

Staff Non-Disclosure Covenant Sample

1. Purpose

This Non-Disclosure Covenant ("Covenant") is entered into by and between the undersigned staff member ("Staff") and [Company/Organization Name] ("Company"), with the purpose of protecting confidential and proprietary information disclosed to Staff during the course of employment.

2. Definition of Confidential Information

For the purposes of this Covenant, "Confidential Information" shall mean any information, whether written, oral, or electronic, disclosed to Staff that is not publicly available and relates to the Company's business, including but not limited to:

- Business plans and strategies
- Financial data
- Product designs and specifications
- Customer and supplier lists
- Marketing data
- Research and development
- Personnel information

3. Obligations of Staff

Staff agrees to:

- Maintain confidentiality of all Confidential Information
- Refrain from disclosing Confidential Information to any third party without prior written consent of the Company
- Use Confidential Information solely for the purpose of fulfilling job responsibilities
- Take reasonable steps to protect and prevent unauthorized disclosure or use of Confidential Information

4. Exclusions

The obligations contained herein do not apply to information that:

- Is or becomes publicly available through no fault of Staff
- Is lawfully obtained by Staff from a third party not under confidentiality obligation
- Is independently developed by Staff without reference to the Confidential Information
- Is required to be disclosed by law or court order, provided that Staff gives prompt notice to the Company

5. Return of Materials

Upon termination of employment or at the Company's request, Staff agrees to return all materials containing Confidential Information to the Company, including physical and electronic documents.

6. Duration

The confidentiality obligations of Staff shall remain in effect both during and after the period of employment, for a period of [X] years following termination, or as required by law.

7. Enforcement

Staff understands that any violation of this Covenant may result in disciplinary actions up to and including termination of employment, and may also subject Staff to legal remedies available to the Company.

8. Acceptance

By signing below, Staff acknowledges understanding and acceptance of the terms and obligations of this Non-Disclosure Covenant.

Staff Name & Signature

Date:

For [Company/Organization Name]

Date: