**Sample Non-disclosure/Non-solicitation Agreement for Staff**

This Agreement (the “Agreement”) is entered into by and between [EMPLOYEE'S NAME], (“[E](https://nondisclosureagreement.com/#Disclosing_Party)mployee“) and [BUSINESS NAME], located at [BUSINESS ADDRESS] (“[E](https://nondisclosureagreement.com/#Receiving_Party)mployer“) for the purpose of preventing unauthorized disclosure of Confidential Information as defined below and unauthorized solicitation of any employee, customer, patient, affiliate, or business partner.

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

1. [Definition of Confidential Information](https://nondisclosureagreement.com/#Definition_of_Confidential_Information): For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which the Employer is engaged.
2. [Exclusions from Confidential Information](https://nondisclosureagreement.com/#Exclusions_from_Confidential_Information): Employee’s obligations under this Agreement does not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Employee; (b) discovered or created by the Employee before disclosure by Employer; (c) learned by the Employee through legitimate means other than from the Employer or Employer’s representatives; or (d) is disclosed by Employee with Employer’s prior written approval.
3. [Obligations of E](https://nondisclosureagreement.com/#Obligations_of_Receiving_Party)mployee: Employee shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Employer. Employee shall carefully restrict access to Confidential Information to other employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Employee shall not, without the prior written approval of Employer, use for Employee’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Employer, any Confidential Information. Employee shall return to Employer any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Employer requests it in writing.
4. [Time Periods:](https://nondisclosureagreement.com/#Time_Periods) The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Employee’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until 24 months after termination of employment, whichever occurs first.
5. Non-solicitation: The Employee will not, either directly or indirectly, solicit, induce, recruit, or cause another person in the employ of Employer to terminate their employment with Employer for the purpose of joining, associating or becoming employed with any business or enterprise which is directly or indirectly in competition with Employer or any business or activity of which Employer is engaged.
6. [Severability](https://nondisclosureagreement.com/#Severability). If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best to effect the intent of the parties.
7. [Integration](https://nondisclosureagreement.com/#Integration). This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
8. [Waiver](https://nondisclosureagreement.com/#Waiver). The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
9. This Agreement and each party’s obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INSERT PHYSICIAN’S NAME], Owner

EMPLOYEE:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INSERT EMPLOYEE’S NAME], [INSERT CREDENTIALS]