

SECOND REGULAR SESSION

HOUSE BILL NO. 2562

94TH GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE DARROUGH.

Read 1st time April 1, 2008 and copies ordered printed.

D. ADAM CRUMBLISS, Chief Clerk

5552L.01I

AN ACT

To amend chapter 290, RSMo, by adding thereto one new section relating to employment agreements.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Chapter 290, RSMo, is amended by adding thereto one new section, to be
2 known as section 290.700, to read as follows:

**290.700. 1. Any provision in an employment agreement which provides that an
2 employee shall assign or offer to assign any of the employee's rights in an invention to the
3 employer shall not apply to an invention in which no equipment, supplies, facilities, or
4 trade secret information of the employer was used and which was developed entirely on the
5 employee's own time unless:**

**6 (1) The invention relates to the business of the employer or to the employer's actual
7 or demonstrably anticipated research or development; or**

**8 (2) The invention results from any work performed by the employee for the
9 employer.**

**10 2. Any provision in an employment agreement which purports to apply to an
11 invention which it is prohibited from applying to under subsection 1 of this section is to
12 that extent against the public policy of this state and is to the extent void and
13 unenforceable. No employer shall require a provision made void and unenforceable by this
14 section as a condition of employment or continuing employment.**

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

15 **3. If an employment agreement contains a provision requiring the employee to**
16 **assign any of the employee's rights in any invention to the employer, the employer shall**
17 **provide, at the time the agreement is made, a written notification to the employee that the**
18 **agreement does not apply to an invention for which no equipment, supplies, facility, or**
19 **trade secret information of the employer was used and which was developed entirely on the**
20 **employee's own time unless:**

21 **(1) The invention relates directly to the business of the employer or to the**
22 **employer's actual or demonstrably anticipated research or development; or**

23 **(2) The invention results from any work performed by the employee for the**
24 **employer.**

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