**Employee Non-Disclosure Agreement**

# Objective

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| This Non-Disclosure Agreement (the “Agreement”) is hereby made and entered into by and between ABC corporation and \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”) with respect to the handling of Confidential Information for the technology of [ ] (“Technology”) disclosed mutually by and between the parties hereto. |

# This Employee Non-Disclosure Agreement Effective Date Click here to enter a date.

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| Company:Street AddressTown, State, ZipPhoneFax: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Employee:Street AddressTown, State, ZipPhone Fax: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Recitals:**  The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to [ ], which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.  **Project Reference:**  Information related, but not limited to, development projects and assignments to be performed by the Recipient for the Company.  **Confidential Information:**  shall mean any nonpublic information that the Company specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which the Recipient creates or produces in the course of performing services for the Company.  **Restrictions:**  Recipient shall not disclose any Confidential Information to third parties without the prior written authorization of the Company. Notwithstanding the foregoing, Recipient shall not at any time disclose to any third party any Confidential Information comprising a trade secret of the Company or any Confidential Information of any other party to whom the Company owes an obligation. However, Recipient may disclose Confidential Information in accordance with judicial or other governmental orders.  **Confidential Materials:**  All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the Company. By disclosing information to Recipient, the Company does not grant any express or implied right to Recipient to or under the Company patents.  **Entire Agreement:**  This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. | | **Notice of Breach:**  Employee shall notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Employee or its Representatives, or any other breach of this Agreement by Employee or its Representatives, and will cooperate with efforts of the Company to help the Company regain possession of Confidential Information and prevent its further unauthorized use.  **Time Period:**  The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.  **Enforceability:**  The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.  **Applicable Law:**  This Agreement shall be governed by the laws of the jurisdiction in which the Disclosing Party is located (or if the Disclosing Party is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory. | |

# agreement Terms

This Agreement and any amendments hereto may be executed by facsimile signature and in any number of counterparts, all of which taken together shall constitute one and the same instrument.

# SIGNATURES

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| Company |  | Employee |  |
| Name and Title |  | Name and Title |  |
| Date | Click here to enter a date. | Date | Click here to enter a date. |