

Employee Non-Disclosure and Invention Assignment Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Employee Non-Disclosure and Invention Assignment Agreement

This Employee Non-Disclosure and Invention Assignment Agreement (this "Agreement") is made on [Date] between [Employer full legal name] of [Employer address] (the "Employer") and [Employee full legal name] of [Employee address] (the "Employee").

The Employer employs, or is about to employ, the Employee in the position of [Job title]. In the course of that employment, the Employee will have access to confidential and proprietary information belonging to the Employer and, in some cases, to the Employer's clients or partners. This Agreement sets out how the Employee must treat that information, and who owns the work the Employee creates, for as long as the employment relationship continues and after it ends.

1. Confidential Information

"Confidential Information" means any non-public information belonging to the Employer, or to a third party that has disclosed information to the Employer under an obligation of confidence, that the Employee learns of, creates, or has access to because of the employment — in any form, whether or not it is marked confidential.

It includes, without limitation: trade secrets, business and financial information, pricing, forecasts, customer and supplier lists, marketing and business plans, product designs and roadmaps, source code, algorithms, technical data and know-how, personnel and compensation information about other employees, and the terms of this Agreement itself.

2. Effective Date and Term

This Agreement takes effect on [Effective date] and continues for as long as the Employee is employed by the Employer, in any role. It is not tied to a single project or transaction, and it does not itself create any fixed term of employment.

3. Obligations of the Employee

The Employee shall keep all Confidential Information strictly confidential, take at least reasonable care to protect it, and not disclose it to any person outside the Employer except as this Agreement or the Employer expressly permits.

The Employee may discuss Confidential Information with other employees or contractors of the Employer who need it to do their jobs and who are themselves bound by confidentiality obligations. The Employee remains responsible for handling

Confidential Information appropriately even when working with them.

4. Permitted Use

The Employee shall use Confidential Information only to perform the Employee's duties for the Employer. The Employee shall not use Confidential Information for personal benefit, for the benefit of any other person or organization, or in any way that competes with or harms the Employer, whether during employment or afterward.

5. Exclusions

The obligations in this Agreement do not apply to information that the Employee can show:

- (a) was already lawfully known to the Employee, without any duty of confidentiality, before the Employer disclosed it;
- (b) is or becomes public through no act or omission of the Employee;
- (c) is lawfully received from a third party who is free to disclose it; or
- (d) was independently developed by the Employee without reference to the Confidential Information and outside the scope of the Employee's duties.

6. Invention and Work Product Assignment

The Employee assigns to the Employer all right, title and interest in any invention, discovery, design, work of authorship, process, improvement or other work product (together, "Work Product") that the Employee conceives, develops or reduces to practice during employment and that either relates to the Employer's business or actual or anticipated research, or is developed using the Employer's time, equipment, facilities or Confidential Information.

The Employee shall promptly disclose all such Work Product to the Employer and, at the Employer's request and expense, sign any document reasonably needed for the Employer to obtain, perfect, or enforce its ownership of it, including patent and copyright applications.

This clause does not apply to an invention the Employee developed entirely on the Employee's own time, without using the Employer's equipment, supplies, facilities or Confidential Information, and that neither relates to the Employer's business or actual or demonstrably anticipated research or development, nor results from any work the Employee performed for the Employer. Where the law of the state or country governing this Agreement places further limits on assigning an employee's inventions, that law controls over any conflicting term above.

7. Required Disclosure

If the Employee is required by law, regulation, court order or a regulator to disclose Confidential Information, the Employee may do so — but only to the extent required, and shall (where lawful and practicable) notify the Employer first so the Employer has an opportunity to seek protective treatment. Nothing in this Agreement limits the Employee's right to report a possible violation of law to a government agency or to receive an award for doing so, and nothing in it restricts the Employee from discussing or disclosing the Employee's own wages or working conditions, or from exercising any other right protected by applicable labor law.

Notice of immunity under the U.S. Defend Trade Secrets Act (18 U.S.C. § 1833(b)), where that Act applies: an individual is not criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a federal, state or local government official, or to an attorney, solely to report or investigate a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if the filing is made under seal. An individual who files a lawsuit against an employer for retaliation for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use it in the court proceeding, if any document containing it is filed under seal and it is not disclosed except under court order.

8. Survival After Employment Ends

The Employee's obligations of confidentiality under this Agreement survive the end of employment, for any reason, and continue for [Survival period, e.g. five (5) years] after the employment ends. Obligations relating to information that qualifies as a trade secret continue for as long as it remains a trade secret under applicable law.

The assignment of Work Product under this Agreement is permanent and does not end when employment ends; it covers Work Product created up to the last day of employment.

9. Return of Property

On termination of employment, or earlier at the Employer's request, the Employee shall promptly return all Employer property, including documents, devices, access credentials and any copies of Confidential Information in the Employee's possession, and confirm in writing that this has been done.

10. No Change to Employment Status

This Agreement does not change the Employee's employment status, does not guarantee employment for any particular length of time, and does not limit either party's right to end the employment relationship on the terms that otherwise apply to it. This Agreement governs confidentiality and Work Product only, and survives independently of the employment relationship it describes.

11. Remedies

The Employee acknowledges that damages alone may not be an adequate remedy for a breach of this Agreement, and that the Employer may seek injunctive or other equitable relief in addition to any other remedy available to it.

12. Governing Law and Jurisdiction

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] . The parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

13. General

This Agreement is the entire agreement between the parties about confidentiality and Work Product ownership arising from the employment, and replaces any earlier understanding on that subject. It may only be amended in writing signed by both parties.

The Employee may not assign this Agreement. The Employer may assign it to a successor of its business. If any provision is held unenforceable, the rest continues in force. A failure to enforce any provision is not a waiver of it.

This Agreement may be signed by electronic signature, which is treated the same as a handwritten signature for all purposes under this Agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Employer

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Employee

Signature: _____

Printed name: _____

Date: _____