Medical physiology questions and answers pdf

1.3.2008 15+ min read The opinions expressed by the entrepreneur's participants are their own. Intellectual property rights Q : If I get a patent for my invention, does that mean I have the right to make, use and sell my invention? A : Do not assume that once you have received your patent, you can then make and sell your invention for free and clearly. One of the most common misconceptions about obtaining a patent is that it gives you the right to practice your invention. The term right to practice usually refers to the right to make, use and sell your invention without affecting the rights of others. In fact, the only right granted by a patent is the right to exclude it. More specifically, the patent gives you the right to exclude or prevent others from making, using, selling, or offering your invention for sale in the United States or importing your invention into the United States. In the case of patents of general interest, that right to exclude it is generally provided for a period of 20 years from the date of filing of a patent application. In the case of model patents, this right lasts 14 years from the granting of the patent. Q : When should I make a patent application? A : The question of when a file is frequent depends on whether you are interested in protecting rights exclusively in the United States, or whether you are also interested in achieving foreign protection. In order to preserve U.S. protection, your patent application must be filed within one year of your invention being published, sold, or offered for sale. However, this us one-year extension does not apply to most other countries. In most countries, the rule is rather that a patent application must be filed before your invention has to be made available to the public. Thus, most people want to make sure that their patent applications are in the archives before their inventions are handed over to outsiders. However, this does not mean that you have to make a patent application in every country you want to do business with before going public. As long as you submit a U.S. application before the invention is announced, you can still pursue patent protection in most other countries if you submit a similar foreign application within one year of the U.S. application. Writers/Lawyers: Catherine J. Holland, J.D.; Vito A. Canuso III, J.D.; Diane M. Reed, J.D.; Sabing H. Lee, J.D.; Andrew I. Kimmel, J.D.; and Wendy K. Peterson, J.D., practice lawyers at Knobbe, Martens, Olson & Bear LLP, one of the largest and most respected U.S. law firms specialized in IP law. In collaboration, they are intellectual property authors available from the Entrepreneur Press. Business contracts Q: How can supplier agreements change the part where the contract is automatically renewed every year? A : This changes easily, like any provision of a pre-printed contract. If there is a a contract drawn up under the terms specific to your company, request that a clause be added stating that, not only because of the other terms of the agreement (this wording is important), the agreement expires after XX years or is automatically renewed no more than XX times. If the contract is fully pre-printed, request that it be overwritten on the pre-printed contract page. In any case, make sure that the contract period to be amended is modified in writing in the written agreement you have signed. Q :What are some of the most important things I have to do when signing an agreement? A : You can do some very simple steps that protect your personal funds and give your business an advantage in a contract dispute. First, make sure that the signature block for the contract is the full legal name of the company and not your personal name. Your personal name as a signatory to the agreement may be signed by your signature, but the agreement must clearly state the full legal name of your company as the agreed-on 100%. If you want to gain the upper hand in contract disputes, make sure that each contract you sign has two originals and keep one of them. Sign each page of both final signed agreements in ink color that doesn't copy well, like red. This prevents anyone from rewriting the part of the agreement in order to benefit the other party from it and to present the re-enlisted contract as original. Writer/lawyer: Laura Plimpton has 26 years of experience as a corporate lawyer, business owner and management consultant. He has reviewed or drafted more than 12,000 contracts. He is the author of Business Contracts, available from entrepreneur press. Hiring and firing Q: Can I monitor my employees' email? Do I have to tell them? A : Employers monitor workers' e-mails for three reasons: (1) preventing/combating harassment and discrimination in the workplace, (2) preventing the disclosure of trade secrets and unfair competition, and (3) improving the performance and productivity of workers. However, it is important that employers who want to track employees' emails reduce employees' reasonable expectations of privacy in their email. Most courts have recognised that employees have naturally reduced expectations of privacy when using for employer-provided devices such as computers and mobile phones. In order to reduce such expectations, all employers should adopt a policy that clearly states that the computers provided by the employer are the property of the employer, that they must be used for legitimate business purposes and that the employer reserves the right to supervise for the above reasons. Q: What is family leave, Do I have to give it to you? A : The Federal Family and Sick Leave Act (FMLA) is the federal primary law that requires covered employers - those with 50 or more employees within a 75-mile radius - unpaid leave of up to 12 weeks for eligible workers. Most importantly, the FMLA notes that whenever there is a