

Business Contracts



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EMPLOYEE COPYRIGHT AGREEMENT

This Agreement (the "Agreement") is entered into this _____ day of _____, 200__ by and between <<Company>> hereafter called "Employer" and _____, an individual (hereinafter called "Employee"), on the date indicated below as the effective date of this Agreement.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Employer and Employee hereby agree as follows:

1. Employer's Ownership of Creative Works.

All creative works produced by Employee during his/her employment and which relate to Employer's business or technology ("Work Product") shall be considered to have been prepared for Employer as a part of and in the course of employment. Employer shall own any such work regardless of whether it would otherwise be considered a work made for hire. Work Product shall include, among other things, computer programs and documentation, non-dramatic literary works (e.g., professional papers and journal articles), code, systems, visual arts (e.g., pictorial, graphic and three-dimensional), sound recordings, motion pictures and other audiovisual works.

2. Conditional Assignment.

Employer shall have full ownership of creative works produced by Employee during my employment with no rights of ownership vested in Employee. Employee hereby agrees that in the event any Work Product is determined by a court of competent jurisdiction not to be a work for hire under the federal copyright laws, this Agreement shall operate as an irrevocable assignment by Employee to Employer of the copyright in the works including all rights thereunder in perpetuity. Employee hereby irrevocably assigns, conveys, and otherwise transfers to Employer, and its respective successors and assigns, all rights, title and interests worldwide in and to the Work Product and all copyrights, contract and licensing rights, and claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. In the event Employee has any rights in and to the Work Product that cannot be assigned to Employer, Employee hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Employer, its distributors and customers, whether now known or hereafter to become known and agrees, at the request and expense of Employer and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights. In the event Employee has any rights in and to the Work Product that

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