

EMPLOYEE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Company Name:

Employee Name:

RECITALS

WHEREAS, Employee desires to accept employment with the Company and acknowledges that the Company owns or is developing valuable Intellectual Property; and WHEREAS, the Company desires to obtain full ownership of all Intellectual Property created, developed, or reduced to practice by Employee during the course of employment; NOW, THEREFORE, in consideration of employment and other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

a. "Intellectual Property" means all inventions, discoveries, developments, improvements, trade secrets, designs, works of authorship, trademarks, copyrights, mask works and other proprietary rights, whether or not patentable or registrable under copyright, patent, trademark or similar laws. b. "Company Materials" means all documents, data, software, prototypes, models, inventions and other materials provided to Employee or created by Employee in connection with employment.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

Employee hereby irrevocably assigns and agrees to assign to the Company all right, title and interest in and to all Intellectual Property conceived, made, discovered, developed, or reduced to practice by Employee, solely or jointly with others, during the term of employment that (i) relate to the Company's business, (ii) result from work performed for the Company, or (iii) utilize Company Materials.

3. DISCLOSURE AND DOCUMENTATION

Employee agrees to promptly disclose in writing to the Company all Intellectual Property that Employee develops during employment. Employee shall maintain adequate and current written records of all such Intellectual Property and cooperate with the Company in securing rights thereto.

4. WORK MADE FOR HIRE

To the extent any Intellectual Property is deemed not to be "work made for hire" under applicable law, Employee hereby assigns all right, title and interest in such Intellectual Property to the Company.

5. PROTECTION OF COMPANY PROPERTY

Employee shall keep confidential and not disclose any Company trade secrets or confidential information during or after employment. Employee shall return all Company property, including Company Materials and copies thereof, upon termination of employment.

6. MORAL RIGHTS

To the extent permissible by law, Employee waives any and all moral rights or similar rights Employee may have in any Intellectual Property assigned to the Company.

7. ASSISTANCE AND FURTHER DOCUMENTATION

Employee agrees to assist the Company, at the Company's expense, in obtaining, maintaining, and enforcing intellectual property rights in any Intellectual Property assigned under this Agreement, both during and after employment.

8. NO CONFLICTING AGREEMENTS

Employee represents that Employee's performance of this Agreement does not and will not breach any agreement with a third party or violate any law.

9. NO LICENSE

Except as expressly provided herein, Employee retains no rights or licenses in the Intellectual Property assigned to the Company.

10. TERM AND TERMINATION

This Agreement shall remain in effect during Employee's employment and continue thereafter with respect to Intellectual Property created during employment.

11. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

12. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior understandings, agreements, or representations.

14. AMENDMENTS

Any amendment or modification of this Agreement shall be in writing and signed by both parties.

15. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed originals.

16. ACKNOWLEDGEMENT

Employee acknowledges having read this Agreement, understands its terms, and agrees to be bound thereby.

COMPANY REPRESENTATIVE SIGNATURE

EMPLOYEE SIGNATURE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

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