

Awake Proprietary Information and Inventions Agreement

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These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Protect confidential information and establish employee work-product ownership with statutory exclusions.

Reference edition. Complete all fields, choose every alternative, reconcile companions and remove drafting instructions before execution. The separate fill-in edition omits this publication introduction.

Commercial Terms

Company and contributor: [names and addresses]. Employment/service relationship and start date: [details]. Effective date: [actual date]. Work jurisdictions: [locations]. Background and excluded inventions: attached IP Schedule, including none if applicable. Confidentiality duration other than trade secrets: [years]. Notice contacts: [contacts].

1. Confidential information

Contributor uses Company's nonpublic business, technical, customer and financial information only for authorized work, applies reasonable safeguards and discloses only to authorized recipients. Exclude information lawfully public, already known without restriction, independently developed or lawfully obtained unrestricted. Legally compelled disclosure is permitted with notice where lawful. Trade secrets remain protected while legally qualifying; other duties last the agreed duration.

2. Inventions and assignments

To the extent allowed by applicable law, Contributor assigns upon creation rights Contributor owns in inventions and work product created in performing Company duties or using Company confidential information, and will disclose them promptly and assist reasonable documentation at Company expense. No assignment covers inventions excluded by mandatory law. Company must provide any required statutory invention notice, including the applicable California Labor Code notice when relevant, before execution. List background inventions, tools and licenses without disclosing another party's secrets; incorporation requires an adequate agreed license.

3. Third-party material and AI tools

Contributor will not bring or use former-employer secrets or promise rights not owned. Record third-party, open-source, data, model and AI-assisted materials and their restrictions before material incorporation. Use approved accounts and tools; do not expose Company or customer secrets to unapproved services. Ownership claims extend only to rights legally available, not assumed copyright in every AI-generated output.

4. Protected disclosures

Nothing prohibits lawful whistleblowing, agency cooperation, protected workplace discussion or other nonwaivable rights. Under 18 USC 1833(b), an individual is not liable under federal or state trade-secret law for a trade-secret disclosure made in confidence to a government official or attorney solely to report or investigate a suspected legal violation, or in a complaint or other document filed under seal. In a retaliation lawsuit for reporting a suspected violation, the individual may disclose the trade secret to their attorney and use it in court if filed under seal and not disclosed except by court order.

5. Return and continuing obligations

At service end or lawful request, return Company property, work, access records and confidential materials and delete unauthorized copies, except permitted legal archives and personal employment records. Do not provide passwords in a public record. Confirm company-controlled access handover. Contributor's general skills and independently owned materials remain theirs. This instrument grants no equity and creates no general post-employment noncompete.

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].