



BRING YOUR OWN DEVICE (BYOD) POLICY & AGREEMENT

[Company Name]

[Address]

[Telephone]

[Website]

Bring Your Own Device (BYOD) Policy and Agreement

This Bring Your Own Device Policy and Agreement ("Agreement") is entered into on this ____ day of _____, [Year], by and between:

[Company Name], a corporation organized under the laws of [State/Country], with its principal place of business at [Company Address], represented by [Authorized Representative Name], [Title] (hereinafter referred to as "Employer"); and **[Employee Name]**, residing at [Employee Address], (hereinafter referred to as "Employee").

WHEREAS, the Employer permits certain employees to use personally owned devices for work-related purposes, and the Employee wishes to participate in the BYOD program under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. Purpose and Scope

- The purpose of this Agreement is to define the terms under which the Employee may use a personally owned device to access, store, or transmit company data.
 - This Agreement applies to all devices used under the BYOD program, including but not limited to smartphones, tablets, and laptops.
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II. Participation and Eligibility

- Participation in the BYOD program is voluntary. The Employee may request a company-issued device instead.
 - Only devices that meet Employer-approved security and technical requirements may be used.
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III. Ownership and Access Rights

- All company data, intellectual property, and work products created, accessed, or stored on the device remain the sole property of the Employer.
 - The Employer retains the right to:
 - a. Access and remove company data from the device;
 - b. Require installation of security tools;
 - c. Perform a remote wipe of company data in the event of a security incident, loss, theft, or termination of employment.
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IV. Employee Responsibilities

The Employee shall:

- Maintain device security by:
 - a. Using strong passwords or biometrics;
 - b. Enabling full-disk encryption;
 - c. Keeping the operating system and applications updated.
 - Comply with all applicable company policies, including Acceptable Use and Data Handling Policies.
 - Immediately report any loss, theft, unauthorized access, or compromise of the device to the Employer's IT department.
 - Do not engage in illegal or inappropriate activities on the device when used for work purposes.
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V. Employer Responsibilities

The Employer shall:

- Provide or require installation of security software, such as Mobile Device Management (MDM) tools.
- Take reasonable steps to avoid accessing or interfering with the Employee's personal data.
- Protect corporate data through approved technical and procedural safeguards.

VI. Technical Requirements

- Only devices and operating systems on the Employer's approved list may connect to the corporate network.
 - All devices must:
 - a. Have full-disk encryption enabled;
 - b. Use multi-factor authentication for corporate access;c. Route all corporate traffic through a company-approved VPN.
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VII. Termination of Agreement

- Upon termination of employment or voluntary withdrawal from the BYOD program, the Employee shall:
 - a. Allow removal of all company data;
 - b. Cooperate with the Employer in revoking all access credentials.
 - The Employer may revoke BYOD privileges for non-compliance with this Agreement.
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VIII. Privacy and Liability

- The Employee acknowledges that while personal data will not be intentionally accessed, loss of personal data during a security wipe is a possible risk.
 - The Employer is not liable for loss of personal data, service interruptions, or damage to the personal device resulting from security measures required by this Agreement.
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IX. Governing Law

This Agreement shall be governed by and construed under the laws of [State/Country]. Any disputes shall be subject to the jurisdiction of the courts located in [Jurisdiction].

X. Entire Agreement

This Agreement represents the entire understanding between the parties regarding BYOD participation and supersedes any prior oral or written agreements. Any amendments must be in writing and signed by both parties.

XI. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Bring Your Own Device Policy and Agreement as of the date first above written.

[Title]

Name:

Title:

Date:

Signature:

Device Details

Type:

Model:

Operating System:

[Title]

Name:

Signature: