

Workplace Intellectual Property Confidentiality Agreement

This Intellectual Property Confidentiality Agreement ("Agreement") is entered into by and between:

Company: _____

Employee/Contractor: _____

Effective Date: _____

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" includes, but is not limited to, proprietary information, trade secrets, inventions, technical data, know-how, research, product plans, products, services, customer lists, business plans, and all non-public information relating to the Company.

2. Obligations of Confidentiality

- The Recipient agrees not to disclose any Confidential Information to any third party.
- The Recipient agrees to use Confidential Information solely for purposes required by their employment or contract with the Company.
- All reasonable efforts must be made to protect the confidentiality and security of such information.

3. Exclusions

Confidential Information does not include information that is:

- Already known to the Recipient prior to disclosure;
- Publicly available through no fault of the Recipient;
- Received lawfully from a third party without any obligation of confidentiality;
- Independently developed by the Recipient without use of Confidential Information.

4. Return of Materials

Upon termination of employment or upon request, the Recipient must promptly return all materials containing Confidential Information to the Company.

5. Intellectual Property

All inventions, developments, and works created in the course of employment or engagement with the Company, whether or not developed during work hours or using Company resources, shall remain the sole property of the Company.

6. Duration

The obligations of this Agreement will remain in effect both during and after the term of employment or engagement with the Company.

7. General Provisions

This Agreement constitutes the entire understanding regarding confidentiality and intellectual property and supersedes any prior agreements. This Agreement shall be governed by the laws of

_____.

Employee/Contractor Signature:

Date:

Company Representative Signature:

Date:
