

CA-IPipp36

Intellectual Property rights security agreement: employees

This agreement is dated: [date]

It is made between:

[ABC Ltd], a company incorporated in [Province] of Canada [under incorporation number [number] and] whose registered office ■■■■■■■■■■ [■■■■■■■■■■] (“■■■■■■■■■■” ■■■■■■■■■■ “■■■■■■■■■■”); ■■■■■■■■■■

[Name in full], of [address, Inc ■■■■■■■■■■] (“■■■■■■■■■■”)

Background:

- A. You are employed by us as [capacity] and have been employed by us for ■■■■■■■■■■ [■■■■■■■■■■] [■■■■■■■■■■ / ■■■■■■■■■■].
- B. We have agreed that your work is extremely sensitive and its ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ .
- C. You have agreed to enter into this agreement so as to enable us to give you access to ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ [■■■■■■■■■■ ■■■■].

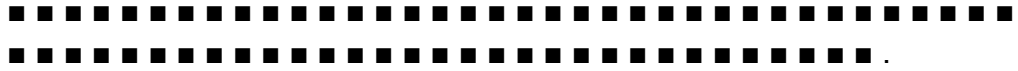
It is now agreed as follows:

1. Definitions

“Confidential Information” means all information about us, including information: given or received in any medium ■■■■■■■■■■ , ■■■■■■■■■■ ■■■■■■■■■■ ; of any description, whether recorded or unrecorded; whether protected by law or not; which may give a commercially competitive advantage ■■■■■■■■■■ ■■■■■■■■■■ ;

it includes among other things:

information about staff, their performance and ■■■■■■■■■■ ■■■■■■■■■■ , data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ■■■■■■■■■■ , ■■■■■■■■■■ ■■■■■■■■■■ , ■■■■■■■■■■ , ■■■■■■■■■■ ■■■■■■■■■■ ; information about the Intellectual Property, the Know-how ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■



Signed on our behalf by [\[name\]](#) who personally accepts liability for the proper authorization to enter into this agreement [\[name of company/ business\]](#)

Signed by [\[Name\]](#):

.....

This concept is inconvenient for you when you pay someone specifically to write code, draft maps or produce ideas. Different countries have taken different approaches to the subject. In the USA, "Work made for hire" is the name given in the United States Copyright Act 1976, for work to be treated as owned by the person who paid for ,
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An important point of contract law also appears in this paragraph. For hundreds of years the maxim "Past consideration is no consideration" has applied. It means you cannot make a contract on the basis that one side has already paid. Both sides "....."
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The importance of "consideration" here is that the agreement purports to bind the inventor in respect of what he has done in the past. To be clearly binding, you would have to pay him for that. However, we think
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6. New IP

These provisions are very strict. It may
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7. Undertaking not to compete unfairly

We have intentionally used a strong word. This is an area of confidentiality not often covered, but
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