difference between family and sick leave requirements under federal and state law, the employer must comply with all regulations that provide the employee with greater family leave rights. The FMLA provides for a maximum of 12 weeks' leave per year: 1) the birth, adoption or foster care of a child, 2) the care of a seriously healthy family member, or 3) the employee's own serious health. Leave is unpaid (except when taking leave, sick leave or paid time off), but the employer must continue with group health benefits during the holiday. The employee has the right to return to the same or similar position at the end of the holiday. A : a serious health condition includes pregnancy-related injuries. In particular, the FMLA definition of a serious state of health includes any period of incapacity for work due to pregnancy or prenatal care. Employers should note that some states, such as California, have separate rules requiring pregnancy disability leave. The FMLA also covers the pregnancy-related injury of a member of the employee's family. FmLA applies to employers with at least 50 employees. Eligible workers are those who (1) have worked for the employer for more than 12 months before the start of the holiday, 2) worked at least 1,250 hours during the 12 months preceding the start of the leave, and 3) worked in a place where the employer has at least 50 employees within 125 kilometres of that place. Q : What do I do if I want to fire an employee who is not doing his job well? A: This is a complex question to which the answer depends greatly on the circumstances. Communication with employees is critical, and dismissal must not come as a surprise to the employee. Therefore, even if employment is explicitly at-will, it is important to advise on the precise performance of low-performing workers and how they can improve their performance in these sectors. It is equally important to document performance advice along the way. By following a few simple instructions, the employer can justify termination decisions if and when challenged. Moreover, workers are unlikely to be able to make claims if they believe that their employer has been fair to them and has given them sufficient opportunity to improve their performance over time before dismissal. Q: What if I have to lay off an employee because I can't afford to pay him? A : Maintaining at-will employment relationships gives employers as much flexibility as possible in the event of economic downturns. Honesty is usually best practice, and if an employer really can't afford to pay certain employees, it should be directly to the non-commissioned employees and not Termination. Often economics can be the easiest way to justify However, in the event of dismissal or lay-offs, the employer should ensure that they do not breach the promises of redundancy payments to which they relate. Q : How can I ensure that my employees do not disclose my company's trade secrets? A : Since trade secrets take their value and legal significance from the fact that competitors do not know this, employers must take reasonable steps to maintain their secrecy. Workers exposed to trade secrets can use them to compete against their former employers when they leave the company. To combat this, employers should consider: Requiring employees to sign non-disclosure agreements Conduct exit interviews for all departing employees Using personal identification codes and passwords to access a computer Disclosure of valuable information only in secret when required for footers or headers to documents, where qualifying information is called confidential or proprietary restrictions on the use of premises The use of locked files on hard copy material requiring confidentiality agreements from all third parties, including clients and consultants On-site use of security Training workers on the importance of professional secrecy protection and worker control is also invaluable. Writer/Attorney: Tyler M. Paetkau, Partner Littler Mendelson, P.C. LLP, is a former chairman and advisor to the Department of Labor and Labor Law at the State Bar of California. He is the author of Hiring and Firing, available from the Entrepreneur Press. Forming a partnership Q : What is the difference between a lender and an investor? A : When you start trading with others, the issue of supervision is always a problem. The reason is that the timeframe needed to build a successful business is not always the same as that of a lender that wants its money back within a certain period of time. And it's not always the same schedule as an investor who wants to see multiple returns on his investment as quickly as possible. The best approach for an entrepreneur is usually to invest all the profits back into the business to achieve early growth so important to the success of the business. The problem is that the lender usually has a security interest in the company's assets and can seize them if the company fails to meet its obligations. On the other hand, the investor may not have this security interest, but he is likely to look at the business carefully all the time. The issue of supervision is a serious issue that needs to be investigated before it relates to a lender or investor. Q : What is the main problem with the overall partnership? A : While it is important to do the appropriate paperwork to create an LLC or company, a general partnership can only be created or a handshake. In fact, mere cooperation, even without an official document, a document, establish a legal relationship. This applies to both husband and wife and two or more genuses. The problem is that there is solidarity in the overall partnership. This means that any partner can create financial obligations to the partnership and all partners are personally liable for the entire debt, even though they knew nothing about it. Debts usually go after the deepest pockets, that is, the person with the most money. Make sure you know what each of your partners is doing to protect themselves from this issue. Your best protection is to form a legal entity, be it an LLC or a company. This completely eliminates the problem. Q : What is the problem when parents let children take over the business? A : When you start a business, it is no secret that the company bank account is not very large. As a result, most landlords, banks and buyers of major equipment do not accept the company's signature on their leases, loans and contracts. They demanded personal signatures and guarantees from the owners. 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 tend to have more possessions and money than children. These funds are vulnerable to people who want to pay off obligations. Everything the parents originally signed - such as the franchise, loan, car, printing press, etc. - is fair game, although mom or dad may not have been involved in the business for many years. To avoid this problem, you should treat the transition to the next generation as much as selling to a stranger as possible. In this way, most creditors, lenders and others accept the transfer and respect the transition as a complete change of ownership. If it's a franchise, make sure the company's shares are transferred legally, have the franchisee approve the transfer, and prepare new franchise documents if necessary. If it's a loan, don't let the next generation just adjust, expand, or edit it. Pay it off and invite your children to sign a new loan document for additional credit or time. If necessary, parents may agree to guarantee the loan for a limited period of time. In the case of a lease, lease or purchase agreement, make sure that new documents are created at the first opportunity. Writer/Attorney : Ira Nottonson works as a legal consultant and is a law review graduate of Boston College Law School. His previous clients include House of Pies, IHOP, Orange Julius, PIP Printing and Quickprint. He is the author of Forming a Partnership and also author of The Small Business Legal Toolkit , both of which are available from the Entrepreneur Press . Small Business Legal Tool Kit and taxes) Q : Is my new employee an employee or an independent contractor? A: A: if you answer your question, you will have to look at supervision. The more the employer controls the employee, the more likely the employee is to be considered an employee. It's about the details of the job and just managing the results. The IRS reviews behavioral and financial surveillance and the relationship between the parties. Behavioral controls include, for example, the amount of training that controls the task series, etc. Financial control refers to who is at risk of loss, whether the employee incurs non-reimbursed costs and other expenses. Finally, we will examine the contractual relations between the employer and the employee and whether the employee is given employee benefits. The IRS is also considering whether the work performed is a key part of the employer's business Factors/Lawyers: Theresa A. Pickner owns a legal practice that specializes in commercial, tax and property planning law. He has J.D. and LL.M. in taxation from the University of Denver. He is co-author of The Small Business Legal Toolkit, available in the Entrepreneur Press. Ira Nottonson works as a legal consultant and is a Boston College Law School graduate law review. His previous clients include House of Pies, IHOP, Orange Julius, PIP Printing and Quickprint. He has co-authored the Small Business Legal Toolkit from the Entrepreneur Press. Asset protection Q: How can I protect my home if I have been convicted? A : Unless you're one of the lucky few to live in Florida or Texas with unlimited home space exemptions, homestead exemptions in most other states are too small to protect your home. A valid Personal Residence Foundation (QPRT) can be the answer. QPRT is an irreversible trust that takes the title home. If you've been convicted, the verdict won't stick to home because you no longer own it. QPRTs have been allowed by the IRS to not only protect the home from creditors, but also reduce property taxes. QPRT can be used for primary or holiday homes, but not for income-generating property. Q: What happens to my company if I can no longer run it? A: Maintaining the continuity of your business in the event of illness or disability may prove difficult. In most cases, unless there is a partner or other key person who can continue the business while you are away, you need to value the business with a professional and offer it for sale. The problematic aspect of this decision is whether you have an equity position that can be sold. For example, a consultant whose business is based on special expertise may not have anything to sell because an outsider may not be able to handle the concept. Even if the buyer is qualified, the loyalty relationship between the entrepreneur and the customer may not easily transferable. Only a list of customers that requires special negotiation can be for sale. This also applies to massage therapists, personal chefs and others. If your business has more tangible assets, such as retail, a small manufacturing company, or a restaurant, sales can be significantly easier and more profitable. Writers/Attorney: Robert F. Klueger (J.D.; LL.M.) is an attorney for Klueger & Stein, LLP. He has been approved for law in California and the U.S. Tax Court. He is a certified Tax Law Expert (State Bar Board of Legal Specialization) and an AV rating from Martindale. He has practiced law since 1974 and represented clients against various tax authorities in all courts, including the U.S. Supreme Court. He is the author of Asset Protection, available in the Entrepreneur Press. *The book will come out in May, so there is no link yet. Still.