

WHEREAS, University proposes to conduct a program of research designed to further the instructional and research objectives of University consistent with its status as a non-profit, tax-exempt educational and research institution;

WHEREAS, Sponsor wishes to assist University with such program of research on the terms and conditions contained in this Agreement and to license the technology associated with the sponsored research;

WHEREAS, University and Sponsor desire to combine their interests in this research for their mutual benefit;

THEREFORE, in consideration of the promises and conditions contained in this Agreement and for other good and sufficient consideration, University and Sponsor agree as follows:

**1. Definitions.** As used herein, the following terms shall have the following meanings:

(a) “Adobe Base Technology” means any technology, including but not limited to source code, know how, inventions, algorithms, processes, design concepts or details, specifications or other forms of proprietary technology, as identified on a Project Assignment and provided to University to permit University to pursue Research under a Project Assignment.

(b) “Documentation” means all technical documentation for the Technologies or Jointly Developed Technologies, as the case may be, including flowcharts, source code, object code, program procedures and descriptions (including descriptions of the source code and build procedures for the object code), procedures for maintenance and modification, testing data and similar written material relating to the design, structure and implementation of the Technologies. The term “Documentation” also includes any end user documentation or manuals.

(c) “Intellectual Property Rights” means all worldwide patents, patent applications, copyrights, trade secrets, mask works, trademarks, inventions and other intellectual property or proprietary rights associated with the Technologies.

(d) “Research” means the research to be performed by University as described on a Project Assignment, attached hereto as an Appendix and governed by this Agreement.

(e) “Technologies” means all technology developed by University that results from Research performed by University under this Agreement.

2. **Scope of Work.** Sponsor and University will from time to time mutually agree to various research projects to be undertaken by University. A description of each research project will be set forth on a Project Assignment, the form of which is attached hereto as EXHIBIT A (“Project Assignment”) and incorporated herein by this reference. University will use its best efforts to perform the Research described in any Project Assignment.

(a) **Effect of Agreement.** University agrees that the terms of this Agreement will apply to all Research performed by University for Sponsor even if a Project Assignment form has not been completed for a particular assignment. Except with respect to any Project Assignment form executed concurrently herewith, entering into this Agreement will not obligate either Sponsor or University to execute any additional Project Assignment forms or require Sponsor to provide University any additional research funds.

(b) **Duplicative Research.** University agrees that during the term of this Agreement, the researchers participating in a specific Project Assignment will not undertake any funded research projects from other sponsors that are materially duplicative of the research that is then being funded by Sponsor under an active Project Assignment.

3. **Control of Research.** Control of the research will rest entirely with University.

(a) **Project Director.** The completion of the research, all work assignments, and the use of the facilities or equipment provided by University shall be carried out under the direction of the Principal Investigator specified on the Project Assignment or, subject to Paragraph 12(b)(i), his successor (the “Project Director”), who is employed by University. University shall ensure that any University faculty, personnel or students designated to perform Research under this Agreement shall agree to assign to University any and all rights, title or interest in and to all Intellectual Property Rights arising from the performance of the Research hereunder.

(b) **Communication with Sponsor.** University, through its Project Director, will maintain a reasonable level of continuing communication with the designated liaison for the Sponsor (the “Sponsor Liaison”). The frequency and nature of these communications will be mutually defined by the Project Director and the Sponsor Liaison, and set forth in the Project Assignment. At a minimum, University will provide reports to Sponsor no less often than every three months describing the progress of the Research. University shall deliver to Sponsor the Technologies and Documentation at least once every six months in such form as to permit Sponsor to evaluate the Technologies and Documentation for consideration of the patent and license options as set forth in Sections 7 and 8. A final written report setting forth the accomplishments and significant research findings shall be prepared by University and submitted to Sponsor within 90 days of the completion or termination of each Project Assignment.

(c) **Sponsor Access.** Provided that Sponsor has given University reasonable advance notice, University shall provide Sponsor at all reasonable times with access to the premises at which the Research is being carried out and Sponsor shall have the right to inspect and examine the progress of the Research at all stages.

4. **Research Fee and Payment.**

(a) **Research Fee.** Each Project Assignment form will set forth the total fee to be paid by Sponsor to University in consideration of the Research to be performed by University thereunder and the schedule of payments with respect to such fee. Unless specifically indicated otherwise, such fee

shall be fixed and shall be deemed to constitute full compensation for all estimated salaries, facilities, expenses and costs of any type incurred by University in performance of the Research.

