

## Employee Confidentiality Agreement Template

This Confidentiality (“Agreement”) is entered into between \_\_\_\_\_ (“Employee”) and \_\_\_\_\_ (“Employer”).

### ARTICLE I: CONFIDENTIAL INFORMATION

A. The Employee understands that the Confidential Information and Proprietary Data are trade secrets of the Employer and must always take reasonable steps in order to protect the confidentiality of said information.

C. The Employee agrees not to use any Confidential Information or Proprietary Data for their personal benefit or for the benefit of others during their employment.

D. The Employee agrees Confidential Information and Proprietary Data is the exclusive property of the Employer and will not remove it from the premises of the Employer under any circumstances, unless granted prior written approval by the Employer. If it is removed, then upon any termination, the Employee must return the information and data and must not make any copies.

E. The Employee agrees that notes, notebooks, computer disks and other devices that contain Confidential Information or Proprietary Data are the property of the Employer.

F. The Employee agrees that he or she will not disclose to any person or entity, either directly or indirectly, the Confidential Information or Proprietary Data. Any use or disclosure of Confidential Information or Proprietary Data is cause for an action by the court of the State of [State] or a federal court.

### ARTICLE II: INVENTIONS

A. During employment with the Employer, the Employee must disclose, in writing, to the Employer all discoveries, improvements and inventions even if it isn’t registrable under Copyright, whether the discoveries, improvements and inventions was made alone or with others. The Employee agrees that all discoveries, improvements and inventions (intellectual, visual or material) are the Employer’s sole property.

B. The Employee agrees that the Employer has all the right, title and interest to all discoveries, improvements and inventions, but the exception applies to discoveries, improvements and inventions under Section C below.

C. In this Agreement, if discoveries, improvements and inventions are completely qualified for protection under state labor code(s), then:

Provisions in an employment agreement where an employee offers to assign his or her rights in an invention to their employer does not apply to an invention where no equipment, supplies, facility or trade secret information of the employer was used and which was developed solely on the employee's time, and does not relate to the business of the employer or to the employer's anticipated research or development.

D. If the Employee makes discoveries, improvements and inventions prior to this Agreement's execution and isn't included within the provisions under "Exhibit A" then the discoveries, improvements and inventions are not covered by this Agreement.

### **ARTICLE III: COVENANT NOT TO COMPETE**

A. During the employment time period of the Employee to the Employer, the Employee agrees not to engage with the business competition without the Employer's prior written consent.

B. After termination, the Employee agrees that future employment with business competition requires the Employee to inform the new employer that they cannot disclose Confidential or Proprietary Information that the Employee learnt during their employment with the Employer.

### **ARTICLE IV: NATURE OF RELATIONSHIP**

It is agreed that this Agreement does not define the terms of the contract, nor does this Agreement guarantee the continuation of employment between the Employer and Employee. Both parties understand that the Employee's relationship with the Employer is terminable "at will," therefore either Employer or Employee has the right to terminate the relationship with or without cause or even prior notice.

### **ARTICLE VI: MISCELLANEOUS PROVISIONS**

A. This Agreement ensures that successors of the Employer are binding upon the Employee's heirs, administrators and representatives.

B. For enforcement purposes, the provisions of this Agreement are severable. If a provision is unenforceable then it is severed from the remainder of this Agreement and the remainder of the Agreement continues to be enforceable.

C. This Agreement will be interpreted under and governed by State laws of (your state) as applies to the agreement that is made and performed within the State.

D. No amendment or termination of this Agreement is binding unless it is in writing and has been signed by an authorized person of the Employer.

E. This Agreement comprises the entire agreement between the Employer and the Employee in relation to the subject matter within and supersedes any previous agreements between both parties in relation to confidentiality.

F. This Agreement is effective as of the date written below:

**Employee**

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Employer**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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