**Note:**
This model corporate intellectual property and open source contribution policy is set up as a standalone document that companies can adopt and use. Within Rackspace, we incorporate this policy into our larger employee agreement; that may work better for you.

There is a discussion of this policy on Van Lindberg’s blog at <https://processmechanics.com/2015/07/23/a-model-ip-and-open-source-contribution-policy/>, which describes some of business and legal rationales behind different parts of the policy.

**Model Company Employee Agreement
Creation and Ownership of Intellectual Property**

This is an agreement between Model Company Inc. (“**ModelCo**,” “**Company**,” “**we**,” “**our**,” “**us**”) and (“**Employee**,” “**you**,” “**your**”) that is effective as of the date of last signature below.

ModelCo employees are productive and creative individuals. ModelCo has a responsibility to safeguard our corporate interests, but we also value and respect the personal initiative of our employees. We hired you because we believe in you, your skills, and your value, and we recognize you will have many opportunities to do and create cool things outside of your employment here. We support your independent efforts to build, and create, and contribute, and we want to provide clear communication and guidelines about how to do so properly. We want to make sure that we set common expectations so that we are never in an adversarial position relative to our employees. The legal terms below flow from these objectives.

1. **Definitions**
	1. **“Confidential Information”** is any information which is unpublished or which ModelCo treats as confidential or proprietary. It includes, without limitation the following:
		1. **Business Information***.* “Business information” means access information; methods of operation; costs; contract terms; pricing methods or information; profits; markets and market strategies; marketing plans and activities; sales; buyer lists, contacts and preferences; vendor lists, contacts and preferences; contractor and subcontractor lists, contacts and preferences; employee lists and identities; employee compensation; employee work locations; personnel information and systems; finances; business ideas; plans for future development; internal policies, procedures, communications and reports, all proprietary communications related to Employer whether in person, by cell or traditional phone line, email (including internal and external email), text messaging, or chat; and information of any other kind not generally known to the public, or that a reasonable person in your job role should understand is confidential, based on the nature of the information or the circumstances of its disclosure.
		2. **Technical Information***.* “Technical Information” means technical data, software, developments, inventions, processes, formulas, improvements, discoveries, technologies, designs, drawings, engineering, hardware configurations, and all research and development activities.
		3. **Third Party Information***.* “Third Party Information” means all Business Information or Technical Information provided by a third party under an obligation of confidentiality, including information of customers in the Company’s possession.
	2. **“Intellectual Property”** or **“IP”** collectively refers to all (A) Confidential Information, (B) all Technical Information, (C) any other material registrable under the patent, copyright or trademark laws of the United States that is created, authored, conceived, discovered, developed or reduced to practice, by me alone or in collaboration with others, and (D) the right to register any of the above as well as any patents, copyrights, or trademarks resulting from any such registrations, including all provisional, continuation, reissue, or divisional patents, the right to license, and the rights to receive past damages.
	3. **“Company Resources”** means any action or Intellectual Property that meets at least one of the following conditions: created (1) acting at ModelCo’s direction, (2) in connection with your employment by ModelCo, (3) for use by ModelCo, (4) during your working hours as a ModelCo employee, or (5) using ModelCo equipment other than a ModelCo-provided laptop or ModelCo-provided mobile phone.
	4. **“Open Source Project”** means a project that (1) has its complete source code, documentation, and build files available to the public under a license accepted by the Open Source Initiative as an open source license, (2) is downloadable by the public without registration, payment, or any other type of consideration, and (3) is publicly advertised and available on the World Wide Web.
2. **Ownership of IP Created Prior to Your Employment By ModelCo**

IP that you created, owned, or had an interest in before you were hired by ModelCo remains yours (“**Prior Intellectual Property**” or “**Prior IP**”). Subject to the limitations in this agreement, you have a continuing right to develop and exploit Prior IP using non-Company Resources and non-Confidential Information.

To avoid any future confusion or dispute, you should provide a list of Prior IP to the Company’s Human Resources department within ten (10) business days of signing this agreement. IP should be described in such a way that it can be easily identified or distinguished. If there is any dispute about IP ownership, ModelCo will be deemed the rightful owner unless you can provide conclusive written evidence of Prior IP. Such notice as is described in this Section or other verifiable records such as government registration, a distribution to a third party, or repository commit dates may serve as evidence of ownership.

1. **Ownership of IP created using Non-Company Resources**

Subject to the limitations in this agreement, new IP that you create while you are a ModelCo employee using only non-Company Resources is also yours, and you have a right to develop and exploit it using non-Company Resources.

