

## Re: IP transfer question

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*Source:* <http://sci.tech--archive.net/Archive/sci.electronics.design/2005-04/msg00605.html>

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- *From:* "Larry Brasfield" <[donotspam\\_larry\\_brasfield@xxxxxxxxxxx](mailto:donotspam_larry_brasfield@xxxxxxxxxxx)>
  - *Date:* Sun, 3 Apr 2005 13:44:15 -0700
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"Walter Harley" <[walterh@xxxxxxxxxxxxxxxxxxxxxx](mailto:walterh@xxxxxxxxxxxxxxxxxxxxxx)> wrote in message [news:heOdnUO7gP3s083fRVn-oQ@xxxxxxxxxxxxxxxxxxx](mailto:news:heOdnUO7gP3s083fRVn-oQ@xxxxxxxxxxxxxxxxxxx)  
> "James Meyer" <[jmeyer@xxxxxxxxxxx](mailto:jmeyer@xxxxxxxxxxx)> wrote in message [news:g8qv41heaviputq398s0hvha32nkn1ferr@xxxxxxxxxxx](mailto:news:g8qv41heaviputq398s0hvha32nkn1ferr@xxxxxxxxxxx)  
>> Someone who acts as his own lawyer has a fool for a client. That's a  
>> trite saying, but like many, is true.  
>  
> I have a lawyer. I'm trying to gain additional points of view.

There was no evidence in your original post that you intended to act as your own lawyer. Mr. Meyer's reproach was both premature and irrelevant to the clear questions you raised.

> Someone who acts as his own lawyer does indeed have a fool for a client. But someone who assumes that his lawyer (or other  
> professional) knows everything there is to know, isn't doing due diligence. If I were sick, I'd look up the side effects of the  
> medicine my doctor prescribed. If my pipes were leaking, I'd get a bid from more than one plumber.

A point missed by the "Let the lawyer(s) do it" crowd is that the lawyer's charter is to effect the intentions of the parties in a legally enforceable way. A good lawyer may advise clients as to terms that should be present, but it is ultimately up to the parties to determine what their agreement achieves. That job cannot be simply handed over to some lawyer(s).

I see in your original post only questions relating to your proper role in creating an agreement with the \*assistance\* of a lawyer.

> All I'm trying to do is learn more about the customary, fair solutions to a common engineering business situation. My interest is  
> in forming an agreement that will be a win for both parties and will not blow up in our faces later on. A contract based on a bad  
> agreement is a liability, not an asset. To have a good contract, you need to have a sensible, fair agreement, based on clarity,  
> shared values, and practical experience.  
>  
> It seems reasonable to ask what agreements folks here have used in this situation. There is a range of solutions, some with

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- > hidden gotchas that I would like to avoid. Asking for the experience of others seems a good way to do that, if they are willing
- > to share those experiences.

I will share some of mine which serve to illustrate why your approach to contract terms is a good idea.

Once, I was invited to work for a large corporation which had an IP protection and assignment agreement obviously written by one or more lawyers with no evident intention of being fair. (If executed), it claimed rights that went far beyond what anybody would consider fair under ordinary circumstances. It so happened that I had some IP of my own, developed before I ever talked to that corporation, which I would be giving away all rights to if I signed their agreement. Because I thought that IP was valuable, and had other employment options, I insisted their agreement would have to be amended before I could sign it. Getting that perfectly reasonable change effected took more time on the part of their lawyer(s) and delayed my start date by a week or more. What was funny about the affair was that the guy hiring me understood how unreasonable those terms were and never gave me the slightest criticism for not being willing to sign under the circumstances.

On the other side of such problems, I have always been favorably impressed when I encounter agreements that are clearly intended to be fair and not exploit the fact that many employees sign paper without really reading it.

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—Larry Brasfield  
email: donotspam\_larry\_brasfield@xxxxxxxxxxxxx  
Above views may belong only to me.

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• *Follow-Ups:*

- ◆ **Re: IP transfer question**  
◇ From: James Meyer
- ◆ **Re: IP transfer question**  
◇ From: Fred Bloggs

• *References:*

- ◆ **IP transfer question**  
◇ From: Walter Harley
- ◆ **Re: IP transfer question**  
◇ From: richard mullens

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- ◆ **Re: IP transfer question**
  - ◇ From: Walter Harley
- ◆ **Re: IP transfer question**
  - ◇ From: James Meyer
- ◆ **Re: IP transfer question**
  - ◇ From: Walter Harley

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