

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter the “Agreement”) is entered into by and between Baylor Scott & White Medical Center – Lakeway (hereinafter “the Company”) and myself (hereinafter, collectively, “the parties”). In serving as an employee, temporary worker, or contract hire of the Company, I understand that I will be exposed to information about the Company and its employees, residents, customers, and business relations that the Company considers to be of a confidential and/or proprietary nature, and I understand that the Company wishes to protect this information. As a condition of my employment by the Company, I agree to the following:

I agree and acknowledge that for the purposes of this Agreement, the following definitions apply: (A) “Confidential information” means data and information, in whatever form (including but not limited to oral, written, printed, recorded, transcribed, taped, filmed or graphic materials, however produced or reproduced, electronic, magnetic, or mechanical recordings of any kind, tapes, cassettes, disks, compact discs, diskettes, chips, cartridges, hard drives, and records, source code and object code, other than Trade Secrets, that is valuable to the Company or any person or entity represented by or affiliated with the Company and is considered by the Company to be secret, confidential, proprietary, and that is not generally known to the public or competing businesses; (B) “Nondisclosure Period” means the period beginning on the date last written below and continuing indefinitely after the termination of my employment with the Company for any reason; and (C) “Trade Secret” means any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers, or other information similar to any of the foregoing, which derives economic value, actual or potential, from not being known to, and not being readily ascertainable through proper means by other persons who can derive economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to main its secrecy. (D) Protected Health Information (PHI) is that personally identifiable to an individual.

Confidentiality. I agree to hold in confidence all Trade Secrets of the Company and not to disclose, publish, or make use of such Trade Secrets without the prior written consent of the Company for as long as the information remains a Trade Secret under this Agreement and/or applicable law. I further agree to hold in confidence and not to disclose or allow through a lack of reasonable care to be divulged to anyone, from my own use or benefit or for the use or benefit of others or for any reason, any Confidential Information of the Company or of any person or entity represented by or affiliated with the Company during the Nondisclosure Period without the prior written consent of the Company. Further, I will make no use of such Confidential Information except as expressly authorized by the Company in writing. This restriction shall not apply to disclosures that are required by law.

Protected Health Information (PHI). I agree that I will act as a reasonable custodian of any PHI that I will gain access to in the normal course of my duties and/or interaction with clients or residents. This includes but is not limited to, taking necessary steps to prevent the exposure of such information to anyone outside the staff who generated the information or other employees of the Company; adherence to all HIPAA regulations as they exist at the time this agreement becomes effective and as they change from time to time; and adherence to all the Company’s policies and procedures pertaining to the access to and destruction of PHI.

Intellectual Property Ownership. All work performed by me is “work for hire” as an employee at will, and I will assign to the Company all rights in all designs, creations, and improvements, original works or ownership, formulas, processes, know-how techniques, inventions and all other information or items created by me during the term of my employment. The rights assigned include title and interest in all patent, copyright, trade secret, trademark and other proprietary rights.

Return of Property. I agree to return all property of the Company immediately upon termination of my employment with the Company for any reason, including, but not limited to, all data, documentation, software and information, in

whatever form, inventory, printed materials, customer lists, price lists, reports, handbooks, training materials, research, marketing materials, sales information, or any other documents obtained by me as a result of my employment with the Company, and all copies thereof.

I understand and agree that if I breach this Agreement, I will be responsible for paying all attorneys' fees and other legal costs incurred by the Company in enforcing this Agreement.

It is understood and intended by the parties hereto that if any portion of this Agreement is held to be unreasonable, unenforceable, arbitrary, or against public policy, then such portion of such covenant shall be considered divisible as to time and prohibited activities, and the remaining provisions shall remain in effect. No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto. The Company shall be entitled to injunctive relief to prevent and put an end to any violations of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and the parties agree that no representations or agreements, oral or otherwise, relating to the subject matter of this Agreement that are not contained in this Agreement shall be valid or binding. The Company may assign this Agreement to any successor of the Company, in which case it will be binding upon and inure to the benefit of the assignee.

By signing below, I acknowledge that I have read and I understand this Agreement and all of its provisions and that I have been given an adequate opportunity by the Company for explanation and discussion of this Agreement. I sign this Agreement voluntarily of my own free will, and I am not suffering from any disability or condition that would render me unable to enter into this Agreement.

Baylor Scott & White Medical Center –
Lakeway and Subsidiary and/or Affiliated
Organization(s)

Employee/Temporary Worker/Contract Hire

By: _____

Signature

Title: _____

Printed Name

Date: _____

Date: _____

Original to Personnel File
Copy to Employee