

EMPLOYEE AGREEMENT ON INVENTIONS

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF EMPLOYEE]

[address]

(the "Employee")

- and -

[NAME OF EMPLOYER]

[address]

(the "Employer")

In consideration of the employment of Employee by Employer, the parties agree as follows:

1. During the course of his/her employment, Employee may have possession of or access to facilities, apparatus, equipment, drawings, systems, formulae, reports, manuals, invention records, customer lists, computer programs or other materials containing trade secrets or confidential technical or business information of Employer. Employee agrees not to use any of such information or material for him/herself or others, and not to take any such information or material or any copies thereof from Employer, at any time during or after Employee's employment with Employer, except as required in performance of Employee's duties. Employee agrees to immediately return all such materials and information and all copies thereof in his/her possession to Employer upon request and in any event upon termination of Employee's employment.
2. Except as authorised by Employer in writing, Employee agrees not to disclose or publish any trade secret or confidential technical or business information or material of Employer or of another party to whom Employer owes an obligation of confidence, at any time during or after Employee's employment with Employer.
3. Employee shall promptly furnish to Employer a complete record of any and all inventions, patents and improvements, whether patentable or not, which Employee, either solely or jointly with another party, may conceive, make or first disclose during the period of his/her employment with Employer.
4. Employee agrees to and hereby grants and assigns to Employer or its nominee Employee's entire right, title and interest in and to inventions, patents and improvements that relate in any way to the actual or anticipated business or activities of Employer, or that are anticipated by or result from any task or work for or on behalf of Employer together with any and all domestic and foreign patent rights in such inventions and improvements. To aid Employer or its nominee in securing full benefit and protection thereof, Employee agrees to promptly do all lawful acts reasonably requested, at any time during and after his/her employment by Employer, without additional compensation but at Employer's sole expense.

THIS IS A 2-PAGE FORM.