

EXHIBIT D.1

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

CONSORTIUM CONTRACT: _____

SUBCONTRACTOR/EMPLOYER NAME: _____

CONTRACT NUMBER _____

GENERAL INFORMATION

The Subcontractor 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 Subcontractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand and agree that the above-referenced Subcontractor 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 Personally Identifiable Information (PII) and Personal Health Information (PHI) pertaining to persons receiving services from the Consortium. In addition, I may also have access to 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 that are owned, copyrighted, and/or supplied by the Consortium, the

above-referenced Subcontractor, or other vendors doing business with the Consortium. All PII, PHI, and other documents and materials referenced above shall hereinafter be referred to as "Confidential Information." The Consortium has a legal obligation to protect all such "Confidential Information," 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 all Confidential Information. Consequently, I understand that I must sign this Agreement as a condition of my work to be provided by the above-referenced Subcontractor 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 Confidential Information. 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 Information, including without limitation 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 this Confidential Information against disclosure to other than the above-referenced Subcontractor or Consortium employees who have a need to know the information. I agree that if Confidential Information of the Consortium, the above-referenced Subcontractor, 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 Information to my immediate supervisor upon completion of my work on the Consortium Contract, or termination of my employment with the above Subcontractor, whichever occurs first.

I understand and agree that breach of this Agreement may cause irreparable harm for which money damages may not provide adequate compensation, and that Consortium is entitled to seek injunctive relief against any breach or threatened breach of confidentiality (without proving actual damage or posting a bond or other security). I further understand and agree that the confidentiality and non-disclosure obligations contained in this Exhibit D as well as the Consortium Contract shall last in perpetuity.

INTELLECTUAL PROPERTY ASSIGNMENT

Subject to the provisions of the Consortium Contract referenced above and Subcontractor's ownership of Subcontractor Technology as defined at Section 10.4 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. 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 and Subcontractor's ownership of Subcontractor Technology as defined at Section 10.4 therein, I acknowledge that the Services performed under the Consortium Contract, and all Deliverables and work product that results from such Services, are being created for use the Consortium's use and, as such, constitutes a "work made for hire" as defined at Title 17 United State Code section 101 and, at all stages of development, the Services shall be and remain the sole and exclusive property of the Consortium. At Consortium's sole discretion, Consortium may make changes in, deletions from, or additions to the Services and work products in accordance with the Consortium Contract. If for any reason the results and proceeds of the work and Services hereunder are determined at any time not to be a work made for hire, I hereby irrevocably transfers and assigns to Consortium all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto, subject at all times to Subcontractor's ownership of Subcontractor Technology.

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.

In the event that this section does not provide Consortium with full ownership, right, title, and interest in Deliverables and work product as described above and set forth in the Consortium Contract, I hereby grant Consortium a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, and use such Deliverables and work product, with the right to sublicense any and all item of such Deliverables and work products.

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

Date: _____

Name: _____
(Subcontractor Employee's Signature)

Name: _____
(Print Subcontractor Employee's Name)

Working Title: _____

Original: Subcontractor
Copy: Subcontractor Employee

ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

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.

[SUBCONTRACTOR 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: _____