Attachment 1

Seller Personnel Agreement

Worker's Name
Worker's Employer or Contractor ("Seller")

1. SCOPE: This agreement (this "Agreement") states the terms under which Seller will assign Worker to perform certain services for 3M Company and its affiliates ("3M Assignment"). This Agreement is being made in consideration of the 3M Assignment, all compensation paid by Seller to Worker for the 3M Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge. If Worker is a former 3M employee and has obligations to 3M under any other agreement with 3M, nothing in this Agreement will reduce or otherwise alter Worker's obligations under that agreement.

2. 3M CONFIDENTIAL INFORMATION; 3M SYSTEMS ACCESS AND INVENTIONS

WORKER AGREES AND ACKNOWLEDGES THAT WORKER MAY, IN CONNECTION WITH THE 3M ASSIGNMENT, RECEIVE, HAVE ACCESS TO, OR CONTRIBUTE TO 3M CONFIDENTIAL INFORMATION (as defined below), INCLUDING ACCESS TO VARIOUS DATA PROCESSING EQUIPMENT (SUCH AS COMPUTERS AND WORD PROCESSORS) THAT PROCESS, ACCESS, OR DISPLAY 3M CONFIDENTIAL INFORMATION. DURING THE 3M ASSIGNMENT AND CONTINUOUSLY THEREAFTER, WORKER WILL NOT USE, DISCLOSE, REPORT, OR DISCUSS 3M CONFIDENTIAL INFORMATION, EXCEPT TO AND WITH 3M EMPLOYEES DURING THE COURSE OF THE 3M ASSIGNMENT.

A. "3M Confidential Information" means all information that is: (a) not generally known about 3M, including trade secrets about 3M's processes and products, and information relating to research, development, manufacture, purchasing, accounting, engineering, marketing, selling, services, finance and business systems and techniques or a third party's similar information entrusted to 3M; (b) disclosed to Worker during the 3M Assignment that Worker has reason to believe is, or that 3M treats as, 3M Confidential Information; or (c) aurally or visually perceived by Worker while on any 3M site or accessing any 3M data storage, computer or network system that is not otherwise covered in this paragraph (including, but in no way limited to, technical, legal or business information, software, and employee data).

B. 3M may give Worker access to one or more 3M data storage systems ("3M Systems") to assist Worker in providing services to 3M. Worker agrees that each access code ("Access Code") and password ("Password") provided by 3M to Worker will only be used by Worker and that Worker will not disclose any Access Code or Password to anyone. 3M may terminate Worker's rights to use 3M Systems at any time and for any reason. Access Codes and Passwords are 3M Confidential Information and must be returned to 3M on request, on 3M's termination of Worker's right to use 3M Systems or at the end of Worker's 3M Assignment. Worker will, at its own expense, install and maintain all information technology equipment ("IT Equipment") required to transmit and receive data between its systems and 3M Systems. 3M may deny Worker access to 3M Systems if Worker's IT Equipment is incompatible with any 3M Systems. 3M may also make changes in the 3M Systems operation rules, accessibility periods, Worker identification procedures, types of terminal equipment, and system programming languages. 3M provides Worker with access to 3M Systems on an "AS IS" basis. 3M MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING 3M SYSTEMS. 3M is not responsible for any damage to Worker equipment or loss of Worker or Seller's data arising out of Worker's access to 3M Systems.

C. "Inventions" means discoveries, improvements and ideas whether or not shown or described in writing or reduced to practice, mask works (topography of semiconductor chips) and works of authorship (including, without limitation, documents, drawings, manuscripts, text, artwork, photographs, motion pictures, video programs, computer software, sound recordings and similar property and works) whether or not patentable, registerable, or copyrightable that: (1) relate directly to 3M business; or (2) relate to 3M's actual or demonstrably anticipated research or development; or (3) result from the 3M Assignment;

or (4) use any 3M equipment, supplies, facility or 3M Confidential Information; or (5) is developed during the 3M Assignment.

D. With respect to Inventions made, authored or conceived by Worker, either solely or jointly with others during the 3M Assignment or within one year after the 3M Assignment ends, whether or not during normal working hours or at 3M's premises, Worker will:

1. Keep accurate, complete and timely records of Inventions, which records will be 3M property and be retained on 3M's premises.

2. Promptly and fully disclose and describe such Inventions in writing to 3M.

3. Assign, and does hereby assign, to 3M or its designated affiliate all of Worker's rights to such Inventions, and to application for letters patent, copyright registrations and/or mask work registrations in all countries and to letters patent, copyright registrations and/or mask work registrations granted on such Inventions in all countries (collectively referred as "Registrations").

4. Acknowledge and deliver promptly to 3M (without charge but at 3M's expense) such instruments and to do such other acts as may be necessary in 3M's opinion to preserve property rights against forfeiture, abandonment or loss and to obtain, defend and maintain all Registrations and to vest the entire right and title thereto in 3M or its designated affiliate.

The Parties acknowledge that this Section 2D does not apply to an Invention developed entirely on Worker's own time and for which no equipment, supplies, facility or trade secret information of 3M was used and that does not: (a) relate directly to 3M business or to 3M's actual or demonstrably anticipated research or development; or (b) result from Worker's work during the 3M Assignment.

E. Worker will not disclose 3M Confidential Information to any other party and will use 3M Confidential Information only as is required in the 3M Assignment. During the 3M Assignment, Worker will not own, operate or render services, directly or indirectly, as an employee, contract worker or consultant/advisor, to any other organization without the prior written consent of 3M. During the 3M Assignment, Worker will not disclose to 3M or use in the performance during the 3M Assignment, any confidential information in breach of Worker's obligations to any third party. At the end of the 3M Assignment, Worker will leave with 3M all records, compositions, articles, devices, and other items that disclose or embody 3M Confidential Information whether prepared by Worker or others, including all copies or specimens thereof in Worker's possession.

F. Except as is listed below, Worker will not assert any rights under any Inventions as having been made, conceived, authored or acquired by Worker prior to the 3M Assignment. WRITE BRIEF DESCRIPTION HERE. IF ADDITIONAL SPACE IS NEEDED, ATTACH SEPARATE SHEETS TO THIS AGREEMENT. (Do not disclose or describe here anything Worker regards as confidential. Give a brief description of the product or process, etc., plus a list of source documents, such as patents, patent applications, drawings, or written descriptions, identified by number, title and date.)

For two years after the 3M Assignment ends, before accepting any employment or assignment, Worker will inform his/her employer and any party to whom Worker is assigned of this Worker Agreement and provide them a copy of it.

3. ADDITIONAL PROVISIONS

A. This Agreement is indefinite in term and applies each time Worker accepts a 3M Assignment unless Worker signs a separate written agreement for a future 3M Assignment. During the 3M Assignment, Worker will not for any purposes be employed by 3M and will not claim otherwise. Worker acknowledges

that if 3M hires Worker as a 3M employee, Worker will receive no credit for any 3M Assignment. Regardless of the type of work Worker performs or the length of the 3M Assignment, no 3M benefit or 3M benefit plan of any kind available to 3M employees will apply to Worker, including, without limitation, any related to worker's compensation, unemployment, health, life, pension plan or any other matter.

B. Worker will have no right to seek, and will not seek, any compensation of any kind from 3M. Any compensation Worker receives will be from Seller. 3M is not obligated to withhold from any payments made to Seller any taxes relating to the 3M Assignment. If, during the 3M Assignment, Worker is asked to attend any 3M function, given access to certain 3M areas, assigned any 3M identification number, required to use a 3M pass, receive any 3M publications, etc., this will not mean Worker is a 3M employee or entitled to any 3M employment rights or benefits. During the 3M Assignment, Worker will follow all 3M policies and rules relating to behavior and conduct, including, without limitation, those relating to drug, alcohol, anti-harassment, health, safety, and security. At any time, 3M may end a 3M Assignment and give Seller assessments of Worker's performance and behavior, which Seller may use for any purpose. Worker waives any future claim that Worker may have against 3M or any of its employees in connection with any of these actions.

C. Worker and Seller acknowledge that: (1) 3M and its affiliates are third party beneficiaries to this Agreement, who can directly enforce any of Seller's rights without Worker having a right to setoff, defense or counterclaim; and (2) under no circumstances will any 3M entity be responsible to pay any fee, expense or other consideration that Seller may owe to Worker.

D. This Agreement may only be modified or terminated by written agreement of the Parties. This Agreement replaces any prior written or oral agreement between the Parties as to this subject matter but will not affect any obligations or rights that accrued prior to the date hereof. All Worker's obligations under this Agreement bind Worker's' heirs, successors, assigns and legal representatives.

Worker	**"[Insert Company name]"**
By	By
Print Name	Print Name
Title	Title
Date	Date