INTELLECTUAL PROPERTY ASSIGNMENT AND NON-DISCLOSURE AGREEMENT

This Intellectual Property Assignment and Non-Disclosure Agreement (the "**Agreement**") is made and entered into as of the first day of employment of the person-party to this Agreement ("**Effective Date**") by and between **[_____]**with its principal office [_____] ("**Licensee**" or "**Employer**") and [EMPLOYEE OR AGENT NAME] ("**Employee**" or "**Agent**") (collectively, the "**Parties**").

RECITALS

WHEREAS, Employee and Employer wish to enter this Agreement as a condition of employment with Employer.

WHEREAS, Employee knows that entering this Agreement and adhering to and complying with its terms is a condition of employment and has been afforded an opportunity to review it including with his, her or its own, personal legal counsel.

Accordingly, the Parties agree as follows:

GENERAL TERMS AND CONDITIONS

Section 1.01 General Definitions. The terms defined in the Preamble, the Recitals and the body of the Agreement have their assigned meanings and the following terms, whether used in the singular or plural (and regardless of type of speech, e.g. noun, verb, adverb, adjective, as long as defined term is capitalized), have the meanings assigned to them.

"**Confidential Information**" means (a) any proprietary or confidential information that Employer discloses to Employee; or (b) any information created, developed or generated by Employee during the course of his or her employment, that his not generally known outside of Employer. Confidential Information includes but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to Company's business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, work-in-process, databases, manuals, records, material, sources of material, supplier information, vendor information, financial information, Results, accounting information, accounting records, marketing information, pricing information, design information, payroll information, personnel information, supplier lists, vendor lists, developments, reports, internal controls, security procedures, market studies, sales information, revenue, costs, formulae, product plans, designs, styles, models, ideas, specifications, customer information, customer lists, client information, client lists, manufacturing information, distributor lists, buyer lists, Intellectual Property, Improvements and both the existence and the terms of this Agreement.

"**Intellectual Property**" means any and all rights (anywhere in the world, whether statutory, common law, registered or unregistered or otherwise) relating to, arising from, or associated, without limitation, the following: patents; patent applications, patent divisionals, methods, and

processes; copyrights and other rights with respect to works of authorship; trademarks, service marks, trade names, brands, and domain names; trade secrets, Confidential Information and other information such as standard operating procedures,; know-how; and moral rights.

"**Pre-existing Intellectual Property**" means intellectual property owned by the Employee or by the Employee jointly with any third parties, that were created or invented by the Employee prior to the period of his or her employment by the Employer and do not relate in any way to the business or contemplated business, products, activities, services, research or development of the Employer, including but not limited to any invention and works of authorship, and any registrations and applications arising from or related to the foregoing.

"**Work Product**" means all Intellectual Property and all writings, works of authorship, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Employee individually or jointly with others during the period of [his/her] employment by the Employer and relate in any way to the business or contemplated business, products, activities, research, or development of the Employer or result from any work performed by the Employee for the Employer (in each case, regardless of when or where the work product is prepared or whose equipment or other resources is used in preparing the same), all rights and claims related to the foregoing, and all printed, physical, and electronic copies, and other tangible embodiments thereof.

Section 2.01 Intellectual Property Rights.
(a) The Employee has attached as an Exhibit to this Agreement a list describing with particularity any Pre-existing Intellectual Property Rights, including, if applicable, titles and registration, and application numbers. The Pre-existing Intellectual Property will be retained by the Employee and will not be owned by or assigned to the Employer under this Agreement. If no list is attached as Exhibit 1, the Employee hereby represents and warrants that there are no Pre-existing Intellectual Property Rights.

(b) To the extent that the Employee incorporates any Pre-existing Intellectual Property into any Work Product during the period of [his/her] employment by the Employer, the Employee hereby irrevocably grants to the Employer a royalty-free, fully paid-up, perpetual, transferable, worldwide non-exclusive license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, offer to sell, sell, import, and otherwise distribute such Pre-existing Intellectual Property Rights as part of or in connection with such Work Product, and to practice any method related thereto.

(c) Employee shall not incorporate any Pre-existing Intellectual Property or any Intellectual Property that are owned by any third party, including any former employers, into any Work Product without obtaining the prior written consent of Employer.

Section 2.02 Work Product. The Employee hereby acknowledges and agrees that he or she shall grant, hereby grants, and irrevocably grants:

(a) All right, title, and interest in and to all Work Product as well as any and all respective

Intellectual Property rights and all improvements shall be the sole and exclusive property of the Employer.

(b) Employer has the unrestricted right, but not any obligation, in its sole and absolute discretion, to (i) use, commercialize, or market any Work Product or (ii) file an application for patent, copyright registration or any other Intellectual Property, and prosecute or abandon such application prior to issuance or registration. No royalty or other consideration whatsoever is or shall be due, owing or owed to the Employee now or in the future as a result of such activities.

(c) The Work Product is and shall at all times remain the Confidential Information of the Employer.

