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**Confidential Information, Inventions
and Noncompetition Agreement**

In consideration of my employment as an employee or independent consultant with Company Name Here, Inc. a Washington corporation (the "Company"), the opportunities for advancement that such employment provides me, the compensation paid to me by the Company, the understandings set forth below, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

Section 1. Definitions

Whenever used in this Agreement, the following terms will have the following specified meanings:

1.1 "Term" means the term of my employment with the Company, whether on a full-time, part-time or consulting basis.

1.2 "Competing Business" means any business whose commercial efforts are in competition with the commercial efforts of the Company. Without limiting the generality of the foregoing, a Competing Business includes any business whose commercial efforts involve (a) the automated analysis of cervical cell specimens or (b) any products or services in competition with products or services which are at the end of the Term, either (i) produced, marketed or otherwise commercially exploited by the Company or (ii) in actual or demonstrably anticipated research or development by the Company.

1.3 "Confidential Information" means any information that (a) relates to the business or affairs of the Company, (b) is not generally available to the public, and (c) is conceived, compiled, developed, discovered or received by, or made available to me during the Term, whether solely or jointly with others, and whether or not while engaged in performing work for the Company, during my normal work hours or at the Company's premises. Without limiting the generality of the foregoing, Confidential Information includes information relating to Inventions or the trade secrets, products, finances, business plans, marketing plans, legal affairs, suppliers, customers, partners, contracts or assets of the Company. Confidential Information also includes any information which has been made available to the Company by another Person and which the Company is obligated to keep confidential.

1.4 "Invention" means any product, computer program, device, technique, know-how, algorithm, method, process, procedure, improvement, design, or discovery, whether or not patentable or copyrightable and whether or not reduced to practice, that (a) is within the scope of the Company's business, research or investigations or results from or is suggested by any work performed by me for the Company and (b) is created, conceived, reduced to practice, developed, discovered, invented, or made by me during

the Term, whether solely or jointly with others, and whether or not while engaged in performing work for the Company, during my normal work hours or at the Company's premises.

1.5 "Material" means any product, prototype, model, document, diskette, tape, picture, drawing, design, recording, paper, note, writing, or other tangible item which contains or manifests, whether in printed, handwritten, coded, magnetic, or other form, any Confidential Information or Invention.

1.6 "Person" means any corporation, partnership, trust, association, governmental authority, educational institution, individual, or other entity.

1.7 "Proprietary Right" means any patent, copyright, mask work, trade secret, trademark, trade name, service mark, or other protected intellectual property right in any Confidential Information, Invention, or Material.

Section 2. Confidential Information, Inventions, and Material

2.1 The Company will be the exclusive owner of all Confidential Information, Inventions, Materials, and Proprietary Rights. To the extent applicable, all Materials will constitute "works for hire" under federal copyright laws.

2.2 I hereby assign and transfer, or will assign and transfer, to the Company all right, title, and interest that I may now or hereafter have in or to the Confidential Information, Inventions, Materials, and Proprietary Rights, subject to the limitations set forth in the notice below. I will take such action (including, but not limited to, the execution, acknowledgement, delivery, and assistance in preparation of documents or giving of testimony) as may reasonably be requested by the Company to evidence, transfer, vest or confirm the Company's right, title, and interest in and to the Confidential Information, Inventions, Materials, and Proprietary Rights; provided that the Company pays me a reasonable consulting fee (i.e., based on competitive hourly rates) for any time spent by me after the end of the Term in the preparation of documents or the giving of testimony pursuant to the Company's request under this paragraph.

2.3 I will not use, disclose, publish or distribute any Confidential Information, Inventions, or Materials, except as required for performance of my work for the Company or as authorized in writing by the Company.

2.4 I will disclose all Confidential Information, Inventions, and Materials to the Company. Without limiting the generality of the foregoing, I will immediately make a full and complete disclosure of all Inventions to the president of the Company or such other individuals as the president may designate from time to time.

2.5 I will hold all Materials in trust for the Company and will deliver them to the company upon request and in any event at the end of the Term.

NOTICE: Notwithstanding any other provision of this Agreement to the contrary, this Agreement does not obligate me to assign, or offer to assign, to the Company any of my rights in an invention for which no equipment, supplies, facilities, or trade secret information of the Company was used and which was developed entirely on my own time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for the Company. This satisfies the written notice and other requirements of RCW 49.44.140.

