

Submission Agreement Policy

Our Company ("The Company") is interested in possible means of developing new ideas, inventions or processes. However, we have frequently found that suggestions submitted to us are already available from our own staff, through published sources or other legal means. This can lead to possible confusion concerning the origin of the idea.

For this reason, we prefer that only patented inventions be disclosed to us. In the event that you have not done so, we suggest that you consider this, and consider obtaining independent legal and business counsel prior to submitting any ideas or other objects to us.

The following is the general policy we have adopted in regard to unsolicited submissions:

(1) The Company (us) shall be under no obligation to keep the suggestion secret or to receive the same as a secret.

(2) The Company by the execution of this document does not acknowledge that the suggestion is new, or presently unknown to us or that the same has any commercial value.

(3) You will rely entirely on patents or copyrights, if any, which you may obtain for the suggestion for legal protection.

(4) The Company will be the sole judge if any payment is to be made for the idea, and if any payment may be made, its amount.

(5) You agree that the submission;

(a) does not violate any contract or agreement that you are a party to; (b) third party rights, if any, in the suggestion; (c) that the disclosure is legal and does not infringe on any patent or other legal right of any third party; (d) to fully indemnify The Company in the event of the submission's use from any claims whatsoever related to the submission or its use; (e) that the rights to any inventions, processes, ideas, patents or copyrights which are derived from the original submission shall be the sole property of The Company; (f) that you are the sole owner or owner(s) of the idea.

While we try to limit the disclosure of such suggestions to employees necessary for an adequate evaluation of the suggestion, we do not accept any liability for failure to maintain secrecy. In the event that your suggestion is found to be of interest, The Company may negotiate a license in the event that you obtain patent protection.

In addition, we take absolutely no responsibility for the physical care or return of any materials sent to us. If you are concerned about these issues, DO NOT send them to us. We take and accept absolutely no responsibility to return any objects, drawings, documents, or other items sent to us

We are unable to consider unsolicited suggestions or idea except on these terms. If you have a patent or copyright, please submit proof of the same as soon as possible. No alterations or additions may be made to this agreement.

Until your acceptance of this proposal, no further consideration will be made of your

communications.

If you desire to accept this proposal, please sign and return a copy of this agreement to us, and return the same.

Dated: _____

Yours very truly,

Company Signatory

Accepted:

_____ Signature

Please print name here: _____

Date: _____

Witness

Date:

Submission Agreement Policy Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Your company should have a Submission Agreement Policy if for no other purpose than to use it in court if you are challenged with infringement regarding any idea or ideas you supposedly received in a submission. This is strictly a defensive document. Many companies have been plagued by inventors, artists and authors submitting works, processes or supposed inventions to them on an unsolicited basis and then being sued later. Rex Stout, the creator of Nero Wolfe, even based one of his best mysteries on a plot to do exactly this—and successfully extract large sums of money from publishing houses.

Many of these companies have made it a policy to refuse to accept these submissions unless the person submitting them either has a patent already (in which case the company can get the patent from the patent office and then decide if they want to use it, or if the patent will stand up in court) or signs a one- sided agreement. This form is about as one-sided as it can get. It makes the company the sole judge of the payment to be made, if one is made at all, and is used in practice to discourage submissions.

One of my personal favorites is a woman who set up a meeting with me to review her idea, which I rejected out of hand as unusable and if usable, in the public domain. By odd chance, she knew our patent attorney and approached him about suing us for suppressing her invention by not buying it! Our patent attorney, with great effort, talked her out of trying to file suit against us. Although this woman was a friend of his family, she forever afterwards thought he too was a part of the suppression conspiracy!

In sum, this is a treacherous area full of litigation pitfalls. Be smart. Get a signed agreement such as this one prior to doing anything else.

1. Keep a running record of these submissions and the forms received, or not received, back.