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**SENATE BILL 6106**

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**State of Washington 64th Legislature 2015 Regular Session**

**By** Senator Chase

AN ACT Relating to the assignment of employee's rights to inventions; and amending RCW 49.44.140.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

**Sec.**  RCW 49.44.140 and 1979 ex.s. c 177 s 2 are each amended to read as follows:

(1) 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 (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) 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 this state and is to that extent void and unenforceable.

(2) An employer shall not require a provision made void and unenforceable by subsection (1) of this section as a condition of employment or continuing employment.

(3) If an employment agreement entered into after September 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 that the agreement does not apply 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, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work ((~~preformed [performed]~~)) performed by the employee for the employer.

(4) The following definitions apply throughout this section:

(a) "Directly to the business of the employer" means the supply of resources to support research and instruction.

(b) "Employee's own time" means any time for which a faculty member is not subject to the express direction and control of a university administrative supervisor.

(c) "Employer's actual or demonstrably anticipated research or development" does not include any research or development proposed or undertaken by a faculty member unless expressly contracted by the university in exchange for consideration to conduct such research or development.

(d) "Equipment, supplies, facilities, or trade secret information of the employer" means employer resources but excludes resources provided to support extramural research, and also excludes any such resources normally made available to faculty in the ordinary course of their work without the need for a special request or authorization.

(e) "Work performed by the employee for the employer" means faculty work expressly subject to the direction, control, and approval of university officials.

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