

INTELLECTUAL PROPERTY AGREEMENT

This agreement (the “Agreement”) is between THE ENERGY PROJECT (“TEP”), located at 7 Ploughmans Bush, Riverdale, NY 10471 and _____ (“Recipient”) located at _____ .

WHEREAS, Recipient has registered or has expressed an interest in registering for a Public Workshop to be given by TEP in which TEP shall provide training in its proprietary methods for increasing productivity and well-being; and

WHEREAS, TEP has advised Recipient that, as a condition precedent to receiving such training Recipient must agree in writing to the terms of this TEP Intellectual Property Agreement;

NOW, THEREFORE, in consideration of TEP’s agreement to provide such training and of Recipient’s promise to abide by the terms of this TEP Intellectual Property Agreement as set forth below, it his hereby agreed, by and between the parties hereto, as follows:

1. The purpose of this agreement is to outline the conditions under which Recipient is permitted to have access to, and to use, TEP Intellectual Property (defined below) and TEP Proprietary Information (defined below), which has been developed by TEP through several years of intensive research, teaching and program development. Subject to the terms of this Agreement, TEP will provide recipient with access to certain TEP Intellectual Property and TEP Proprietary Information for the purpose of, and only in connection with, the TEP Public Workshop identified on page 3 of this agreement.
2. TEP Intellectual Property includes, without limitation, all copyrights, trademarks (including without limitation THE ENERGY PROJECT® and THE ENERGY AUDIT®), trade secrets, inventions, improvements, know-how, processes, discoveries, designs, data, software, formulas, literary works, films, video, audiovisual works, other works of authorship and all parts thereof conceived or created by TEP. TEP Intellectual Property also includes all written, electronic, audio and audiovisual materials created by TEP for use in its training programs, including without limitation, participant handouts, TEP Energy Audit reports, bound participant material, instructor’s notes and exercises, photographic slides and electronic information, and PowerPoint presentations.
3. Recipient agrees (i) that all TEP Intellectual Property, and any improvements, modifications or revisions thereof and all derivative works based thereon, are and shall remain the sole property of TEP; (ii) to treat all TEP Intellectual Property as confidential and not to disclose it to any third parties except to the extent specifically requested by TEP in connection with Recipient’s performance of services requested by TEP; and (iii) not to use TEP Intellectual Property in any manner except as require to perform specific duties or tasks pursuant to TEP’s instructions.



4. Recipient further agrees that TEP's confidential business information, including without limitation all data, information and other knowledge about TEP's client base and TEP's products and services matched to meet its clients' needs ("TEP Proprietary Information"), constitutes valuable and confidential information which provides TEP with a competitive advantage in its market. TEP Proprietary Information also includes, without limitation, all information and material relating to TEPs' educational and consultation services and products, business plans and opportunities, client contract terms, financial information and client and supplier listings. Recipient agrees to treat all TEP Proprietary Information as confidential and not to disclose it to any third parties.

Recipient further agrees not to use TEP Proprietary Information in any manner except as required to perform specific duties or task pursuant to TEP's instructions.

5. The laws of the State of New York shall govern this Agreement and any dispute hereunder shall be resolved in the federal or state courts in the State of New York. Recipient agrees to submit to the jurisdiction of such courts for the purpose of resolving any dispute under this Agreement.

6. TEP shall have no financial liability whatsoever to Recipient in connection with the performance of services for TEP's clients or on account of the performance of any other activity by Recipient.

In witness whereof, the parties hereto have caused the Agreement to be executed as of this _____ day of _____, 20__.

Signature _____
Tony Schwartz
President, **THE ENERGY PROJECT**

Signature _____

Name _____

Organization _____
Attendee at The Energy Project Public Workshop

Workshop Title _____

Workshop Location _____

Workshop Date(s) _____

