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Confidentiality agreement employees template

An employee confidentiality agreement, or non-disclosure agreement or an "NDA," makes it crystal clear to an employee that he or she cannot under any circumstance, with the exception of prior written approval, disclose company secrets. During the employee's first day, it is recommended that in addition to their contract, the employee should sign the employee confidentiality agreement so that both parties are protected by law. Additionally, the employee confidentiality agreement is valid until the employee's termination, or sometimes even for a period of time after termination. Furthermore, the agreement is binding until the information becomes commonplace or the employee is released from the agreement. We recommend having legal counsel review this employee confidentiality agreement before you or the employee dates and signs the employee confidentiality agreement. Employee Confidentiality Agreement Template This Confidentiality ("Agreement") is entered into between _____ ("Employee") and _____ ("Employer").

ARTICLE I: CONFIDENTIAL INFORMATION 1. 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. 2. 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. 3. 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. 4. The Employee agrees that notes, notebooks, computer disks and other devices that contain Confidential Information or Proprietary Data are the property of the Employer. 5. 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 1.** 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. 2. 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. 3. 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. 4. 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 1.** 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. 2. 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 1.** This Agreement ensures that successors of the Employer are binding upon the Employee's heirs, administrators and representatives. 2. 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. 3. 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. 4. 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. 5. 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. 6. 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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With shift collaboration, you can make employee scheduling a breeze. In addition, make the switch from pen and paper to digital checklists and forms that employees can access at any time from any location. This helps increase compliance and makes it easier for employees to fill out forms in real time while in the field. Enhance professional skills In the click of a button, employees have direct access to information, procedures, policies and training materials. Easily create a knowledge base and a virtual library so employees have easily access files, media, professional courses, quizzes and web-services to enhance their professional skills. Connect all your employees with our employee app Over 8,000 companies trust Connecteam to keep everyone on the same page and better management, plus so much. Connecteam is available at a fixed monthly price, starting at just \$39 a month, for up to 200 users. Sign up now to enjoy the free plan! The sole purpose of the employee non-disclosure agreement is to make clear to an employee that he or she may not disclose your trade secrets without permission. Lawyers recommend that employees use such agreements prior to an employee starting work. If the agreement is with a current employee, we recommend that you give the employee something of value over and above normal salary and benefits. **Employee NDA Template – Adobe PDF, Microsoft Word (.docx) Independent Contractor NDA – Otherwise known as a "1099 contractor" referring to the tax status of the individual.** Much like the employee NDA, allows a company to protect its proprietary information while hiring the services of an independent contractor. Table of Contents Under the Defend Trade Secrets Act, employers are now required to include a Notice of Immunity provision in any contract or agreement with an employee that governs the use of a trade secret or other confidential information. The notice should also be included in agreements for independent contractors as well. An employer who fails to include the provision is prohibited from recovering exemplary (double) damages and attorney fees from the employee or IC. The failure to include the provision does not prevent filing in federal court under the D TSA. **Employee NDA Sample** This agreement (the "Agreement") is entered into by _____ ("Company") and _____ ("Employee"). [Alternative 1] In consideration of the commencement of Employee's employment with Company and the compensation that will be paid, Employee and Company agree as follows: [Alternative 2] In consideration of Employee's continued employment with Company and also in consideration of [Choose One] – the amount of \$ _____ – options to purchase shares of Company's stock – _____ the receipt and sufficiency of which is acknowledged, the parties agree as follows: 1. Company's Trade Secrets In the performance of Employee's job duties with Company, Employee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to: (a) technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence; (b) information concerning Company's business, including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies; (c) information concerning Company's employees, including salaries, strengths, weaknesses, and skills; (d) information submitted by Company's customers, suppliers, employees, consultants or co-venture partners with Company for study, evaluation or use; and (e) any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business. 2. Nondisclosure of Trade Secrets The Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. The Employee will not disclose such information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes or the benefit of anyone other than Company. However, Employee shall have no obligation to treat as confidential any information which (a) was in Employee's possession or known to Employee, without an obligation to keep it confidential, before such information was disclosed to Employee by Company; (b) is or becomes public knowledge through a source other than Employee and through no fault of Employee, or (c) is or becomes lawfully available to Employee from a source other than Company. 3. Confidential Information of Others The Employee will not disclose to Company, use in Company's business, or cause Company to use, any trade secret of others. 4. Return of Materials When Employee's employment with Company ends, for whatever reason, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. The Employee will also return to Company all equipment, files, software programs and other personal property belonging to Company. 5. Confidentiality Obligation Survives Employment Employee's obligation to maintain the confidentiality and security of Confidential Information remains even after Employee's employment with Company ends and continues for so long as such Confidential Information remains a trade secret. 6. General Provisions (a) Relationships: Nothing contained in this Agreement shall be deemed to make Employee a partner or joint venturer of Company for any purpose. (b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best to effect the intent of Company and Employee. (c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both Company and Employee. (d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. (e) Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore the Employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company. (f) Indemnity: The Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of the Employee's breach of this Agreement. (g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures. (h) Governing Law: This Agreement shall be governed in accordance with the laws of the State of _____. (i) Jurisdiction: The Employee consents to the exclusive jurisdiction and venue of the federal and state courts located in _____ in any action arising out of or relating to this Agreement. The Employee waives any other venue to which the Employee might be entitled by domicile or otherwise. (j) Successors & Assigns: This Agreement shall bind each party's heirs, successors and assigns. The Company may assign this Agreement to any party at any time. The Employee shall not assign any of this or her rights or obligations under this Agreement without Company's prior written consent. Any assignment or transfer in violation of this section shall be void. 7. Notice of Immunity The Employee is provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order. 8. Signatures The Employee has carefully read all of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect Company's interests. The Employee has received a copy of this Agreement signed by the parties. Employee Signatures _____ Print Name _____ Date _____ Company Signatures _____ Print Name _____ Date _____

Introductory Paragraph Fill in the name of the company and employee. Select Alternative 1 if a new employee will be signing the agreement. Select Alternative 2 if the agreement is with a current employee. To ensure that the agreement will be legally binding, the employee should receive something of value over and above normal salary and benefits for signing it- for example, cash, additional vacation time, stock options or other benefits. Specify the compensation to be provided. It does not have to be substantial. For example, several additional days of vacation per year should do it. 1. Company's Trade Secrets This clause defines your company's trade secrets. You don't need to add anything to it; it sets out the types of information and material that should be considered trade secrets. There are several ways to define your company's trade secrets; you can use any of the alternatives provided here. 2. Non-Disclosure of Trade Secrets This clause bars the Employee from making unauthorized disclosures of your trade secrets. It also requires the employee to protect the trade secrets and shows that you're serious about keeping trade secrets secret. This clause also explains that the employee's nondisclosure obligation does not extend to information the employee knew before coming to work for the company information learned from sources outside the company, information that is public knowledge (so long as the employee didn't make it public). 3. Confidential Information of Others It's a good idea to remind new employees not to disclose to the company trade secrets learned from prior employers or others. Employers who take advantage of such information can easily end up being sued. 4. Return of Materials This clause requires employees to return all materials containing trade secrets when they leave the company. They should be reminded of this obligation before they leave. (See Chapter 2 for suggestions on conducting an "exit interview" when an employee leaves.) 5. Confidentiality Obligation Survives Employment This makes clear that the employee's duty not to disclose confidential information does not end when the job does. As long as the material remains a trade secret, the duty to keep it secret remains. Defend Trade Secrets Act Employees who want to take advantage of the provisions in the Defend Trade Secret Act (View Statute) for obtaining punitive damages and attorney fees from an ex-employee or independent contractor must include a whistleblower provision in all nondisclosure agreements executed after its passage of the law (May 11, 2016). The failure to include the provision does not prevent filing in federal court, it only prevents recovery of punitive damages and attorney fees. In other words, the provision is strongly recommended but not mandatory. Notice of Immunity from Liability. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order. State laws may prohibit employees from stealing trade secrets even in the absence of nondisclosure agreements. State laws prohibit employees from improper disclosure of your trade secrets even without using an NDA. We advise you to use an NDA because it's possible to obtain additional benefits when suing over a broken contract including increased damages, payment of attorney fees and a guarantee as to where or how the dispute will be resolved. Protecting Trade Secrets The most prudent means of guaranteeing your company's ownership of a trade secret developed by your employees is to use a written legal agreement. (It's possible, under certain circumstances, for an employer to acquire rights to an employee-created trade secret without a written agreement under legal rules known as "employed to invent" and "work made for hire") laws. Two types of agreements work: an agreement signed before the employee begins working for you, or one signed after work has started, called an assignment. An agreement signed during or after employment requires additional payment. California Law Establishes Trade Secret Ownership. California is unique in that its laws expressly establish that the employer owns trade secrets created by an employee. (Cal. Labor Code Sec. 286D). However, an employer in California would not own trade secrets created on an employee's own time without the use of employee materials. Although the law does not require a contract, it's a good idea to buttress your position in California by the use of a written agreement. Violating Trade Secrets According to the Gonzaga University study on misappropriation of trade secrets over the last 50 years, it has been determined that former employees make up roughly 77% of all trade secret violation filings.

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