


Assignment of Pre-Employment Works

- ⏪ Sometimes, when an employee goes to work for a company, the company needs to acquire ownership of some documentation, musical score, software code, book, etc. which the employee has previously developed or written.
- ⏪ It is typically in the company's best interests to own the material, especially if any portion of it may be integrated into one or more of the company's products.
- ⏪ Except for employees preparing intellectual property or products in the course of their employment, the law states that when an individual authors a work, that individual is the owner of the work. A work may be almost anything in written form, such as a book, music, software, training material or movie script.
- ⏪ The Assignment of Pre-Employment Works focuses on employees assigning pre-existing works of software, this agreement can be modified to include literary, photographic, or musical works.
- ⏪ While this form can be used as a stand-alone deal, it is most often used when hiring a new employee into a position  assign the ownership of some of the employee's prior work to the company.

 Cover memo.

Date: **[Date]**

To: **[Name of Employee]**

From: **[Owner/Founder]**
[Company]

Subject: **Pre-Employment Works Assignment Agreement**



Attached is Pre-Employment Works Agreement in order to establish the arrangement as to how we will acquire your material as part of your new employment with us.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔴 **Do Not Use This Agreement 'As-Is.'**
- 🔴 **This Agreement Is Not Legal Advice.**
- 🔴 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔴 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔴 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

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Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

Assignment of Pre-Employment Works

🔊 This introductory paragraph lists the date and the parties to this Agreement. We formatted this agreement uniquely to make it easy on others (judge, arbitrator(s), etc. God forbid) to readily understand who is involved, when the agreement begins and some basic summary background information.

Effective Date **[Date]**

between **[Company Legal Name]**, (“[Company]”)
a **[State]** **[Corporation/Partnership/Sole Proprietorship/Resident]**,
located at **[Address]**
[City], **[State]** **[Zip Code]**


and **[Employee Name]**, (“Employee”)
an individual
residing at **[Address]**.

Assignment

As of the Effective Date above, Employee, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, hereby grants, transfers, conveys and assigns to [Company], its successors and assigns, all right, title, and interest in and to all work and materials relating to my [photography/music/software] identified as “[Name/Description]”, including the copyright, patent, trade secret rights, and all other right, title, and interests therein, and consisting of all existing [source code, object code, documentation, flow charts, design documents, and record and file layouts] relating thereto, and all trademarks, service marks, logos and trade dress associated therewith, if any, (collectively the “Works”).

Unlimited Rights to Use

This exclusive conveyance shall include, but is not limited to, the rights to publish, reproduce, transmit, adapt, prepare derivative works, sell, or otherwise make use of the Works (including all subsequent additions, revisions, supplements to, and versions of the Works and derivatives, regardless of length or nature) throughout the world, in any form or medium and in any language, and to license or otherwise transfer to others the rights commensurate herewith in connection with the Works.

Others Licensed

Employee has not granted any license to use any of the Works, including the software, to anyone else except:

- [List of Licenses]
- Xxx
- xxx

All such licenses, if any, are hereby assigned to Company.


Right to File Copyright / Trademark / Patent

Employee hereby grants to [Company], its successors and assigns, the right to file copyright and patent applications in the United States and throughout the world for the Works in the name of [Company], its successors and assigns. I hereby agree that [Company], its successors and assigns may act as attorney-in-fact to execute any document that Assignee, its successors and assigns, deem necessary to record this grant with the United States Copyright office or elsewhere.

If requested, I agree to execute any and all copyright, patent, or trade secret assignments, certificates, applications or documents requested by [Company], its successors and assigns. The cost of recording and registering ownership rights in the Works shall be borne solely by [Company], its successors and assigns.

Understood, Accepted & Agreed

Employee approves this Agreement as of the Effective Date first written above.

[Employee] 

Notary Public

State of [State])
) ss
County of [County])

On this date: _____, before me personally appeared [Assignor], to me known to be the person described in and who executed the foregoing instrument and acknowledged that [Assignor] executed the same as [His/Her] free act and deed.

Notary Public