Section 3. Noncompetition

3.1 During the Term and for a period one (1) year after the end of the Term, I will not engage in, be employed by, perform services for, participate in the ownership, management, control or operation of, or otherwise be connected with either directly or indirectly, any Competing Business. For purposes of this paragraph, I will not be considered to be connected with any Competing Business solely on account of: (a) my ownership of less than five percent (5%) of the outstanding capital stock or other equity interests in any Person carrying on the Competing Business; or (b) my employment by, performance of services for, participation in or other connection with any business that is not a Competing Business but that is carried on by a Person who also carries on a Competing Business as a separate division or other independent organization.

3.2 During the Term and for a period of one (1) year after the end of the Term, I will not induce, or attempt to induce, any employee of the Company to leave such employment to engage in, be employed by, perform services for, participate in, or otherwise be connected with, either directly or indirectly, any Competing Business.

3.3 I will promptly disclose to the Company any business opportunity of which I become aware during the Term and (a) which involve the automated analysis of cervical cell specimens, (b) which relate to any products or services planned, under development, developed, produced, or marketed by the Company or (c) of which I become aware in the course of or as a result of my employment with the Company. I will not take advantage of or divert any such opportunity for the gain, profit or benefit of myself or any other Person without the express written consent of the Company.

Section 4. No Conflicting Obligations

4.1 My execution, delivery, and performance of this Agreement and the performance of my other obligations and duties to the Company will not cause any breach, default or violation under any other employment, non-disclosure, confidentiality, consulting or other agreement to which I am a party or by which I may be bound.

4.2 I will not use in performance of my work for the Company or disclose to the Company any trade secret or other confidential or proprietary information of any prior employer or other Person if and to the extent that such use or disclosure may cause a breach, default, or violation under any obligation or duty that I owe to such other person (e.g., under any agreement or applicable law). My compliance with this paragraph will not prohibit, restrict, or impair the performance of my work, obligations and duties to the Company.

Section 5. Miscellaneous

5.1 I have carefully read all of the provisions of this Agreement and agree that (a) the same are necessary for the reasonable and proper protection of the Company's business, (b) the Company has been induced to enter into and continue its relationship with me in reliance upon my compliance with the provisions of this Agreement, and (c) every provision of this Agreement is reasonable with respect to its scope and duration.

5.2 This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, (b) such provision will be void to the extent it is held to be invalid or unenforceable, (c) such provision will remain in effect to the extent that it is not invalid or unenforceable, and (d) such invalidity or unenforceability will not affect any other provision of this Agreement or any other agreement between the unreasonableness of the scope or duration of the provision, the provision will remain effective for such scope and duration as may be determined to be reasonable.

5.3 In the event of any breach of or default under this Agreement by me, the Company may suffer irreparable harm and have no adequate remedy at law. Consequently, in the event of any such breach or default, or any threat of such breach or default, the Company will be entitled to temporary or permanent injunctive relief, specific performance and such other equitable relief as may be appropriate in the circumstances in order to restrain or enjoin the breach or default. The rights and remedies of the Company under this paragraph are in addition to, and not in lieu of, any other right or remedy afforded to the Company under any other provision of this Agreement, by law or otherwise.

5.4 This Agreement is not a contract of employment and no rights of employment are hereby created. I understand and agree that, if hired as an employee, that my employment is for no definite period and may, regardless of the date of payment of my wages or salary, be terminated at any time without any notice.

5.5 I will not assign this Agreement or any of my rights or obligations hereunder, either during or after the Term, without the prior written consent of the

Company. This Agreement is binding upon me and my heirs, successors, assigns and personal representatives.

5.6 The failure of the Company to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any of its rights or remedies under this Agreement will be not construed as a waiver or a relinquishment to any extent of the Company's rights to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

5.7 This Agreement sets forth the entire agreement, and supersedes any and all prior agreements, between me and the Company with regard to the Confidential Information, Inventions, Materials, Proprietary Rights, and competition with the Company. This Agreement may not be amended, except by a writing signed by the party against whom such amendment is sought to be enforced.

5.8 This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. I hereby irrevocably consent to the jurisdiction of the courts of the State of Washington, King County, the United States District Court for Western District of Washington at Seattle, and all applicable appellate courts, in connection with any action to interpret or enforce, or otherwise arising out of or relating to, this Agreement. Further, I will not bring any action to interpret or enforce, or otherwise arising out of or relating to, this Agreement, other than in the courts specified in this paragraph.

Signature

Full Name (Print or Type)

Social Security Number

Date

Accepted:

Company Name Here, Incorporated

By: _____

Its: _____

Date

Sample Preview