

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

This Confidentiality / Non-Disclosure Agreement ("Agreement") is made effective as of [Date], by and between [Employee Name] ("Recipient") and [Employer Name], located at [Employer Address] ("Disclosing Party").

Recitals

WHEREAS, the Recipient will be employed by the Disclosing Party and in such capacity is likely to receive and have access to sensitive and confidential patient information ("Confidential Information") during the course of employment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Confidentiality Obligations

- a. The Recipient agrees not to share, disclose, or otherwise make available the Confidential Information to any individual or entity within or outside of the Disclosing Party's organization, except as authorized by the Disclosing Party.
- b. The Recipient shall not publish, communicate, or use the Confidential Information without express authorization from the Disclosing Party.
- c. The Recipient undertakes not to use or disclose any Confidential Information for purposes other than those expressly authorized by the Disclosing Party.
- d. The Recipient agrees not to remove any Confidential Information from the premises of the Disclosing Party without explicit permission.
- e. Upon receiving any Confidential Information, the Recipient accepts full responsibility for maintaining its confidentiality and safekeeping.
- f. The Recipient shall take all reasonable steps to prevent unauthorized access, examination, or copying of the Confidential Information.

Term

This Agreement shall remain in effect during the Recipient's employment with the Disclosing Party and shall continue thereafter until such Confidential Information becomes publicly known through no fault of the Recipient or is otherwise lawfully released by the Disclosing Party.

Breach and Remedies

The Recipient acknowledges that any breach of this Agreement may result in immediate termination of employment and may give rise to legal action for injunction, damages, or both.

General Provisions

- a. This Agreement sets forth the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations.
- b. Any amendment to this Agreement must be in writing and signed by both parties.
- c. This Agreement shall be governed by the laws of [Jurisdiction].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Employer Name]

By: _____

Name:

Title:

Date:

Recipient

Name (Print): _____

Signature: _____

Witness (if required): _____

Date: _____