

Maxine Neuhauser, Susan Gross Sholinsky Quoted in Article, "Lawsuits Highlight Social Media Quandary: Who Owns Accounts, Company or Employee"

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Maxine Neuhauser, a Member of the Firm in the Labor and Employment and Health Care and Life Sciences practices, in the Newark office, and **Susan Gross Sholinsky**, a Member of the Firm in the Labor and Employment practice, in the New York office, were quoted in an article titled "Lawsuits Highlight Social Media Quandary: Who Owns Accounts, Company or Employee."

Following is an excerpt:

Should departing employees also be required to hand over the social media accounts they use to promote their companies on Twitter, LinkedIn, and Facebook? Who owns those social media accounts and the contacts accrued over the years? ?...

"Where the employee is Tweeting, maintaining a LinkedIn page, or otherwise posting to a branded social media site, the employer should require the employee to sign an agreement specifically acknowledging that (i) the Twitter, LinkedIn, Facebook, etc. account belongs to the employer (and not to the employee), (ii) the employee is posting to the account on behalf of, at the request of, and in connection with his/her employment with, the employer, (iii) the account is the property of the employer, and that (iv) the employee understands that, upon termination of the employment for any reason, the account will stay with the employer, and not follow the employee," Sholinsky and

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Neuhauser both said.

Sholinsky and Neuhauser also suggested that the agreement "require the employee to provide the employer access to the account at any time, including providing passwords. The employee should be required to provide his/her supervisor, or other designated individual, with current passwords for the social media accounts." ?...

The situation becomes more complicated where the employee is posting to his/her own account, such as a personal LinkedIn account. In such circumstances, it will be much more difficult (if not impossible) for a company to assert ownership of the social media site. In this situation, the employer may be best served by a confidentiality agreement prohibiting employees from disclosing trade secret and proprietary information, which, in some businesses, could include the identity of customers and could form the basis for prohibiting employees from, for example, 'friending' or 'Linking In' with company clients," they both said.