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Confidential information and invention assignment agreement, also called invention assignment agreements and abbreviated to CIAAAs, is a legal contract that ensure that an employer has rights to any intellectual property created by an employee during their employment. Many states limit the scope of confidential information and invention assignment agreements to protect the employee and their intellectual property. For example, certain states may require that the product was created entirely on employer time using employer resources for the employer to have rights to the invention. Invention assignment agreements will usually include a nondisclosure agreement, a non-solicitation agreement, and, depending on state laws, a non-compete agreement. A CIAAA is a legally binding contract, so anyone asked to sign one for purposes of employment is encouraged to speak to an intellectual property attorney to learn their rights. Common Sections in Confidential Information and Invention Assignment Agreements Below is a list of common sections included in Confidential Information and Invention Assignment Agreements. These sections are linked to the below sample agreement for you to explore. Confidential Information and Invention Assignment Agreement Sample Who Helps With Confidential Information and Invention Assignment Agreements? Lawyers with backgrounds working on confidential information and invention assignment agreements work with clients to help. Do you need help with a confidential information and invention assignment agreement? Post a project in ContractsCounsel's marketplace to get free bids from lawyers to draft, review, or negotiate confidential information and invention assignment agreements. You can explore attorney profiles to see if they fit your needs. To hire an attorney, simply click on the name of the lawyer you wish to work with and contact them directly. Please consult a licensed attorney. Also, using or accessing ContractsCounsel's site does not create an attorney-client relationship between you and ContractsCounsel. Also known as Proprietary Information and Inventions Assignment Agreements (or PIIAAs), Confidential Information and Inventions Assignment Agreements ensure that intellectual property and other proprietary rights created by employees during the course of their employment are assigned to the employer. Effective CIAAAs assign intellectual property to the company and also contain nondisclosure, nonsolicitation, and (in some cases) noncompetition clauses (beware, though, that in some states, such as California, noncompetition clauses in these types of agreements are not enforceable and, accordingly, should not be included). Inventions or intellectual property created by the employee prior to beginning their employment are carved-out from the assignment by this type of agreement. PIIAA, Proprietary Information and Inventions Assignment Agreement USA June 26 2019 An invention assignment, confidentiality, and non-compete agreement is a multifaceted agreement that protects a company from certain actions of its employees and consultants during or following their employment or engagement with the company. The key terms in this type of agreement are: Assignment of intellectual property rights. An assignment of intellectual property rights ensures that any invention or idea created by an employee or a consultant during their employment or engagement will be owned by the company. By signing this agreement, the party agrees to transfer any and all rights to the invention or idea to the company. This provision ensures that the company obtains all rights to the intellectual property (i.e., patents, trademarks, copyrights, trade secrets, etc.) it may use in its business and protects the company from an employee taking an invention or idea that was created using company time or resources and forming a competing business. Confidentiality. To protect the company's competitive advantage, the agreement typically includes a confidentiality clause. This clause requires the employee or consultant to keep confidential information secret during their employment or engagement. Following their termination without the company's written consent, Non-solicitation. A non-solicitation clause prevents an employee from directly or indirectly soliciting the business of any current or prospective customer, supplier, or employee of the company. The geographic and temporal scope of a non-solicitation clause varies from case to case, depending on the jurisdiction in which the employee or consultant is located. Non-compete. A non-compete clause prevents an employee from engaging, operating, or working with any other company that is considered to be a competitor of the business while he or she is an employee of the company and for a specified time period thereafter. This protects against employees using what they learned while working for the company to better the business of its competitors. Similar to the non-solicitation clause, the geographic and temporal scope of a non-competition clause varies from case to case, depending on the jurisdiction in which the employee or consultant is located. Ideally, a company should have each employee and consultant sign an agreement with all of the provisions described above, but all of the provisions need not be in one document, and certain ones may be incorporated in other documents the employee or consultant signs. Employees or consultants who pose little risk of starting a competing business or stealing away the company's employees likely don't need to be required to sign a non-compete or non-solicitation provision. In addition, if an employee or