1. **No Subject Matter Conflicts.** You will not knowingly participate in the development of IP related to a current or planned Company product, service, technology, or offering without prior authorization from the ModelCo IP Committee. Authorization may only be provided on a per-project basis. Knowledge of a product, service, technology, or offering includes knowledge of perceived gaps or opportunities for add-ons, extensions, improvements, complementary technologies, or value-added services.
2. **Notice to Company***.* You will promptly notify the ModelCo IP Committee using the proper channel (currently by email to ipc\_notice@modelco.com) whenever you start any new project that involves the creation or development of IP. The proposed project and resulting IP must be described in enough detail to allow the Company to understand the scope, purpose, timeline, and any known conflicts. You must also promptly notify the IP Committee if the nature or scope of an existing project changes significantly.
3. **Authorization.** The Company understands that you may not know the full scope of ModelCo’s business activities, and so a project may pose an inadvertent subject matter conflict. To address the possibility of inadvertent subject matter conflicts, the IP Committee will have sixty (60) days (the “**Notice Period**”) to provide an initial response to your request. If the Committee replies with clear words of authorization, you may participate in the project within the scope and purpose of your notice. If the Committee provides a clear but qualified authorization, you may only participate in the project within the limits and guidelines provided in the response. If no response is provided within the Notice Period, your participation is deemed to be authorized within the scope and purpose of your notice. If the Committee responds to your notice with anything other than clear words of authorization, you may not participate in the project.
4. **Development Post-Authorization**. If your project is authorized, you may continue with development subject to the provisions of this document. If an authorized qualifies as an Open Source Project according to the definitions in this document, then continued development of the project will be governed by the provisions of this Agreement relating to Open Source Projects.
5. **Ownership of IP created using COMPANY Resources**

**4.1 Ownership of Company IP.** Any IP created by you using Company Resources belongs to ModelCo (“**Company Intellectual Property**” or “**Company IP**”), whether or not the IP is related to your specific job duties. By signing this agreement, you hereby assign and promise to assign all right, interest, and title to all Company IP to ModelCo. In addition, you promise to cooperate with ModelCo in securing and protecting our rights in Company IP that is created by you, whether or not you continue to be employed by ModelCo, and you hereby appoint ModelCo as your limited agent for that purpose.

**4.2 Release of Company IP.** The ModelCo IP Committee is the only entity authorized to establish new licensing terms for any piece of Company IP. If you believe that your work would be beneficial to release as open source or otherwise license, send an email describing the suggestion to the IP Committee at IPC@modelco.com.

**4.3 Exceptions.** With the ongoing and written approval of your manager, you may use Company Resources for the creation and development of IP to be contributed to existing Open Source Projects or to be used as part of any Non-Code Works, as those terms are defined in this Agreement. The ability to use Company Resources to contribute to Open Source Projects or to develop Non-Code Works does not change or supersede your day-to-day job responsibilities as set by your manager. In all cases, you have a duty to exercise good judgment and act consistent with the Company’s core values.

1. **Contribution to Existing Open Source Projects.** You may contribute your original code in your own name and under your own copyright to existing Open Source Projects that do not directly compete with a Company-sponsored project or product. You may contribute to existing Open Source Projects that are directly competitive with a Company-sponsored project or product where you have received prior authorization from the ModelCo IP Committee.
2. **Non-Code Works***.* Employees are encouraged to create non-executable copyrighted works (such as books, speeches, articles, and publications, collectively “Non-Code Works”) and can do so in their own name and with their own copyright, without any prior approval, subject to the following:
3. **Notice Required for Compensated Works.** You must provide notice to the ModelCo IP Committee at least ten (10) business days prior to publishing any Non-Code Works for which you expect to receive compensation in any form from any third party. ModelCo may, at its discretion, require you to forego any compensation for work done using Company Resources.
4. **Credit to the Company.** You may state that you work for the Company in your background or biographical material. If you developed any part of the work using Company Resources, you may say that the Company sponsored the creation of the work provided that you do not represent the work as an official the Company publication.
5. **Limitations on Non-Code Works.** This section does not apply to Non-Code Works made in the course of employment or with Company Resources (such as documentation, teaching curricula, business plans, etc.). This section also does not give any right to use or publish any Confidential Information or to use any ModelCo trademarks in a Non-Code Work.

**4.4 Works for Hire.** To the extent permitted by applicable law, work covered by this Section is a work made for hire. If you are employed within the state of California, the Company’s ownership rights under this section do not apply to those inventions that fall under California Labor Code section 2870, and you agree to inform the Company in writing about any inventions that you believe meet this code section.

If the work is not a “work made for hire,” then you hereby and irrevocably assign and promise to assign all right, title and interest in the work, to the fullest extent allowed by the intellectual property laws of the United States and the laws of any other country in which the work is made, used, performed, imported, exported, or sold. You agree to cooperate with the Company in signing documents, providing information, and doing other things needed to evidence the Company’s ownership of the work, to transfer rights to, and/or to patent any invention or discovery, both before and after the end of your employment with the Company, with additional reasonable compensation if substantial assistance is required from you after your employment with the Company ends. You hereby appoint the Company as your agent and attorney-in-fact to act only on your behalf to sign documents and do other things required by this Agreement.

**4.5 Compliance with State Law.** Certain states, including California, have laws related to the assignment of inventions and require that employees be given notice of those laws. You acknowledge you have reviewed the list is attached as Exhibit A and have read those terms applicable to you. You further agree that by attaching Exhibit A to this agreement, the Company has provided you with adequate and proper notice of such laws.

If any provision of this section is found to be inconsistent with applicable law, we agree it is our intention that this Agreement should be deemed modified to be consistent with applicable law and then enforced as so modified.

1. **Limitations and Restrictions**

Because of the possibility of conflicts of interest, unauthorized disclosure of Confidential Information, and harm to the Company and our customers, the creation and continued development of IP under this agreement is subject to the following limitations and restrictions. In case of a conflict between any terms contained in this agreement, the terms in this Section 5 will control. If either or both of us are sued based on your alleged conduct, which, if true, would violate any portion of Section 5 of this Agreement, you will pay the cost of defending the claim, including legal fees and any damages award.

**5.1 Confidential Information.** As an employee, you recognize that you will have access to sensitive Confidential Information belonging to the Company. The Company agrees to employ you and to provide you with access to the Confidential Information, as defined above, as necessary for your role at the Company.

For the avoidance of doubt, remember that Confidential Information is defined above and includes names or details of any Company employee, customer, contractor, or vendor; the function, implementation, or details of any Company system that has not been previously published by the Company; and any material non-public information subject to federal securities laws or regulations.

1. **Proper Use of Confidential Information.** You will use the Confidential Information provided to you by the Company for the sole purpose of performing your job at the Company. You must use appropriate means to store, transfer and otherwise manage the Company’s Confidential Information. You will further use reasonable care to prevent any unintended disclosure of this Confidential Information outside of the Company.
2. **Third-Party Confidential Information.** You will not use the Confidential Information or IP of any person as part of your employment in a way that violates the terms of any agreement you have with that person, or infringes that person’s legal rights. Specifically, but without limitation, you will not use Confidential Information or IP belonging to any prior employer as part of your work, unless the prior employer has authorized you in writing to use the Confidential Information or IP. If you are subject to any restrictions on the type of work you may perform due to an agreement with your prior employer or any other person, you will immediately disclose those restrictions to you.
3. **No Disclosure of Confidential Information.** You will not under any circumstances use or disclose any IP or Confidential Information belonging to the Company or any third party without prior written authorization. You agree that injunctive relief is appropriate in such cases, in addition to all other available remedies.
4. **Return of Confidential Information.** At the conclusion of your employment with the Company, or at any other time upon the request of the Company, you will return to the Company all property in your possession, custody or control that you created, developed or obtained during and as a result of your employment with the Company. This obligation includes, without limitation, all documents, whether in paper or electronic form, and whether or not such documents contain Confidential Information, other than documents relating to your personal compensation, such as pay stubs and benefit plan booklets.

**5.2 No Conflicts of Interest.** You will not solicit, enter into, or accept any contract or agreement with the Company, any of its employees, agents, or customers (collectively “**Conflicted Parties**”), for the purchase, license, or paid use of any IP which you have created or in which you have any right, title, or interest. In the event that an authorized agent of the Company, or a Company customer, approaches you about a possible contract, your conflict of interest must be disclosed and waived, in writing, by one of the Company’s Associate General Counsel or the Company’s General Counsel.

1. **Mass-market offerings.** It is not considered a conflict of interest to provide a service or software product accessible to the public in general, including possible use by Conflicted Parties, provided that 1) there is no direct contact with any Conflicted Party; 2) the terms offered to Conflicted Parties are identical to the terms available to all members of the public; and 3) you do not use your relationship with ModelCo, nor any Confidential Information, to establish, advertise, develop, or serve any customer.
2. **No restrictions on work.** You will not enter into any agreement during the term of your employment with the Company that would restrict the type of work you may perform at the Company.

**5.3 Covenant Not to Compete.** During the term of your employment, you will not solicit, enter into, or accept any contract or agreement with a Company competitor or any of its agents for the purchase, license, or paid use of any IP which you have created or in which you have any right, title, or interest.

**5.4 Covenant Not to Sue.** In consideration for your access to the Company’s Confidential Information, you hereby covenant not to sue the Company or the Company’s customers in any venue, for any reason, to enforce any right associated with IP which you have created or in which you have any right, title, or interest.

**5.5 Shop Rights.** If you use, embed, or otherwise bring IP which you have created or in which you have any right, title, or interest into the Company in such a way that the Company or any of the Company’s customers may be liable for infringement of that IP, you hereby grant a worldwide, fully-paid-up irrevocable license to the Company and the Company’s customers for such use.

**5.6 Freedom of Action.** Nothing in this agreement restricts the Company’s freedom to pursue any business opportunity, course of development, or business plan regardless of any information disclosed by you to the Company at any time.

**5.7 Maintenance of Copies.** The Company has no responsibility to maintain copies of any Intellectual Property created pursuant to this Agreement.

**5.8 Use of Trademarks.** This Agreement does not grant any right to use the Company’s trademarks other than the uses available to the public under the Company’s standard trademark policy.

1. **Disputed Ownership of Inventions**

If, after your employment ends, there is a dispute regarding whether any Intellectual Property was made during your employment, we agree that if: (i) You are named as an inventor on a patent application that is filed within six months of the end of your employment, and (ii) the patent application covers technologies that you worked on while you were an employee, then you must provide proof that the invention or discovery was not made during the term of your employment.  If you are unable to provide proof, then the invention or discovery described in the patent application is Company IP.

1. **General**

**7.1 At Will Employment.** Nothing in this agreement changes the “at will” status of your employment or limits the circumstances under which that employment may be terminated. Specifically, either the Company or you may terminate your employment at any time.

**7.2 Violations and disputes.** Violations of this policy may result in disciplinary action, up to and including termination. Disputes regarding the implementation of this agreement will be settled according to the dispute resolution provisions of your employee agreement, or if no explicit dispute resolution applies, via an arbitration administered by the American Arbitration Association held in a mutually acceptable location. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

**7.3 Entire Agreement.** If you have signed another agreement with the Company that contains additional or more stringent requirements on you, those requirements will govern over any inconsistent term of this agreement. Otherwise, this is the entire agreement between the Company and you regarding its subject matter and supersedes and replaces any prior or contemporaneous agreement, written or oral, but in no case does it supersede an agreement regarding dispute resolution. This agreement may not be modified other than through a writing signed by a Company officer (Vice President and above), which is clearly and conspicuously marked for approval (by initials, stamp, or other such marking) by a member of ModelCo’s legal department.

**7.3 Choice of Law.** This agreement will be governed by, construed, and enforced in accordance with the laws of the State of Texas.

**7.4 Survival.** All the terms of this Agreement survive to the end of your employment at the Company, regardless of the reason for termination. If any provision of this agreement is found to be unenforceable or inconsistent with applicable law, it will be modified to the limited extent necessary to be consistent with applicable law and enforced as so modified.

Intending to be legally bound, we have signed this Agreement as of the date stated below.

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For MODELCO:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A: Invention Rights Under Certain State Laws**

**California:** **Rights to Inventions**

Any provision in an employment agreement which provides that an employee must assign, or offer to assign, any of his or her rights in an invention to his or her employer cannot apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information. An employment agreement may provide that an employee must assign, or offer to assign, any of his or her rights in an invention to his or her employer if those inventions:

• either relate at the time of conception or reduction to practice to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

• result from any work performed by the employee for the employer.

Nothing in the law forbids or restricts the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies. If an employment agreement entered into after Jan. 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide written notification to the employee of his or her rights in regards to inventions.

**Delaware:** **Rights to Inventions**

Any provision in an employment agreement that requires the employee to assign or offer to assign to the employer any of the employee's rights in an invention is unenforceable if the employee developed the invention entirely on his or her own time without using the employer's equipment, supplies, facility, or trade secret information.

***Exceptions—*** The prohibition does not apply to inventions that relate to the employer's business or actual or demonstrably anticipated research or development or result from any work performed by the employee for the employer.

**Illinois:** **Rights to Inventions**

A provision in an employment agreement which requires an employee to assign or offer to assign the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time.

This restriction does not apply if:

• the invention relates to the business of the employer, or to the employer's actual or demonstrably anticipated research or development; or

• the invention results from any work performed by the employee for the employer.

To the extent that any provision purports to apply to such an invention, the provision violates public policy and is void and unenforceable.

