ONE-PAGER · INTELLECTUAL PROPERTY

Workx Advocaten

IP PROVISIONS IN THE **EMPLOYMENT CONTRACT**

Anything employees invent, design or write in the course of their work may attract IP rights. Who gets those rights, and how confidential know-how stays protected, is best settled in advance in the employment contract.

01. WHAT DOES THE LAW ALREADY PROVIDE?

If an employee creates something as part of their job, Dutch law in principle vests these rights in the employer:

- Copyright
- Design right
- Patent right

But: this statutory allocation is under pressure from EU law. So record it in the employment contract as well.

TRADE SECRETS **PROTECTION ACT**

This Act (Wet bescherming bedrijfsgeheimen), based on an EU directive, protects confidential business information. Conditions include that the information is secret *and* that you have taken **reasonable steps** to keep it secret.

02. ASSIGNMENT OF IP RIGHTS: THREE QUESTIONS

WHAT IS **ASSIGNED?**

- ☐ The employee acknowledges that the rights are yours; anything not yet vested in you, they assign to you.
- ☐ Describe precisely which rights and which work. Vague wording is not enough: it must be sufficiently identifiable (Article 3:84 of the Dutch Civil Code).
- ☐ Include forms of use that do not yet exist.

WHAT DOES THE EMPLOYEE **WARRANT?**

- ☐ That, as far as they reasonably know, their work does not infringe the rights of others.
- ☐ That they will later cooperate in anything still needed for the assignment, or give you a power of attorney for it.

WHAT **ELSE?**

- ☐ A waiver of moral rights, to the extent the law permits.
- ☐ That the salary covers any compensation for the work, to the extent the law allows.

03. OTHER ARRANGEMENTS

LICENCE **INSTEAD OF ASSIGNMENT**

If assignment is not feasible or too costly, or the employee wants to keep exploiting the work, a right of use may be enough.

Cover the same points as above, plus: exclusive or not, revocable or not, and for which use.

CONFIDEN**TIALITY**

A confidentiality clause in the employment contract counts as such a reasonable step and so helps you rely on the Act.

NON-COMPETE **AND MORE**

Also consider a non-compete or non-solicitation clause; separate requirements apply (Article 7:653 of the Dutch Civil Code). Check whether any other IP or IT arrangements are needed.

Based on the rules in force in 2025

This document does not constitute legal advice and is for illustrative purposes only.

NEED MORE TIPS **OR ADVICE?**

We are happy to help. Get in touch with us!