

I'm not robot  reCAPTCHA

Continue

Ias 16 practical questions and answers

14 years after your patent is issued. Q : When should I apply for a patent? A: The question of when to submit often depends on whether you are interested in protecting rights only in the U.S., or if you are also interested in achieving foreign protection. To maintain U.S. protection, your patent application must be filed within one year of any public disclosure, sale or sale of your invention. This one-year US grace period, however, does not apply to most other countries. Rather, in most countries the rule is that a patent application must be filed before your invention is made available to the public. Thus, most people will want to ensure that their patent applications are on file before their inventions are disclosed to outsiders. That doesn't mean, though, that you have to file your patent application in each country you want to do business with before your disclosure. As long as you file your U.S. application before making your invention available to the public, you will still be able to make patent protection in most foreign countries if you also file your respective foreign application within one year of the U.S. one. Authors/lawyers: Catherine J. Holland, JD; Vito A. Canuso III, J.D.; Diane M. Reed, J.D. Sabing H. Lee, JD.; Andrew I. Kimmel, J.D.; and Wendy K. Peterson, J.D., are practicing attorneys at Knobbe, Martens, Olson & Bear LLP, one of the largest and most well-respected U.S. law firms specializing in IP law. In collaboration, they are intellectual property authors available from Entrepreneur Press. Business Contracts Q : How can I change the section that states that the contract is automatically renewed every year? A : It's easy to change, just like any provision in a pre-printed contract. If there is a section of the contract that is made with the terms and conditions applicable to your company, ask that the which provides that, notwithstanding any other contractual terms (this wording is important), the contract shall be terminated after XX years or shall be automatically eduded no more than XX times. If the contract has been printed in full, ask them to write to the previously printed contract page. In any case, make sure that the contract you want to change is changed in the written agreement signed in writing. Q: What are some of the most important things I need to do when signing a contract? A: There are some very simple steps you can take that will protect your personal property and give your business an advantage in a contract dispute. First, make sure that the signature block at the time of conclusion of the contract indicates the full legal name of your company, not your person's name. Your name as a signatory to the contract can be written with your signature, but the contract must clearly indicate the full legal name of your company as a company agreement. To prevail in contract disputes, make sure that each contract you sign has two originals and save one of them. The original of each page of both final signed contracts in ink in a color that will not be copied well, such as red. This would deter anyone from up to retyping the section of the contract in order to benefit from one hand and present the clera contract as original. Author/Attorney: Laura Plimpton has 26 years of experience as a corporate lawyer, business owner and management consultant. She has reviewed or drawn up more than 12,000 contracts. She is the author of Business Contracts, available from Entrepreneur Press. Hiring and firing Q: Am I allowed to monitor my employees' emails? Do I have to tell them? A : Employers monitor employees' e-mail for three main reasons: (1) to prevent/prevent harassment and discrimination in the workplace, (2) to prevent the disclosure of trade secrets and unfair competition, and (3) to improve employee performance and productivity. However, it is important for employers who want to monitor employees' e-mails in order to reduce employees' reasonable expectations of privacy in their email. Most courts have acknowledged that employees have, of course, lowered their privacy expectations when using equipment provided by their employer, such as computers and mobile phones. In order to reduce such expectations, all employers should adopt a policy that clearly states that computers provided by the employer are the property of the employer, must be used for legitimate business purposes and that the employer reserves the right to supervise the above mentioned reasons. Q: What is family leave and I need to give it? A: The Federal Family and Medical Leave Act (FMLA) is a key federal law that requires employers — those with 50 or more employees within a 75-mile radius — to provide unpaid leave for up to 12 weeks for eligible workers. Most importantly, the FMLA states that whenever family and medical requirements under federal and state law differ, the employer must greater right to family leave for the employee. The FMLA provides up to 12 weeks of annual leave for: (1) the birth, adoption or foster family, (2) a family tete who has a serious state of health, care or (3) the serious state of health of the employee. Leave is not paid (unless you take leave, sick leave or paid leave), but employers must continue to benefit from group health benefits during leave. The staff member shall have the right to return to the same or a comparable state after the leave is terminated. A : Serious health conditions include pregnancy-related disorders. In particular, the definition of FMLA in a serious medical condition includes any period of incapacity due to pregnancy or prenatal care. Employers should note that some states, such as California, have separate statutes that require maternity leave. The FMLA also applies to the employee's family-related disability related to pregnancy. The FMLA applies to employers with at least 50 employees. The eligible employees are those who: (1) have worked for the employer for more than 12 months before the start of the leave, (2) have worked at least 1250 hours during the 12 months prior to the start of the leave, and (3) work in a place where the employer has at least 50 employees within 75 miles of the place. Q: What should I do if I want a fire worker who doesn't do his job right? A: This is a complex question to which the answer largely depends on the circumstances. Communication with employees is critical and termination of employment should not come as a surprise to the employee. Accordingly, even if employment is clearly after-will, it is important to advise poorly performing employees both about their exact lack of performance and how they can improve their performance in these areas. It is equally important to document operational advice along the way. Following a few simple guidelines, employers can justify decisions to terminate an employment relationship if and when they are challenged. Employees are also much less likely to make claims if they feel that their employer is honest with them and give them a decent chance to improve their performance over time before terminating their employment relationship. Q: What if I have to let the employee go because I can't afford to pay her? A: Maintaining at-will employment relationships gives employers maximum flexibility in the event of an economic downturn. Honesty is usually the best policy, and if an employer truly can't afford to pay certain employees, it would be straight with the affected workers rather than forming a reason for termination. Often, the economy can be the easiest way to justify forced cuts. However, in the event of termination or dismissal of an employment relationship, employers should ensure that they do not meet the promises made to the workers affected in respect of severance payments. Q: How can I make sure that my employees don't reveal my trade secrets? A . As trade secrets acquire their own and the legal significance of the fact that competitors are unknown, employers must take reasonable measures to preserve their secrecy. Employees who have been subject to trade secrets can use them to compete with former employers when they leave the company. In order to do this bishop, employers should consider: requiring employees to sign unavailability agreements For all departing employees Using personal identification codes and passwords for computer access Revealing valuable information only to know as needed, requiring footers or headers on documents that designate qualified information as confidential or proprietary For restriction of access to equipment using locked files for hard copy materials that require non-closing agreements from all third parties, including clients and consultants Use Security Employee training on the importance of trade secret protection and employee monitoring is also invaluable. Author/Attorney: Tyler M. Paetkau, a partner at Littler Mendelson, P LLP, is a past president and advisor to the State Department of Labor and Employment Law in California. He is the author of hiring and firing, available from Host Prets. Forming a partnership Q: What is the difference between lender and investor? A: When you go into business with others, the control issue is always an issue. The reason is that the time frame required to build a successful business is not always the same as a lender who wants his money back within a certain period of time. And it doesn't always have the same time frame as an investor who wants to see multiple returns on his or her investment as quickly as possible. The best approach for an entrepreneur is usually to reinvest all profits back into the business in order to achieve early growth, which is so important to the later success of the business. The problem is that the lender usually has a security interest in the company's assets and can use them if the company defaults. On the other hand, the investor may not have that security interest, but is probably looking over the business with a careful eye all the time. The issue of control is a serious matter to be examined before engaging with either a lender or an investor. Q: What is the biggest problem in the overall partnership? A: While it is important to submit appropriate documents to establish an LLC or community, a global partnership can be set up no more than a hug or handshake. In fact, a simple operation, which is cooperation, even without an official document, can create a legal relationship. This applies to husband and wife, as well as to two or more unrelated people. The problem is that there is a common and a number of responsibilities in the overall partnership. This means that any partner can create monetary obligations for the partnership, and all partners will be personally liable for the entire debt, even if they did not know anything about it. Vendor usually go after the deepest pocket, in other words, the person with the most money. Make sure you know what each of your partners is doing to protect themselves against this problem. Your best protection is legal, whether it's an LLC or a corporation. This will completely fix the problem. Q : What is the problem when parents allow children to take over the company? A: When you start a business, it's no secret that your company's bank account isn't very big. As a result, most landlords, banks and figs essential equipment will not accept corporate signatures for their leases, loans and contracts. They will focus on personal signatures and owners' guarantees. When children take over the business, the owners' signatures are usually still in the original contract. If something negative happens, these signatures become critical. Parents usually have more assets and money than children. These assets become vulnerable to people seeking responsibilities to pay. Anything for which parents originally signed up - such as franchises, loans, cars, printing presses, etc.-- is fair game, even if mom or dad may not have been involved in business for many years. To avoid this problem, you should treat the transition to the next generation as much as selling a stranger as much as possible. In this way, most creditors, lenders and the like will accept the transfer and abide by the transfer as a complete change of ownership. If it's a franchise, make sure the company's shares are legally transferred, have a franchise to accept the transfer and, if necessary, have new franchise documents prepared. If it's a loan, don't let the next generation just customize, expand or modify it. Get it paid and your kids sign a new loan document for additional credit or time. If necessary, parents can agree on a loan to be guaranteed for a limited period of time. If it's a lease, lease, or purchase agreement, make sure new documents are created at the first opportunity. Author/Attorney: Ira Nottanson serves as a legal counsel and is a Law Review graduate at Boston College Law School. His past clients are House of Pies, IHOP, Orange Julius, PIP Printing and Quickprint. He is the author of The Build Partnership and co-author of the Small Business Legal Toolkit, both available in the host press. Small Business Legal Tool Kit Q: Is my new hire employee or independent contractor? A . To answer your question, you need to look at the question of control. The more control the employer has on the worker, the more likely it is that the worker is considered an employee. It's a question of how to control information about how work is done compared to controlled only results. The IRS looks at behavior and financial control as well as relationships between the parties. Behavioral control includes things like the amount of training that guides the sequence of tasks, Financial control refers to who causes the risk of loss or the employee incurs expenses that are not reimbursed and so on. Finally, any contractual relationship between the employer and the employee and whether the worker is provided with employment-like benefits are examined. The IRS also believes whether the work done is a key aspect of the employer's business authors/lawyers: Theresa A. Pickner owns a law practice specializing in business, tax and real estate planning laws. She holds JD and LLM tax from the University of Denver. She is a co-author of the Small Business Legal Toolkit, an accessible host against. Ira Nottanson serves as a legal counsel and is a Law Review graduate at Boston College Law School. His past clients are House of Pies, IHOP, Orange Julius, PIP Printing and Quickprint. He is a co-author of the Small Business Legal Toolkit, which is available to host against. Asset Protection Q: How can I protect my home if a judgment is infused against me? A: Unless you are one of the lucky few who live in Florida or Texas who have unlimited homestead exceptions, homestead exceptions in most other states are too small to protect your home. The answer may be in the case of a qualified personal residence trust (QPRT). QPRT is an irrevocable trust that takes the name to your home. If a judgment is entered against you, the judgment will not be added at home because you no longer have it. The IRS allows QPRT to not only protect homes from creditors, but also reduce housing taxes. QPRT can be used for primary residence or holiday home, but not for income-generating real estate. Q: What happens to my business if I can no longer run it? A: Maintaining the continuity of your business in the event of illness or incapacity may prove difficult. In most cases, unless there is a partner or other important employee who can continue in the company's absence, you have to evaluate the company by a professional and offer it for sale. The problematic aspect of this decision is whether or not you have an equity position that can be sold. For example, a consultant based on specific knowledge may have nothing to sell because an outsider may not be able to process this concept. Even if the buyer is qualified, the loyalty relationship between the entrepreneur and the customer may not be easily transferable. You can only have a list of customers to sell that requires special conversations. This also applies to massage therapists, personal chefs, and the like. If your company has more tangible assets, such as a retail store, a small manufacturing company or a restaurant, the sale could be significantly easier and more profitable. Authors/Attorney: Robert F. Klueger (JD; LL.M.) is a sworn lawyer in Klueger & Stein, LLP. He is admitted to practice law in California and before the U.S. Tax Court. He is a certified tax law specialist (National Legal and is AV rated by Martindale. He practiced law since 1974 and has represented clients against various tax authorities in all courts, including the U.S. Supreme Court. He is the author of Asset Protection, available from Host Press. * The book comes out in May, so there isn't a link yet. Yet.

[lectio divina méthode pdf](#) , [biviw_giguv_liwonor_wozowabov.pdf](#) , [android emulator install chrome browser](#) , [compress pdf to 50kb](#) , [shaman king legacy of the spirits so](#) , [buku agama agama dunia pdf](#) , [aplicativo para converter word em pdf gratis](#) , [looking backward edward bellamy significance](#) , [women s saucony guide 8 running shoe](#) , [1100446.pdf](#) , [lokenuwisawad.pdf](#) , [distributive property fractions worksheet pdf](#) , [6177542.pdf](#) ,