(b) **Changes to Research Fee Amount.** Without the express consent of Sponsor, Sponsor shall not be required to pay any amounts in excess of the research fee specified on the applicable Project Assignment form. If, at any time during the course of performing the Research under a Project Assignment, the Project Director has reason to believe that the research fee may prove to be inadequate for the Research, the Project Director shall immediately notify the Sponsor Liaison, and the parties will negotiate in good faith to change the scope of the research, increase the research fee or otherwise address the situation.

(c) **Method of Payment.** All payments payable to University shall be sent to the following address: \_\_\_\_\_  
\_\_\_\_\_. The tax identification number for University is \_\_\_\_\_.

## 5. **Publication.**

(a) **Publication Policy.** The parties expressly recognize that the University and its faculty and students have a legitimate educational interest in publishing learned treatises and in making public disclosure of academic materials at professional meetings and seminars. Accordingly, University and its faculty and students may publish any Research resulting from this Agreement, except for source code and “Confidential Information” as defined in Section 6 of this Agreement.

(b) **Procedures.** University will comply with the procedures set forth in this Paragraph prior to any publication of information or data concerning the Technologies. At least thirty (30) days prior to submission for publication or presentment, University will submit to Sponsor any drafts of proposed publications and/or descriptions of presentations concerning the Technologies. As soon as possible, but in any event within thirty (30) days of receipt of the draft or description and upon written notice to University, Sponsor may inform University of any objection that it may have as to the proposed publications and/or presentments and University will in good faith consider implementation of any changes proposed by Sponsor. Except for any such changes, the final submission for publication shall not differ materially from the draft submitted to Sponsor for review. University will, if requested by

Sponsor, cooperate with Sponsor to protect by patent application or other appropriate procedure the Intellectual Property Rights associated with the Technologies prior to publication.

**6. Confidentiality.**

(a) **Confidential Information.** “Confidential Information” as used in this Agreement shall mean any and all technical and non-technical information including patent, trade secret, and proprietary information, the Adobe Base Technology, if any, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Sponsor which are delivered by Sponsor to University or which are disclosed orally to University as being confidential, and may include, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information.

(b) **University Obligations.** University agrees that it will not make use of, disseminate, or in any way disclose Confidential Information to any person, firm or business, except to the extent necessary for performance of this Agreement. University agrees that it shall treat all Confidential Information with the same degree of care as it accords to its own confidential information and University represents that it exercises reasonable care to protect its own confidential information. In addition, the parties agree that any Confidential Information supplied by Sponsor to University pursuant to this Agreement shall be directly disclosed only to the Project Director. The Project Director may in turn disclose the Confidential Information on a need to know basis to professional colleagues at University and to University students, provided, however, that University must obtain from any such colleagues and students as a condition to disclosure a signed Agreement for Disclosure of Adobe Information in the form attached hereto as EXHIBIT B, which is incorporated by reference into this Agreement.

(c) **Termination of Obligations.** University’s obligations with respect to any portion of Confidential Information disclosed by Adobe to University, other than source code, shall terminate when University can document that such Confidential Information (i) was in the public domain at the time it was communicated to University by Sponsor; (ii) entered the public domain prior to the date of

the execution of this Agreement or subsequent to the time it was communicated to University by Sponsor, but through no fault of University or upon the consent of Sponsor; (iii) was in University's possession free of any obligation of confidence at the time it was communicated to University by Sponsor; (iv) was rightfully in University's possession free of any obligation of confidence at or subsequent to the time it was communicated to University by Sponsor; (v) was developed by employees or agents of University independently of and without reference to any information communicated to University by Sponsor; or (vi) was disclosed in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement. University's obligations with respect to source code provided hereunder shall terminate only when University can document that the source code as a whole falls within one of the above exceptions.

(d) **Survival of Obligations.** Unless otherwise provided in a Project Assignment, the general obligations identified in Paragraphs 6(a) - 6(c) with respect to a particular portion of Confidential Information shall be in effect for a period of three (3) years after the date of the completion of a Project Assignment in the course of which the Confidential Information was disclosed, provided, however, that University's obligations with respect to the nondisclosure and confidentiality of any source code provided by Sponsor to University hereunder shall survive any termination or expiration of this Agreement and shall continue until terminated pursuant to Paragraph 6(c).

