In consideration, and as a condition, of accepting my employment, engagement, internship, consulting assignment, advisory role, mentorship, being supplier, vendor or service provider contract (“Associate”) with <<Company Name>> and/or any of its current or future subsidiaries, affiliates, successors or assigns or joint ventures (collectively, the “Company”)**,** I agree to the following:

**Protection & Non-Disclosure of Confidential Information**:

1. I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my Association with the Company. I assure Company that I have not and will not bring confidential or proprietary information of a former employer or any third party onto Company’s premises or systems or include any such information in any of my Works for Company. I also represent that I am under no obligation to anyone, including any former employer, which prevents me from entering into this Agreement or restricts the activities or duties which may from time to time be assigned to me by Company.
2. I represent and warrant that from the time of my first contact with the Company, I have held in strict confidence and trust all Confidential Information and have not disclosed any Confidential Information, directly or indirectly, to anyone outside the Company, or used, copied, published, posted, blogged, or summarized any Confidential information, except to the extent otherwise permitted in this Agreement.
3. I understand that during and after my Association with Company, I have a duty of confidentiality and trust to Company to take care of, maintain and protect its Confidential Information and rights from actual or potential loss, damage, destruction or other harm. I agree that, except as expressly permitted by this Agreement or in advance by Company in writing, I will not at any time during or after my Association with Company:
4. disclose or provide access to Confidential Information to anyone other than an authorized officer or Associate of Company with a need to know, or;
5. possess or use any Confidential Information for non-Company purposes or other non-permitted purposes, or;
6. authorize another person to access, disclose, possess or use Confidential Information contrary to either of the above.
7. Social Media use & Ownership Rights: I specifically agree that during or after my Association with the Company, I will not, directly or indirectly, disclose/post Confidential Information, for any purpose, on Social Media, without the advance written authorization of the Company. “Social Media” includes, but are not limited to, various social media (such as Facebook, Google+, Twitter, LinkedIn, Tumblr, YouTube, Vimeo, Slideshare, Docstoc, or Pinterest), collaborative projects (like Wikipedia), Blogs and Microblogs (like Twitter), content communities (like YouTube, Pinterest or Picassa), internet forums, wikis, podcasts, rating sites and/or social networking sites, in which the Company has created an account(s) or in which I have created personal account(s). I further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.
8. I further understand and specifically agree that:
9. Any Social Media, that I create or maintain during my Association for business purposes, whether or not such accounts are properly authorized by the Company, are owned by and the property of the Company, and
10. The Company is the owner of any and all usernames, passwords and other necessary login credentials enabling access to the Social Media accounts controlled by me.
11. I agree that if a Social Media account is created or maintained during my Association for business purposes the Company will be identified as the registered account holder/owner and the Company's identifying information (Company address, telephone number and my official email address, shall be used in the account registration. I agree to give to the Company promptly the proof of recordation of Social Media account registration and login access information. I further agree not to change the account registration and login access information without the express written consent of the Company.
12. I further know, understand and agree that I am not permitted to have a webpage or website on the internet for business purposes through Social Media without the prior written approval of the Company. This means that I agree not to create and/or use Social Media for business purposes without the Company’s written authorization. I also agree that I will not make any postings online on Social Media that mention my Association with the Company without the prior written approval of the content of such post by the Company. I further agree that if I am permitted to connect with Company customers on Company accounts on Social Media, I will set the account settings so that other users cannot see the contacts.
13. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest throughout the world in and to any and all Social Media accounts I create or maintain during my Association for business purposes. If I improperly create an account for Company business purposes with a Social Media provider using my name as the registered user instead of the name of the Company, then I agree to cooperate with the Company to transfer ownership of said account to the Company.
14. I agree that participation in chat rooms or other online forums for business purposes is prohibited and that I will not direct Company customers to chat rooms, blog sites, or other Social Media sites which contain information prohibited by the company (such as Confidential Information) or applicable regulatory authorities. To the maximum extent permitted by law, I agree that I will not discuss the Company, its Associates, Customers or products/ services in any chat room or other online forum (such as Facebook) without the advance express written authorization of the Company. I agree that the restrictions outlined above apply to the use of my personal computer for any business purpose.
15. Human Resource & Organizational Information: I further agree that any organizational information or Human Resource information learned by me in connection with my Association with the Company is the Confidential Information of the Company and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my Association with the Company. Further, I agree that I will not use or permit use of such Confidential Information as a means to recruit or solicit other company Associates away from the Company (either for myself or for others).
16. Third Party Information: I completely understand that the Company has received and in the future will receive from third parties their confidential or proprietary information, including but not limited to their transactions, information and activities, internal processes, business plans, policies, workflows, is subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.
17. Books, Articles and Speeches: I know, understand and agree that if I desire to publish the results of my work for the Company through literature of any kind (paper, electronically or otherwise,) or through speeches, I must submit such literature or speeches to the Company at least 30 days before publication, disclosure or dissemination of such information for a determination of whether such disclosure may alter trade secret status, may be highly prejudicial to the interests of the Company, or may constitute an invasion of its privacy. I agree not to publish, disclose or otherwise disseminate such information without prior written approval of the Company.
18. I understand that I must keep all Company Confidential Information and Intellectual Property on Company premises and systems (except when required elsewhere in connection with my Association or the conduct of Company’s business). I agree that, when my Association ends, I will not remove any Confidential Information and immediately return all originals and all physical or electronic copies of Company Confidential Information and Intellectual Property to Company, including all documents, disks or other storage media, notebooks, files, electronic devices, in my possession that belong to Company including, but is not limited to, Company-issued credit cards, security badges, keys and ID badges. I also agree to give the Company any user names and passwords I used / created to access the Company network and Company electronic information systems. I further agree to give the Company any usernames, passwords and any other necessary login credentials enabling access to any Social Media service accounts controlled by me for business purposes, whether authorized by the Company or not. I agree to erase any such Confidential Information and/or Intellectual Property of the Company contained in any non-Company electronic document or e-mail system in my possession, custody or control (such as on my home computer or my personal email account). I shall not take with me any documents, material or data, electronic, paper or otherwise, of any description containing or pertaining to any Confidential Information or Intellectual Property.
19. I acknowledge that the unauthorized use or disclosure of Confidential Information may be highly prejudicial to the interests of the Company, an invasion of privacy or an improper disclosure of trade secrets.
20. I shall not disclose, and shall protect against disclosure of, Confidential Information for a period of Three (3) years from the date of such disclosure or from the date my Association ends with Company, whichever is later.
21. “Confidential Information” means all information, whether or not in material form, that: (i) has or could have actual or potential value or advantage to Company from not being generally known or readily ascertainable, or (ii) if the information were disclosed, accessed, taken or intercepted, it could diminish or jeopardize Company’s rights in the information or could result in risk to or loss of its value or advantage, a violation of law or a legal obligation, cost or damage to Company, or otherwise could be harmful or detrimental to Company business. Information can be regarded as confidential whether it is marked “Confidential”, “Proprietary” or by another similar term or phrase, you are told it is confidential, or because of its nature or the nature of its disclosure reasonably would be considered to be confidential. Confidential Information shall include, but not limited to, all nonpublic information disclosed to me by the Company, either directly or indirectly, in writing, electronically, orally, visually, by drawing or by observation of parts or equipment or created by me during the period of the Association, whether or not during working hours, relating to or arising from Company's business, including, without limitation, Intellectual Property, Trade Secrets, technical data, or know-how. Without limiting the generality of the foregoing, “Confidential Information” specifically includes, but is not limited to:
22. the Company’s methods of operation, systems, processes and manufacturing;
23. information regarding the Company’s present and/or future products, research, developments, software, designs, drawings, engineering, source code, configuration information, and/or licenses,
24. information regarding the Company’s pricing and costs, finances, financial data and projections, budgets, taxes, files, keys, certificates, electronic codes or passwords and other computer information;
25. complete set of suppliers and customers, customer lists including their transaction records, prices, special requirements, employee information, financial & compliances data, business history with the Company, other terms of sales and the Company’s margin information;
26. the Company’s business plans and strategies, marketing plans and strategies; and/or
27. other business information contained in my memory.
28. “Trade Secrets” means information that derives independent economic value, actual or potential, from not being generally known to the public or other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**Proprietary Developments & Intellectual Property**

