

CONFIDENTIALITY AGREEMENT
FOR NON-EMPLOYEES
OF THE MEDICAL COLLEGE OF WISCONSIN

I (the undersigned) will participate in the Program of the Medical College of Wisconsin, Inc. (the "Medical College") described below. The Program may be conducted at the Medical College or at Froedtert Memorial Lutheran Hospital, Children's Hospital of Wisconsin, the Clement J. Zablocki Veterans Affairs Medical Center or another affiliate of the Medical College (each, an "Affiliate"). I acknowledge and stipulate that during the Program, I may come into contact with Confidential Information (as defined below); that the use or disclosure of Confidential Information by me except as expressly authorized by the Medical College is prohibited and would seriously damage the Medical College and/or an Affiliate; and that in addition to being given access to Confidential Information, I will receive material benefits as a result of my participation in the Program with the Medical College including experience.

Therefore, I agree:

1. During the Program and for so long thereafter as Confidential Information is required by law or under any contractual obligation of the Medical College or any Affiliate to remain confidential and in any event for at least two years after the termination of the Program, I shall not, without the prior consent of the Medical College, directly or indirectly: (a) divulge, furnish or make accessible to any person, or copy, take or use in any manner any Confidential Information or any document or any media containing any Confidential Information; or (b) take any action which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of any Confidential Information.

2. To protect Confidential Information, I will view or discuss Confidential Information only with the specific members of the medical care or research team involved in the Program, only on a need-to-know basis and only in an appropriate setting. When Confidential Information is discussed with appropriate medical care or research team members, I will use discretion in the location of such discussions and will minimize the volume of my voice to avoid a breach of confidentiality. I understand and agree that I will not have a password to access any electronic medical or other records or information, and that I will not do so by using another person's password. I acknowledge that I have no permission or license to use any Confidential Information for any purpose. I shall, at the conclusion of my participation in the Program with the Medical College for any reason, return any documents and all copies thereof containing or comprising Confidential Information in my possession or control.

3. The provisions of this Agreement shall survive the termination of my participation in the Program with the Medical College for any reason. The restrictions in this Agreement are in addition to any other restrictions that may be required under Federal or State law with respect to any Confidential Information.

4. "Confidential Information" means all of the materials, information and ideas of the Medical College or any Affiliate including, without limitation, all patient and human research subject records and information, whether in oral, paper or electronic form, including but not limited to any data or information regarding a patient's or search subject's health care, financial status and medical bills, patient lists, operation methods and information, accounting and financial information, research data, technical information, including but not limited to documents, drawings, sketches and data, marketing and pricing information and materials, analysis and reports, internal publications and memoranda and other matters considered confidential by the Medical College or an Affiliate. Confidential Information is defined to exclude information, which I can establish: (a) was public knowledge as of the execution date of this Agreement; or (b) became public knowledge thereafter through no fault of mine; or (c) which was known to me prior to my participation in the Program.

5. I understand that failure to maintain the confidentiality of Confidential Information will result in immediate termination of my participation in the Program and my inability to participate in any future program of the Medical College.

6. I understand that neither the Medical College nor any Affiliate will defend me or indemnify me for any costs, expenses, attorney fees, fines or damages related to any claim or charges resulting from any acts or omissions by me relating to or arising out of my participation in the Program, including but not limited to a breach of confidentiality. In addition, I agree to indemnify the Medical College and each Affiliate and their respective officers, employees and agents for any costs, expenses, attorney fees, fines or damages they incur to defend themselves against or satisfy claims relating to or arising in any way from my acts or omissions during my participation in the Program, including but not limited to a breach of confidentiality.

I have read and had a chance to ask questions regarding this Agreement. I understand the terms of this Agreement and agree to abide by them.

Signature

Date

Witness's Signature

Date

Print Name

Address

City, State Zip

Instructions: The above Agreement will be read by the participant and signed in the presence of the Department Administrator or a person delegated by the Administrator to witness this process, prior to participation. The original Agreement must be forwarded to the Medical College Office of Human Resources where it will be kept on file. A copy may be retained by the Department Administrator. Copies will be provided to the participant and to the Medical College Office of Risk Management. The Department Administrator will either complete the Program section below, or will make sure that it is completed by the appropriate Medical College faculty or staff member.

Program:

Dates of Program: _____ to _____

Location of Program: _____

Medical College Faculty and Department Responsible for Program: _____

Description of Program: _____
