

## Employee Invention and Confidentiality Agreement

This Employee Invention and Confidentiality Agreement (the "Agreement") is between \_\_\_\_\_ (Employee) and \_\_\_\_\_ ("Company"). It is recognized that it may be necessary or desirable to exchange confidential information between Employee and Company and that Employee may be involved in developing, designing, inventing or patenting certain projects (or items, processes, machinery, chemicals, computer programs, technical data, etc.) in his/her role as an employee of the Company and in furtherance of the purpose of the interest of the Company. It is hereby agreed that:

1. Except as otherwise provided in this Agreement, all information disclosed by the Company to Employee or acquired by Employee in the course and scope of his/her employment shall be Confidential Information and shall remain the exclusive property of the Company and shall not be disclosed by Employee to other persons or entities outside of the Company without prior permission from the Company.

2. Confidential Information shall constitute all information concerning \_\_\_\_\_ (whether prepared by \_\_\_\_\_, its representatives, advisors or others), whether furnished before or after the date of this Agreement and regardless of the manner in which it is furnished and includes, without limitation, any:

- (i) Performance, sales, financial, contractual, personnel, marketing information, ideas, technical data and concepts, and
- (ii) Formula, pattern, program, method, technique, process, design, business plan, business opportunity, customer or personnel list or financial statement which derives independent economic value or commercial advantage, actual or potential, for not being generally known to the public or to the other persons who can obtain economic value from its disclosure or use and is subject to efforts that are reasonable under the circumstances to maintain its secrecy.

3. Employee agrees that access to Confidential Information will be limited to those other employees or authorized representatives of the Company who:

- (1) need to know such Confidential Information in connection with their work related to this Agreement; and
- (2) have signed agreements with the Company obligating them to maintain the confidentiality of Confidential Information disclosed to them.

4. Employee agrees that any development, design, invention or patent which Employee may solely, or in association with other Employees, participate in, cause or assist in the creation of, shall be and remain the property of the Company.

5. Employee agrees that nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in Employee any right, title, interest or license in or to the inventions, patents, technical data, computer software or software documentation of the Company. Employee agrees to execute such further assurances, releases or waivers as may be requested by Company to give full effect to this Agreement.

6. This Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior to contemporaneous oral or written understandings or agreements regarding the issue. This Agreement shall not be modified or amended, except in a written instrument executed by the parties.

7. The effective date of this Agreement shall be the date upon which the last signatory below executes this Agreement.

8. This Agreement shall be governed and construed in accordance with the laws of the State of \_\_\_\_\_.

**SAMPLE DOCUMENT**

Employee:

Witnessed by:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_