Balanced Employee Intellectual Property Agreement 2.0.0

This BALANCED EMPLOYEE INTELLECTUAL PROPERTY AGREEMENT is between the person named below and _____, a _____ corporation ("Company").
COMPANY NAME State of Incorporation

What is this? This is the Company's Intellectual Property Agreement ("Agreement"). If you've worked in the technology space before, there's a good chance that you've run across one or more of these in the past. This document is the official, entire, and exclusive agreement on what intellectual property ("IP") is yours, and what belongs to the Company. "IP" includes without limitation concepts, designs, developments, discoveries, ideas, improvements, inventions, patents, trade secrets, trademarks, copyrights, and works of authorship. In relation to software, IP covers both source code and object code.

What is this not? This document only concerns IP ownership and licensing. Please also refer to the Company employee handbook, your contract, and other policies on security, confidentiality, acting in the Company's best interest, releasing and maintaining Company open source projects, and other topics related to IP and information and the Company's business. Check with the Company's legal department ("Legal") for any situation not clearly and fully addressed by Company policies.

Why is this? The Company needs to be clear on what IP it owns and has rights to. Its customers, employees, and investors depend on the Company having the legal rights to the products and services it is providing so that the Company can continue operating and doing business.

The Company also believes that it's important to be clear on what it doesn't own. The Company doesn't want you looking over your shoulder every time you work on something personal or worrying that the Company will someday seize your open source non-lethal mousetrap simulation software. In other words, the Company isn't interested in appropriating your personal projects.

Read this. Please read this document and be sure you understand it before you sign it. Due to issues of scale, fairness, and consistency, the Company cannot, by and large, negotiate its terms. If you feel you have a particular circumstance that keeps you from signing, please let Legal know. And, of course, you're always free and encouraged to get your own legal counsel to explain anything you're not clear on.

Cool? Then, by signing this Agreement, and as a condition of your employment, you agree to the following:

1. **What the Company owns.** The Company owns any IP ("Company IP") that you create, or help create, during the term of your employment or contract work, *within the scope of your employment or contract*. This is regardless of the time of day you did the work or whether or not you did it using your own equipment or whether or not you did the work in or outside a Company office. Your compensation for creating Company IP is your regular salary or pay, except in cases where you are entitled to a separate payment under applicable mandatory law (Legal will inform you when this might apply). Company IP is work made for hire, but to the extent the Company doesn't own the rights automatically, you hereby grant and assign, and will grant and assign, to the Company all rights and interests in all Company IP.

Where assignment of full ownership is not possible as a matter of applicable mandatory law, your assignment to the Company covers, to the broadest extent possible under such law, the exclusive (also in relation to you), irrevocable, fully paid-up, royalty-free, perpetual, non-terminable, sublicensable (at multiple levels), transferable, worldwide rights to change, modify, combine, and otherwise use and exploit (both commercially and non-commercially) Company IP in any known and currently unknown manner, without restriction.

2. **What the Company doesn't own.** If you create IP outside the scope of your employment or contract or before or after your employment or contract ("Your IP"), the Company doesn't own it. This is true regardless of the computer you use to develop Your IP, including the one furnished to you by the Company.

The Company also doesn't own IP excluded by laws applicable to your employment.

3. **License to the Company for Your IP.** In some cases, the Company may need rights to Your IP. It's still yours, of course, but in the following circumstances (a) or (b), you grant the Company a non-exclusive, irrevocable, fully paid-up, royalty-free, perpetual, non-terminable, sublicensable (at multiple levels), transferable, worldwide license to change, modify, combine, and otherwise use and exploit (both commercially and non-commercially) Your IP in any known and currently unknown manner, without restriction ("License"):

(a) If you know or should know about the use of Your IP in a Company project, product, service, or internal systems and agree or do not object to that use; or

(b) If Your IP is created during the term of your employment or contract work and Your IP relates to the Company's business, operations, or actual or demonstrably anticipated research or development.

4. **Check with Legal on using non-Company IP.** When the Company relies on a license to use non-Company IP (such as IP you own or that was created by others and submitted to an open source project), Legal needs to be clear that the license is adequate. You agree to follow Company policies and procedures for the Company's use of non-Company IP.

5. **Check with Legal on your contributions to non-Company projects.** The Company recognizes that you may be engaged in work that requires you to submit Company IP to entities other than the Company, such as open source projects used by the Company. Please make sure that Legal is aware of what you're working on so that Legal can help with any licensing issues. If anyone asks you to sign a contribution agreement, you should check with Legal before doing so.

6. **No conflicts.** You agree that you don't have any outstanding agreements or obligations that conflict with those in this Agreement, and that you won't enter into conflicting agreements in the future. You also agree that you will not use or disclose to the Company anything that you are required to keep confidential, and will continue to honor any valid prior non-disclosure, proprietary rights, or other contractual agreements you have with anyone else.

7. **Cooperation.** The Company might someday need to show the work that went into the development of IP that it uses or has used, or to establish that it owns the IP or has rights to it. To help in those situations, you agree to maintain all records relating to the development of any Company IP, and, if the Company asks, to provide those records to the Company. You authorize the Company to act on your behalf (as your agent and attorney-in-fact) in securing all rights related to Company IP and Your IP licensed to the Company under this agreement. You agree to help the Company secure or defend its rights in Company IP or IP under the License in Section 3, including after you leave the Company. For your help after you leave the company, the Company will compensate you at a reasonable rate.

8. **Survivorship.** If any terms of this Agreement are found invalid or unenforceable by any court, agency, or arbiter with jurisdiction over this Agreement, the remaining terms will survive with full effect.

Print Name:	
Sign:	
Date:	