

# CITY OF CORAL GABLES INTELLECTUAL PROPERTY AGREEMENT

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **GENERAL**

As the above-named and undersigned employee, I agree that in consideration of my employment or continued employment, as the case may be, this Agreement between the City of Coral Gables and me is voluntarily entered into.

So long as I shall remain in the employ of the City of Coral Gables, I shall devote my time and ability to the service of the City of Coral Gables in such capacity as it shall from time to time direct, and I shall perform my duties faithfully and diligently.

- 1.0 **Inventions and Patents.** I agree that all inventions (including new contributions, improvements, ideas, findings, or discoveries, whether patentable or not), any patents or patent applications filed thereon, and other protectable developments conceived or made by me solely or jointly with others during the period of my employment by the City of Coral Gables shall belong to the City of Coral Gables, provided such inventions or other protectable developments are made within the scope of my employment.

I further agree that I:

- (A) Will promptly disclose the inventions and other protectable developments to my department director or City Manager as appropriate;
- (B) Will assign to the City of Coral Gables, at its request and without additional compensation, all my rights, title, and interest in and to the inventions for the United States and all foreign countries to include applications for patents therefore as well as to any divisionals, continuations, continuations-in-part, reissues, patents and patents of addition whether during or subsequent to my employment;
- (C) Shall do any and all acts, execute and deliver such instruments as may be deemed by the City of Coral Gables necessary or proper to vest all my rights, title, and interest in and to said inventions, discoveries, applications and patents to the City of Coral Gables and to secure or maintain such applications, patents, reissues, extensions and/or revivals thereof;
- (D) Will give testimony (but without expense to me) in support of my disclosures and inventorship; and

- (E) Agree that any inventions and discoveries relating to my employment duties with the City of Coral Gables made by me within one year after termination of my employment shall be deemed to be within this provision, unless I can prove that the same conceived and made after leaving the employ of the City of Coral Gables.

I further agree that in accordance with the City of Coral Gables' commitment to encourage and support employment-related inventions and ideas. I may be compensated for inventions ideas in accordance with the terms and conditions of the STAR award program or any other employee suggestion award program undertaken by the City of Coral Gables. The City of Coral Gables shall not be required to pay any further royalties to me for inventions because I will be receiving adequate compensation in the form of salary and other regular employment benefits for my employment.

2.0 **City Shop Rights in Certain Cases.** I agree that the City of Coral Gables shall be entitled to use, without royalty or other compensation, any inventions or other protectable developments (whether patentable or not) conceived or made by me which is not within the course of my employment, but which was conceived or made on the City of Coral Gables' time or with the use of the City of Coral Gables' facilities or materials or with the use of the City of Coral Gables' proprietary information.

3.0 **Reserved Inventions.** Listed below in the space provided is a complete list of all inventions, if any, patented or unpatented, including a brief description thereof, which I conceived or made prior to my employment by the City of Coral Gables, and which I wish to exclude from this Agreement.

4.0 **Trade Secrets and Proprietary Information.** Should my work as an employee of the City of Coral Gables bring me into close contact with trade secrets and other proprietary information, including information of a technical nature, such as "know-how", formulae, secret processes or machines, inventions, and research projects, and information of a business nature, such as plans for future development, and any other information of a similar nature, to the extent not available to the public under local/ordinance or any other state or federal law, I agree to keep secret and not to make any unauthorized use or disclosure of any such trade secrets and proprietary information, either during or after my employment with the City of Coral Gables. In addition, I agree to report any unauthorized disclosure of trade secrets and proprietary information of which I become aware. It is understood that such trade secrets and proprietary information include matters that I conceive or develop as well as matters I learn from other City of Coral Gables employees. I further agree that I shall not take with me any confidential data or proprietary information and to deliver promptly to the City of Coral Gables on termination of my employment, or any time the City of Coral Gables may so request, all memoranda, notes, records, reports, manuals, drawings, blueprints, and any other documents, including any stored in electronically recorded media, of a proprietary or confidential nature, belonging to the City of Coral Gables, including all copies of such materials, which I may then possess or have under my control.

- 5.0 **Copyrights.** Unless otherwise agreed to in writing, original works of authorship fixed in any tangible form, and prepared by me solely or jointly with others within the scope of my employment with the City of Coral Gables shall be deemed a “work made for hire” under the copy rights laws and shall be owned by the City of Coral Gables. I understand that any assignment or release of such works can only be made by the City of Coral Gables. I hereby assign to the City of Coral Gables without charge, all my rights, title, and interest in and to such original works of authorship.
- 6.0 **Existence of any Conflicting Agreement.** To the best of my knowledge, there is no other contract to assign inventions, copyrights and other intellectual property that is now in existence between me and any other person, corporation or partnership, unless I have so indicated below in the space provided and unless a copy of any such other contract is attached hereto.
- 7.0 **Reimbursement.** In the event that the City of Coral Gables is forced to institute any legal or equitable action to enforce the terms of this Agreement against me, I agree fully to reimburse the City of Coral Gables any cost and expenses incurred by the City of Coral Gables in prevailing in such action, including, but not limited to, reasonable attorney’s fees through all trial, post trial, administrative and appellate proceedings.

**WITNESS:**

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EMPLOYEE:**

Sign: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

\_\_\_\_\_

Home Address: \_\_\_\_\_

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