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 ■ ■ ■ ■ ■ ■ ■ ■

■ ■ ■ ■ ■ ■ ;
information owned by a third party and in respect of which we ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ - ■ ■ ■ ■ ;
information, comment or implication published on ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

"Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, Know-■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted].

3.2. Each party acknowledges that, in entering into this agreement, [redacted], [redacted], [redacted].

3.3. Conditions, warranties or other terms implied by [redacted].

4. Confidential Information

4.1. All Confidential Information and other data, supplied by us to you, [redacted], [redacted].

4.2. We both are aware that in the course of the employment you [redacted]. [redacted], [redacted], [redacted]:

4.2.1 except as provided in this [redacted], [redacted], [redacted];

4.2.2 not use the Confidential [redacted].

4.2.3 not store, copy, or use the Confidential [redacted] [[redacted]. . . .].

4.2.4 keep all records of [redacted];

4.2.5 keep all records only at our address [redacted] ([redacted]);

4.2.6 use your best endeavours [redacted].

4.3. When your employment ends, you will [redacted].

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5. “Work made for hire”

5.1. You acknowledge that all Intellectual Property [redacted].

5.2. You agree that we [redacted].

5.3. You agree that the above provisions apply also to Intellectual [redacted], [redacted].

6. New IP

6.1. [redacted], [redacted], [redacted], [redacted]

6.1.1 [redacted], [redacted];

6.1.2 [redacted], [redacted], [redacted];

6.2. [redacted]. [redacted], [redacted]. [redacted].

6.3. [redacted].

6.4. [redacted], [redacted] ([redacted]), [redacted]. [redacted], [redacted]. [redacted].

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6.5. [redacted], [redacted], [redacted]:

"[redacted] [redacted], [redacted], [redacted], [redacted], [redacted]."

7. Undertaking not to compete unfairly

7.1. [redacted]:

7.1.1 [redacted], [redacted], [redacted], [redacted], [redacted] [redacted].

7.1.2 [redacted], [redacted], [redacted].

7.1.3 [redacted]. [redacted], [redacted].

7.2. [redacted] [redacted].

8. Damages not adequate

[redacted], [redacted]

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[redacted]

9. Miscellaneous matters

9.1. [redacted]

9.2. [redacted]

9.3. [redacted]

9.4. [redacted]

9.5. [redacted]

9.6. [redacted]

9.7. [redacted]

9.8. [redacted]

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■■■

Explanatory notes:

Intellectual property rights security agreement: employees

Paragraph specific notes:

1. Notes numbering refers to paragraph numbers .**Definitions**

Definitions are always important. In this agreement they are more important than usual. Why? Because if your counter party breached the agreement, you would need to be able to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted].

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 [redacted], [redacted]. [redacted] “[redacted]” [redacted]. [redacted]. [redacted], [redacted].

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 [redacted] “[redacted]” [redacted]. [redacted]. [redacted] “[redacted]” [redacted], [redacted].

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 [redacted], [redacted]. [redacted], [redacted].

6. New IP

These provisions are very strict. It may [redacted]. [redacted]. [redacted], [redacted].

7. Undertaking not to compete unfairly

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

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[redacted] .

8. Damages not adequate

A judge will usually try to award money damages as a simple way to make good to the successful [redacted] . [redacted] , [redacted] . [redacted] . [redacted] . [redacted] , [redacted] .

9. Miscellaneous matters

A number of special points. We have identified each of these as [redacted] . [redacted] , [redacted] . [redacted] . [redacted] .

End of notes

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