

Employee Exit IP Obligations and Clearance Checklist (India)

Ensures all IP, confidentiality, and property obligations are documented and discharged on employee exit

HOW TO USE THIS TEMPLATE

1.	Complete this checklist on the LAST WORKING DAY — not after.
2.	HR should initiate this process at least 2 weeks before the last day.
3.	Every item must be verified and signed off before the final clearance is issued.
4.	The departing employee remains bound by confidentiality and IP obligations post-exit.
5.	Keep a signed copy in the employee's permanent personnel file.

EMPLOYEE EXIT DETAILS

Employee Full Name	[Full legal name]
Employee ID	[Employee ID / Payroll Number]
Department	[Department name]
Designation at Exit	[Job title]
Date of Joining	[DD Month YYYY]
Last Working Day	[DD Month YYYY]
Reason for Exit	[Resignation / End of Contract / Termination / Retirement / Other]
Notice Period Served	[Full / Partial — [X] days served of [Y] days required]
Exit Interview Conducted	[Yes / No — Date: DD/MM/YYYY]

SECTION 1 — IP AND CONFIDENTIAL INFORMATION OBLIGATIONS ON EXIT

The departing employee is reminded of the following obligations which continue AFTER the termination of employment:

Confidentiality — Post-Exit Duration: All Confidential Information received during employment remains confidential for [3] years post-exit and indefinitely for trade secrets. This includes customer lists, pricing, source code, product roadmaps, investor details, and all other non-public Company information.

IP Ownership — Permanent: All intellectual property created during employment that relates to the Company's business remains the Company's property permanently. No IP reverts to the employee on exit.

Cooperation on IP: The employee must continue to cooperate in patent prosecution, copyright registration, trademark applications, and IP enforcement proceedings relating to inventions or works created during employment, even after exit.

Non-Solicitation — Duration: For [12] months post-exit, the employee shall not solicit any employee, contractor, customer, or business partner of the Company with whom they had material contact during employment.

No Use of Company IP Post-Exit: The employee must not use, reference, or build upon any of the Company's technology, source code, trade secrets, or proprietary methodologies in any subsequent employment or venture.

Non-Disparagement: The employee shall not make any disparaging or defamatory public statement about the Company, its products, founders, or employees.

SECTION 2 — RETURN OF COMPANY PROPERTY CHECKLIST

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Laptop / Desktop Computer	[Model and serial number]	■ Yes ■ N/A	[IT Rep]
Mobile Phone (if Company-issued)	[Model and number]	■ Yes ■ N/A	[IT Rep]
Access cards / Key cards	[Card number]	■ Yes ■ N/A	[Admin]
Office keys	[Describe]	■ Yes ■ N/A	[Admin]
Company credit/debit card	[Last 4 digits]	■ Yes ■ N/A	[Finance]
Source code / code repositories	[Confirm access revoked]	■ Yes ■ N/A	[IT Rep]
Confidential documents (physical)	[Describe any returned]	■ Yes ■ N/A	[Manager]
Company email / cloud data	[Confirm handed over or deleted]	■ Yes ■ N/A	[IT Rep]
Domain admin / server access	[Confirm revoked]	■ Yes ■ N/A	[IT Rep]
Social media accounts (Company-managed)	[Confirm credentials transferred]	■ Yes ■ N/A	[Marketing]
Customer / sales data	[Confirm no personal copies retained]	■ Yes ■ N/A	[Manager]
Any other Company property	[Describe]	■ Yes ■ N/A	[Manager]

SECTION 3 — IP DISCLOSURE ON EXIT

The departing employee must disclose any work, invention, or development created during employment that has not yet been submitted via an Invention Disclosure Form:

Any undisclosed inventions or innovations created during employment?	[Yes / No — If Yes, describe and submit Invention Disclosure Form before last day]
Any work in progress that may contain patentable inventions?	[Yes / No — If Yes, describe and hand over to IP Manager]
Any source code, designs, or creative works not yet committed to Company systems?	[Yes / No — If Yes, commit or transfer before last day]
Any third-party claims or disputes regarding IP created during employment?	[Yes / No — If Yes, describe fully so the Company can assess the risk]
Any open-source components used that were not previously disclosed?	[Yes / No — If Yes, list all with licence details]

SECTION 4 — POST-EXIT EMPLOYMENT DETAILS

Next employer (if known)	[Name of next employer or 'Not known at this time']
Role at next employer	[Job title or 'Not disclosed']
Domain / industry of next employer	[Domain or 'Not disclosed']
Does next role potentially conflict with any of the obligations above?	[Yes / No — If Yes, describe the potential conflict for the Company to assess]
Start date at new employer (if known)	[DD Month YYYY or 'TBD']

SECTION 5 — FULL AND FINAL SETTLEMENT

The following financial items are confirmed as part of full and final settlement:

Final salary paid up to	[DD Month YYYY]
Leave encashment	[Rs. X / Not applicable]
Gratuity (if eligible)	[Rs. X / Not applicable — [X] years of service]
ESOP / equity status	[X shares vested / X shares unvested and lapsed]
Any outstanding loans or advances	[Rs. X to be recovered from final settlement / NIL]
Any pending expense reimbursements	[Rs. X to be paid / NIL]

DECLARATIONS AND SIGNATURES

Employee Declaration: I confirm that: (a) I have returned all Company property as indicated above; (b) I have disclosed all undisclosed IP as required; (c) I have deleted all Company Confidential Information from personal devices; (d) I understand and accept my post-exit obligations as described in Section 1; and (e) all information in this form is accurate and complete.

DEPARTING EMPLOYEE	HR REPRESENTATIVE	DIRECT MANAGER
[Employee Name]	[HR Name]	[Manager Name]
Signature: _____	Signature: _____	Signature: _____

Date: _____	Date: _____	Date: _____
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POST-EXIT LEGAL OBLIGATIONS AND ENFORCEMENT

6.1 Enforceability of Post-Exit Restrictions. Indian courts have historically taken a nuanced view of post-employment non-compete clauses. While blanket non-competes preventing any competing employment are generally unenforceable under Section 27 of the Indian Contract Act 1872 (restraint of trade), courts have consistently upheld: (a) confidentiality obligations after employment; (b) non-solicitation of specific customers and employees; (c) IP assignment obligations; and (d) restrictions on use of trade secrets. The post-exit obligations in this document are designed to be enforceable under Indian law as narrowly tailored protections of legitimate commercial interests rather than broad restraints of trade.

6.2 Consequences of Post-Exit Breach. Breach of post-exit obligations may result in: (a) civil suit for injunction to restrain the breach; (b) damages including loss of profits, account of profits from the breach, and consequential losses; (c) claims for ownership of IP developed using the Company's trade secrets or Confidential Information; and (d) claims under applicable provisions of the Information Technology Act 2000 where digital confidential data is involved. The Company takes post-exit IP and confidentiality breaches seriously and will pursue all available remedies.

6.3 LinkedIn and Social Media on Exit. On exit, the employee shall promptly update their LinkedIn profile and other professional profiles to reflect the end of their employment with the Company. They shall not: (a) misrepresent their current or past role; (b) use the Company's name, logo, or branding in a way that implies ongoing employment or endorsement; or (c) make any public statement about the Company's products, technology, customers, or strategy that uses Confidential Information obtained during employment.

6.4 Reference Letters and Background Checks. Post-exit, the Company will provide a factual employment verification letter confirming dates of employment, designation, and department. Detailed reference letters are provided at the Company's discretion. The employee consents to the Company providing factual, accurate information about their employment to any future employer conducting a background verification check.

6.5 Non-Disparagement by the Company. The Company also agrees not to make disparaging or defamatory public statements about the departing employee. Both parties agree to conduct themselves professionally in all public and professional communications following the exit.