

# INVENTION ASSIGNMENT AGREEMENT

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This Invention Assignment Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[ASSIGNOR NAME], an individual residing at [ASSIGNOR ADDRESS] (the "**Assignor**").

The Company and the Assignor are each a "**Party**" and together the "**Parties**."

**Recitals.** The Assignor is or will be engaged by the Company as [an employee / a contractor / a consultant / an advisor], and in that capacity may conceive, develop, or reduce to practice inventions, works, and other intellectual property relating to the Company's business. The Company relies on owning that intellectual property to operate and grow its business. The Parties enter into this Agreement to confirm the Company's ownership of such intellectual property and the Assignor's related obligations. In consideration of the Assignor's engagement and the compensation paid for it, and the mutual promises below, the Parties agree as follows.

## 1. Definitions

**1.1 Inventions.** "**Inventions**" means all discoveries, inventions, improvements, designs, developments, processes, techniques, formulas, algorithms, software, source code, data, works of authorship, mask works, know-how, and other results of intellectual activity, whether or not patentable or registrable, that are conceived, created, developed, or reduced to practice by the Assignor, alone or with others, during the period of engagement and within the scope of Section 2.

**1.2 Intellectual Property Rights.** "**Intellectual Property Rights**" means all patents, copyrights, trademarks, trade secrets, mask work rights, moral rights, and all other intellectual property and proprietary rights of any kind, together with all applications, registrations, renewals, and extensions of them.

**1.3 Prior Inventions.** "**Prior Inventions**" means inventions, works, and intellectual property that the Assignor owned or controlled before the period of engagement and that are listed on **Exhibit A**. If no list is provided, the Assignor represents that there are no Prior Inventions.

**1.4 Confidential Information.** "**Confidential Information**" means non-public business or technical information of the Company disclosed to or developed by the Assignor, including Inventions before they are publicly disclosed by the Company.

## 2. Scope of Assigned Inventions

**2.1 Covered Inventions.** This Agreement applies to Inventions that: (a) relate to the Company's business, products, services, or actual or demonstrably anticipated research or development; (b) result from work performed by the Assignor for the Company; or (c) are developed using the Company's equipment, supplies,

facilities, Confidential Information, or trade secrets.

**2.2 Statutory carve-out.** Some jurisdictions limit the inventions an employer may require an employee to assign — typically excluding inventions developed entirely on the employee's own time without using the employer's equipment, supplies, facilities, or trade secrets, unless the invention relates to the employer's business or results from work for the employer. To the extent any such law applies, this Agreement does not apply to any Invention that the law prohibits from being assigned, and the Parties will defer to the requirements of applicable local law.

**2.3 Disclosure of all inventions.** To allow the Parties to determine which Inventions are covered, the Assignor will promptly disclose to the Company in writing all Inventions conceived or developed during the period of engagement, even those the Assignor believes are excluded under Section 2.2. The Company will keep such disclosures confidential.

### 3. Assignment of Inventions

**3.1 Present assignment.** The Assignor hereby irrevocably assigns and agrees to assign to the Company all right, title, and interest in and to all Inventions covered by Section 2 and all related Intellectual Property Rights, effective as of their creation.

**3.2 Works made for hire.** To the extent any covered Invention is a work of authorship eligible to be a "work made for hire" under applicable copyright law, it is a work made for hire and the Company is the author and owner. To the extent any such work does not qualify as a work made for hire, it is assigned to the Company under Section 3.1.

**3.3 No retained rights.** The Assignor retains no right, title, or interest in any assigned Invention and will not use or disclose any assigned Invention except for the benefit of the Company.

### 4. Prior Inventions and Third-Party Rights

**4.1 Exclusion of Prior Inventions.** Prior Inventions listed on Exhibit A are excluded from the assignment in Section 3.

**4.2 License of incorporated Prior Inventions.** If the Assignor incorporates a Prior Invention into any Company product, service, or Invention, the Assignor grants the Company a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, sublicensable license to make, use, modify, sell, and otherwise exploit that Prior Invention as part of the Company's products and services.

**4.3 No conflicting obligations.** The Assignor represents that performing this Agreement does not and will not breach any agreement with or obligation to any former employer or third party, and that the Assignor will not bring to the Company or use any third party's confidential information without authorization.

### 5. Moral Rights and Further Assurances

**5.1 Waiver of moral rights.** To the maximum extent permitted by applicable law, the Assignor waives and agrees not to assert any moral rights or similar rights in the assigned Inventions, including rights of attribution and integrity.

**5.2 Further assurances.** The Assignor will, at the Company's reasonable request and expense, execute documents and take actions reasonably necessary to perfect, register, and enforce the Company's rights in the assigned Inventions, including applications for patents, copyrights, and other registrations, both during and after the period of engagement.

**5.3 Power of attorney.** If the Company is unable, after reasonable effort, to obtain the Assignor's signature on any such document, the Assignor irrevocably appoints the Company and its officers as the Assignor's agent and attorney-in-fact to execute and file that document and to take related actions, solely to perfect and enforce the Company's rights, with the same effect as if executed by the Assignor.

## 6. Confidentiality

**6.1 Obligation.** The Assignor will hold all Confidential Information in confidence, use it only for the benefit of the Company, and not disclose it to any third party except as authorized by the Company.

**6.2 Survival of confidentiality.** The Assignor's confidentiality obligations continue during and after the period of engagement for as long as the information remains confidential, and indefinitely for information that constitutes a trade secret under applicable law.

## 7. Return of Materials

**7.1 Return on request or separation.** On the Company's request or on the end of the engagement, the Assignor will promptly deliver to the Company all documents, devices, records, and other materials containing or embodying Inventions or Confidential Information, and all copies, and will retain no copies except as required by law.

**7.2 Certification.** The Assignor will, on request, certify in writing that the Assignor has complied with this Section.

## 8. Remedies

**8.1 Irreparable harm.** The Assignor acknowledges that a breach of this Agreement may cause the Company irreparable harm for which monetary damages would be inadequate.

**8.2 Equitable relief.** The Company is entitled to seek injunctive and other equitable relief in addition to any other remedies available at law or in equity.

## 9. General Provisions

**9.1 At-will engagement unaffected.** This Agreement does not change the nature or duration of the Assignor's engagement, which is governed by separate agreement or applicable law, and does not by itself create any obligation to continue the engagement.

**9.2 Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

**9.3 Assignment.** The Assignor may not assign this Agreement. The Company may assign it to a successor in connection with a merger, acquisition, or sale of substantially all assets.

**9.4 Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

**9.5 Entire agreement; amendment.** This Agreement, together with its exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

**9.6 Severability and waiver.** If any provision is unenforceable, the rest remains in effect and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

COMPANY	ASSIGNOR
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: N/A
Date: _____	Date: _____

**Exhibit A — Prior Inventions**

List below any inventions, works, or intellectual property owned or controlled by the Assignor before the period of engagement that are to be excluded from assignment. Write "None" if there are none.

#	Title / Description	Date	Owner / Co-owners
1	[DESCRIPTION]	[DATE]	[OWNER]
2	[DESCRIPTION]	[DATE]	[OWNER]

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