TO PERSONS INTERESTED IN SUBMITTING IDEAS TO NIKE, INC.

You are receiving these Idea Submission Guidelines, and the attached Idea Submission Agreement, because you have asked that NIKE consider an idea you would like to submit.

As you might be aware, NIKE has a large and prolific creative and technical staff dedicated to developing new and innovative products in the sports and fitness arena. NIKE also works collaboratively with a number of vendors and consultants, each of whom also conduct extensive R&D efforts on behalf of NIKE. Given the breadth and depth of these internal and external efforts, it is always possible that a NIKE employee or consultant is working on or has already developed the very idea you would like to submit to NIKE. It is also possible that NIKE employees or consultants may later develop an idea similar or even identical to the one you submit to NIKE, even without having access to your submission, or that your idea has been or will be suggested by another submitter. It is also possible that your idea might already be disclosed in prior publications or might already be in public use.

Therefore, to avoid potential misunderstandings that could arise out of such situations, it is NIKE’s practice not to receive or consider any new product ideas or other submissions on a confidential basis. In other words, NIKE will not promise to keep your submission confidential, nor will NIKE promise to use your submission, nor will NIKE promise to compensate you if it does use your submission. No NIKE employee has authority to enter into a verbal confidentiality agreement with you, and only a written agreement signed by a duly authorized NIKE employee will create an obligation on NIKE’s part to maintain the confidentiality of any information, or to pay for the use of such information. These conditions govern all information contained in your submission, as well as any subsequent communications (written, electronic or verbal) you may have with NIKE.

Please also notice that NIKE will only consider ideas that are described and claimed in an issued utility patent or utility model, or a non-provisional utility patent application that has been filed with an appropriate governmental agency. If you have not filed an application for a utility patent covering your idea in at least one country, you must do so before NIKE will consider your submission. NIKE will not consider submissions of designs (including design patents), artwork, advertising, marketing suggestions, copyright registrations, slogans, logos, brands, trademarks, or similar matters.

Finally, please understand that NIKE cannot promise to return any materials you may choose to provide. You should avoid submitting any materials you cannot easily duplicate or otherwise replace.

These conditions are intended solely to protect NIKE. Therefore, NIKE strongly urges you to consider consulting with a lawyer before proceeding further. You may also want to review the United States Patent and Trademark Office website for additional information on the patent process at www.uspto.gov. If, after consideration, you would like to proceed under these conditions, please send the following items to the “Idea Submissions” address provided below:

1. A signed and dated NIKE Idea Submission Agreement;
2. Your issued utility patent or utility model, or your filed utility patent or utility model application and a copy of your filing receipt (in English or translated into English); and
3. (Optional) Prototypes relating to your patented (or patent-pending) idea you would like NIKE to consider on a non-confidential basis.

Submissions lacking either item (1) or (2) are not reviewed. Please mail your submission to:

Idea Submissions
Legal Department
NIKE, Inc.
One Bowerman Drive,
Beaverton, Oregon 97005

Sincerely,
NIKE, Inc.
Idea Submission Agreement

This agreement has been prepared for NIKE’s benefit and protection. NIKE strongly urges you to consult with a lawyer before signing this agreement.

________________________________________ (please provide the name of your business),
a/an ______________________________________ (please provide your state of Incorporation) corporation with offices located at ____________________________________________________________ (please provide your business address, city, state, zip), hereby requests that NIKE consider its idea submission.

________________________________________ (insert name of business) understands that NIKE will only consider its idea submission in accordance with the terms set forth in this Idea Submission Agreement ("Agreement") and the attached Idea Submissions Guidelines, and understands that by submitting this idea, it is representing and warranting to NIKE that it will agree to and accept these terms. In particular:

________________________________________ represents to NIKE that

1. ______________________________________ is the owner or assignee of all right, title and interest in the issued utility patent or registered utility model or the filed application therefore that it desires to submit to NIKE.

2. ______________________________________ has read the Idea Submission Guidelines attached to this Agreement and has had the opportunity to consult with an attorney regarding the Guidelines and this Agreement, if so desired.

3. ______________________________________ has not relied, and will not rely, on representations by any NIKE employee that contradict the terms of this Agreement.

________________________________________ understands and agrees that

1. This Agreement applies to its initial idea submission, and all other information it has provided or later provides to NIKE, whether orally, electronically, in writing, or in the form of a physical object (collectively, the "Submission").

2. NIKE is not obligated to keep confidential the information contained in the Submission, or any information later presented in communications with NIKE.

3. NIKE is free to test, evaluate, use and commercialize any ideas (including physical objects) disclosed by ______________________________________ - whether in the Submission or in other communications for any purpose whatsoever and without compensation to ______________________________________, except as prohibited by the patent laws of the United States or any applicable foreign jurisdiction.

4. ______________________________________, does not have a confidential, fiduciary or other relationship with NIKE, and no such relationship can arise in the absence of a written agreement signed by a duly authorized NIKE employee.

5. No NIKE employee has authority to enter into a verbal confidentiality agreement or otherwise vary the terms of this Agreement except through a writing signed by a duly authorized NIKE employee.

6. NIKE is in no way obligated to return to ______________________________________ any documents, items or other materials it provides to NIKE.

7. Any disputes that arise between NIKE and ______________________________________ regarding this Agreement or NIKE’s use of the submissions will be governed by Oregon law (without regard to its conflict-of-laws provisions), and venued in the state or federal courts of Oregon.
By signing this Agreement, ____________________________ agrees to and accepts the terms set forth above.

_______________________________ understands that NIKE’s consideration of the Submission, and any other information ____________________________ may choose to disclose, is expressly conditioned on the representations and agreements made in this Agreement.

NIKE, Inc.

Company Name

Company Name

Signature

Signature

Printed Name

Printed Name

Title of Person Signing

Title of Person Signing

(Date)