Exemplary IP-Related Clauses in Employment Agreements

Clauses Covering Pre-employment Inventions

Employee has attached hereto, as "Exhibit A," a list describing all inventions, original works of authorship, developments, improvements and trade secrets which were made by Employee prior to his/her employment with the Company (collectively referred to as "Pre-Employment Intellectual Property"), which belong to Employee, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, Employee represents that there is no such Pre-Employment Intellectual Property. If in the course of his/her employment with the Company, Employee incorporates into a Company product, process or machine any Pre-Employment Intellectual Property owned by Employee, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Pre-Employment Intellectual Property as part of or in connection with such product, process or machine.

IP Transfer Clause and Exceptions to Transfer Clause

Employee hereby assigns to the Company, or its designee, all his/her right, title and interest in and to any and all inventions, original works of authorship, development, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registerable under copyright or similar laws, which may be solely or jointly conceived or developed or reduced to practice, or cause to be conceived or developed or reduced to practice, during the period of time Employee is in the employ of the Company. Employee agrees to make full disclosure to the Company of all such Inventions. Employee further acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of and during the period of his/her employment with the Company and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act. Employee understands and agrees that the decision whether or not to commercialize or market any invention developed by Employee solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to Employee as a result of the Company's efforts to commercialize or market any such invention.

Employee understands that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention for which no equipment, supplies, facilities, or Confidential Information of the Company was used and which was developed entirely on his/her own time ("Exempted Inventions"), *unless* (i) the invention relates (A) directly to the Company's business, or (B) to the Company's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by Employee for the Company. Employee will advise the Company promptly in writing of any Exempted Inventions that Employee believes meet the criteria as set forth in the preceding sentence an not otherwise disclosed on Exhibit A.

Obligation of Employee to Keep Records

Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of his/her employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

Trailer, Hold-over or Post-Employment Invention Clauses

For a period of 12 months after termination of his/her employment with the Company for any reason, Employee will promptly disclose to the Company fully and in writing all patent applications filed by Employee or on his/her behalf. At the time of each such disclosure, Employee will advise the Company in writing of any inventions that Employee believes fully qualify as Exempted Inventions (as defined above; and Employee will at the time provide to the Company in writing all evidence necessary to substantiate that belief. Employee understands that the Company will keep in confidence and will not disclose to third parties without his/her consent any proprietary information disclosed in writing to the Company pursuant to this Agreement relating to any such Exempted Inventions. Employee will preserve the confidentiality of any invention that does not qualify fully as an Exempted Invention.

Representation and Inventor Cooperation in Patent Procurement

Employee agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Employee further agrees that his/her obligation to execute or cause to be executed, when it is in his/her power to do so, any such instrument or papers shall continue after the termination of this Agreement.

If the Employee is unable because of his/her mental or physical incapacity or for any other reason to secure his/her signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his/her agent and attorney in fact, to act for and in his/her behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by Employee. Employee agrees that this obligation to assist the Company shall continue beyond the termination of his/her employment with the Company, but that the Company will compensate Employee at a reasonable rate following the termination of his/her employment for time actually spent by Employee at the Company's request on such assistance.