Section 2.03 Work Made for Hire; Assignment. The Employee acknowledges that, by reason of being employed by the Employer at the relevant times, to the extent permitted by law, all Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Employer. To the extent that the foregoing does not apply, the Employee shall assign and hereby irrevocably assigns to the Employer, and its successors and assigns, for no additional consideration, the Employee's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including[without limitation] the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Employer's right, title or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than the Employer would have had in the absence of this Agreement.

Section 2.04 Limitations on Assignment. The Employee understands and acknowledges that Work Product does not include, and any provision in this Agreement requiring the Employee to assign (or otherwise providing for ownership by the Employer of) rights to an invention does not apply to, any invention that the Employee develops entirely on his or her own time without using the Employer's equipment, supplies, facilities, confidential information or trade secret information, except for those inventions that either (i) relate at the time of conception or reduction to practice of the invention to the Employer's business, or actual or demonstrably anticipated research or development of the Employer; or (ii) result from any work performed by the Employee for the Employer.

Section 2.05 Disclosure of Work Product; Maintenance of Records. During his or her employment, the Employee shall promptly make written disclosures to the Employer of all Work Product, and shall at all times keep and maintain adequate, current, accurate, and authentic records of all Work Product. Such records may be in the form of notes, sketches, drawings, flow charts, electronic files, laboratory notebooks, reports, or any other format that may be specified by the Employer. The records shall at all times be the sole and exclusive property of the Employer and the Employee agrees not to remove such records from the Employer's premises, except as may be expressly permitted by the Employer in its written policies or by its prior written consent.

Section 2.06 General Representations and Warranties.

(a) **No Conflicts**. The Employee hereby represents and warrants that he or she is not subject to any obligation to others, including any former employers, that would be inconsistent with any provision of this Agreement, including with respect to any Pre-existing Intellectual Property, and that he or she has the right to grant the license in pursuant to this Agreement.

(b) **No Infringement**. The Employee represents and warrants that, all Pre-existing Intellectual Property licensed to the Employer pursuant to Section 2.01(a) or and all Work Product otherwise created or developed by Employee does not infringe, misappropriate, dilute or otherwise violate any third party's Intellectual Property or other related rights; provided that the Employee shall not be liable for any infringement, misappropriation, dilution or other violations to the extent arising out of any instructions or materials supplied to the Employee by the Employer.

(c) **Further Assurances; Power of Attorney**. During and after [his/her] employment, the Employee agrees to reasonably cooperate with the Employer [at the Employer's expense] to (i) apply for, obtain, perfect and transfer to the Employer the Work Product as well as any and all Intellectual Property Rights in the Work Product in any jurisdiction throughout the world, and (ii) maintain, protect and enforce the same, including[without limitation] giving testimony and executing and delivering to the Employer any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as may be requested by the Employer. The Employee hereby irrevocably grants the Employer power of attorney to execute and deliver any such documents on the Employee's behalf in [his/her] name and to do all other lawfully permitted acts to transfer the Work Product to the Employer and further the transfer, prosecution, issuance, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Employee does not promptly cooperate with the Employer's request (without limiting the rights the Employer shall have in such circumstances by operation of law). This power of attorney is coupled with an interest and shall not be affected by the Employee's subsequent incapacity.

(d) **Moral rights**. To the extent any copyrights are assigned under this Agreement, the Employee hereby irrevocably waives in favor of the Employer, to the extent permitted by applicable law, any and all claims the Employee may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply.

Section 2.07 Confidential Information. Employee shall treat all Confidential Information as strictly confidential; and (a) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any [entity or person whatsoever (including other employees of the Employer) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Employer [Group] and, in any event, not to anyone outside of the direct employ of the Employer except as required and expressly authorized in the performance of any of the Employee's employment duties to the Employer and only after execution of a confidentiality agreement by the third party with whom Confidential Information will be shared; and (b) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the

premises or control of the Employer, except as required in the performance any of the Employee's authorized employment duties to the Employer or with the prior consent of an authorized officer acting on behalf of the Employer in each instance and then, such disclosure shall be made only within the limits and to the extent of such duties or consent.

The Employee understands and acknowledges that the Employee's obligations under this Agreement regarding any particular Confidential Information begin immediately and continue during and after the Employee's employment by the Employer until the Confidential Information has become public knowledge other than as a result of the Employee's breach of this Agreement or a breach by those acting in concert with the Employee or on the Employee's behalf.

To evidence the Parties agreement to this Agreement, the Parties have executed as of the Effective Date.

EMPLOYER

By: _____

Name: _____

Title: _____

RECIPIENT:
[NAME]

By: _____

Name: _____

Title: _____

EXHIBIT 1
LIST OF PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS

Unregistered Intellectual Property		
Title	Description	Date of Creation or Invention

Registered Intellectual Property				
Jurisdiction	Name or Title	Status (Pending or Registered)	Registration or Application Serial Number	Registration or Application Date

__ No Pre-existing Intellectual Property Rights (mark with x in pen if employee has no pre-existing intellectual property)

__ Additional Sheets Attached

Signature of Employee: _____

Print Name of Employee: _____

Date: _____

DRAFT TEMPLATE