What Your International Business Should Know About Restrictive Employee Covenants

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Danielle Urban's article "What Your International Business Should Know About Restrictive Employee Covenants" was featured in *Global Trade* magazine on April 9, 2015.

In the article, Danielle provides employers with questions they should thoughtfully consider, as part of their global strategy regarding restrictive covenants:

- Whether legitimate business needs warrant restrictive covenants outside the U.S.
- Make sure you understand the law in each country in which you plan to use such agreements—each country is different.
- How much consideration is required and when must it be paid?
- How are such agreements typically enforced and what is the burden of proof? In many jurisdictions, the burden of proof is on the employer and requires the employer to demonstrate actual unfair competition, trade secret theft, or damages. Most jurisdictions have not yet recognized the doctrine of inevitable disclosure.
- Tailor the agreements as narrowly as possible. If you are worried primarily about theft of trade secrets or confidentiality, tailor your agreements accordingly. A non-competition agreement may not be necessary. While many U.S. states employ "blue penciling" to overbroad agreements, many foreign jurisdictions do not recognize blue-penciling, and overbroad provisions could result in the entire agreement being struck.

To read the full article, please visit *Global Trade*.

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