

# Employee Intellectual Property Non-Disclosure Agreement

This Employee Intellectual Property Non-Disclosure Agreement ("Agreement") is made and entered into as of the date signed below between:

- **Company:** \_\_\_\_\_ ("Company")
- **Employee:** \_\_\_\_\_ ("Employee")

## 1. Definition of Confidential Information

"Confidential Information" means all non-public information disclosed to, or accessed by, the Employee in written, oral, electronic, or any other form, relating to the business, products, research, development, inventions, financial information, trade secrets, and intellectual property of the Company.

## 2. Non-Disclosure Obligation

Employee agrees not to use, disclose, reproduce, or otherwise make available any Confidential Information except as required within the scope of their employment and for the benefit of the Company.

## 3. Ownership of Intellectual Property

All inventions, works, and developments created or conceived by Employee within the scope of their employment, whether solely or jointly, shall be the exclusive property of the Company.

## 4. Exclusions

The obligations in this Agreement do not apply to information that (a) is or becomes publicly available without breach by Employee, (b) is rightfully received from a third party without restriction, or (c) is independently developed by Employee without use of Company's Confidential Information.

## 5. Return of Materials

Upon termination of employment or at the Company's request, Employee will promptly return all materials containing or derived from Confidential Information.

## 6. Term

The obligations regarding Confidential Information survive after the end of Employee's employment for as long as the information remains confidential.

## 7. General Provisions

- This Agreement is governed by the laws of \_\_\_\_\_.
- No amendment will be effective unless in writing and signed by both parties.
- If any provision is found unenforceable, the remaining provisions remain in effect.

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Employee Signature

Name: \_\_\_\_\_

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

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Company Representative Signature

Name & Title: \_\_\_\_\_

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

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