



\*\*\* *DRAFT* \*\*\*

## THE INVENTOR'S RIGHTS ACT

(a) Any provision in an employment agreement which provides that the employee shall assign or offer to assign any of the employee's rights in intellectual property to the employee's employer shall not apply to intellectual property that the employee developed entirely on the employee's own time without using the employer's equipment, supplies, facility or trade secret information, except for intellectual property that:

(i) relates to the employer's business or actual or demonstrably anticipated research or development, or

(ii) results from any work performed by the employee for the employer.

(b) Any provision in an employment agreement which requires that the employee assist the employer in securing intellectual property rights following the end of his or her employment, beyond nominal assistance, must provide for fair compensation to the employee for his or her time and expenses.

(c) As used in this Section, "intellectual property" includes inventions, patents, copyrights, trademarks and service marks, domain names, trade secrets, confidential information, technology, and ideas, and any and all rights, applications, and registrations relating to them.

(d) To the extent a provision in an employment agreement is contrary to this Section, it is against the public policy of this State and is unenforceable. An employer may not require a provision of an employment agreement made unenforceable under this Section as a condition of employment or continued employment.

(e) The employee shall bear the burden of proof in establishing that his or her intellectual property qualifies under this Section, except that an employer shall bear the burden of proof in establishing that any intellectual property relates to the employer's business or actual or demonstrably anticipated research or development.

(f) Nothing in this article shall be construed to permit, forbid, expand, or restrict the right of an employer to provide in employment agreements for disclosure of all of the employee's intellectual property made solely or jointly with others before or during the term of his or her employment, provided that any such disclosures be received in confidence.

*(continued)*

**(g)** Employment of the employee or the continuation of his or her employment is sufficient consideration to support the enforceability of an employment agreement provision under Subsection (a) whether or not the agreement recites such consideration.

**(h)** If an employment agreement entered into after XXX contains a provision requiring the employee to assign any of the employee's rights in any intellectual property to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to intellectual property as indicated in Subsection (a).

#####

For more information, see:  
<http://www.ieeeusa.org/policy/issues/inventorrights/>