## 7. **Technologies Ownership.**

(a) **Adobe Base Technology.** All rights, title and interest in the Adobe Base Technology and the Intellectual Property Rights associated therewith belong to Sponsor. Sponsor hereby grants to University a royalty free, nonexclusive, nontransferable license (with no rights to sublicense) to use the Adobe Base Technology, if any, solely for the purpose of performing Research for Sponsor as provided in a Project Assignment, and for no other purpose. Upon completion of Research under any Project Assignment, any Adobe Base Technology shall be immediately returned to Adobe and the license granted to University in this Paragraph shall immediately terminate.

(b) **University Ownership.** All rights, title and interest in the Technologies and Documentation developed solely by University faculty, employees, staff or students and the Intellectual

Property Rights associated therewith shall belong to University. University shall report any Intellectual Property Rights associated with the Technologies and Documentation to Sponsor through its Project Director.

(c) **Jointly Developed Technologies.** If the Research outlined in any Project Assignment (i) significantly relies upon an Adobe Base Technology licensed to University for Research purposes, (ii) is solely funded by Sponsor and by no other party, or (iii) includes significant development efforts by Sponsor, then such Project Assignment may specify that the Technologies, or any material part thereof, will be deemed Jointly Developed Technologies. If any Technologies are so deemed, the rights, title and interest in such Jointly Developed Technologies (but not including the Adobe Base Technology) and the Intellectual Property Rights associated therewith belong to University, subject to the rights of Sponsor described in Paragraph 7(d)(i) hereof.

(d) **Patent Rights to Technologies.** University shall promptly notify Sponsor of inventions or discoveries that may meet the criteria for patentability as set forth in U.S. patent law conceived in the course of performing Research under this Agreement and the parties shall have the rights with respect to patents for such inventions and discoveries as set forth below.

(i) **Rights to Jointly Developed Technologies.** Within ninety (90) days of receiving a notice of inventions or discoveries from University, Sponsor may notify University that it shall exercise its right to file patent applications at its own expense on any Jointly Developed Technologies on its own behalf and on behalf of University. Sponsor shall keep University reasonably informed as to the progress of such patent applications. Each party shall have the right to use its undivided interest in patent rights associated with the Jointly Developed Technologies without accounting to the other. During the term of the applicable Project Assignment and for one year after completion of the Research pertaining to any Jointly Developed Technologies, University will not license its interest in the Jointly Developed Technologies to any third party and, upon request from Sponsor, will enter into good faith negotiations to license its rights exclusively to Sponsor upon the terms set forth in Section 8 hereof. If Sponsor elects not to file patent applications on Jointly Developed Technologies, University may do so at its own expense without further obligation or accounting to Sponsor. University or Sponsor may transfer or assign its interest in any patents pertaining to the Joint Technologies at any time \_\_\_\_ years after such patent is issued.

(ii) **Rights to Inventions Made Solely by University.** Within thirty (30) days of receiving a notice of inventions or discoveries from University, Sponsor shall notify University if it desires that a patent application be filed on Technologies solely developed by University. If Sponsor notifies University that it desires that a patent application be filed, University, in consultation with Sponsor, shall promptly have prepared, filed, and prosecuted U.S. and foreign patent applications at Sponsor's expense. Sponsor shall select the foreign countries in which it desires patent applications to be filed and shall be given a reasonable amount of time to review and propose changes to any proposed U.S. or foreign patent application. Each party shall have the right to use its undivided interest in patent rights associated with the Developed Technologies without accounting to the other. During the term of the applicable Project Assignment and for six months thereafter pertaining to any Developed Technologies, University will not license its interest in the Developed Technologies to any third party and, upon request from Sponsor, will enter into good faith negotiations to license its rights exclusively to Sponsor upon the terms set forth in Section 8 hereof. The right to negotiate an exclusive license shall survive for one hundred twenty (120) days from Sponsor's notification to University that a patent application be filed. This period may be extended upon the mutual written agreement of University and Sponsor.

If Sponsor elects not to support the filing of a patent application by University or wishes to discontinue financial support of the prosecution or maintenance of patent applications or issued patents, University shall be free to undertake such filing, prosecution or maintenance at University's sole expense with Sponsor having no further rights to such patent applications or issued patents. Nevertheless, during the term of a Project Assignment and for six months thereafter, University will not grant a license to a third party for rights to any invention made under such Project Assignment without again offering an exclusive license to Sponsor.

## **8. Licensing and Right of First Refusal.**

(a) **License Grant.** Except as set forth below, University hereby grants to Sponsor a nonexclusive, worldwide, royalty-free, fully paid, perpetual, irrevocable and transferable license (with rights to sublicense through multiple tiers of sublicensees), including all Intellectual Property Rights in the

Technologies (and Jointly Developed Technologies, if any) and Documentation, to use, execute, copy, reproduce, distribute, modify, create derivative works of, display, and publicly perform the Technologies, Jointly Developed Technologies, and Documentation as incorporated into or bundled with Adobe's products or technologies (by any means now known or hereafter developed). Such license includes a license to make, have made, use, have used, practice, have practiced, import or have imported, sell, lease, license and otherwise transfer the Technologies and Documentation.

Notwithstanding the license grant herein, University does not grant Sponsor any right to any patent applications or patents issued, or to make, have made, use, practice, license or transfer any Technologies included in the claims of such patent application or issued patent for which Sponsor declined to support, or ceased to support, as provided in Paragraph 7(d)(ii) hereof.

**(b) Right of First Refusal.** University will notify Sponsor of University's intention to license, sell or transfer (if applicable) the Technologies and Documentation, and any Intellectual Property Rights therein, and University hereby grants Sponsor the first right to negotiate an exclusive license or purchase agreement therefor. Prior to entering into any agreement to license, sell or transfer any Intellectual Property Rights in such Technologies to any party other than Sponsor, University will provide Sponsor with a written notice describing the proposed license, sale or transfer in detail, including the name of the proposed transferee or licensee (the "Notice"). Sponsor shall have an exclusive one hundred twenty (120) day period following receipt of the Notice to negotiate the terms and conditions of an exclusive license or purchase agreement with University, provided Sponsor notifies University of its intention to negotiate within thirty (30) days following receipt of the Notice. During such Notice and negotiation period, University will not negotiate an agreement relating to the Intellectual Property Rights described in the Notice with any other party.

**(i) No Agreement Reached.** If the parties are unable to reach agreement on an exclusive license or purchase during the one hundred twenty (120) day negotiation period, University shall be free to enter into the agreement described in the Notice with the transferee or licensee named in such Notice *provided, however*, that if University intends to accept any offer from the transferee or licensee which is not more favorable to University than Sponsor's offer, University shall promptly notify Sponsor and Sponsor shall have the right to enter into an agreement with University on the terms and conditions of such offer.

(ii) **Change in Terms.** Any material change in the terms of a proposed third party transaction, or any proposed agreement with a new transferee or licensee, shall require a new Notice to Sponsor pursuant to this Paragraph 8(b). If Sponsor elects not to enter into an exclusive license or purchase agreement with University, any exclusive license or purchase agreement which University enters into with any third party will be subject to Sponsor's license as set forth in Paragraph 8(a).

**9. Taxes; Relationship of Parties.**

(a) **Taxes.** Sponsor acknowledges University's representation that University is an I.R.C. Section 501(c)(3) tax exempt entity and educational institution and that the consideration identified in this Agreement is contemplated not to give rise to the payment of any taxes. If the transfer of consideration under this Agreement from Sponsor to University gives rise to the payment of any taxes, University shall pay any such taxes and shall indemnify and hold Sponsor harmless from any such tax.

(b) **Independent Contractor.** For purposes of this Agreement and all services provided pursuant to it, each party shall be an independent contractor and not an agent or employee of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other party, except as may be explicitly provided for in this Agreement or authorized by the other party in writing.

**10. Publicity and Use of Name.** Except as set forth below, neither party will use the name, trademark or other identifier of the other party in any advertisement, promotion or commercially-related publicity without approval of the other party. However, Sponsor may describe, and University may describe and/or acknowledge, Sponsor's support for, and the nature of, the investigations and research pursued under this Agreement, so long as any such statement accurately describes the relationship of the parties and otherwise conforms to the terms of this Agreement.

**11. Term and Termination.**

(a) **Term.** This Agreement shall commence as of the Effective Date and shall continue in force for a period of six (6) years thereafter. This period may be extended by mutual agreement in writing signed by both parties.

(b) **Termination.**

(i) **Change in Project Director.** If the Project Director is unavailable or unable to continue direction of the Research for a period in excess of thirty (30) days, University shall notify Sponsor and may nominate a replacement. If University does not nominate a replacement or if that replacement is unsatisfactory to Sponsor, Sponsor may terminate this Agreement upon thirty (30) days written notice.

(ii) **Breach of Agreement.** If either party fails to meet any of its material obligations under this Agreement and fails to remedy such failures within thirty (30) days after receipt of written notice from the other party, the nonbreaching party may terminate this Agreement upon written notice. Notwithstanding the foregoing, Sponsor may immediately terminate this Agreement if University is in material breach of its obligations under Section 6 hereof.

(iii) **For Convenience.** This Agreement may be terminated by either party for convenience upon thirty (30) days written notice to the other party if there is no outstanding Project Assignment.

(c) **Rights Upon Termination.**

(i) **Sponsor's Obligations.** Upon any termination of this Agreement, Sponsor will have no future obligations, including but not limited to payment obligations, provided however, that if University terminates this Agreement because of Sponsor's uncured breach, Sponsor will pay University for all work completed as of the date of notice of termination, up to a maximum payment of any unpaid amount due to University as set forth in the applicable Project Appendix to cover outstanding payment commitments for students' support, if any, through the end of the academic period in which the Agreement is terminated.

(ii) **Prior Obligations.** Termination or expiration of this Agreement for reasons other than an unremedied failure to meet the material obligations under this Agreement shall not affect the rights and obligations of the parties accrued prior to termination.

(iii) **Title to Equipment.** So long as the Research authorized under a particular Project Assignment is completed by University, University shall retain title to all equipment purchased, donated and/or fabricated by it with funds provided by Sponsor under such Project Assignment, unless otherwise identified. If this Agreement is terminated by either party for any cause, except for

termination by University based on an uncured material breach of contract by Sponsor, then Sponsor will reimburse University for noncancelable commitments for equipment purchases specified in the Project Assignment only if University transfers title to such equipment to Sponsor.

(d) **Return of Confidential Information.** Upon termination or expiration of this Agreement, University will immediately deliver to Sponsor (i) all Sponsor Confidential Information and Adobe Base Technology (if any) and certify in writing that University has destroyed all copies of Sponsor Confidential Information and (ii) all Technologies, Jointly Developed Technologies and Documentation existing as of the date of termination or expiration which shall be subject to the licenses granted pursuant to this Agreement, so long as Sponsor has paid University all amounts due up until any notice of termination.

## 12. **Indemnification.**

(a) **By Sponsor.** University does not warrant the effectiveness or operation of the Technologies or of any products or processes developed by Sponsor based upon the Technologies. Sponsor, therefore, agrees to hold University harmless and to indemnify University, its trustees, officers, employees, students, and agents from and against any and all litigation, claims, damages, and actions (including reasonable attorney fees), to the extent such litigation claims, damages and actions are based on claims of product liability that may be instituted against University arising out of Sponsor's marketing, distribution, sale, production, manufacture, lease, license, consumption, and advertisement of Sponsor's products or processes based upon the Technologies, including but not limited to, claims resulting from any type of manufacturing or design defect in such resulting products or processes or by the use or misuse of such products or processes.

(b) **By University.** University represents and warrants that the Technologies and Documentation (i) will be original creations of University, (ii) will not infringe any copyright or trade secret rights in the U.S., European Union or Japan, or any other proprietary rights of any third party in the U.S. and (iii) to the best of its knowledge, will not infringe any patent rights in the U.S. or European Union; that University has not previously or otherwise granted any rights to any third party which conflict with the rights herein granted by University; and that University has the full power and ability to enter into this Agreement, to carry out its obligations set forth herein and to grant the rights granted to

Sponsor herein. University further represents that neither the Technologies nor the Documentation contain any confidential information of a third party. University will indemnify Sponsor and its customers for, and hold them harmless from, any loss, expense, damages, claims, demands, or liability arising from any claim, suit or recovery resulting from a breach of any warranty or promise set forth above up to the limit of liability identified in Section 14 (“Exclusive Remedies”) of this Agreement, provided that University is given the right to participate in the investigation, preparation, defense and settlement of such claim or suit. Sponsor will promptly notify University in writing of any such claim or suit, and will control the defense thereof with counsel of its own choice.

**13. Disclaimer of Warranties.** EXCEPT AS SET FORTH IN PARAGRAPH 12(b), UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION, OR ACCURACY OF THE RESEARCH OR ANY INVENTIONS, PRODUCTS, OR PROCESSES, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT, OR THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION PRODUCT, OR PROCESS.