1. I assign to and waive in favour of Company all my rights in and to all Intellectual Property that I create, conceive, develop or reduce to practice during the period of my Association with Company and that:
2. relate, directly or indirectly, to Company’s present or reasonably foreseeable business, research and/or development, manufacturing, marketing, distribution, or sales, business method, process improvements, or,
3. result from any work performed by me for Company, or,
4. is created, conceived, developed or made by me using any equipment, supplies, facilities, resources, Intellectual Property or Confidential Information of Company, or,
5. The product of all work performed by me during and within the scope of my Association with the Company including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of the Company. I understand that the Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

referred to collectively in this Agreement as my **“Works”**.

This assignment and waiver of all my rights includes all Works which could reasonably be implied to form part of my duties as an Associate of Company or the services I may provide on behalf of Company or that relate in any manner to Company’s business, whether such Works occur during or after working hours, on or off Company’s premises, or alone or with others.

1. “Intellectual Property” means:
2. any invention and discovery (whether or not patentable), concept, improvement, design, technique, process, formula, business method, copyright work, algorithm, program, program output, configuration, electronic connections, work of authorship, product or brand name, logo, product or article shape or appearance, packaging, plan, diagram, model, drawing, image, documentation, or prototype, and
3. all rights in any patent, copyrights, trademark, design, trade secret, Confidential Information, know-how, data or database, computer software or interfaces, compilation, collection or arrangement, circuit, circuit design or topography, mask work or layout used to create a circuit or its design, and all other rights or protections available by law, to any of the above or any other items of a similar nature, in every case in all countries of the world and whether or not registered.

Intellectual Property includes all rights in any invention disclosures, intellectual property applications and granted registrations or certifications for any of the above.

