

EMPLOYEE'S AGREEMENT ON PATENTS AND INVENTIONS

This agreement is made between _____
(the "Employee") and _____ (the
"Employer"). The Employee agrees to the terms of this agreement:

- ☐ contemporaneously with and as part of the terms of the Employment Agreement by which the Employee is being hired by the Employer, which Employment Agreement is incorporated by reference.
- ☐ in consideration of the Employee's continued employment by the Employer and additional consideration consisting of _____, which the Employee acknowledges is sufficient consideration paid by the Employer over and above the consideration due to the Employee pursuant to his or her usual terms of employment.

1. During the term of the Employee's employment and for a period of _____ months thereafter, the Employee will promptly and completely disclose and assign to the Employer every invention, product, process, mechanism, or design that the Employee may invent, create, develop, or discover that in any way relates to, or may be suggested by, the Employer's business or the Employee's employment duties. Such disclosure or assignment shall be made free of any obligation by the Employer to the Employee and without the necessity of any further request by the Employer.

2. The Employee will, at the Employer's expense, cooperate with the Employer in applying for and securing in the name of the Employer patents with respect to the matters required to be disclosed pursuant to this agreement in each country where the Employer wishes to secure such patents. Without limiting the foregoing, the Employee will promptly execute all proper documents presented to him or her for signature by the Employer in connection with the securing of such patents and the transfer of such patents to the Employer and will give such true information and testimony, under oath if so requested, as the Employer may reasonably require in connection with such matters.

3. The following is a complete list of all inventions, applications for patent, and patents in which the Employee holds an interest, and which are not subject to this agreement:

4. This agreement shall be governed by the laws of _____.

5. If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

6. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

7. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.

IN WITNESS WHEREOF the parties have signed this agreement under seal on

_____.

Employer:

Employee:
