

[WARNING - This sample agreement is only one possible example and is for reference purposes only. It may not meet the needs of specific transactions, and no recommendation is made as to the content of any of the clauses contained herein. Please consider the content of the individual clauses contained herein by also referring to the content of the main text of the Report. You should consult a qualified attorney for your specific needs. Neither the Japan External Trade Organization (JETRO) nor the parties involved in the preparation of this sample agreement assume any responsibility or liability for any use hereof.]

EMPLOYEE INVENTION AGREEMENT

Employer: _____

Employee: _____

1. Employee hereby acknowledges that the right to apply for patents regarding any inventions invented or designs created by Employee in the course of his or her employment agreement with Employer (“*Employee Inventions*” or “*Employee Designs*”) belong to Employer.
2. If Employee invents an Employee Invention or creates an Employee Design, Employer shall pay remuneration to Employee based on the standards provided for in the Exhibit []. Both parties hereby acknowledge that the amount of any such remuneration has been fixed by taking into account the matters listed in Article 8 of Ministerial Regulations No. 24 (B.B. 2542) issued under the Patents Act B.E. 2522 of Thailand.
3. Employee hereby agrees that all copyrights pertaining to works created by Employee in the course of his or her employment agreement with Employer (“*Employee Works*”) belong to Employer and Employee shall not make any claim whatsoever against Employer for remuneration pertaining to an Employee Work.
4. This Agreement is written in the Japanese and Thai languages. In case of any inconsistency between both language versions, the Japanese language [version] shall prevail.
5. This Agreement shall bind and inure to the benefit of both parties and their successors and assigns. This Agreement shall survive the expiration, termination or cancellation of any other agreement or business relationship between both parties. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any delay in or failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision. No right, benefit or obligation under this Agreement shall be deemed waived except by a written instrument signed by the party against whom such waiver is alleged. This Agreement may not be amended except by a written instrument signed by both parties.
6. Any dispute which arises from or is in connection with this Agreement or its implementation shall be submitted to the the Central Intellectual Property and International Trade Court of Thailand. During any litigation process, each party remains obligated to perform all its obligations under this Agreement. The formation, execution, validity and interpretation of this Agreement, and the settlement of disputes, shall be governed by the laws of Thailand.

By signing this Agreement, both parties agree to comply with the above terms.

Employer

Employee

Authorised Signature

Authorised Signature

(Designated Representative (please print name))

Company Seal:

Date: