

Employee Confidentiality Disclosure Agreement Template

This Agreement, by and between **[Company Name]**, and **[Employee Name]**, dated _____, 20____, shall be bound to the covenants listed in this agreement.

Term of Agreement

The **[Company]**, and **[Employee]**, abide by this Agreement for their mutual benefit, and based on the working relationship which is established by the **[Company]**. The Agreement is effective from the moment this document is signed by both parties, and shall remain intact for the duration of the Employee's term with the Company and for a duration of [amount of time] thereafter.

WHEREAS, the **[Company]**, agrees to maintain the confidentiality of Proprietary

The **[Company]** and **[Employee]** hereby agree to the following, including the addition clauses:

- 1) The Employee must not disclose Proprietary Information of the **[Company]** at any time between the date this disclosure is signed, for a period of time outlined in the terms of agreement. The only situations in which said Employee shall disclose Proprietary Information is to within the organization, and only when such persons need to know and are bound in writing to protect the confidentiality.
- 2) The Company may disclose Employee documents, plans, processes, inventions, trade knowledge and other intellectual property, if the Employee has shared this information as it concerns their role and responsibilities. Anything the Employee has previously shared and is now public domain (i.e. Printed publication, patent), is protected and cannot be exploited by **[Company]**..
- 3) Anything created by the Employee during their time working with **[Company]**, is deemed the sole property of **[Company]**. This Agreement does not grant the Employee and any licenses, patents, or similar rights to such property.
- 4) The Employee shall return all company material at the request of **[Company]**.



Use this template in combination with legal guidance.

Additional Clauses

Non-Compete

The Employee agrees that during the duration of their contract term, and the time after, as set forth in the terms and conditions, the employee will not engage in business activity that is in any way in competition with **[Company]**. In addition, the Employee agrees to refrain from working with any company which is a competing entity, regardless of if the relationship is for the Employee's benefit or for another person or business.

Customer contact

The Employee is prohibited to enter into contact with any of the Company's customers or clients, whom the Employee has come to know during their term of employment. At the same time, the Employee must not disclose any contact or personal information of the Company's customers or clients to other people, or corporations.

Non-solicitation

The Employee agrees to not hire another employee or contractor in their place to perform the duties they are required, as per their contract.

Breach Clause

Should either party breach what is outlined in this disclosure agreement, legal action will be taken. This Agreement is binding upon signature and must be upheld for the duration set forth under the terms of agreement.

Any breach by the Employee of any of the Company's obligations under this Agreement will result in inquiry. If necessary, an investigation on the damages may need to be conducted.

Non-waiver

Failure to adhere to and maintain strict compliance with the terms set forth, shall not be deemed as a waiver of the Employee rights that the Company has signed upon in the Employee contract. Additionally, unless expressed in written form and duly signed, no waiver shall be deemed to be valid.



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Prior Agreements

This non-disclosure agreement superseded all prior agreements in relation to the same matter, whether they be written or verbal. This Agreement shall not be modified, in whole or in part.

All parties fully agree to the terms and conditions, and additional clauses as outlined in this Agreement.

This non-disclosure Agreement is governed by and will be followed in accordance with the laws of [List your State], and the courts of [Your State].

In witness whereof, this Agreement has been signed and delivered as of the date indicated within this contract.

Employee Signature

Date

Company Official Signature

Date

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