

Employee Confidentiality, IP & Data Hygiene Agreement (Template)

Clean-room and provenance rules; contains no non-compete.

1. No Non-Compete

This Agreement contains no non-compete covenant. Employees are free to work in this industry after departure. What is protected is confidential information and customer data, not a person's career.

2. Confidential Information

Confidential information includes customer data, security architecture, unreleased roadmap, pricing methodology, and third-party information received under obligations of confidentiality. Obligations survive termination for as long as the information remains confidential.

3. Customer Data Handling

- Least-privilege access, granted by role and reviewed quarterly.
- No production data in local environments, notebooks, spreadsheets, or personal cloud storage.
- No customer data pasted into external AI tools or unapproved services.
- Access to production records is logged and attributable to a named individual.
- De-identification and sampling are performed with approved tooling only.

4. Clean-Room Rules

Work informed by a prior employer's confidential material is prohibited. Employees may use general skill and knowledge; they may not import documents, code, schemas, customer lists, or pricing files. Where an employee has prior-domain exposure, a documented clean-room review is completed before contribution to the affected component.

5. Provenance Discipline

Every material contribution records its source: original work, licensed dependency with license identifier, public documentation, or vendor-supplied specification. Model-assisted output is reviewed by a named engineer who accepts authorship responsibility.

6. Intellectual Property

Work created within the scope of employment and relating to the business is assigned to the Company. Pre-existing inventions may be excluded by written schedule at the time of hire. Open-source contributions follow the published contribution policy.

7. Non-Solicitation and Non-Disparagement

A limited, time-bound restriction on soliciting employees applies. Nothing in this Agreement restricts protected disclosures to regulators, participation in a government investigation, or discussion of wages and working conditions.

8. Exit Obligations

On departure, employees return or delete confidential material, certify that no customer data remains in personal custody, and confirm that credentials have been revoked.

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