

# Employee Confidentiality Agreement for IT Projects

This Confidentiality Agreement ("Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Employer:** \_\_\_\_\_

**Employee:** \_\_\_\_\_

**Position/Role:** \_\_\_\_\_

## 1. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" means any information, data, or materials—whether oral, written, electronic, or in any other form—concerning the Employer's IT projects, systems, clients, software, business processes, designs, inventions, source code, trade secrets, or any other proprietary information disclosed to or accessed by the Employee during the course of employment.

## 2. Obligations of Employee

1. The Employee agrees not to disclose, discuss, or otherwise reveal any Confidential Information to any third party without prior written consent from the Employer.
2. The Employee agrees to use Confidential Information solely for the purpose of fulfilling their job responsibilities related to the Employer's IT projects.
3. The Employee will take reasonable measures to protect the confidentiality and security of all Confidential Information at all times.
4. Upon termination of employment or upon Employer's request, the Employee shall promptly return all physical and electronic copies of Confidential Information.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes public knowledge through no fault of the Employee;
- Is lawfully received from a third party with no duty of confidentiality;
- Is independently developed by the Employee outside the scope of employment without reference to Confidential Information.

## 4. Term

This Agreement remains in effect during the period of employment and for a period of two (2) years following termination of employment.

## 5. Breach and Remedies

Any breach of this Agreement may result in disciplinary and/or legal action, including but not limited to termination of employment and injunctive relief.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of

\_\_\_\_\_.

\_\_\_\_\_

Employee Signature

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

\_\_\_\_\_

Employer Signature

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