Have you properly excluded your individual inventions prior to accepting your job offer?

Your employer may have you sign an agreement clarifying that any invention you develop while working becomes their property and/or that you are required to assign your rights to your employer. This does not apply to inventions that you create before joining the employer. Usually, there is a place in the agreement to identify any such prior inventions and you should make sure you identify any such inventions and avoid using them or incorporating them into work you do for the employer. In Wyoming, even without an assignment agreement, if the invention was within the scope of your job duties and during your time of employment, the court may find there was an implied contractual obligation to assign those inventions to your employer.

Does your job offer require that you sign a forced arbitration agreement?

Many employers require that employees sign arbitration agreements that waive the employee’s right to pursue claims in court. In most cases, such agreements are permitted. Some employers’ agreements have opt-out provisions which allow you to opt-out of the arbitration process. It is generally a good idea to do so if given the option. Additionally, some employers have elected not to force their employees to sign such agreements and whether a perspective employer requires that you sign an arbitration agreement can be one factor you consider when evaluating multiple job opportunities.

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