consultant is not hired to produce any intellectual property, personal property or other work product for the company (e.g., marketing professionals or sales executives), it may not be absolutely necessary for that employee or consultant to sign an assignment of intellectual property. However, many companies do require all employees, contractors, suppliers, and vendors to sign an invention assignment agreement. This helps ensure that the company owns all intellectual property created during employment. Understanding these agreements is critical. They establish employee obligations regarding ownership of intellectual property, trade secrets, business strategies, customer lists, and proprietary technology. The Uniform Trade Secrets Act provides information regarding the definition of trade secrets, emphasizing the need for reasonable efforts to maintain secrecy. The scope of confidentiality depends on the nature of the information and its context. Even publicly available information may qualify as confidential if uniquely compiled. Courts evaluate measures such as non-disclosure agreements to assess confidentiality, as illustrated in PepsiCo, Inc. v. Redmond. Employees are typically barred from disclosing or using confidential information outside their work duties, with restrictions often extending post-employment. The enforceability of these terms depends on factors like the nature of the information and the industry. Transfer of Ownership for Innovations These agreements frequently include clauses transferring ownership rights for innovations developed by employees. Intellectual property created within the scope of employment is typically owned by the employer, even if developed offsite or after hours, provided it is related to the company's business or uses its resources. The "work for hire" doctrine, codified in 17 U.S.C. 101, specifies that works created by employees within their job scope belong to the employer. Clear contractual language is essential to prevent disputes. Courts analyze invention assignment clauses to determine whether innovations fall under the agreement, as seen in Atmel Corp. v. Information Storage Devices, Inc. Employees are often required to disclose patentable inventions, facilitating the company's ability to independently develop inventions. These provisions ensure employees retain ownership of intellectual property that is unrelated to their employment or developed without employer resources. Many state laws entitle employees to carve out inventions created independently, without using employer equipment, supplies, facilities, or trade secrets, and unrelated to the employer's business. Some states require employers to notify employees of their rights to exclude such inventions, and noncompliance can render parts of the agreement unenforceable. To enforce carve-out rights, employees must generally disclose pre-existing inventions at the time of hiring, often documented in an exhibit attached to the agreement. Courts have underscored the importance of this process, as in Applied Materials, Inc. v. Advanced Micro-Fabrication Equipment (Shanghai) Co., Ltd., where unclear documentation led to ownership disputes. Employers must ensure agreement terms are not overly broad, as such clauses may be invalidated if found unconscionable. Some agreements also include "moonlighting" clauses addressing inventions created during personal time. Courts scrutinize these clauses, especially if they conflict with statutory protections. Employees should carefully review such provisions to fully understand their rights and obligations. Enforcement in Multinational Environments Enforcing these agreements across borders is challenging due to differing legal systems and cultural views on intellectual property. Companies must navigate international laws governing intellectual property and confidentiality, tailoring agreements to specific jurisdictions. For example, the European Union's GDPR imposes requirements on handling personal data, intersecting with confidentiality obligations. Choice of law and forum selection clauses are critical, specifying the governing legal system and dispute resolution venue. These clauses must comply with local laws to avoid being rendered unenforceable. The principle of comity, where courts recognize foreign judgments, supports enforcement. For instance, the U.S. Supreme Court in Microsoft v. i4i, Inc. affirmed the enforceability of confidentiality clauses in foreign countries. Additionally, the U.S. Patent and Trademark Office (PTO) provides robust trade secret protection under the Defend Trade Secrets Act, allowing civil actions in federal court, while protections in other forums may be less stringent. Post-Employment Responsibilities Post-employment obligations often require former employees to maintain confidentiality and refrain from unauthorized use or disclosure of proprietary information. Trade secret protection is essential for preserving a company's competitive advantage. Non-disclosure provisions typically bind former employees, with durations varying by agreement terms and industry standards. Courts evaluate the reasonableness of post-employment restrictions, considering factors like geographic scope, duration, and the nature of the information. Restrictions must balance business interests with individuals' rights to work. Indefinite confidentiality terms face scrutiny, particularly in industries where information value diminishes over time. In the competitive landscape of modern business, protecting intellectual property (IP) and sensitive information is crucial. A Confidentiality and Invention Assignment Agreement (CIAA) is a key legal document that helps companies safeguard their proprietary information and ensure that inventions created by employees or contractors are owned by the company. This article will guide you through creating a CIAA and explain each clause in detail. A Confidentiality and Invention Assignment Agreement is a contract between an employer and an employee or contractor that outlines the obligations regarding the confidentiality of company information and the assignment of rights to inventions developed during the term of employment or engagement. 