



# Employee Contract

This Agreement is entered into between \_\_\_\_\_ (Hereinafter called "Employer") and \_\_\_\_\_ (Hereinafter called "Employee"), on the date indicated below as the effective date of this Agreement.

## 1. Employer's Ownership of Creative Works

All creative works produced by Employee during his/her employment and which relate to Employer's business or technology ("Work Product") shall be considered to have been prepared for Employer as part of and in the course of employment. Employer shall own any such work regardless of whether it would otherwise be considered a work made for hire. Work Product shall include, among other things, computer programs and documentation, non-dramatic literary works (e.g. Professional papers and journal articles), code, systems, visual arts (e.g. Pictorial, graphic and three-dimensional), sound recordings, motion pictures and other audiovisual works.

## 2. Conditional Assignment

Employer shall have full ownership of creative works produced by Employee during my employment with no rights of ownership vested in Employee. Employee hereby agrees that in the event any Work Product is determined by a court of competent jurisdiction not to be a work for hire under the federal copyright laws, this agreement shall operate as an irrevocable assignment by Employee to the Employer of the copyright in the works including all rights thereunder in perpetuity.

Employee hereby irrevocably assigns, conveys, and otherwise transfers to Employer, and its respective successors and assigns all rights, title and interests worldwide in and to the Work Product and all copyrights, contract and licensing rights, and claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. In the event Employee has any rights in and to the Work Product that cannot be assigned to Employer, Employee hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Employer, its distributors and customers, whether now known or hereafter to become known and agrees, at the request and expense of Employer and its respective successors and assigns to consent to and join in any action to enforce such rights in and to the Work Product that cannot be assigned to Employer and cannot be waived, Employee hereby grants to Employer, and its respective successors and assigns an exclusive, worldwide, royalty-free license during the term of the rights to reproduce, distribute, modify, publicly perform and publicly display, with the right to sub-license through multiple tiers of sub-licenses, and the right to assign such rights in and to the Work Product including, without limitation, the right to use in any way whatsoever the Work Product. Employee retains no rights to use the Work Product and agrees not to challenge the validity of the copyright ownership by Employer in the Work Product.

## 3. Disclosure and Assignment of Work Product

Employee shall communicate to Employer promptly and fully in writing, in such format as Employer may deem appropriate, all Work Product made or conceived by Employee, whether along or jointly with others, and as requested, to assign to Employer all Work Product which (1) relates to a field of business, research or investigation in which the Employer has an interest, or (2) results from, or are suggested by, any work done for or on behalf of Employer.



4. Records

Employee shall make and maintain adequate permanent records of the development of Work Product, in the form of memoranda, notebook entries, drawings, printouts, or reports relating thereto, in keeping with Employer's procedures. Such records, as well as the Work Products themselves, shall be and remain the property of Employer at all times.

5. Warranty Regarding Originality

Employee represents and warrants that his or her Work Product is original and does not infringe on the rights of any other work. Employee shall not disclose to Employer, or any other employee or Employer, and information as to which Employee owes a continuing obligation of confidentiality to a previous employer or client.

6. Power of Attorney

Employee shall cooperate with and assist the Employer and its nominees, at their sole expense, during my employment and thereafter, in securing and protecting copyright or other similar rights in the United States and foreign countries in Work Product. Employees agree to execute all papers which Employer deems necessary to protect its interests including the execution of assignments of copyrights and to give evidence and testimony, as may be necessary, to secure and enforce the Employer's rights.

In the event that Employee is unable for any reason whatsoever to secure Employee's signature to any lawful and necessary document required to apply for or execute any copyright or other applications with respect to any Work Product, Employee hereby irrevocably designates and appoints Employer and its duly authorized officers and agents as his or her agents and attorneys-in-fact to act for and in his behalf and instead of Employee, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of copyrights and or other similar rights thereon with the same legal force and effect as if executed by Employee.

7. Termination of Employment

Upon termination of his or her employment, Employee shall deliver to Employer all records, data and memoranda of any nature in that are in Employee's possession or control and which relate to employment or activities of the Employer; including for example, notebooks, diaries, reports, photographs, films, manuals and computer software media.

8. Pre-Employment Activities

Employee shall not disclose to the Company or to any other employee of the Company any information or creative works as to which Employee owes a continuing obligation of confidentiality to a previous employer or client. Any inventions, patented or unpatented, which were made or conceived by Employee prior to his or her employment, are excluded from the operation of this agreement. Employee warrants that there are no such creative works, other than those listed by Employee in the attached addendum, marked as Exhibit "A".

9. No Employment Contract: Entire Agreement

Nothing in this agreement shall bind the Employer or Employee to any specific period of service or employment, nor shall the termination of such employment in any way affect the obligations assumed by Employee hereunder. Further, this agreement supersedes any and all prior agreements or understandings between the parties concerning these subjects.



10. Binding Effect: Successors and Assigns

This agreement shall bind the heirs, executors, and administrators of Employee, and shall inure to the benefit of the successors and assigns of the Employer.

11. Jurisdiction/General

This Agreement is effective as of the date indicated in this paragraph and it will be governed by and construed in accordance with the laws of the United States and the State of \_\_\_\_\_.

Dated: \_\_\_\_\_

Employer: \_\_\_\_\_

By: \_\_\_\_\_

Employee: \_\_\_\_\_

Important Notice: This is a sample form for illustrative purposes. This sample may not be suitable for your particular circumstances and different agreements or legal arrangements may be necessary depending on your jurisdiction. Therefore, you should not use this sample, or any part, without the advice of competent legal counsel.