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BUSINESS AND PROFESSIONS CODE - BPC

DIVISION 8. SPECIAL BUSINESS REGULATIONS [18400 - 22949.92.2] (Division 8 added by Stats. 1941, Ch. 44.)

CHAPTER 17. Invention Development Services Contracts [22370 - 22395] (Chapter 17 added by Stats. 1975, Ch. 967.)

ARTICLE 6. Miscellaneous Provisions [22392 - 22395] (Article 6 added by Stats. 1975, Ch. 967.)

22392. Every invention developer shall maintain all records and correspondence relating to performance of each invention development service contract for a period of not less than three years after expiration of the term of each such contract.

(Added by Stats. 1975, Ch. 967.)

22393. No invention developer shall make, or authorize the making of, any reference to compliance by it with this act in any advertisement.

(Added by Stats. 1975, Ch. 967.)

22394. If any provision of this act or the application thereof to any person or circumstances is held unconstitutional, the remainder of the chapter and the application of such provision to other persons and circumstances shall not be affected thereby.

(Amended by Stats. 1982, Ch. 466, Sec. 8.)

22395. An invention developer shall maintain as confidential all disclosures made to it by a customer seeking invention development services, except:

- (a) Information which at the time of disclosure is in the public domain.
- (b) Information which, after disclosure, becomes part of the public domain by publication or otherwise, independently of any act or omission by the invention developer.
- (c) Information which the invention developer can establish by competent proof was in its possession at the time of disclosure by the customer, and was not acquired, directly or indirectly, from the customer.
- (d) Information which the invention developer receives from a third party; provided, however, that such information was not obtained in confidence by said third party, directly or indirectly, from the customer.

This duty of confidentiality includes the taking of reasonable steps by the invention developer to prevent disclosure of confidential information to third parties. This confidential relationship cannot be waived by a customer without an express written waiver by the customer of the invention developer's obligation of confidentiality, and no waiver shall be entered into until after the disclosures described in Section 22381 have been made.

(Added by Stats. 1983, Ch. 332, Sec. 4.)