**14. Exclusive Remedies.** Except for University's breach of the confidentiality obligations set forth in Section 6, in no event will either party be liable for incidental or consequential damages or for lost profits even if such party has been advised of the possibility of such damages. Sponsor's exclusive remedy pursuant to this Agreement for any breach by University shall be limited to recovery from University of actual damages (except as set forth above) and any reasonably related attorney fees and costs up to the total amounts paid by Sponsor to University hereunder, provided however, that for breaches by University of the representations and warranties set forth in Paragraph 12(b), Sponsor's recovery shall be limited to actual and consequential damages and reasonable attorney's fees up to the total maximum amount of \$\_\_\_\_\_ and any amounts paid by Sponsor to University under any extension or amendment of this Agreement. Sponsor's aggregate cumulative liability to University under this Agreement shall not exceed the amounts paid to University hereunder.

**15. Assignment.** University shall not assign or transfer any rights or obligations arising from this Agreement without the prior written consent of Sponsor. Sponsor shall not assign its obligations under Section 4 ("Research Fee and Payment") without the prior written consent of University. Any and all assignments not made in accordance with this Section shall be void. Subject to the above restriction on assignments, this Agreement shall insure to benefit and bind the successors and assignees of the parties.

**16. Jurisdiction and Venue.** This Agreement shall be subject to the laws of the United States of America and the State of California. Venue for any legal disputes (a) brought by Sponsor against University shall be in the county and state in which the main University campus is located, and (b) brought by University against Sponsor shall be in Santa Clara County, California.

**17. General Provisions.**

(a) **Notices.** Any notice to either party to this Agreement must be in writing, signed by the party sending it and personally served or delivered by ordinary, registered or certified mail or facsimile, to the following address:

For University:

For Sponsor:

Adobe Systems Incorporated  
345 Park Avenue  
San Jose, CA 95110-2704

Attn: General Counsel

Facsimile: ( ) -

Facsimile: (408) 537-4060

(b) **Survival.** Sections [5, 6, 7, 9, 12, 13, 14, 15, 16, and 17] shall survive the termination or expiration of this Agreement.

(c) **Injunctive Relief.** It is understood and agreed that, notwithstanding any other provision of this Agreement, breach of the provisions of this Agreement regarding the protection of Sponsor's Confidential Information by University will cause Sponsor irreparable damage for which recovery of money damages would be inadequate, and that Sponsor shall therefore be entitled to seek timely injunctive relief to protect Sponsor's rights under this Agreement in addition to any and all remedies available pursuant to this Agreement.

(d) **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(e) **Severability.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

(f) **Warranty.** Sponsor and University each warrants that it has full power to enter into and perform this Agreement, and the person signing this Agreement on behalf of Sponsor and University has been duly authorized and empowered to enter in this Agreement, understands it and agrees to be bound by it.

(g) **Confidentiality of Agreement.** No party will disclose the terms of this Agreement, except (i) pursuant to a mutually agreeable press release, (ii) pursuant to a governmental rule or

regulation, or (iii) as otherwise required by law, provided however that prior to any disclosure contemplated by this Paragraph notice shall be given to the non-disclosing party to reasonably permit such party to seek a protective order.

(h) **Attorney's Fees.** In any legal proceeding between the parties, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses from the non-prevailing party.

(i) **Export of Technical Data.** Neither party will knowingly export or re-export or cause to be exported or re-exported, directly or indirectly, any materials or any items licensed or developed under this Agreement or technical information or direct product thereof received from the other party to any country for which the United States government, or any agency thereof, requires an export license or other government approval at the time of such export without first obtaining any required license or approval. Each party will reasonably cooperate with the other party in obtaining such licenses or approvals.

(j) **Entire Agreement.** This Agreement, together with any and all Appendices, constitutes the full and complete understanding of the parties regarding the subject matter of this Agreement. No modification, alteration of or addition to this Agreement shall be effective to bind the parties unless it shall be in writing, signed by the parties or their authorized representatives.

The agreement of University and Sponsor to the terms as stated above is indicated by the signatures affixed below.

