

Information and invention agreement



Name	Last 4 digits of SSN	
Address		
City	State	Zip

_____, a corporation of _____, USA, having a place of business at _____, USA (referred to herein as the '**Company**') and its **Affiliates** are engaged throughout the world in various activities including marketing, manufacturing, exploration, research, development, and other operations that develop or use Information (as defined in this Agreement) for business purposes of the **Company**. This Information is used by the **Company** to develop and maintain a competitive position and must be protected throughout the world from unauthorized use or disclosure. The **Company** also invests resources to create inventions that may be used to develop, maintain, and promote business activities of the **Company**.

In your employment by **Company**, you will produce and have access to Information. Also during, or as a result of your employment, you may create, or participate in creation of, Inventions (as defined in this Agreement). You have certain obligations regarding handling of Information and ownership of Inventions that you make while employed. A purpose of this Agreement is to establish a common understanding of these obligations.

In consideration of the rights and obligations contained in this Agreement, your employment or continued employment with **Company**, compensation for your services and associated benefits, access to **Company** Information, and experience you may gain in connection with your employment, you agree to the following:

I. Use of Company Information

(1) 'Information' means technical and non-technical knowledge developed or acquired by the **Company** or its **Affiliates** that is not generally known to other parties and includes, without limitation, know-how, technical information and data, technology, trade secrets, business, marketing, and financial data, future plans and strategies, computer programs, compilations, and methods of doing business. Information also includes knowledge received from other parties under disclosure or use restrictions. Information may exist in tangible or intangible form and may be oral, verbal, pictorial, physical, or other form and may be included or embodied in any medium including, without limitation, in a document, photograph, graph or chart, in a material or object, or in an electronic, electromagnetic, or electro-optical form. Information proprietary to the **Company** or its **Affiliates** would provide competitive or economic benefit to another party, or cause harm to the **Company** or its **Affiliates**, if disclosed to another party.

(2) During and after your employment with **Company**, you agree to maintain Information in confidence and not to use or disclose Information to others, except in the performance of your employment duties or with the **Company's** prior written consent. Upon termination of employment or on request, you agree to deliver to the **Company** all Information in tangible form, including without limitation documents, photographs, graphs, charts, electronic, electromagnetic, or electro-optical media, or physical embodiments, in your custody or control. Your obligations of nondisclosure and nonuse do not apply to knowledge that lawfully or through no breach of this Agreement is or becomes generally available to the public and is no longer proprietary to the **Company**. However, Information is not deemed to be available to the public merely because it may be included, but not described specifically, in a broad disclosure or combinations of disclosures available to the public.

(3) After your employment with **Company** or an **Affiliate**, you agree to maintain Information in confidence and not to disclose or use that Information for the benefit of a party other than the **Company** or an **Affiliate** as long as that Information remains a trade secret owned by, or is proprietary to, the **Company** or a successor or assignee. After your employment, you may use your general skills and knowledge acquired during your employment to the extent Information that is proprietary or a trade secret is not used for the benefit of, or disclosed to, other parties. You agree not to assist any other person who may have access to Information to use or disclose that Information without the **Company's** consent.

Please send original to:
BP Legal, ATTN: Global Patents and Technology Law Group (I&I Agreements)
150 W. Warrenville Road, Mail Code 200-1W, Naperville, IL 60563

Information and invention agreement



(4) You acknowledge your duty to maintain current written records of your activities on behalf of the **Company** in accordance with the **Company's** records policies, and further acknowledge the **Company's** right to be informed of, to possess, to use without restriction, and to own Information and the medium containing that Information produced by you during your employment or which came into your possession by reason of your employment.

II. Disclosure and Processing of Inventions

(1) 'Inventions' mean discoveries, ideas, improvements, and developments, whether or not patentable, specifically including, but not limited to, compositions, products, formulations, processes, machines, articles of manufacture, apparatus, new uses, designs, business methods, computer systems, programs or code, biotechnological processes, and biological materials.

(2) You agree to disclose promptly and in writing to a designated **Company** representative all Inventions that you, either alone or with others, conceive or make while employed by **Company** or an **Affiliate**.

(3) You agree to assign, and hereby assign, to **Company** or a designated nominee all of your right, title, and interest in and to Inventions conceived or made while employed by the **Company** and you agree that **Company** or the designated nominee owns these Inventions and all intellectual property rights therein in all countries; provided, however, you may retain ownership in any Invention that you can show did not use equipment, supplies, facilities, or trade secret information of the **Company** or its **Affiliates** and was developed entirely on your own time, unless (a) the Invention relates to the business of the **Company** or to the **Company's** demonstrably anticipated research or development, or (b) the Invention results from any work performed by you for the **Company**.

(4) During your employment with **Company** or an **Affiliate** and thereafter you agree to execute formal written assignment documents to the **Company**, or its nominee, for all Inventions except those retained by you in Paragraph II.(3), as well as to execute all other necessary papers, and to perform all other lawful acts, that the **Company** deems necessary or advisable for preparation, filing, prosecution, and maintenance of patent applications and patents of the United States and other countries, and to provide evidence of ownership by the **Company** of such Inventions, including giving testimony with respect to these patent applications or patents. All reasonable expenses in connection therewith will be borne by the **Company**. Failure by the **Company** to request or obtain a written assignment document for any Invention from you does not affect ownership by the **Company** of an Invention.

(5) Upon execution of the first written assignment of an Invention made by you and upon filing an United States patent application claiming that Invention for which you are an inventor, you will be paid a monetary award established periodically by the **Company** (but cumulatively not less than US \$400). No additional award will be made for counterpart applications filed, or for patents issuing, in countries other than the United States nor will additional awards be made for provisional or continuing patent applications filed, or for patents issuing in the United States.

(6) You are not entitled to additional compensation if the **Company** requires services under Paragraph II.(4) during the term of your employment, except for reimbursement for expenses. However, if these services are required after termination of employment or during any leave of absence without pay, the **Company** will pay you at a reasonable daily rate (to be established periodically, but not less than \$400 or proportionately for fractions of a day), for time actually spent at the **Company's** request together with reimbursement for associated reasonable travel and personal expenses incurred at the **Company's** request.

(7) The **Company** or its nominee has sole authority and discretion to determine if a patent application will be filed, abandoned, or issued for an Invention, to request a written assignment for an Invention, to disclose an Invention to any other party or to the public, or to maintain an Invention as a trade secret; provided the Invention is not retained by you under Paragraph II.(3).

(8) You may submit a written request that the **Company** grant a release to you with respect to an Invention made by you. The **Company** has sole discretion to deny or grant the request upon terms and conditions acceptable to the **Company**. If the **Company** grants a release from your obligation to assign an Invention, the **Company** retains a royalty-free, nonexclusive, irrevocable, worldwide right and license for the

Information and invention agreement



Company, its **Affiliates** and its licensees to make use of the Invention free from all claims and demands by you, including any and all claims and demands under patents or patent applications issued or filed in the United States and other countries.

III. Miscellaneous Provisions

(1) If your employment is transferred to an **Affiliate** of **Company**, this Agreement is transferred to such **Affiliate** and your continuing obligations under this Agreement are not affected. This Agreement, or the **Company's** rights under this Agreement, may be assigned in whole or in part to any **Affiliate** or to a successor in interest or assignee of such Information or Inventions or of the **Company's** relevant business or assets.

(2) This Agreement supersedes all prior agreements or contracts between you and the **Company** relating to its subject matter; rights and obligations under prior agreements relating to the subject matter of this Agreement with the **Company** or a predecessor entity are merged into and controlled by this Agreement.

(3) You agree not to use on behalf of the **Company**, or to disclose to other **Company** employees, information acquired from a prior employer or other third parties for which you are under a legal obligation of confidence.

(4) You agree that **Company** and any **Affiliate** for which you are or have been an employee are beneficiaries of this Agreement and that **Company** or any such **Affiliate** may enforce this Agreement in any court which has jurisdiction over you, and you further agree that injunctive relief is an appropriate, but not necessarily exclusive, remedy for a breach or an anticipatory breach of this Agreement by you.

(5) If this Agreement is enforced in a legal proceeding under the laws of a jurisdiction that requires a stated confidentiality term for proprietary Information that is not legally recognized as a trade secret, your obligations under this Agreement for such Information continue for five (5) years after termination of employment.

(6) If this Agreement is inconsistent with any applicable law and a court of competent jurisdiction in an unappealed or unappealable decision holds one or more provisions of this Agreement invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions are not affected or impaired.

(7) Nothing in this Agreement dilutes or impairs the rights of the **Company** (i) in copyrightable works you prepare within the scope of your employment or (ii) under any federal, state, or local law or regulation covering protection or misappropriation of Information or acts of unfair competition.

(8) This agreement is governed by and construed in accordance with the laws of the State of Illinois, United States of America, excluding any choice of law rules that may direct the application of the laws of any other jurisdiction.

(9) The term "**Affiliate**" or "**Affiliates**" means BP p.l.c., or any corporation, company, partnership, or other business entity, in which BP p.l.c., directly or indirectly, has more than fifty percent ownership interest, evidenced by stock or otherwise.

This Agreement has been read by me and signed on _____, 20__.

Witnessed By:

Employee

(Signature)
Name _____
Company Representative
Location _____

(Signature)
Name _____
(Print or Type)

Rev. March 2015

Please send original to:
BP Legal, ATTN: Global Patents and Technology Law Group (I&I Agreements)
150 W. Warrenville Road, Mail Code 200-1W, Naperville, IL 60563