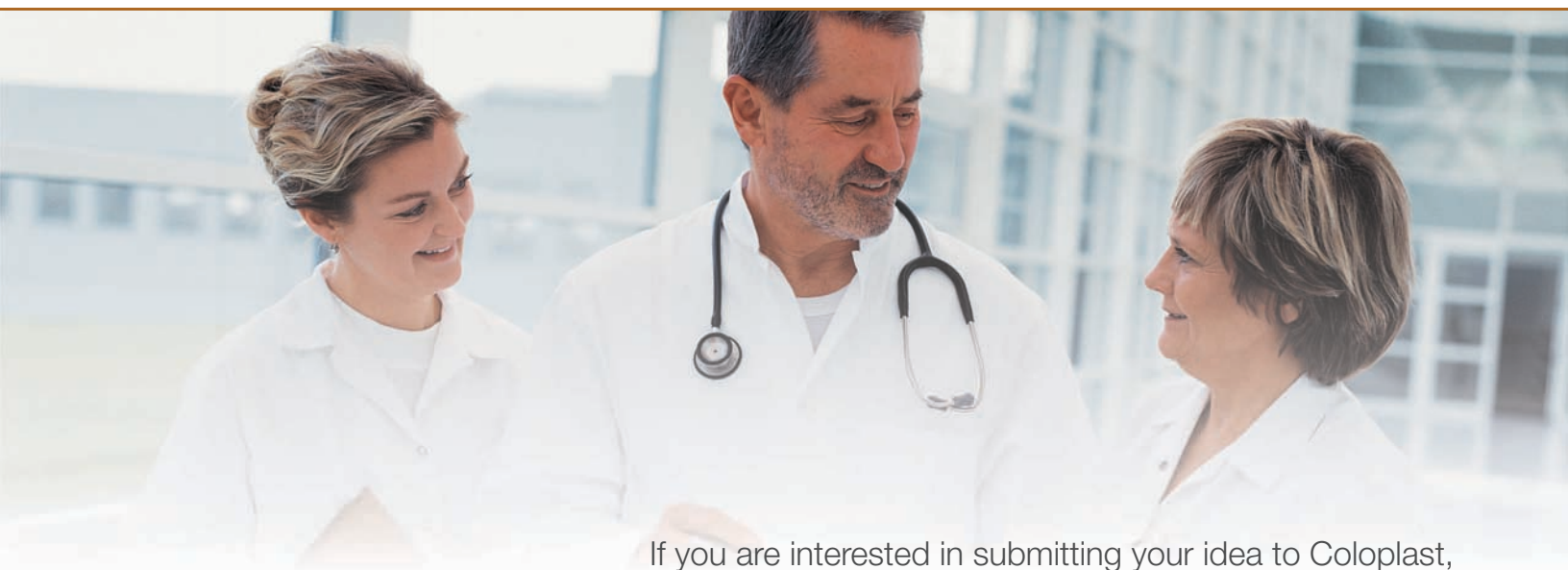




Idea Submission Process

Follow the enclosed six steps, and your idea could become a patented reality.



If you are interested in submitting your idea to Coloplast, please review the attached material, complete the attached agreement, and use the attached form to aid in drafting an idea submission document that fully describes your idea.



Coloplast Corp.
Minneapolis, MN 55411
1.800.258.3476
usmedweb@coloplast.com
www.us.coloplast.com

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Idea Submission Process

Coloplast recognizes the creativity and pioneering spirit of medical professionals and our customers and appreciates the opportunity to consider great ideas, wherever they may arise. We believe that improvements in patient care are often created by those closest to providing that care and wish to provide a forum for the submission and consideration of ideas that lead to enhanced patient outcomes.

Through the Coloplast Idea Submission Process, you can request review and evaluation of your idea by our Collaborative Innovation Board (CIB). For submission requests meeting threshold requirements, Coloplast may have a provisional patent application prepared on your behalf that serves as the basis for consideration by this board. The provisional application will define the idea under consideration by the board, establish a date of submission, and provide a valuable asset that may eventually lead to filing a full non-provisional patent application.

In exchange for preparing the provisional application, you are agreeing to provide Coloplast with a right of first refusal; that is, Coloplast will have the right to be the first to evaluate the idea and if interested, negotiate for additional rights.

If you are interested in submitting your idea to Coloplast, please carefully review the attached material, complete the attached agreement, and use the attached Idea Disclosure Form to aid in drafting an idea submission document that fully describes your idea.

We strongly encourage you to seek the advice and counsel of a competent patent attorney. By using Coloplast's Idea Submission Process you are acknowledging that no attorney client relationship is being formed on your behalf. Further, submission of your idea does not obligate Coloplast to file an application on your behalf, nor pursue any additional agreement, contract, business or commercial relationship.



Idea Submission Process

Follow these six steps, and your idea could become a patented reality.

1

Draft a complete written description of your idea, using the attached form as a guide.

2

Carefully review and complete the agreement; submit the executed agreement and disclosure by E-mail or regular mail to:

Office of Collaborative Innovation
Coloplast Corp.
1601 West River Road North
Minneapolis, MN 55411
1.888.869.0878 (telephone & fax)
uscollaborativeinnovation@coloplast.com

3

Coloplast will have a provisional application filed based upon your disclosure and naming you as inventor - the entire application may be based solely on your submitted disclosure; thus, it is important that you fully and completely describe your idea. Coloplast may elect to contact you to request additional details to include in the provisional filing. Coloplast also reserves the right not to file a disclosure as a provisional application and will notify you of such a decision promptly.

4

After filing, the provisional patent application is presented to the Collaborative Innovation Board (CIB) which will review the substance of the idea and determine whether Coloplast has a business interest in pursuing the concept.

5

If there is interest, Coloplast will discuss the terms of any agreement with you to acquire rights related to the idea.

6

If the CIB decides not to pursue the idea (or Coloplast is unable to reach an agreement with you) the ownership of, and the responsibility for, the provisional application remains with you and you are free to pursue other options at your discretion.

Coloplast anticipates that the time from your initial submission until receiving a decision from the CIB should be less than two months under normal circumstances. This is provided as an estimate only.

COLOPLAST IDEA SUBMISSION AGREEMENT

By executing this document and submitting an idea to Coloplast, you want to have Coloplast review and consider the idea under the following terms and conditions:

This agreement is between Coloplast Corp., a corporation existing under the laws of Delaware and having a place of business at 1601 West River Road North, Minneapolis, MN 55411 ("Coloplast") and you, [_____] having an address of [_____] ("Discloser"). This agreement shall become effective upon the date of execution by Coloplast as indicated below ("effective date").

1. Coloplast agrees to use the same level of care in protecting the submitted information as it would in protecting its own information of a similar nature, for a period of time of up to six months or until the material is filed as a provisional patent application by Coloplast, whichever is less ("Confidentiality Period").
2. Upon expiration of the Confidentiality Period, Coloplast shall have no obligation to maintain the confidentiality of the submitted information. Further, Coloplast's obligation to maintain the confidentiality of the material shall cease if the information is publicly disclosed by the Discloser prior to or during the Confidentiality Period, becomes known or publically available through no fault of Coloplast, Coloplast is required by law to disclose the submitted information, is obtained from third parties by Coloplast independently, or is independently created or developed by employees of Coloplast.
3. Discloser agrees that he or she has been advised to seek the counsel of a competent attorney and that Coloplast assumes no liability for any action or inaction taken that may affect intellectual property rights under the laws of the United States of America or any foreign jurisdiction.
4. Discloser further acknowledges that the review performed by Coloplast and any decision resulting therefrom does not constitute legal advice. Discloser acknowledges and agrees that engaging in the Idea Submission Process (including the preparation of a provisional patent application) does not and will not create an attorney client relationship as between the Discloser and Coloplast, their attorneys, or any outside counsel hired by Coloplast to assist in the process. Such attorneys represent the interests of Coloplast exclusively and Discloser is advised to engage the services of their own attorney.
5. By executing this agreement, you agree and understand that neither Coloplast nor outside counsel retained by Coloplast is your legal counsel. Further, you agree and understand that neither Coloplast nor outside counsel retained by Coloplast owe any duty to you unless specifically provide for in this agreement.
6. Coloplast's decision to file or not file a provisional patent application related to the submitted information shall not be taken as an assessment, determination, nor guarantee of patentability, novelty, obviousness, or utility. Further, a decision to file a provisional patent application does not constitute or imply any obligation on behalf of Coloplast to pursue any further intellectual property protection, commercialization, development or any subsequent contractual, business or commercial relationship between Coloplast and the Discloser.
7. Discloser acknowledges that Coloplast is engaged in extensive research and development activities; receives ideas, information and disclosures from various third parties; and has independent knowledge of the state of the art and material in the public domain; therefore, there is a strong possibility that the submitted information is already known or similar to information already known to Coloplast and/or the public, regardless of whether the submitted information is embodied in a commercial product. Coloplast shall have no obligation to provide such information to the Discloser.
8. Discloser acknowledges that Coloplast is free to develop and market products and processes similar to the submitted information and that nothing in this agreement shall be interpreted as a covenant not to compete.
9. Coloplast may maintain a permanent record of the submitted information.
10. Discloser agrees to limit the submission of information to Coloplast to that submitted through the Idea Submission Process and that the separate, independent, or redundant submission of the same or similar information to other Coloplast employees without a separate written agreement will waive any obligation Coloplast may have to maintain the confidentiality of the submitted information.
11. By submitting information according to the terms of this agreement, Discloser consents to having Coloplast or attorneys working under the direction of Coloplast prepare a provisional patent application for filing with the United States Patent and Trademark Office based upon the submitted information.

12. Neither preparing nor filing the provisional patent application shall transfer any rights of ownership to Coloplast. Absent any separate written agreement Discloser shall retain all ownership rights and obligations to the application and any inventive concepts contained therein.
13. Discloser agrees to grant and hereby grants to Coloplast a first right of refusal in and to the filed provisional patent application and any inventive concept contained therein (collectively "IP Rights"). Discloser agrees to negotiate in good faith with Coloplast should Coloplast choose to exercise its right of first refusal.
14. Should Coloplast exercise its right of first refusal and after good faith negotiations fail to reach agreement with Discloser related to the IP Rights, Discloser shall be obligated to offer a non-exclusive license to Coloplast on the same terms provided to any other party on a non-exclusive basis. Further, should such good faith negotiations fail to result in an agreement, Discloser is free to sell or exclusively license the IP Rights to any party without further obligation to Coloplast.
15. Coloplast shall have no obligation to ensure that Discloser's submitted information is fully or completely captured in the filed provisional patent application. Discloser acknowledges that the provisional patent application is prepared by Coloplast as a disclosure tool to facilitate internal review and no representation is made or implied relating to the quality, completeness or accuracy of the prepared provisional application. Discloser's interests are best served by independently consulting an attorney.
16. Coloplast shall have the right but not the obligation to file a provisional patent application and shall have no further obligations with respect to that application absent subsequent written agreement. Specifically, Discloser is solely liable to assess and comply with any and all legal and procedural requirements related to filing any non-provisional patent application claiming priority to the provisional patent application. Discloser specifically acknowledges that a failure to act may result in the permanent loss of rights and Coloplast shall have no liability or responsibility for the same.
17. Coloplast shall have the discretion to file the provisional patent application based upon the written material as provided by Discloser. Alternatively or in addition, Coloplast may solicit or cause to be solicited additional information from Discloser for the preparation and filing of the provisional patent application. Discloser agrees that information provided in response to such a solicitation shall be treated exactly the same as material provided as part of the submitted information and the act(s) of gathering additional material does not result in the formation of an attorney – client relationship between Discloser and any of Coloplast, its attorneys, or attorneys hired by or on behalf of Coloplast.
18. Discloser acknowledges that the potential value of any provisional patent application is related to the level of detail provided and that it is Discloser's sole responsibility to ensure that the provisional patent application fully describes any inventive concept and complies with the rules and regulations pertaining to the filing of a patent application.
19. Discloser represents that he (or they) is (are) the sole and legal owner of the submitted information and are entitled to enter into a lawful agreement related to that subject matter.
20. The agreement shall be governed by the laws of the State of Minnesota and forms the entire agreement between the parties.
21. Coloplast reserves the right to change the terms and conditions of the Idea Submission Process at any time.
22. This agreement is not effective until executed by an authorized representative of Coloplast Corp.

_____ (Discloser)

_____ (Title) _____ (Date)

_____ (Coloplast Representative)

_____ (Title) _____ (Date)

(Effective Date)

COLOPLAST IDEA DISCLOSURE FORM

PERSONAL INFORMATION

First Name: _____ Last Name: _____

Address: _____

Telephone: Home _____ Mobile (optional) _____ Fax _____

Email: _____ Residence (citizenship): _____

BUSINESS INFORMATION

Title: _____ Position: _____ Telephone: _____

Organization name: _____ Address: _____

Do you have an obligation to assign your idea to this entity, or does this entity have any other legal rights pertaining to your idea? (e.g., a possible coinventor) Yes No

WAS ANYONE ELSE INVOLVED IN THE CONCEPTION AND/OR DEVELOPMENT OF THIS IDEA? Yes No

If so, please describe and provide the same contact information as requested above.

WHAT IS THE TITLE OF YOUR IDEA?

PROVIDE A DETAILED DESCRIPTION OF YOUR IDEA AND HOW IT WILL WORK.

A common format includes describing the problem to be solved and how your idea solves that problem.

Things to consider: What do you believe are the main novel features of your idea? What are the disadvantages of current product(s) in the marketplace? How does your idea address one or more of these disadvantages? **Please attach drawings of your idea, preferably including reference numbers referred to in your description.**

PLEASE IDENTIFY THE PRIMARY INTENDED MARKET FOR THE IDEA.

HAS THIS IDEA BEEN REDUCED TO PRACTICE? Yes No

(e.g., have you made a prototype)

DO YOU HAVE DOCUMENTATION RELATING TO WHEN AND HOW YOU CONCEIVED OF THE IDEA? Yes No

If so, please describe.

ARE YOU AWARE OF ANY PRIOR PUBLICATIONS THAT ARE RELEVANT TO YOUR IDEA? Yes No

For example, technical publications, journal articles, patents, or published patent applications. If yes, attach a list of the references, and a copy if available.

HAVE YOU PUBLICALLY DISCLOSED OR PRESENTED THE IDEA TO ANYONE ELSE, ORALLY OR IN WRITING?

Yes No If so, please provide the circumstances and dates.

IS THERE ANY PLANNED PUBLIC DISCLOSURE OR SALE OF THE IDEA? Yes No

Examples could include publication, oral disclosure (e.g., presentation at a conference), sale, or offer for sale.

By signing the following you represent and warrant that you are the sole owner of the ideas presented herein and that there are no conflicting agreement(s) that prevent or encumber your ability to file a patent application, sell, transfer, license or otherwise dispose of any and all rights associated with the ideas contained herein.

Signature: _____

Date: _____