

Employee Intellectual Property Confidentiality Agreement

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

Company: _____

Address: _____

Employee: _____

Date: ____ / ____ / _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public information, whether written, oral or in other forms, including but not limited to inventions, trade secrets, know-how, designs, processes, computer programs, business strategies, financial information, and any other information disclosed or made available to Employee by the Company.

2. Non-Disclosure & Use

- The Employee shall hold all Confidential Information in strict confidence and shall not disclose it to anyone.
- The Employee shall use Confidential Information solely for legitimate job responsibilities and not for personal benefit or the benefit of any third party.

3. Intellectual Property Assignment

The Employee agrees that all inventions, works of authorship, developments, improvements or trade secrets that are conceived, developed or made during the course of employment are the exclusive property of the Company.

4. Exceptions

The obligations above do not apply to information that:

1. Is or becomes publicly known without breach of this Agreement;
2. Is already known to Employee prior to disclosure by Company;
3. Is received lawfully from a third party without restriction.

5. Return of Materials

Upon termination of employment or upon request by the Company, the Employee shall promptly return all documents, materials or property containing Confidential Information.

6. Term

This Agreement remains in effect during and after termination of employment, for as long as the Confidential Information remains confidential.

7. General Provisions

- This Agreement constitutes the entire understanding between the parties relating to confidentiality and intellectual property.
- If any term is held invalid, the remainder will continue in full force and effect.
- This Agreement is governed by the laws of _____.

Employee Signature

Date: ____ / ____ / ____

Company Representative

Date: ____ / ____ / ____