

INVENTIONS & CONFIDENTIALITY AGREEMENT

Produced by the National Organization for Rare Disorders (NORD®)

This Inventions and Confidentiality Agreement (“Agreement”) is entered into between [ORGANIZATION NAME] and _____ [Employee full name] (“Employee”).

Whereas, Employee wishes to become employed by, or continue in his/her employment with, [ORGANIZATION NAME], and has agreed to certain restrictions in exchange for [ORGANIZATION NAME] employing Employee, which will provide Employee with access to [ORGANIZATION NAME]’s trade secrets and other confidential business information;

Whereas, given the level of responsibility and access to information possessed by Employee, as well as Employer’s substantial investments into its business and goodwill with its patients, clients and vendors, it would be unfair for Employee to use information obtained during and as a result of Employee’s employment by [ORGANIZATION NAME] for the benefit of an organization other than [ORGANIZATION NAME];

Now, therefore, [ORGANIZATION NAME] and Employee hereby agree as follows:

- 1. Consideration.** Employee is signing this Agreement in exchange for becoming employed by, or continuing to be employed by, [ORGANIZATION NAME]. Employee understands and agrees that [ORGANIZATION NAME] would not hire or continue to employ Employee absent Employee’s agreement to be bound by the terms of this Agreement.
- 2. Employment At Will.** This Agreement is not a contract to employ Employee for any specific period of time, and does not change the at will nature of the employment relationship between Employee and Employer. Either party may terminate the employment relationship at any time for any reason.
- 3. Other Entities Protected.** Employee agrees that the restrictions imposed by this Agreement with respect to Employee’s obligations to [ORGANIZATION NAME] also apply to any parent, subsidiary and affiliated corporations, and successors and assigns of [ORGANIZATION NAME]. Consequently, all references herein to “[ORGANIZATION NAME]” apply equally to any future subsidiary and affiliated corporations, and successors and assigns, of [ORGANIZATION NAME].
- 4. Inventions and Other Intellectual Property.** Employee agrees that any inventions, discoveries, and any confidential or proprietary advertising, sales, promotional, marketing, research and development and/or any other commercial information, data and data processes, writings, technical and business innovations, improvements, developments, devices, tools, machines, designs, processes, products, utility models, promotional ideas, writings and other works of authorship, books, lectures, illustrations, photographs, scientific and mathematical models, software, including source code, object code and other operational and functional features and limitations of software which is in any way useful in or related to the business in which [ORGANIZATION NAME] may currently or prospectively be engaged, whether patentable, copyrightable, or otherwise protectable, which are made, discovered, conceived, created, developed, reduced to practice, authored, used or secured by Employee, solely or jointly with others, during Employee’s term of employment, whether or not during working hours, (all of the foregoing hereinafter referred to as “Intellectual Property”) will be promptly and fully disclosed by Employee to [ORGANIZATION NAME] and shall be the sole and exclusive property of [ORGANIZATION NAME].

At the request of [ORGANIZATION NAME], at any time or from time to time during Employee’s term of employment or after the termination thereof, without further compensation, and at the expense of [ORGANIZATION NAME], Employee will execute foreign and domestic patent applications, foreign and domestic copyright applications and

Employee Initials _____

any and all documentation associated therewith, such as, without limitation, declarations of inventorship, and will take all other actions as [ORGANIZATION NAME], in its sole discretion, may request in order to perfect, defend, maintain and/or enforce the Intellectual Property rights. More particularly, Employee agrees to:

- a. Assign, transfer and set over, and Employee does hereby assign, transfer and set over to [ORGANIZATION NAME] all of Employee's rights, title and interest in and to any and all Intellectual Property, including the right to claim priority from any patent or other application filing that was made to protect and secure the Intellectual Property to [ORGANIZATION NAME].
- b. Execute, acknowledge, make and deliver to [ORGANIZATION NAME] or its attorneys without additional compensation, but without expense to Employee, any and all instruments, including United States and foreign patent applications, applications for securing, protecting or registering any property rights embraced within this Agreement, powers of attorney, confirmatory assignments, declarations, oaths or affirmations, supplemental declarations, oaths and sworn statements, assignment of the right to claim priority from any patent or other application filing, and do any and all lawful acts which, in the sole judgment of [ORGANIZATION NAME] or its attorneys, may be necessary or desirable to vest in or secure for or maintain for the benefit of [ORGANIZATION NAME] or any other entity to which [ORGANIZATION NAME] has assigned or shall assign the Intellectual Property, all right, title and interest in and to said Intellectual Property

Employee understands and agrees that the provisions of this Paragraph 4 regarding assignment of inventions do not apply to an invention for which (1) no equipment, supplies, facility or trade secret information of [ORGANIZATION NAME] was used; and (2) which was developed entirely on Employee's own time; and (3) which does not relate (a) directly to the business of [ORGANIZATION NAME] or (b) to [ORGANIZATION NAME]'s actual or demonstrably anticipated research or development; and (4) which does not result from Employee's work performed by Employee for [ORGANIZATION NAME].

- 5. Agreement Not to Use or Disclose Confidential Information.** All Confidential Information, and all patents, copyrights, trademarks and other rights in connection therewith, shall be the sole property of [ORGANIZATION NAME] and its assigns. Employee will at all times, both during employment by [ORGANIZATION NAME] and after its termination for any reason, keep in confidence all Confidential Information Employee may acquire, and Employee will not use or disclose any such Confidential Information or anything relating to it other than as may be necessary in the ordinary course of performing duties as an employee of [ORGANIZATION NAME]. At any time requested by [ORGANIZATION NAME], or in the event of the termination of Employee's employment with [ORGANIZATION NAME] for any reason, Employee will deliver to [ORGANIZATION NAME] all documents and data, and all copies thereof, that Employee obtained from or which pertained to Employee's work with [ORGANIZATION NAME]. For any equipment or devices owned by Employee on which proprietary information of [ORGANIZATION NAME] is stored or accessible, Employee shall, immediately upon or prior to separation from employment, deliver such equipment or devices to [ORGANIZATION NAME] so that any proprietary information may be deleted or removed. Employee expressly authorizes [ORGANIZATION NAME]'s designated representatives to access such equipment or devices for this limited purpose and shall provide any passwords or access codes necessary to accomplish this task.

For the purposes of this Agreement, "Confidential Information" includes trade secrets, knowledge and proprietary information of [ORGANIZATION NAME], including without limitation, administrative, affiliate, client, customer, clinical and financial data, knowledge, software (in source and object code form), data, databases, and all information about [ORGANIZATION NAME] products, processes, techniques, know-how, designs, formulae, algorithms, systems, architectures, concepts, methods, discoveries, test data, costs, patient information, employees, business or marketing plans or strategies, pricing policies, projected budgets, marketing strategies, past performances, patient lists, business acquisition plans, new personnel matters, research projects and other business affairs or any other documents or materials pertaining to the business of [ORGANIZATION NAME] or its dealings with payors, patients and customers, regardless of the form in which such Confidential Information is kept, but shall exclude any information that is, or has become, public knowledge or in the public domain other than through the actions of Employee or that is received by Employee from a third party who is not subject to an obligation of confidentiality.

Under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in relation to a lawsuit for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

- 6. Statutory and Common Law Duties.** [ORGANIZATION NAME] and Employee acknowledge and agree that this Agreement is intended, among other things, to supplement, as applicable, the common law of trade secrets, the provisions of the Uniform Trade Secrets Act, as amended from time to time, and the duties Employee owes to [ORGANIZATION NAME] under the common law, including but not limited to, the duty of loyalty, and does not in any way abrogate any of the obligations or duties Employee otherwise owes to [ORGANIZATION NAME].
- 7. Acknowledgments.** Employee further acknowledges that the amount of Employee's compensation reflects, in part, Employee's obligations under this Agreement; that Employee has no expectation of any additional compensation of any kind not otherwise referenced herein in connection herewith; and that Employee will not be subject to undue hardship by reason of Employee's full compliance with this Agreement. Employee represents that Employee is under no contractual obligation that would prevent Employee from performing Employee's job duties for [ORGANIZATION NAME] and, if applicable, that Employee has disclosed any agreement with another company, person or entity that might conflict with or prevent him/her from performing his/her job duties. Employee agrees that, in the event [ORGANIZATION NAME] reasonably believes Employee has or will violate Employee's obligations under this Agreement by soliciting any person or entity in violation of this Agreement, [ORGANIZATION NAME] may provide notice to that person or entity of Employee's obligations under this Agreement.
- 8. Enforcement.** The Parties hereto agree that the restrictions set forth in this Agreement are reasonable in time and scope, and are necessary to protect the legitimate business interests of [ORGANIZATION NAME]. The Parties further agree that any breach of Employee's obligations in this Agreement would cause irreparable harm for which legal remedies would be insufficient. Accordingly, in the case of breach or threatened breach by Employee, [ORGANIZATION NAME] shall be entitled to seek temporary and permanent injunctive relief, including ex parte injunctive relief, without need for the posting of bond. If [ORGANIZATION NAME] obtains a temporary injunction, permanent injunction or judgment due to Employee's breach or threatened breach of any obligation in this Agreement, Employee will pay the expenses, including reasonable attorneys' fees incurred by [ORGANIZATION NAME] to establish that breach or threatened breach, and otherwise to enforce this Agreement.
- 9. Validity and Severability.** Employee and [ORGANIZATION NAME] agree that if any portion of this Agreement is held unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement. If any provision of this Agreement is held unreasonable or contrary to public policy for any reason, such provision will automatically be deemed modified and/or may be modified by the court such that the contested provision will have the closest effect permitted by applicable law to the original form and will be given effect and enforced as so modified to whatever extent would be reasonable and enforceable under applicable law.
- 10. Choice of Law/Forum.** This Agreement shall be governed by the laws of the State of Connecticut, without regard to its conflict of laws provisions. The parties agree that any action or proceeding with respect to this Agreement and Employee's employment shall be brought exclusively in the Connecticut Superior Court for the Judicial District of Danbury or in the United States District Court for the District of Connecticut, and the parties agree to the personal jurisdiction thereof. The parties hereby irrevocably waive any objection they may now or hereafter have to the laying of venue of any such action in such court(s), and further irrevocably waive any claim they may now or hereafter have that any such action brought in such court(s) has been brought in an inconvenient forum. The parties recognize that, if any dispute or controversy arising from or relating to this Agreement is submitted for adjudication to any court,

the preservation of the secrecy of Confidential Information or trade secrets may be jeopardized. Consequently, the parties agree that all issues of fact shall be tried without a jury.

- 11. Entire Agreement, Amendment.** This Agreement constitutes the entire understanding and agreement between Employee and [ORGANIZATION NAME] with regard to all matters herein and may be amended only by a writing signed by both Employee and [ORGANIZATION NAME].
- 12. Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of such together shall constitute one and the same instrument and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one of such counterparts.
- 13. Construction.** The headings contained in this Agreement are for convenience only and do not constitute part of and shall not be used to interpret this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against [ORGANIZATION NAME] or Employee because that party or that party's legal representative drafted it.
- 14. Binding Effect.** This Agreement shall be binding upon Employee, Employee's heirs, executors and administrators, and upon [ORGANIZATION NAME], and its successors and assigns, and shall inure to the benefit of the [ORGANIZATION NAME], and its successors and assigns. This Agreement may not be assigned by Employee. This Agreement may be enforced by the [ORGANIZATION NAME]'s successors and assigns. Employee's obligations under this Agreement shall survive any changes made in the future to the employment terms of Employee, including but not limited to changes in salary, benefits, bonus plans, job title and job responsibilities.

[ORGANIZATION NAME]

Employee,

By: [ORGANIZATION REPRESENTATIVE NAME]

Full name

Its: [ORGANIZATION REPRESENTATIVE TITLE]

Signature

Date: _____

Date: _____