The employee bears the burden of proof in establishing that his invention qualifies under this provision.

An employer may not require an employee or applicant for employment to accept a provision made void and unenforceable by this law as a condition of employment or continuing employment. However, existing common law applicable to shop rights of employers with respect to employees who have not signed an employment agreement are not preempted. If an employment agreement contains a provision requiring the employee to assign any of his or her rights in an invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee of the provisions of this law.

**Kansas: Rights to Inventions**

A provision in an employment agreement requiring an employee to assign or offer to assign any of the employee's rights in an invention may not apply to any invention in which no equipment, supplies, facilities or trade secret information of the employer was used and which was developed entirely on the employee's own time. This restriction does not apply if:

• the invention relates to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

• the invention results from any work performed by the employee for the employer.

An employment provision is void and unenforceable to the extent that it violates the provisions of the law and acceptance of such a provision may not be required as a condition of employment or continuing employment.

If an employment agreement contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must provide to the employee, at the time the agreement is made, a written notification explaining the criteria used to determine to which inventions the law applies. The employee is required to disclose, at the time of employment or thereafter, all inventions he or she is developing, for the purpose of determining employer and employee rights in an invention.

**Minnesota:** **Rights to Inventions**

Any provision in an employment agreement which provides that an employee shall assign or offer to assign to the employer any of the employee's rights in an invention is inapplicable to an invention:

**•** for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, and

**•** which does not relate directly to the business of the employer or to the employer's actual or demonstrably anticipated research or development, or

**•** which does not result from any work performed by the employee for the employer.

Any provision which purports to apply to such an invention is to that extent against the public policy of the state and is to that extent void and unenforceable. No employer shall require such a provision as a condition of employment or continuing employment. If an employment agreement contains a provision requiring the employee to assign or offer to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee of the employee's rights under the law.

**North Carolina**: **Right to Inventions**

Any provision in an employment agreement which provides that the employee assigns or offers to assign any rights in an invention to the employer shall not apply to an invention that the employee developed entirely on his/her own time without using the employer's equipment, supplies, facility or trade secret information except for those inventions that (i) relate to the employer's business or actual or demonstrably anticipated research or development, or (ii) result from any work performed by the employee for the employer.

To the extent a provision in any employment agreement purports to apply to the type of invention described, it is against the public policy of the state and is unenforceable. The employee bears the burden of proof in establishing that the invention qualifies under this statute.

An employment agreement may require that the employee report all inventions developed by the employee, solely or jointly, during the term of employment with the employer.

**Utah:** **Rights to Inventions**

Summary:An employer may not require in an employment agreement that employees assign or license, or offer to assign or license, to the employer any right to, or intellectual property in, an invention that is created by the employee entirely on his or her own time. Any such provision in an employment agreement is not enforceable. *Exception—* Assignment or license to the United States government is valid if required by law or by contract between the employer and the United States, a state, or a local government. An assignment or license between an employee and an employer can be valid if it is not an employment agreement and the employee receives a consideration under such agreement which is not compensation for employment.

**Definitions:** *Employment invention* means any invention or part thereof which is:

• conceived, developed, reduced to practice, or created by the employee within the scope of the employment; during work hours; with the aid, assistance, or use of any of the employer's property, equipment, facilities, supplies, resources, or intellectual property;

• the result of any work, services, or duties performed by an employee for the employer;

• related to the industry or trade of the employer; or

• related to the current or demonstrably anticipated business, research, or development of the employer.

*Intellectual property* means any and all patents, trade secrets, know-how, technology, confidential information, ideas, copyrights, trademarks, and service marks and any and all rights, applications, and registrations relating to them.

Employment Inventions: An agreement between an employee and employer may require the employee to assign or license, or to offer to assign or license, to the employer any or all of the rights and intellectual property in or to an employment invention. Employment of the employee or the continuation of the employment is sufficient consideration to support the enforceability of such an agreement whether or not the agreement recites such consideration.

**Washington:** **Rights to Inventions**

A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

• the invention relates directly to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

• the invention results from any work performed by the employee for the employer.

Any provision which purports to apply to such an invention is to that extent against the public policy of the state and is to that extent void and unenforceable.

An employer cannot require as a condition of employment any provision made void and unenforceable by the law. If an employment agreement entered into after Sept. 1, 1979 contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee of the employee's rights under the law. The employee will - at the time of employment or thereafter - disclose all inventions being developed by the employee, for the purpose of determining employer or employee rights. The employer or the employee may disclose such inventions to the Department of Employment Security, and the department will maintain a record of such disclosures for a minimum period of five years.