



Design Ideas

We make things interesting.

1.800.426.6394 217.753.3080 Fax

Re: **OUTSIDE SUBMISSION AGREEMENT**

Thank you for your interest in DESIGN IDEAS. New designs are very important to us. While we do employ a staff of designers to develop new products for us, we are glad to receive and review unsolicited suggestions for new products. [or improvements to our current designs.] However, we have found that many of these unsolicited designs are the same as or similar to designs conceived by employees of our company or otherwise are not new to us. Thus, in order to avoid disagreement and to protect our rights **while respecting yours** we can only review unsolicited designs pursuant to the enclosed Agreement.

The Agreement strikes a balance between providing some level of confidentiality to submitters of unsolicited designs and protecting ideas that originate within our company. Pursuant to the Agreement, we promise to maintain in confidence and not use the specific ornamental appearance of your design for a period of two years, without further agreement with you. We are, however, under no similar obligation concerning the broader concepts underlying your design.

For practical reasons, we limit the term of the Agreement to two years. This limitation does not mean that we will just wait two years to copy you. It is difficult to track, over a longer period of time, the large number of submitted designs we receive. Please be assured that, even though we can only be bound to the Agreement for two years, your acceptance of the Agreement will not sacrifice any other legal rights you may have to your design after the term of this Agreement expires.

The volume of unsolicited designs we receive and our desire to act in the best interest of all involved requires us to deal with them in this formal manner. If you find the terms of the enclosed Agreement acceptable, please sign, date, and return one copy of the Agreement to us together with any materials you wish to have us consider.

We thank you again for your inquiry.

Very truly yours,

DESIGN IDEAS, LTD.



Chris Hardy
Director, Design Department



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AGREEMENT CONCERNING OUTSIDE SUBMISSION TO DESIGN IDEAS, LTD.

The undersigned (hereinafter referred to as the "Submitter") wishes to submit his/her/its design (hereinafter referred to as the "Design") to DESIGN IDEAS, LTD. (hereinafter referred to as "DESIGN IDEAS") for evaluation. DESIGN IDEAS agrees to receive and evaluate the Design from Submitter upon certain conditions. Submitter and DESIGN IDEAS therefore agree as follows:

1. Submitter promises that: (a) submission of the Design to DESIGN IDEAS does not conflict with any legal obligation Submitter has with any other person or company; and (b) Submitter has the authority to submit the Design to DESIGN IDEAS and to enter into this Agreement, and does so voluntarily.
2. No obligations, other than those specifically set forth in this Agreement, are assumed by, nor will be implied against, DESIGN IDEAS unless and until a separate, formal written contract has been entered into and then only according to the terms of that contract.
3. Evaluation of the Design by DESIGN IDEAS shall not be construed as recognition of novelty or originality or non-obviousness of the Design.
4. Submitter grants DESIGN IDEAS permission to produce, modify and/or use the Design for the purpose of evaluation as DESIGN IDEAS deems appropriate. DESIGN IDEAS shall incur no obligation to pay Submitter for such production, modification and/or use.
5. As part of its evaluation of the Design, DESIGN IDEAS may disclose the Design to its employees, agents, consultants and/or customers.
6. DESIGN IDEAS shall not otherwise disclose or use the specific ornamental appearance of the Design for a period of two years from the date hereof without a separate, formal written contract with Submitter. However, this obligation shall not extend to the underlying idea of the Design for protection of which Submitter agrees to rely solely upon whatever valid utility patent shall be or has been obtained for the Design.
7. The obligations of DESIGN IDEAS hereunder are not applicable to information about the Design which:
 - a. is in the public domain;

- b. is approved for release by Submitter;
- c. is disclosed by Submitter to unrelated third parties without similar restrictions;
- d. is rightfully received from a third party without similar restrictions and without breach of this Agreement; and/or
- e. is or has been independently developed by DESIGN IDEAS, or DESIGN IDEAS' affiliates, subsidiaries, officers, directors, agents, employees, or advisors, without a breach of this Agreement.

8. Submitter agrees to promptly notify DESIGN IDEAS of all domestic, foreign, pending and issued intellectual property protection (e.g., patent, trademark, copyright, design registration, or the like) covering any aspect of the Design, and to provide copies of documents evidencing such intellectual property protection upon DESIGN IDEAS' request.

9. At the conclusion of its evaluation, DESIGN IDEAS shall return the Design and any materials submitted with the Design to Submitter, keeping only an archival copy for its records.

10. This Agreement shall be binding on Submitter, his/her/its heirs, administrators, executors, and assigns, and shall inure to the benefit of DESIGN IDEAS, and its successors and assigns.

11. If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable for any reason, the remaining provisions of this Agreement shall continue with full force and effect. If the invalid provision can be reformed by the court, it shall be so reformed and enforced to the maximum extent deemed by the court to be reasonable.

12. No waiver or amendment of any provision of this Agreement shall be valid or enforceable unless it is in writing and signed by the party against whom enforcement thereof is sought. The waiver by DESIGN IDEAS of a breach of any provision of the Agreement by the Submitter shall not operate or be construed as a waiver of any other or subsequent breach by Submitter.

13. The parties agree that the following procedure shall be the sole and exclusive remedy for any controversy or dispute arising out of or in connection with this Agreement:

(a) The parties agree to submit the controversy or dispute to mediation in accordance with the Model Procedure for Mediation of Business Disputes of the CPR Institute for Dispute Resolution and to bear equally the costs of mediation. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the CPR Institute for Dispute Resolution if they have been unable to agree upon such appointment. The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of at least thirty (30) days.

(b) If the parties fail to negotiate a resolution to the controversy or dispute within thirty (30) days of the commencement of mediation and negotiations related thereto, or within any time extension agreed upon by the Parties, the Parties agree to submit the controversy or dispute for arbitration in accordance with the rules of the American Arbitration Association. The Parties further agree to be bound by the award of the Arbitrator, and judgement may be entered upon any such award in any Court having jurisdiction thereof.

14. This Agreement contains the entire understanding between the parties relative to submission of the Design. This Agreement incorporates and supersedes any prior oral or written agreement between the parties with respect to the same subject matter herein, and shall not be modified unless in writing signed by both parties hereto. This Agreement shall be governed by the laws of the State of Illinois.

This Agreement has been read, understood, and agreed to:

SUBMITTER

By: _____
(Submitter's signature)

Date: _____

DESIGN IDEAS, LTD.

By: _____
Chris Hardy, Director, Design Department

Date: _____