

# JOB INTERVIEW NON-DISCLOSURE AGREEMENT

This job interview non-disclosure agreement ("the Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Company") and \_\_\_\_\_ ("Interviewee") with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_.

Whereas Interviewee wishes to be considered for the position of \_\_\_\_\_ with the Company.

Whereas Company wishes to consider the Interviewee for the position; and

Whereas during the course of the pre-hire process, including interview(s), and/or the hiring process ("Process") the Interviewee may be given or otherwise become aware of specific information which the Company considers confidential and proprietary; and

Whereas Company intends and Candidate agrees that such information shall be kept proprietary and confidential in full compliance with the following terms and conditions.

Now, Therefore, the parties hereto agree as follows:

## **I. Definition of Confidential Information.**

- A. Confidential or proprietary information ("Confidential Information") means information of a technical, marketing, or business nature provided or obtained during the Process regarding the Company, its business affairs, business strategies, financial reports, or plans, information regarding profitability or financial projections, marketing plans or strategies, product development, the Position and the Company-related information which is not publicly known or available, or could reasonably be considered to be confidential and/or proprietary.
- B. Confidential Information shall be subject to the restrictions and obligations specified in this Agreement whether or not it is in writing or other tangible form, and whether or not it is clearly marked as proprietary or confidential when disclosed or whether or not it is disclosed orally, electronically, or visually.

## **II. Obligations: Communication and Use.**

- A. Confidential Information may be used by Interviewee only for the purpose of evaluating the Position and may not be disclosed or shared directly or indirectly by the Interviewee to third parties or used for Interviewee's benefit or gain and may not be used for the gain or potential gain of any party other than the Company.
- B. Under no circumstances may the Interviewee disclose Confidential Information to his/her current employer, to any former or prospective employer or to his/her client, former or prospective colleagues.
- C. Interviewee shall use the same degree of care, but never less than a reasonable standard of care, to prevent the unauthorized disclosure or dissemination of Confidential Information as Interviewee would use to protect his/her own similar confidential information.

- D. Interviewee shall not disclose to any parties the terms of this Agreement.
- E. All tangible Confidential information shall remain the property of Company, and all such information and final copies thereof shall be immediately returned at the written request of the Company. In the event the Interviewee is not offered or does not accept the position, interviewee shall promptly return all Confidential Information, including copies.

**III. Disclaimers.**

- A. In no event shall Interviewee be deemed to have any right or interest in any Confidential information.
- B. Nothing in this Agreement shall grant the Interviewee the right to make commitments of any kind for or on behalf of the Company.

**IV. Duration of Non-Disclosure Obligation.**

- A. Unless mutually agreed otherwise in writing, interviewee's obligations hereunder with respect to each item of Confidential Information shall expire five (5) years from the date of receipt.

**V. General Provisions.**

- A. The breach of any part of this Agreement by Candidate may cause immediate and irreparable injury to Company due to the unique nature of the Confidential Information.
- B. In the event Company must bring any action to enforce or protect any of the terms of this Agreement, Company shall be entitled to recover, in addition to its damages, its reasonable attorney's fees and costs incurred in connection therewith.
- C. This Agreement shall be exclusively governed by and construed according to the laws of the State of \_\_\_\_\_ without regard to any conflict of law provisions.
- D. Interviewee represents that this Agreement has been duly executed by Interviewee and constitutes a valid, binding, and enforceable obligation.

**Interviewee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_