

Sample Confidentiality Agreement

Many employers safeguard their confidential information by having employees sign a confidentiality agreement. This agreement is most often signed as part of the job offer process so perspective employees know their obligations before accepting the offer.

On Company Letterhead

Confidentiality Agreement

This agreement is between (Employer), and (Employee). In consideration of (Employer) hiring (Employee), (Employee) agrees as follows:

1. Agreement Not to Disclose Confidential Information

I, (Employee), acknowledge that (employer) may disclose to me or give me access to confidential information so that I may perform my employment duties. I agree that the confidential information may include (Employer)'s trade secrets, sales and profit figures, customer lists, relationships with contractors, customers or suppliers, and opportunities for new or developing business. The confidential information may be contained in written materials such as computer hardware and software, disks, documents, files, drawings and product specifications. It may also consist of unwritten knowledge, including ideas, research, processes, practices or know-how. While I am employed by (Employer), and afterward, I will not use or disclose to any other person or entity any confidential information or materials (either written or unwritten) except when I am required to do so to properly perform my duties to (Employer) or as required by law.

Information in the public domain, information generally known in the trade and information that I acquire completely independently of my services for (Employer) is not considered to be confidential.

2. Return of Confidential Information

While I am employed by (Employer) and afterward, I will not, except in performing my Confidentiality Agreement duties, remove or copy any confidential information or materials or assist anyone in doing so without (Employer)'s written permission. Upon my termination with (Employer), or at any time that (Employer) requests it, I will immediately return all confidential information and materials to (Employer).

3. Right to an Injunction

I acknowledge that in addition to receiving or having access to confidential information as part of my employment, I will be in a position of confidence and trust with employees, contractors and customers of (Employer). I acknowledge and agree that if I breach or threaten to breach any of the terms of this Confidentiality Agreement, (Employer) will sustain irreparable harm and that (Employee) will be entitled to obtain an injunction to stop any breach or threatened breach of this agreement.

4. Reasonableness

I acknowledge that the restrictions in this agreement are reasonable and necessary to protect (Employer) and its confidential information.

5. Survivability

This agreement will survive the termination, for any reason, of my employment with (Employer).

6. Entire Agreement

This is the entire agreement between the parties. It replaces any and all oral agreements between the parties, as well as any prior writings.

7. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

8. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

9. Modification

This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

10. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

12. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

Dated: _____

By (Sign) _____

(Print Name) _____

Address _____

City, Province & postal code _____