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What Are The Rights Of An Inventor In Patents Awarded As An Employee?

[Kristie Prinz](#)

Q. I worked for a robotic engineering company as a design engineer, and signed a standard patent agreement at time of employment. As an employee, I designed robotic, remotely operated, equipment systems and was awarded four patents as inventor. These systems were sold all over the world for work in hazardous environments and bomb disposal resulting in several millions of dollars profit for the company. The only remittance I received was my salary and the three percent of the company I owned which amounted to approx. \$140,000 when the privately owned company was purchased by Westinghouse Corporation. I am now 66 years old--do I have any chance of getting more money for all the hard work I put into that company?

-- Joel

A.

I have heard this same question before from other engineer inventors, who either would like more control over what happens to the patents they were awarded as employees or would like to share more of the financial benefit incurred from the patents.

Unfortunately for you, the agreement you signed as an employee most likely assigned all of your rights in the inventions and patents you developed as an employee to your employer. It is standard practice in your industry to obtain assignments from employee inventors in order to ensure a clean chain of ownership in the patents, and my guess is that this is what you signed previously.

Even if this were not the case, however, you most likely still do not have any rights in the patents filed. The general rule is that the employer owns the rights to the invention if the employee was hired or directed to resolve a problem by conceiving the invention. In other words, if the employee's job is to conceive or reduce to practice an invention, then the rights in that invention or the patent filed on that invention belong to the employer. Based on the facts that you have provided in your question, there is a good argument that this rule would preclude your ownership in the patents.

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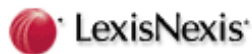
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My advice is to consult with a patent attorney in your jurisdiction regarding these issues, taking along with you a copy of the agreement you signed, so that the attorney can advise you on the terms of that agreement in order to confirm their significance as well as the nature of your employment with your former employer. While it seems unlikely that Westinghouse would have acquired your former employer without clean assignments of rights in the patents from employees such as you who were involved in creating the company's intellectual property (any such omission should have been uncovered in conducting due diligence on the company), I have seen many examples in the past where agreements have not been properly drafted and no clean chain of ownership in the company's intellectual property rights existed. So, it is not out of the question that mistakes were made and that the acquisition of those patent rights was improperly made. If in fact it is determined that this was the situation in your case, then your attorney should be able to advise you on your options, so that you can decide how best to proceed.

-- Kristie Prinz

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