

SAMPLE CONFIDENTIALITY AGREEMENT

This Agreement is made between _____ ("EMPLOYEE")
and **Company XYZ**, on _____ 20__.

EMPLOYEE will perform services for COMPANY XYZ which may require COMPANY XYZ to disclose confidential and proprietary information ("Confidential Information") to EMPLOYEE. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Employee's services for COMPANY XYZ, the business or operations of COMPANY XYZ, and/or the products, drawings, plans, processes, or other data of COMPANY XYZ). Accordingly, to protect the COMPANY XYZ Confidential Information that will be disclosed to EMPLOYEE, the EMPLOYEE agrees as follows.

A. EMPLOYEE will hold the Confidential Information received from COMPANY XYZ in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

B. EMPLOYEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by COMPANY XYZ.

C. EMPLOYEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for COMPANY XYZ.

D. EMPLOYEE will, upon the request or upon termination of his/her relationship with COMPANY XYZ, deliver to COMPANY XYZ any drawings, notes, documents, equipment, and materials received from COMPANY XYZ or originating from its activities for COMPANY XYZ.

E. COMPANY XYZ shall have the sole right to determine the treatment of any information **that is part or project specific** received from EMPLOYEE, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as COMPANY XYZ may deem appropriate.

F. COMPANY XYZ reserves the right to take disciplinary action, up to and including termination for violations of this agreement.

"Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

(1) Immunity—An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

EMPLOYEE represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the EMPLOYEE agrees to the terms and conditions of the agreement stated above.

COMPANY XYZ

EMPLOYEE

Human Resource Signature

Employee Signature

Date: _____

Date: _____