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Confidentiality and invention assignment agreement

Confidentiality non competition and invention assignment agreement. dadilahokefulo Employee invention assignment and confidentiality agreement. Executed a confidentiality and invention assignment agreement meaning. Executed a confidentiality and invention assignment agreement amazon. topowa Confidentiality and invention assignment agreement amazon. What does executed a confidentiality and invention assignment agreement mean. Executed a confidentiality and invention assignment agreement. Confidentiality and invention assignment agreement amazon reddit. Confidentiality and invention assignment agreement with the company. You have executed a confidentiality and invention assignment agreement with the company.

Confidentiality Agreement has the meaning set forth in Section 5.2(b). Confidentiality Agreements means the confidentiality agreements referred to in Section 12.1 of this Agreement. Acceptable Confidentiality Agreement means a confidentiality agreement that contains provisions that are no less favorable to the aggregate to the Company than those contained in the Confidentiality Agreements, provided that such agreement and any related agreements (i) need not contain "standstill" provisions and (ii) shall not include any provision calling for any exclusive right to negotiate with such party or having the effect of prohibiting the Company from satisfying its obligations under this Agreement. Existing Confidentiality Agreement means, collectively, the Non-Disclosure Agreement between FibroGen and AstraZeneca dated June 21, 2012, as amended February 7, 2013, and May 23, 2013, and the Non-Disclosure Agreement between FibroGen and AstraZeneca dated April 1, 2013. Non-Disclosure Agreement shall have the meaning set forth in Section 7.2. Non-Disclosure Agreement has the meaning set forth in Section 12.16. Non-Competition Agreement has the meaning set forth in the Equityholders Agreement. Continuing Disclosure Agreement means the agreement authorized to be signed by the County Executive and the Fiscal Officer pursuant to subsection (c) of Section 6, to be substantially in the form now on file in the office of the Council Clerk and which, together with the agreements of the County set forth in that subsection and the Bonds, shall constitute the continuing disclosure agreement made by the County for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule. Noncompetition Agreement means the Noncompetition Agreement in the form of Exhibit A. Patent Assignment Agreement has the meaning set forth in Section 2.4(b)(iii). Non-Competition Agreements has the meaning set forth in the Recitals. Confidentiality Undertaking means a confidentiality undertaking substantially in a recommended form of the LMA or in any other form agreed between the Borrower and the Agent. Trademark Assignment Agreement has the meaning set forth in Section 2.5(b). Noncompetition Agreements as defined in Section 2.8(a)(iv). "Occupational Safety and Health Law"--any law or regulation designed to provide safe and healthy working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions. IP Assignment Agreement means the Intellectual Property Assignment agreement set forth as Exhibit D hereto. Intellectual Property Assignment Agreement has the meaning set forth in Section 7.2(c)(viii). Exclusivity Agreement, in relation to land, means an agreement, by the owner or a lessee of the land, not to permit any person (other than the persons identified in the agreement) to construct a solar pv station on the land; arbitration agreement means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not. Confidentiality Period means, (i) with respect to Confidential Information that is not Highly Confidential Information, five (5) years, and (ii) with respect to Highly Confidential Information, in perpetuity, after either (A) the Separation Date with respect to Confidential Information of the Disclosing Party that is known to or in the possession of the Receiving Party as of the Separation Date or (B) the date of disclosure with respect to Confidential Information that is disclosed by the Disclosing Party to the Receiving Party after the Separation Date. Addendum and Assignment Agreement The Addendum and Assignment Agreement, dated as of January 31, 1995, between MLCC and the Master Servicer. Non-Compete Agreement means that certain Non-Compete Agreement between the Company and the Executive in substantially the form attached hereto as Exhibit B. Confidential and Proprietary Information shall include, but shall not be limited to, confidential or proprietary scientific or technical information, data, formulas and related concepts, business plans (both current and under development), client lists, promotion and marketing programs, trade secrets, or any other confidential or proprietary business information relating to development programs, costs, revenues, marketing, investments, sales activities, promotions, credit and financial data, manufacturing processes, financing methods, plans for the business and affairs of the Company or of any affiliate or client of the Company. Additionally, information that, by its nature and content, would be readily recognized by a reasonable person to be proprietary to the Company shall also be deemed Confidential and Proprietary Information. Executive expressly acknowledges the trade secret status of the Confidential and Proprietary Information and that the Confidential and Proprietary Information constitutes a protectable business interest of the Company. Executive agrees not to: Internal Confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency. Proprietary Information and Technology means any and all of the following: works of authorship, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, assemblies, applets, compilers, user interfaces, application programming interfaces, protocols, architectures, documentation, annotations, comments, designs, files, records, schematics, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, models, tooling, prototypes, breadboards and other devices, data, data structures, databases, data compilations and collections, inventions (whether or not patentable), invention disclosures, discoveries, improvements, technology, proprietary and confidential ideas and information, know-how and information maintained as trade secrets, tools, concepts, techniques, methods, processes, formulae, patterns, algorithms and specifications, customer lists and supplier lists and any and all instantiations or embodiments of the foregoing or any Intellectual Property Rights in any form and embodied in any media. Qualified assignment agreement means an agreement providing for a qualified assignment within the meaning of section 130 of the United States Internal Revenue Code, United States Code Title 26, as amended from time to time. Assignment Agreement means an Assignment and Assumption Agreement substantially in the form of Exhibit E, with such amendments or modifications as may be approved by Administrative Agent. Confidentiality and Invention Assignment Agreement referred to in Section 5(b), this shall not preclude Executive from devoting time to personal and family investments or serving on community and civic boards, or participating in industry associations, provided such activities do not interfere with his or her duties to the Company, as determined in good faith by the CEO. "The waiver by the Company of a breach by Executive of any provision of this Agreement or the Confidentiality and Invention Assignment Agreement shall not operate as a waiver of the Company's rights with respect to any subsequent breach by the Executive." Executive and the Company have entered into the Company's standard employee confidentiality and invention assignment agreement (the "Employee Confidentiality and Invention Assignment Agreement"). "Executive has executed, and as applicable shall execute, the Company's Confidentiality and Invention Assignment Agreement, the current form of is attached as Exhibit B, and as determined from time to time ("CIA"), the provisions of which are hereby incorporated by reference and shall govern the Executive's obligations and responsibilities with regard to the Company Confidential Information (as that term is defined in the CIA), the assignment of intellectual property, and other matters." "Subject to the terms of the Employee Confidentiality and Invention Assignment Agreement referred to in Section 5(b), this shall not preclude Executive from devoting time to personal and family investments or serving on community and civic boards, or participating in industry associations, provided such activities do not interfere with his or her duties to the Company, as determined in good faith by the CEO (or the Designated Officer)." "Executive agrees to enter into the Company's form of Confidentiality and Invention Assignment Agreement attached hereto as Exhibit C simultaneously with the execution of this Agreement." "Executive has entered into the Confidentiality and Invention Assignment Agreement." "To protect the interests of the Company, you will need to sign the Company's standard Employee Confidentiality and Invention Assignment Agreement attached as Exhibit A (the "Confidentiality Agreement") as a condition of your employment." "This Agreement, the Confidentiality and Invention Assignment Agreement, Executive's offer letter agreement, and the Equity Award agreements (when entered into) with the Company constitute the entire agreement of the parties hereto and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof." "As an express condition of the Executive's employment with the Company, the Executive agrees to execute and abide by confidentiality agreements requested by the Company, including but not limited to the Company's form of Employment, Confidentiality and Invention Assignment Agreement, which is attached hereto as Exhibit A and incorporated herein by reference." 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CONFIDENTIALITY AND INVENTION AGREEMENT	
	This Confidentiality and Invention Agreement ("Agreement") is made and effective this [DATE].
BETWEEN	[EMPLOYEE NAME] (the "Employee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:
AND:	[COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:
	In consideration of the Employee relationship with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates of the Company), the receipt of confidential information while associated with the Company and other good and valuable consideration, the undersigned Employee, agrees that:
1. TERMS OF AGREEMENT	
	This Agreement shall continue in full force and effect for the duration of the relationship between the Employee and the Company and shall continue thereafter until terminated through a written instrument signed by both parties.
	For purposes of this Agreement, "Affiliate" shall mean any person or entity that shall directly or indirectly control, is controlled by, or is under common control with the Company.
2. CONFIDENTIALITY	
2.1. Definitions	"Proprietary Information" is all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its Affiliates, or its employees, clients, employees, or business associates, which was produced by any employee or Employees of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. All Proprietary Information not generally known outside of the Company's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to:
	a. Formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, mask works, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects.