1. Parties Involved This clause identifies the parties entering the agreement. It typically includes the full legal names and addresses of the employer (the company) and the employee or contractor. Example: "This Confidentiality and Invention Assignment Agreement ("Agreement") is made and entered into as of [Date] by and between [Company Name], a [State] corporation with its principal office at [Address], and [Employee Name], an individual residing at [Address]. 2. Purpose of the Agreement The purpose of this Agreement is to protect the Company's confidential information and to ensure that all inventions developed by the Employee during their employment are assigned to the Company." Read More: What is a Contract Clause 3. Definition of Confidential Information This clause defines what constitutes confidential information, including trade secrets, business plans, financial data, customer lists, and any other proprietary information that the company wishes to protect. Example: "For the purposes of this Agreement, 'Confidential Information' means any and all information, whether written, oral, or electronic, that is disclosed to the Employee by the Company, including but not limited to trade secrets, business plans, financial data, customer lists, product designs, marketing strategies, and technical specifications." 4. Obligations of Confidentiality This clause outlines the employee's or contractor's obligations to maintain the confidentiality of the company's information. It typically includes provisions on not disclosing confidential information to third parties and using it only for the intended purposes. Example: "The Employee agrees to maintain the confidentiality of the Company's Confidential Information and not to disclose it to any third party without the prior written consent of the Company. The Employee further agrees to use the Confidential Information solely for the purpose of performing their duties for the Company." 5. Exceptions to Confidentiality This clause specifies any exceptions to the confidentiality obligations, such as information that is already public, independently developed, or required to be disclosed by law. Example: "Notwithstanding anything to the contrary herein, the Employee shall not be bound by the confidentiality obligations set forth in this Agreement with respect to information that: (a) is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the Employee; (b) is known to the Employee prior to disclosure; or (c) is required to be disclosed by law or by a governmental authority. Read More: What is a Contract Clause 6. Work-Related Inventions This clause addresses inventions conceived, developed, or reduced to practice during the Employee's employment. It typically requires the Employee to assign any such inventions to the Company. Example: "Any invention conceived, developed, or reduced to practice by the Employee during the term of their employment and that (a) relates to the Company's business or actual or demonstrably anticipated research and development, or (b) result from any work performed by the Employee for the Company." 7. Disclosure of Inventions This clause requires the employee or contractor to promptly disclose any inventions or discoveries to the company, ensuring that the company is aware of all potentially valuable IP created during the employment or engagement period. Example: "The Employee agrees to promptly disclose to the Company any and all inventions, discoveries, designs, or other works of authorship that the Employee conceives, develops, or reduces to practice during the term of their employment." Create tailored agreements effortlessly using Legit AI's Contract Generator. Start Now 8. Prior Inventions This clause allows the employee or contractor to list any inventions or works of authorship that they created before their employment with the company and that should not be subject to the assignment provision of the agreement. Example: "The Employee represents that there are no inventions, discoveries, designs, or other works of authorship that were conceived, developed, or reduced to practice by the Employee prior to their employment with the Company, except as listed on Exhibit A attached hereto." 9. Return of Materials This clause requires the employee or contractor to return all company materials, documents, and property upon termination of their employment or engagement. Example: "Upon termination of this Agreement, the Employee agrees to return to the Company all materials, documents, and property, including but not limited to confidential information, trade secrets, and any other proprietary information. The Employee shall not be permitted to remove or copy any confidential information, trade secrets, or other proprietary information from the Company premises or devices. The Employee shall destroy all copies of confidential information, trade secrets, or other proprietary information stored on any device owned or controlled by the Employee. The Employee shall provide written confirmation of the destruction of all confidential information, trade secrets, or other proprietary information to the Company within ten (10) business days of termination of this Agreement. Failure to comply with these provisions may constitute a breach of this Agreement and may result in legal action. The Employee shall indemnify and hold the Company harmless from and against all claims, damages, losses, costs, expenses, fees, and attorneys' fees incurred by the Company as a result of the Employee's failure to comply with these provisions." 