

EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONSORTIUM CONTRACT: _____

CONTRACTOR/EMPLOYER NAME: _____

CONTRACT NUMBER _____

GENERAL INFORMATION

The Contractor referenced above has entered into the above-referenced Consortium Contract with the California Statewide Automated Welfare System (hereafter sometimes "Consortium") to provide certain services to the Consortium. The Consortium requires your signature on this Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Consortium Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the Consortium Contract.

I understand and agree that I am not an employee of the Consortium for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the Consortium by virtue of my performance of work under the Consortium Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the Consortium pursuant to any agreement between any person or entity and the Consortium.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the Consortium Contract is contingent upon my passing, to the reasonable satisfaction of the Consortium, any and all such investigations. I understand and agree that my failure to pass, to the reasonable satisfaction of the Consortium, any such investigation shall result in my immediate release from performance under the Consortium Contract and/or any future contract with the Consortium.

CONFIDENTIALITY

I may be involved with work pertaining to services provided by the Consortium and, if so, I may have access to confidential data, information, and materials pertaining to persons and/or entities receiving services from the Consortium. In addition, I may also have access to proprietary data, information, and materials that are owned, copyrighted, and/or supplied by the Consortium, the above-referenced Contractor, or other vendors doing business with the Consortium. The Consortium has a legal obligation to protect all such confidential and proprietary data, information and materials in Consortium's possession, including, without limitation, data, information and materials concerning health, criminal and welfare recipient records.

I understand that if I am involved in Consortium work, the Consortium must ensure that I, too, will protect the confidentiality of such data, information, and materials. Consequently, I

understand that I must sign this Agreement as a condition of my work to be provided by the above-referenced Contractor for the Consortium. I have read this Agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data, information, or materials obtained while performing work related to the Consortium Contract between the above-referenced Contractor and the Consortium. I agree to use and maintain all confidential information in accordance with the restrictions found in California Welfare and Institutions Code Section 10850 and California Department of Social Services, Manual of Policies and Procedures Chapter 19-000. I agree to forward all requests for the disclosure or release of any data, information, or materials received by me to my immediate supervisor.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the Consortium, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created or provided to or by me as related to the Consortium Contract. I agree to protect these confidential items against disclosure to other than the above-referenced Contractor or Consortium employees who have a need to know the information. I agree that if confidential or proprietary data, information and materials of the Consortium, the above-referenced Contractor, or other vendors doing business with the Consortium is provided to me during this employment, I shall keep such data, information and materials confidential.

I agree to report to my immediate supervisor any and all violations of the above-referenced Consortium Contract or this Agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential and proprietary data, information and materials to my immediate supervisor upon completion of my work on the Consortium Contract, or termination of my employment with the above Contractor, whichever occurs first.

COPYRIGHT ASSIGNMENT

Subject to the provisions of the Consortium Contract referenced above and Contractor's ownership of Contractor Technology as defined therein, and solely as necessary to effectuate any ownership rights granted to the Consortium therein, I agree that all materials, documents, software programs and documentation, designs, specifications, configurations, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, notes, algorithms, formulas, processes, procedures, manuals, data, and information and/or tools of all types, relating to the [PROJECT NAME], and all updates thereto, as well as all CalSAWS Data, CalSAWS Project Control Document, acceptance test criteria, acceptance test plans, departmental procedures and processes, and Deliverables, as such terms are defined or described in the Consortium Contract described above, developed or acquired by me in whole or in part pursuant to the Consortium Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of the Consortium. In this connection, I hereby assign and transfer to the Consortium in perpetuity for all purposes all my right, title, and interest in and to all such items, including, without limitation, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof.

Subject to the provisions of the Consortium Contract, whenever requested by the Consortium, I agree to promptly execute and deliver to the Consortium all papers, instruments, and other documents requested by the Consortium, and to promptly perform all other acts requested by the Consortium, to carry out the terms of this Agreement, including, without limitation, executing an

assignment and transfer of copyright in a form substantially similar to the Assignment and Transfer of Copyright attached hereto and incorporated herein by reference.

Subject to the provisions of the Consortium Contract, the Consortium shall have the right to register all copyrights in the name of the Consortium and shall have the right to assign, license, or otherwise transfer any and all of the Consortium's right, title, and interest, including, without limitation, copyrights, in and to the items described above.

I acknowledge that violation of this Agreement may subject me to civil and/or criminal action under this Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement and/or applicable law.

Date: _____

Name: _____
(Contractor Employee's Signature)

Name: _____
(Print Contractor Employee's Name)

Working Title: _____

Original: Contractor

Copy: Contractor Employee

ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual (hereafter "Grantor"), does hereby assign, grant, convey and transfer to the Consortium (hereafter "Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, designs, specifications, configurations, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, notes, algorithms, formulas, processes, procedures, manuals, data, and information and/or tools of all types, relating to the [PROJECT NAME], and all updates thereto, as well as all CalSAWS Data, CalSAWS Project Control Document, acceptance test criteria, acceptance test plans, departmental procedures and processes, and Deliverables, as such terms are defined or described in the Consortium Contract described above, and further including any and all items developed under the Agreement, including, without limitation, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively referred to herein as "Works") and in and to all copyrights and right, title, and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, without limitation, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute, or otherwise.

[CONTRACTOR NAME] and Grantee have entered into Consortium Contract Number _____ for _____, dated _____, and any amendments thereto (collectively referred to herein as "Agreement").

GRANTOR: _____
(Signature)

DATE: ____/____/____

NAME: _____
(Print)

WORKING TITLE: _____