"Occupational Safety and Health Law"--any law or regulation designed to provide safe and healthy working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions. IP Assignment Agreement means the Intellectual Property Assignment agreement set forth as Exhibit D hereto. Intellectual Property Assignment Agreement has the meaning set forth in Section 7.2(c)(viii). Exclusivity Agreement, in relation to land, means an agreement, by the owner or a lessee of the land, not to permit any person (other than the persons identified in the agreement) to construct a solar pv station on the land; arbitration agreement means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not. Confidentiality Period means, (i) with respect to Confidential Information that is not Highly Confidential Information, five (5) years, and (ii) with respect to Highly Confidential Information, in perpetuity, after either (A) the Separation Date with respect to Confidential Information of the Disclosing Party that is known to or in the possession of the Receiving Party as of the Separation Date or (B) the date of disclosure with respect to Confidential Information that is disclosed by the Disclosing Party to the Receiving Party after the Separation Date. Addendum and Assignment Agreement The Addendum and Assignment Agreement, dated as of January 31, 1995, between MLCC and the Master Servicer. Non-Compete Agreement means that certain Non-Compete Agreement between the Company and the Executive in substantially the form attached hereto as Exhibit B. Confidential and Proprietary Information shall include, but shall not be limited to, confidential or proprietary scientific or technical information, data, formulas and related concepts, business plans (both current and under development), client lists, promotion and marketing programs, trade secrets, or any other confidential or proprietary business information relating to development programs, costs, revenues, marketing, investments, sales activities, promotions, credit and financial data, manufacturing processes, financing methods, plans for the business and affairs of the Company or of any affiliate or client of the Company. Additionally, information that, by its nature and content, would be readily recognized by a reasonable person to be proprietary to the Company shall also be deemed Confidential and Proprietary Information. Executive expressly acknowledges the trade secret status of the Confidential and Proprietary Information and that the Confidential and Proprietary Information constitutes a protectable business interest of the Company.