10. Non-Solicitation This clause prohibits the employee or contractor from soliciting the company's customers, suppliers, or employees for a specified period after the termination of their employment. Example: "During the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, the Employee shall not solicit, attempt to solicit, or induce any customer, client, or prospect of the Company to terminate their relationship with the Company or to enter into a new business relationship with the Employee or any entity affiliated with the Employee." 11. Governing Law This clause specifies the jurisdiction and laws that will govern the agreement. It is important to choose a jurisdiction that is relevant to the company's operations and that has appropriate legal expertise. Example: "This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles." 12. Dispute Resolution This clause outlines the process for resolving any disputes that may arise under the agreement, such as mediation or arbitration. Example: "In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through mediation. If mediation fails, the dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association." 13. Severability This clause ensures that if any provision of the agreement is found to be invalid or unenforceable, the remaining provisions will continue to be in effect. Example: "If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect." 14. Entire Agreement This clause states that the CIAA represents the complete and final agreement between the parties and supersedes any prior agreements or understandings. Example: "This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral." 15. Amendments This clause outlines the process for making changes to the agreement. Any amendments must be made in writing and signed by both parties. Example: "No amendment to this Agreement shall be valid unless it is in writing and signed by both parties." 16. Signatures This clause contains the signatures of both parties, indicating their agreement to the terms. Example: "Signed by the duly authorized representatives of the parties as of the date first written above." Date: _____ Date: _____ Employee/Contractor: _____ Conclusion Creating a Confidentiality and Invention Assignment Agreement involves careful consideration of various clauses to ensure both parties' interests are protected. By clearly defining confidential information, outlining the obligations of confidentiality, specifying the assignment of inventions, and including provisions for dispute resolution and governing law, you can create a comprehensive and effective agreement. This not only safeguards the company's intellectual property but also provides clear guidelines for employees and contractors. Did you find this article worthwhile? More engaging blogs about smart contracts on the blockchain, contract management software and electronic signatures can be found in the Legit Blogs section. You may also contact Legit to hire the best contract lifecycle management services and solutions along with free contract templates. A Confidentiality and Invention Assignment Agreement (CIAA) is a contract between an employer and an employee or contractor that outlines the obligations regarding the confidentiality of company information and the assignment of rights to inventions developed during the term of employment or engagement. It protects the company's proprietary information and ensures ownership of inventions created by employees or contractors. A CIAA is important because it safeguards a company's confidential information and intellectual property. It ensures that any inventions or discoveries made by employees or contractors during their employment are owned by the company, preventing potential disputes and protecting the company's competitive advantage. Employees, contractors, and any other individuals who have access to a company's confidential information or own or control any confidential information of the company are typically required to sign a CIAA. This helps prevent former employees or contractors from soliciting the company's customers or employees for a specified period after the termination of their employment. This helps protect the company's workforce and client base from being poached by former employees or contractors. Disputes under a CIAA are typically resolved through mediation or arbitration, as specified in the dispute resolution clause. This provides a structured process for resolving disagreements and helps avoid costly and time-consuming litigation. The governing law clause specifies the jurisdiction and laws that will govern the agreement. It is important to choose a jurisdiction that is relevant to the company's operations and that has appropriate legal expertise, ensuring that the agreement is enforceable. Yes, a CIAA can be amended, but any changes must be made in writing and signed by both parties to be effective. This ensures that both parties agree to the modifications and that the changes are properly documented. USA June 26 2019 An invention assignment, confidentiality, and non-compete agreement is a multifaceted agreement that protects a company from certain actions of its employees and consultants during or following their employment or engagement with the company. The key terms in this type of agreement are: Assignment of intellectual property

paragraph 3, if any, Executive shall not be chargeable with a violation of this paragraph 3 if the Company or Metals (including Metals' other subsidiaries) shall thereafter enter the same, similar or a competitive (i) business, (ii) course of activities or (iii) location, as applicable. (d) The covenants in paragraph 3 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the Agreement shall thereby be reformed. (e) All of the covenants in this paragraph 3 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of Executive against the Company or Metals, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Metals or the Company of such covenants. It is specifically agreed that the period of two (2) years following termination of employment stated at the beginning of this paragraph 3, during which the agreements and covenants of Executive made in this paragraph 3 shall be effective, shall be computed by excluding from such computation any time during which Executive is in violation of any provision of this paragraph 3.

Confidentiality and Non-Competition To the Company's knowledge, no director, officer, key employee or consultant of the Company is subject to any confidentiality, non-disclosure, non-competition agreement or non-solicitation agreement with any employer or prior employer that could reasonably be expected to materially affect his ability to be and act in his respective capacity of the Company or be expected to result in a Material Adverse Change.

Confidentiality; Non-Disclosure The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA"). All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

Confidentiality/Nondisclosure 19.1 Neither Party will, without the prior written consent of the other Party (a) issue any public announcement regarding, or make any other disclosure of the terms of, this Agreement or use the name or marks of the other Party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other Party. Consent may only be given on behalf of a Party by its Legal Department. However, a Party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing Party gives the non-disclosing Party reasonable prior written notice and the receiving Party will cooperate with the disclosing Party to seek or take appropriate protective measures and will make such disclosure in a manner to best protect the Confidential Information from further disclosure. Notwithstanding the foregoing, if reporting or filing obligations or requirements are imposed upon Qwest by any third party or regulatory agency in connection with this Agreement, CLEC agrees to assist Qwest in complying with such obligations and requirements, as reasonably required by Qwest and to hold Qwest harmless for any failure by CLEC in this regard. Qwest's compliance with any regulatory filing obligation will not constitute a violation of this section. Each Party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the Party would use to protect its own.

19.2 All Confidential Information will remain the property of the disclosing Party. A Party who receives Confidential Information via an oral communication may request written confirmation that the material is Confidential Information. A Party who delivers Confidential Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Confidential Information. Each Party has the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party will from that time forward, treat such information as Confidential Information.

19.3 Upon request by the disclosing Party, the receiving Party will return all tangible copies of Confidential Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

19.4 Each Party will keep all of the other Party's Confidential Information confidential and will disclose it on a need to know basis only. Each Party will use the other Party's Confidential Information only in connection with this Agreement and in accordance with Applicable Law. Neither Party will use the other Party's Confidential Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. If either Party loses, or makes an unauthorized disclosure of, the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

Proprietary Information Agreement Employee has executed a Proprietary Information Agreement as a condition of employment with the Company. The Proprietary Information Agreement shall not be limited by this Employment Agreement in any manner, and the Employee shall act in accordance with the provisions of the Proprietary Information Agreement at all times during the Term of this Employment Agreement. A confidential information and invention assignment agreement (CIIAA) protects intellectual property like trademarks and patents, work products, business ideas, and internal processes. It prevents the loss of this information by unscrupulous competitors or those seeking to claim the idea as their own. A business has the right to protect its intellectual property when it contributes its funds and resources to ideas or inventions, and a confidential information and invention assignment agreement can provide this protection.