1. To the full extent that laws permit, I completely and unconditionally waive forever in favour of Company any and all Moral Rights in each copyright work I create or develop in the course of my Association with Company. Further, I consent to any action of Company that would violate such Moral Rights without my consent.
2. “Moral Rights” means all rights to be named or associated with a work, rights of integrity in a work, or rights that would allow an author to withdraw a work or to object to or restrain uses or dealings with the work including to prevent disclosure, Association, alteration, distortion or destruction of a work, and any other similar rights, that may be referred to as moral rights, author or artist rights, in all countries of the world where such rights exist.
3. I will promptly and fully disclose all my Works to Company. During and after my Association, I shall sign all documents, and provide all assistance, as may be required by Company to:
4. obtain, maintain, enforce, protect or grant any rights which I have assigned to or waived in favour of Company and which Company may desire in respect of such things in all countries of the world, or
5. ensure assignment of my rights is perfected, and title and interest in any of my Works are legally transferred, to Company.

I agree I will not make any claim in respect of any rights in any of my Works.

1. Inventions Retained & Licensed: I have attached hereto, as Exhibit ‘A’ to this Agreement, a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my Association with the Company (collectively referred to as "Prior Inventions"), which belong solely to me or belong to me jointly with another, which relate to the Company's proposed businesses, products, research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my Association with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

**Miscellaneous**

1. I agree that, during the term of my Association with the Company, I will not engage in any other employment, occupation, consulting, freelancing or other business activity, either in Full time, part time or advisory capacity, related to the business in which the Company is now involved or becomes involved during the term of my Association, nor will I engage in any other activities that conflict with my obligations to the Company.
2. In the event that my Association with Company is succeeded by Association with an affiliate or successor company, the terms of this Agreement apply immediately in favour and to the benefit of that affiliate or successor company and will continue in force and legally bind me unless and until an agreement relating to this subject matter is signed by me with the affiliate or the successor company.
3. Notice of Post-Association Activities: In the event that my Association with the company ends, I hereby consent to notification by the Company to my new employer about my rights and obligations under this Agreement. In addition, for a period of twelve (12) months following termination of my Association with the Company, I will promptly give written notice to the Company and will provide the Company with the information it needs about my new position to determine whether such position would likely lead to a violation of this Agreement (except that I need not provide any information that would include my new Employer’s or my new activity’s trade secrets).
4. Protective Covenants: I acknowledge that a simple agreement not to disclose or use the Company’s Confidential Information or Proprietary Developments after my Association with the Company ends would be inadequate, standing alone, to protect the Company’s legitimate business interests, because some activities by a former Associate who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer Associations that the Company will pay me to develop for the Company during my Association with the Company. I recognize that activities that violate the Company’s rights in this regard, whether or not intentional, are often undetectable by the Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to the Company. To prevent this kind of irreparable harm, I agree that for a period of three (3) years following the termination of my Association with the Company, I will abide by the following Protective Covenants:
5. No Solicitation of Customers: I will not (in person or through assistance to others) knowingly or un-knowingly participate in soliciting or communicating with any customer of the Company, if I either had business-related contact with that customer or received Confidential Information about that customer during the term of my Association with the Company. Further, I shall not use any Confidential Information or Proprietary Developments of the Company to attempt to negatively influence any of the Company’s customers from purchasing Company products or services, or to solicit or influence or attempt to influence any customer or other person either directly or indirectly, to direct his, her or its purchase of products and/or services to any person, firm, corporation, institution or other entity.
6. No Solicitation of Associates: I will not (in person or through assistance to others) knowingly or un-knowingly participate in soliciting or communicating with a Company Associate for the purpose of persuading or helping them to end or reduce his or her Association with the Company if I either worked with that Associate or received Confidential Information about them during my Association with the Company.
7. I acknowledge and agree that I have no expectation of privacy with respect to the Company’s telecommunications, networking or information processing systems (including, without limitation, stored company files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. I further agree that any property situated on the Company’s premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.
8. This Agreement shall not be assignable or transferable without the prior written consent of Company. A waiver of a failure to comply hereunder shall be effected only in writing, signed by Company and shall not constitute a waiver of any other failures to comply hereunder.

1. This Agreement sets out the only understanding and agreement between Associate and the Company regarding any of its subject matter. Any and all previous oral or written communications, discussions or agreements between me and Company relating to any subject in this Agreement are set aside and cancelled and fully replaced by this Agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Company and me. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.
2. It is mutually agreed between both Parties hereto that any dispute or claim arising under this Agreement shall be subject to the jurisdiction of the Courts at Bangalore, Karnataka, India.

**Exhibit ‘A’ to this Agreement**

List of Prior Inventions and Original Works of Authorship

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl** | **Date** | **Title/ Heading** | **Identifying Number & Brief Description** |
|  |  |  |  |
|  |  |  |  |

* No Inventions or Improvements
* Additional Sheets attached

**\* (tick whichever is applicable)**

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

|  |  |
| --- | --- |
| Associate’s Name |  |
| Associate’s Signature |  |
| Date |  |

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