

MOONLIGHTING CONSENT AGREEMENT

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This Moonlighting Consent Agreement (this "**Consent**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[EMPLOYEE NAME], an individual residing at [EMPLOYEE ADDRESS] (the "**Employee**").

The Company and the Employee are each a "**Party**" and together the "**Parties**."

Recitals. The Employee has requested the Company's consent to engage in outside work, employment, or self-employment in addition to the Employee's role with the Company. The Company is willing to consent on the terms and conditions below, which are intended to protect the Company's legitimate business interests while permitting the Employee's outside activity. In consideration of the mutual promises below, the Parties agree as follows.

1. Description of Outside Activity

1.1 Outside Activity. The Employee has disclosed, and the Company consents to, the following outside work (the "**Outside Activity**"): [DESCRIBE THE OUTSIDE EMPLOYER OR BUSINESS, NATURE OF THE WORK, ROLE, AND EXPECTED HOURS].

1.2 Scope of consent. This Consent applies only to the Outside Activity as described. Any material change to the nature, scope, employer, or time commitment of the Outside Activity requires the Employee to seek renewed written consent.

1.3 Disclosure obligation. The Employee represents that the description in Section 1.1 is complete and accurate and that the Employee has disclosed all material facts about the Outside Activity known to the Employee.

2. Conditions of Consent

2.1 No interference. The Outside Activity must not interfere with the Employee's duties, availability, or performance for the Company, and the Company's work remains the Employee's primary professional obligation during working hours.

2.2 No competition. The Outside Activity must not involve a competitor of the Company or any business that competes with the Company's products or services, except as expressly approved in writing.

2.3 No use of Company resources. The Employee will not use the Company's time, equipment, systems, facilities, supplies, or Confidential Information for the Outside Activity.

2.4 No conflict of interest. The Outside Activity must not create an actual or apparent conflict of interest with the Employee's duties to the Company. The Employee will promptly disclose any such conflict that arises.

3. Working Hours and Performance

3.1 Company hours. The Employee will not perform the Outside Activity during the Employee's scheduled working hours for the Company without prior written approval.

3.2 Performance standards. The Employee will continue to meet all applicable performance, attendance, and conduct standards. The Company may revisit this Consent if the Outside Activity adversely affects the Employee's performance.

3.3 Rest and safety. The Employee will manage the Outside Activity so as not to create fatigue or safety concerns that could impair the Employee's job duties, consistent with applicable hours-of-work and safety laws, which vary by jurisdiction.

4. Confidentiality and Intellectual Property

4.1 Confidential Information. "Confidential Information" means non-public information of the Company that a reasonable person would understand to be confidential. The Employee will not use or disclose any Confidential Information in connection with the Outside Activity.

4.2 Company intellectual property. All inventions, works, and other intellectual property the Employee creates within the scope of the Employee's employment, or using Company resources or Confidential Information, remain the property of the Company under the Employee's existing agreements and applicable law.

4.3 Separation of work product. The Employee will keep work product created for the Outside Activity separate from Company work product and will not incorporate Company materials into the Outside Activity.

5. No Endorsement or Representation

5.1 No use of Company name. The Employee will not use the Company's name, marks, or reputation in connection with the Outside Activity or suggest that the Company endorses or sponsors the Outside Activity.

5.2 Personal capacity. The Employee will engage in the Outside Activity solely in the Employee's personal capacity and not as a representative or agent of the Company.

6. Compliance with Policies and Law

6.1 Company policies. The Outside Activity remains subject to all applicable Company policies, including those on conflicts of interest, confidentiality, and outside employment, as they may be updated from time to time.

6.2 Applicable law. The Employee will comply with all laws applicable to the Outside Activity, including tax, licensing, and registration requirements, which are the Employee's sole responsibility.

6.3 No Company liability. The Company assumes no responsibility or liability for the Outside Activity, and the Employee is solely responsible for its conduct and consequences.

7. Revocation and Modification of Consent

7.1 Revocation. The Company may revoke or modify this Consent at any time on **[NUMBER, e.g. 14]** days' written notice, or immediately if the Outside Activity violates this Consent or harms the Company, to the extent permitted by applicable law.

7.2 Effect of revocation. On revocation, the Employee will discontinue the Outside Activity, or bring it into compliance, within the period stated in the notice.

7.3 No retaliation for protected activity. Nothing in this Consent authorizes revocation in retaliation for activity protected by applicable law.

8. No Change to Employment Status

8.1 At-will employment. This Consent does not alter the at-will nature of the employment relationship, to the extent the employment is at-will under applicable law, and does not create any contract of employment for a definite term.

8.2 No additional compensation. The Employee is not entitled to any additional compensation from the Company for the Outside Activity.

9. General Provisions

9.1 Governing law. This Consent is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules.

9.2 Venue. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 Entire agreement; amendment. This Consent is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

9.4 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.5 Survival. Sections 4, 5, and any others that by their nature should survive, survive the end of the Outside Activity or the employment relationship.

9.6 Counterparts and electronic signature. This Consent may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Consent as of the Effective Date.

COMPANY	EMPLOYEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: N/A
Date: _____	Date: _____

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