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A confidential information and invention assignment agreement is a legal contract that gives an employer certain rights to inventions. These inventions refer to all the work that employees create during their employment with company resources, on company time, and for the company. This agreement requires the employee to disclose inventions to the employer and "assign" ownership rights of the invention. The document will also state that the employee must assist the employer in obtaining a patent on the invention, when applicable. You may want to use a confidential information and invention assignment agreement if: You own or manage a business and want to protect intellectual property. You work in human resources and need to update documents covering intellectual property. You want to protect against the disclosure of confidential information related to an invention. You want to ensure exclusive ownership of an invention.

Limits on Invention Assignment Agreements

There are limitations to what a confidential information and invention assignment can do. Some of these restrictions are placed by state law. For example, California (California Labor Code § 2870) and Washington (Washington Revised Code § 49.44.140) will not enforce an agreement when the invention was created entirely on the employee's time and if they didn't use any employer resources to invent it. This limitation can deal with complicated nuances, but it is essential to understand that this agreement's provisions must comply with state law. The burden of proof usually rests with the employee to show they didn't use company resources or knowledge in making their invention. Showing this proof may be challenging for the employee, so the agreement will likely remain enforceable despite any challenges by the employee.

How to Write a CIAA Agreement

Follow these steps to write an effective CIAA agreement:

Step 1 - Describe the Invention Assignment

Most contracts will assign intellectual property rights from the employee to the employer. These clauses will precisely define the invention and intellectual property that the company will own. It should also specify all rights the employee is ceding to the employer. If the employee is to retain a partial interest as part of your agreement, this clarification will also be included here.

Step 2 - Explain the Confidentiality Requirements

This section will explain that any information related to the invention is confidential. It will also warn of the penalties for a breach of confidentiality. The employee is not permitted to disclose the information except as permitted by the employer or the contract. Outlining the effect of a breach helps to create an enforceable contract and warn the employee that you are serious. Some CIAA's may also contain non-disclosure clauses to ensure confidentiality.

Step 3 - Highlight Any Exceptions

Some states require that a confidentiality and invention agreement have exceptions. This usually includes exceptions for employees who did not use company time, intellectual property, or resources in creating their invention. Failure to include this exception is often damaging to the contract if a state requires exceptions.

Step 4 - Include Non-Compete Clauses

Many CIAs include non-compete clauses as well. These clauses state that the employee isn't allowed to enter business in the same industry for a certain period after leaving the company. This clause prevents an employee from taking inventions they've made during their employment to another competitor or using them in a business of their own. Non-competes have particular legal requirements in many jurisdictions to be enforceable. In certain professions, a non-compete may be against public policy and unenforceable. Make sure that an attorney analyzes your agreement to ensure it's enforceable.

Step 5 - State the Duration of Agreement

The contract must explain when the employee's inventions will become the company's property. Many clauses explain how this will happen automatically at a particular time or the commencement of a specific event. This is usually when the company employs the employee and can extend the employment for a certain period.

Step 6 - Provide the Governing Law

Provide the name of the state that will govern the agreement. If an issue arises in the future, you can refer to that particular state's laws for guidance on how to proceed. A properly drafted CIAA agreement is legally enforceable. It's a contract between the employee and the employer and must comply with your state's general contract requirements. It should typically include: Clear terms of the agreement Mutual acceptance of the terms An offer and an acceptance Consideration for the contract CIAA agreements, in particular, must meet your state's specific legal requirements. Different jurisdictions may require certain elements to enforce the confidentiality & invention assignment agreement. This sample CIAA template can help you get started on drafting your own. Download it below as a PDF or Word File.