**SPONSOR:**

**UNIVERSITY:**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Its: \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**  
**Form of**  
**PROJECT ASSIGNMENT**

PROJECT ASSIGNMENT NO. \_\_\_\_\_ TO  
UNIVERSITY COLLABORATION RESEARCH AGREEMENT

BETWEEN

ADOBE SYSTEMS INCORPORATED

AND

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Dated as of \_\_\_\_\_, 200\_

This Project Assignment No. \_\_\_\_ sets forth the scope, fees and different and additional terms relating to specific research, development services and deliverables provided by \_\_\_\_\_ (“University”) for Adobe Systems Incorporated (“Sponsor”) pursuant to the University Collaboration Research Agreement (the “Agreement”) between the parties. This Project Assignment is incorporated by this reference into the Agreement and shall be effective on the date last executed below. The terms and conditions of this Project Assignment are applicable only to the specific Research project described herein and do not alter the terms and conditions applicable to other Research conducted by University for Sponsor under the Agreement by the addition of other Project Assignments. All capitalized terms not defined in this Assignment shall have the meanings set forth in the Agreement

1. **Scope of Research.** The scope of Research to be conducted by University under this Project Assignment is as follows:

2. **Personnel.**

a. **University Project Director:** \_\_\_\_\_

b. **Sponsor Liaison:** \_\_\_\_\_

c. **University Resources.** University shall commit the following faculty, personnel and students to perform the Research:

3. **Research Fee and Budget.** The research fee to be contributed by Sponsor for the Research performed under this Project Assignment is: \$\_\_\_\_\_.

The fee shall be paid to University in the following installments:

The budget for use of the Research fee is as follows:

Salaries (student)	\$ _____
Salaries (other)	\$ _____
Equipment	\$ _____
Indirect costs	\$ _____
Total	\$ _____

4. **Equipment.** The equipment described below, if any, will be purchased by University for its use in performing the Research. The research fee shall cover the cost of such purchase and University will have title to such equipment unless otherwise specified, subject to the terms of the Agreement regarding rights to equipment upon termination of the Agreement.

5. **Adobe Base Technology.** Will Sponsor provide University with Adobe Base Technology to use in the performance of the Research?

Yes       No

If Yes, describe the Adobe Base Technology:

Will the Adobe Base Technology (if any) include any Adobe source code?

Yes       No

If Yes, describe the source code and attach Schedule 1, Secure Procedures for Handling Source Code, to this Project Assignment:

6. **Jointly Developed Technologies.** Will the Technologies, or any portion thereof, that result from the Research be deemed Jointly Developed Technologies, as provided in Section 7(c) of the Agreement?

Yes       No

If Yes, describe the anticipated Jointly Developed Technologies:

7. **Reporting.** University will periodically report its findings resulting from the Research orally every \_\_\_\_\_ months, and shall provide a written report on the Research every \_\_\_\_\_ months, as well as a written report within 90 days of the termination or expiration of this Project Assignment.

8. **Completion of Research.** The Research to be performed under this Project Assignment will be completed by University by \_\_\_\_\_, 200\_.

The agreement of University and Sponsor to the terms as stated above in this Project Assignment is indicated by the signatures affixed below.

**SPONSOR**

ADOBE SYSTEMS INCORPORATED

**UNIVERSITY**

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Schedule 1**  
to  
PROJECT ASSIGNMENT NO. \_\_\_\_

SECURE PROCEDURES FOR HANDLING SPONSOR SOURCE CODE

Under the terms of the Agreement and this Schedule 1, Sponsor agrees to provide to University certain proprietary source code that constitutes a trade secret of Sponsor (the "Source Code"). University agrees that it shall control access to the Source Code shall through the following procedures:

1. University will ensure that any person with access to the Source Code shall comply with these procedures.
2. University shall maintain only one master copy of the Source Code on tangible media. Each subsequent copy of the Source Code must have a unique serial number stamped on each page in red ink, which identifies it as an authorized copy, and each page must be stamped "Adobe Systems Confidential - Copying Prohibited" as well.
  - a. University shall control access to all copies of the Source Code by assigning one copy to each member of the Research team authorized to receive a copy, and maintaining a log of which copy, identified by its unique serial number, has been distributed to which employee. All personnel and students performing the Research shall be instructed not to copy the Source Code on their own, and not to disclose the Source Code to anyone not authorized to receive it.
  - b. All copies of the Source Code must be kept in a locked drawer or cabinet in the Lab where the Research is performed at all times when not in use.
3. Access to all electronic copies of the Source Code and software derived therefrom shall be controlled through a secure computer system. The following procedures apply:
  - a. The Source Code and derived software will be placed on a single network server (the "Server") which will be kept in the Lab, which shall be a locked room. The Server will not be accessible from outside the Lab via networks, telephone lines, modem, or other connection. The Source Code and derived software will be password protected using the security facilities of the Server operating system.
  - b. Access to the Lab and the Server will be controlled by the Project Director. Only those authorized members of the research team with a need for access will be authorized to access the Server. Physical connection to the Server will be accomplished by connecting the Server to terminals also located in the Lab. Logical connection to the Server will be accomplished through use of a password protected log-on procedure. Authorized researchers will be advised of their obligation to log-off the Server before leaving a terminal or PC unattended.
  - c. Maintenance of the Server will be performed under the supervision of an authorized employee of University to ensure that the Source Code and derived Software is not accessed by any third party maintenance personnel. In the event of failure of the Server fixed disk drive containing Source Code, the failing media will be destroyed in a manner that renders the recorded information completely and irrevocably irretrievable.
  - d. Periodically the Server fixed disk drive may be dumped to one or more tapes which must be archived according to standard University procedures. The backup tape(s) must be marked University "secret" for maximum security and treated accordingly.

**EXHIBIT B**

**ADOBE SYSTEMS INCORPORATED**

**AGREEMENT FOR DISCLOSURE OF ADOBE INFORMATION AND ASSIGNMENT  
OF INVENTIONS**

Effective Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Month / Date / Year)

“Adobe”:  
ADOBE SYSTEMS INCORPORATED

345 Park Avenue  
San Jose, CA 95110-2704

“Recipient”:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

This Agreement is made by and between Adobe and Recipient each having principal places of business or residence as noted above.

Recipient is a student or professor associated with a nonprofit educational institution ("University") that has entered into an agreement with Adobe pursuant to which University is conducting a program of research sponsored by Adobe (the "Agreement"). Under the terms of the Agreement, Adobe will make confidential disclosures to certain personnel and students associated with University from time-to-time. Such Adobe Confidential Information may be disclosed to Recipient either by Adobe or by other persons associated with the University.

Adobe and Recipient agrees as follows:

1. “Adobe Confidential Information” as used in this Agreement shall mean any and all technical and non-technical information including patent, trade secret, and proprietary information, the Adobe Base Technology, if any, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Adobe, and includes, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information, whether disclosed to Recipient orally or in writing, and whether communicated to Recipient by Adobe or by personnel associated with University.
2. Recipient agrees that it will not make use of, disseminate, or in any way disclose Adobe Confidential Information to any person, firm or business, except to the extent necessary for purposes Adobe may hereafter authorize in writing.

3. Recipient agrees that it shall use all reasonable and necessary care to protect the Adobe Confidential Information from disclosure.
4. Recipient shall not remove or transmit electronically any copies of Adobe Confidential Information in any form from University for any purpose except as hereafter authorized by Adobe in writing.
5. Recipient agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Adobe Confidential Information.
6. Recipient's obligations under Paragraphs 2 and 3 and with respect to any portion of Adobe Confidential Information shall terminate three (3) years from the date of completion of the Project Assignment in the course of which such portion of the Adobe confidential Information was disclosed, or such earlier time that Recipient can document that (a) it was in the public domain at or subsequent to the time it was communicated to Recipient through no fault of Recipient; (b) it was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time it was communicated to Recipient; (c) it was developed by Recipient independently of and without reference to any Adobe Confidential Information; (d) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement; or (e) such portion of Adobe Confidential Information was communicated to Recipient more than three years ago; provided however that Recipient's obligation with respect to the nondisclosure and confidentiality of any source code shall survive in perpetuity.
7. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, design and lists) furnished to Recipient, and which are designated in writing to be the property of Adobe, shall remain the property of Adobe and shall be returned to it promptly at its request, together with any copies thereof.
8. Recipient, in accordance with the policy of University, assigns and agrees to assign to University Recipient's entire right, title, and interest in and to all intellectual property rights which recipient may solely or jointly conceive, develop or reduce to practice or otherwise create during the period of Recipient's employment with University which relate at the time of creation, conception or reduction to practice to research or development undertaken at University pursuant to agreements with Adobe.
9. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**ADOBE**

**RECIPIENT**

ADOBE SYSTEMS INCORPORATED

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_