

Wallenius Wilhelmsen Idea Submission Evaluation Agreement:

(Wallenius Wilhelmsen) is an international shipping company that is in the process of exploring and evaluating how to detect, manage and control the unintended presence of Stinkbugs in freight and other similar uses. (“Purpose”). (“You”) have read and otherwise learned about Wallenius Wilhelmsen’s above stated activities and have information, ideas and concepts (“Ideas”) that You feel would be useful and help Wallenius Wilhelmsen in developing works to address the above Purpose.

Submissions: You are sharing certain information with Wallenius Wilhelmsen with the intent that it will allow Wallenius Wilhelmsen to evaluate the Ideas for use in addressing the stated Purpose. You understand that Wallenius Wilhelmsen will use these ideas to determine if the Ideas merit consideration for its development and study for the stated Purpose. You also understand that Wallenius Wilhelmsen is actively soliciting other to contribute their similar ideas and concept and cannot agree to limit Wallenius Wilhelmsen’s right to freely consider any of those other ideas and concepts, as a result of accepting and considering Your ideas under this submission Agreement. You understand and agree that unless or until such time as You and Wallenius Wilhelmsen enter into a follow-on agreement, such as a non-disclosure agreement, technology license or development agreement, Wallenius Wilhelmsen is free to use whatever Ideas you provide under this Submission Agreement, without any obligation, duty of any kind to You.

Follow-On Agreements. In the event Wallenius Wilhelmsen determines that further discussions and evaluations are warranted based upon the Ideas You have submitted under this Agreement, they will initiate discussions with you for some other agreement such as non-disclosure agreement, technology license or development agreement, (“**Follow On Agreement**”). You understand and acknowledge that:

- 1.) not all Ideas warrant further consideration by Wallenius Wilhelmsen;
- 2.) Wallenius Wilhelmsen and/or other parties may have previously suggested, offered and/or submitted information that is similar to Your Idea; and
- 3.) Wallenius Wilhelmsen is under no obligation to enter a Follow-On Agreement and unless that happens Wallenius Wilhelmsen is free to use any Ideas that you submitted without any rights or obligations to You including any right of attribution or right of accounting.

Representations: You represent that to the best of your knowledge and belief:

- 1.) You have conceived, developed the Ideas, or otherwise have, full and un-encumbered right to the Ideas;
- 2.) No third party, such as a co-inventor or prior employer has any right, title or interest in the Ideas. The Ideas were not variations of third-party property;
- 3.) You have not shared these Ideas with any potential competitors of Wallenius Wilhelmsen;
- 4.) You have all necessary rights and authority to enter this Agreement and any Follow-On Agreement; and
- 5.) There are no claims or disputes, including patent, copyright or misappropriation claims, that you are aware of, nor are you aware of a basis for any claim or dispute, with regard to the Ideas; and
- 6.) You will promptly advise Wallenius Wilhelmsen in the event any of the above representations change, such as if a claim, or basis for a claim, should arise in the future.

Miscellaneous

1.1 **Governing Law, Venue.** The Agreement is governed by and construed under the laws of the state of New Jersey, without regard to any conflict of law rules or principles, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods. The parties irrevocably submit to the exclusive jurisdiction of the courts of competent jurisdiction in the County of New Jersey, state of New Jersey.

1.2 **Waiver, Modification.** Neither party's waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the parties.

1.3 **Severability.** If any provision of the Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render the 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.

1.4 **Further Assurances.** At any time and from time to time, each party will, without further consideration, take such further action, execute and deliver such further instruments and documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of the Agreement.

1.5 **Entire Agreement.** This Agreement contains the entire understanding of the parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter.

By Submitting your idea to our site, you are automatically accepting and agreeing to these terms.