**EMPLOYEE PROPRIETARY RIGHTS ACKNOWLEDGMENT**

The effective date of this Employee Proprietary Rights Acknowledgment (the "Agreement") is [DATE],

**BETWEEN: [EMPLOYEE NAME]** (the "Employee"), an individual with his main address at:

 [COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of [State/Province] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**TERMS**

1. During the course of my employment, I have, and in the future may, develop certain work product within the scope of my job responsibilities or otherwise within the scope of the Employer’s current or potential lines of business. This work product may be created by me at the Employer’s premises, during my normal work hours, or after hours at another location. This work product may be created by me alone or in conjunction with other employees or other third parties. All such work product shall be here*in re*ferred to as “Employer Proprietary Products.”
2. I agree that my Employer shall own all proprietary rights, including but not limited to copyrights, trade secret rights, patent rights. Trademark rights, and all other intellectual property rights in and to the Employer Proprietary Products.
3. I agree that all Employer Proprietary Products shall be considered “works made for hire” under the provisions of the [COUNTRY] Copyright Act and all other equivalent laws.
4. Upon request from the Employer, I agree to execute any and all documents and take any other actions reasonably necessary to secure ownership of the Employer Proprietary Products in the employer including but not limited to executing assignments, applications, certificates and other instruments requested by my employer.
5. I hereby assign to Employer, waive, relinquish and release any and all moral rights and other common law or statutory rights to the employer Proprietary Products for the benefit of my Employer.
6. I agree not to take any action to challenge or in contravention of the rights of the Employer in and to the Employer Proprietary Products.
7. I acknowledge and agree that the Employer shall have the unrestricted right to secure legal protection over all Employer Proprietary Products, including but not limited to the copyright, patent, trade secret, trademark and all other available protections.
8. I agree at all times to be mindful of the proprietary rights of third parties in the planning and development of work product and to take all steps necessary to avoid infringement upon the rights of third parties or the appearance of potential infringement upon the rights of any third party.
9. I agree that during the period of my employment and thereafter, that I will refrain from disclosing any confidential or trade secret information of my employer to any other party and that I will refrain from using any such information for my own purposes and personal benefit. I acknowledge that misappropriations of trade secrets is prohibited by law and in some cases can result in criminal liability. I agree that all trade secrets are of value to my Employer and that misappropriation thereof could cause my Employer substantial damage and injury. Trade secrets may include written or unwritten information, inventions, processes or ideas that are protected by my Employer and have potential value or the release of which could do damage to my Employer or place my Employer at a competitive disadvantage. Trade secrets may include customer lists, referral lists, customer information, demographic information, software, programming methods, source codes, proprietary technology, business plans, financial information, product design, formula, data, processes, systems, marketing and advertising plans, internet marketing techniques, design techniques, and a host of other information that the Employee deems to be confidential and proprietary.
10. I represent and warrant that there are no obligations that are remnant of any prior employment, contractual or working relationship which could interfere with my duties to my employer or which could lead, directly or indirectly, to any claim of infringement or other legal claim related to the fruits of my efforts for this Employer.
11. Upon termination of my employment, whether with or without cause, by my actions or my Employer’s action, or upon request from my Employer, I agree that I shall not retain any copies or other forms of my work product or any other information, assets, property, whether tangible or intangible of the Employer or including any trade secrets or confidential information of the Employer and that I shall turn all such items over to the Employer prior to my departure.

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE PREVIOUSLY ENTERED INTO AN AGREEMENT WITH THE COMPANY RESTRICTING YOU FROM DISCLOSURE OF PROPRIETARY INFORMATION AND THAT YOU UNDERSTAND THAT THE TERMS OF THOSE RESTRICTIONS CONTINUE INDEFINITELY FOLLOWING THE TERMINATION OF YOUR EMPLOYMENT WITH THE COMPANY. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND COMPANY POLICIES WITH RESPECT TO PROTECTION OF PROPRIETARY INFORMATION AND THAT YOU WILL TAKE NO ACTIONS CONTRARY THERETO.

YOU ATTEST THAT YOU HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT AND THE CONSEQUENCES THEREOF AND THAT YOU ARE IN AGREEMENT WITH ALL OF THE ITEMS CONTAINED HEREIN.

COMPANY EMPLOYEE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title