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| State of \_\_\_\_\_\_\_\_\_\_ | Rev. 133EE1E |
| **INTERVIEW NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT** | |

          This Interview Non-Disclosure and Confidentiality Agreement (this “Agreement”) is entered into as of the \_\_\_\_\_\_\_\_\_\_ (the “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ (the "Company") and \_\_\_\_\_\_\_\_\_\_, an individual ("Applicant").

          The Company is considering Applicant for possible future employment with the Company as \_\_\_\_\_\_\_\_\_\_ (the "Position") and may disclose proprietary information unique and valuable to its ongoing business operations to Applicant during discussions with and evaluation of Applicant’s skills, abilities and suitability for the Position (the “Interview”). In consideration of the Company’s willingness to conduct the Interview and the covenants and mutual promises contained herein, the parties agree as follows:

1.  **Confidential Information.** The term “Confidential Information” as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following: and any other information the Company considers confidential.

2.  **Exclusions from Confidential Information.** The obligation of confidentiality with respect to Confidential Information will not apply to any information:

a.  If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Applicant;

b.  If the information is or was received by Applicant from a third-party source which, to the best knowledge of Applicant, is or was not under a confidentiality obligation to the Company with regard to such information;

c.  If the information is disclosed by Applicant with the Company’s prior written permission and approval;

d.  If the information is independently developed by Applicant prior to disclosure by the Company and without the use and benefit of any of the Company’s Confidential Information; or

e.  If the Applicant may disclose only such portion of the Confidential Information which it is legally obligated to disclose Applicant is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, Applicant gives prompt written notice of that fact to the Company prior to disclosure so that the Company may request a protective order or other remedy, Applicant may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3.  **Obligation to Maintain Confidentiality.** With respect to Confidential Information:

a.  Applicant agrees to retain Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement.

b.  Confidential Information is and will remain the sole and exclusive property of the Company.

c.  Applicant agrees that, in the event Applicant must download, access, process, transfer or otherwise communicate Confidential Information, Applicant will comply with all laws and regulations applicable to exports and re-exports of data and information and will not, directly or indirectly, export or re-export any Confidential Information in violation of such laws and regulations, including without limitation, those prohibiting export or re-export to restricted countries or without governmental authorization.

d.  At the end of the Interview, Applicant will return all Confidential Information to the Company and, if Applicant is not selected for employment with the Company for any reason, Applicant will ensure that all Confidential Information and all documents, memoranda, notes and other writings or electronic records prepared by Applicant that include or reflect any Confidential Information in Applicant’s actual or constructive possession are returned to the Company.

e.  The obligation not to disclose Confidential Information shall survive the termination of this Agreement, and at no time will Applicant be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.

4. **Disclaimer.** There is no representation or warranty, express or implied, made by the Company as to the accuracy or completeness of any of its Confidential Information.

5. **Remedies.**Applicant acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy.  Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. The Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the Company under this Section, the Company shall be entitled to recover its attorney’s fees and costs from Applicant.

6. **Notices.**  All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or facsimile number as such party may designate upon reasonable notice to the other party.

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\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Phone number: \_\_\_\_\_\_\_\_\_\_

Fax number: \_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Phone number: \_\_\_\_\_\_\_\_\_\_

Fax number: \_\_\_\_\_\_\_\_\_\_

7. **No Offer or Sale.** Nothing in this Agreement will be deemed a sale or offer for sale of Confidential Information nor obligate the Company to grant Applicant a license or any rights, by statute, common law theory of estoppel or otherwise, to Confidential Information.

8. **Termination.**This Agreement will terminate on the earlier of: (a) the written agreement of the parties to terminate this Agreement; (b) the hiring of Applicant; or (c) \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ from the date hereof.

9. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the parties.

10.  **Jurisdiction.**This Agreement will be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of \_\_\_\_\_\_\_\_\_\_ for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

11. **Miscellaneous.** No joint venture, partnership or agency relationship exists between Applicant, the Company or any third-party as a result of this Agreement. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party’s prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

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|  |  | \_\_\_\_\_\_\_\_\_\_ |
| **Applicant**Signature |  | **Applicant**Full Name |

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| \_\_\_\_\_\_\_\_\_\_ |  |  |  | \_\_\_\_\_\_\_\_\_\_   \_\_\_\_\_\_\_\_\_\_ |
| **Company**Full Name |  | **Company Representative** Signature |  | **Company Representative** Name and Title |

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| **GENERAL INSTRUCTIONS**  A non-disclosure agreement (NDA) is common in business today, especially in industries where there might be proprietary information or trade secrets.  **WHAT IS AN INTERVIEW NON DISCLOSURE AGREEMENT?**  An interview Candidate NDA protects your company from any disclosure of information made to a candidate who applies for a position. Many companies have employee NDAs that protect their proprietary information and trade secrets. However, candidates who are in the application process will not have signed those employee agreements.  An interview NDA allows you to more thoroughly vet candidates without concern over divulging information that they might take to other companies or make public.  **WHEN DO I NEED ONE?**  The need for an interview candidate non-disclosure agreement depends on the industry, and type of position you're filling. Most often, interview NDAs are signed by high-level candidates or those who would be working with proprietary data and programs.  However, if you have trade secrets that are worked on more broadly within your organization, it’s acceptable to use an interview NDA for positions big and small to ensure that your critical information doesn’t get leaked to your competitors.  When you decide to get the NDA signed is up to you. You could provide the interview NDA prior to the meeting so that they can bring in a signed copy, or have it signed on your company premises, but before being escorted to any area where sensitive information would be seen or discussed.  Providing an interview NDA is a perfectly normal part of hiring for positions where sensitive |  | information needs to be discussed. It allows you to be more honest and thorough during the interview process, which allows for a better assessment of how well a candidate would meet requirements for the position and fit in with the current company culture.  **THE CONSEQUENCES OF NOT HAVING ONE**  The most logical consequence of not using an interview NDA is that the candidates you interview might leak information, intentionally or accidentally. They might also bring information back to their current or future place of employment. Without a signed contract, you'll have no recourse in those scenarios.  Alternately, many companies who don't use interview candidate non-disclosure agreements won't discuss sensitive information within the interview. This possibility can keep your information more secure but it can often mean a less productive interview process. The ability to thoroughly discuss responsibilities and future projects for the role can give the interviewer essential information to make a more accurate assessment of candidates.  **WHAT SHOULD BE INCLUDED?**  The interview NDA is often a simple contract including just a few key points. Here are some things that should be present in the agreement:   * The Parties Involved. * The Job Title or Position. * The Protections the NDA Offers. * Definition of Information Which Cannot Be Disclosed. * Clause on Not Disclosing Confidential Information from Another Company. * Signatures and Dates. |