

Invention Assignment Agreement

This **Invention Assignment Agreement** (the **"Agreement"**) is entered into as of _____ (**"Effective Date"**) by and between the parties defined below:

Company

Employee

The Company and the Individual may be referred to individually as a **"Party"** and collectively as the **"Parties."**

1. Purpose

The purpose of this Agreement is to clarify ownership of inventions, intellectual property, and related work product created by the Individual in connection with services performed for the Company, and to ensure that such intellectual property is properly assigned to the Company.

2. Relationship of the Parties

The Employee is engaged by the Company as a _____ under a separate Employment Agreement dated _____, if applicable. This Agreement supplements and forms part of that engagement.

Nothing in this Agreement alters the employment or independent contractor relationship between the Parties.

3. Definitions

For purposes of this Agreement:

"Inventions" means all ideas, discoveries, improvements, processes, designs, works of authorship, software, data, developments, techniques, trade secrets, know-how, and other intellectual property, whether or not patentable or registrable, that are conceived, developed, reduced to practice, or created by the Individual.

"Company Business" means the actual or anticipated business, research, development, products, or services of the Company during the Individual's engagement.

"Confidential Information" means non-public information relating to the Company's business, including

4. Assignment of Inventions

The Employee hereby assigns to the Company all right, title, and interest in and to any and all Inventions that:

- are conceived, created, developed, or reduced to practice by the Individual, alone or jointly with others, during the period of engagement with the Company; and
- relate to the Company Business or result from work performed for the Company; or
- are developed using the Company's equipment, supplies, facilities, Confidential Information, or other resources.

This assignment includes all associated intellectual property rights, including rights in patents, copyrights, trade secrets, design rights, database rights, and any other proprietary rights recognized under applicable law.

The assignment shall be effective upon creation of the Invention without the need for further action.

5. Disclosure Obligation

The Employee shall promptly disclose in writing to the Company all Inventions covered by this Agreement. Such disclosure shall include sufficient detail to permit the Company to evaluate the Invention and its potential protection.

The Employee agrees to maintain adequate written records of all such Inventions and to provide copies to the Company upon request.

6. Excluded Inventions

The Employee may identify below any Inventions created prior to the Effective Date that are to be excluded from this Agreement:

If no prior Inventions are listed, the Employee represents that there are no prior Inventions to be excluded.

This Agreement does not apply to Inventions developed entirely on the Individual's own time without use of the Company's resources and that do not relate to the Company Business.

7. Moral Rights Waiver

To the extent permitted by applicable law, the Employee waives any moral rights or similar rights in the Inventions and agrees not to assert such rights against the Company or its successors or assigns.

8. Assistance with Protection and Enforcement

The Individual agrees, both during and after the period of engagement, to cooperate with the Company in securing, maintaining, and enforcing intellectual property rights in the Inventions. This includes executing documents and providing information necessary to apply for, prosecute, or enforce patents or other protections.

If the Individual is no longer employed or engaged by the Company, the Company shall reimburse reasonable out-of-pocket expenses incurred in providing such assistance.

9. Confidentiality

The Employee acknowledges a continuing obligation to protect the Company's Confidential Information. The Individual shall not use or disclose Confidential Information except as authorized in writing by the Company or as required by law.

This obligation survives termination of the Employee's engagement.

10. No Conflicting Obligations

The Employee represents that entering into this Agreement does not violate any prior agreement or obligation. The Employee agrees not to use or disclose confidential or proprietary information of any third party in performing services for the Company.

11. Term and Survival

This Agreement becomes effective on the Effective Date and remains in effect for the duration of the Individual's engagement with the Company.

The provisions concerning assignment of Inventions, confidentiality, assistance with protection, and any other provisions that by their nature are intended to survive shall remain in effect after termination of the engagement.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of _____, without regard to conflict of law principles.

Any dispute arising out of or in connection with this Agreement shall be resolved through court litigation in _____, unless the Parties agree otherwise in writing.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter of invention ownership and supersedes any prior discussions or agreements on this subject.

14. Amendments

Any amendment or modification of this Agreement must be in writing and signed by both Parties.

15. Assignment by Company

The Company may assign this Agreement and its rights under it to any successor, affiliate, or purchaser of substantially all of its business or assets. The Employee may not assign or transfer this Agreement.

16. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Invention Assignment Agreement as of the Effective Date.

Company

Name

Date

Signature

Employee

Name

Date

Signature



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