

## **CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_, \_\_\_\_\_ between Westminster Free Clinic ("WFC") and \_\_\_\_\_ ("Recipient").

### **1. PURPOSE**

Recipient wishes to provide volunteer administrative or medical services (the "Services") to WFC and in connection with the Services, WFC may disclose to Recipient certain confidential technical, business and patient information which WFC desires Recipient to treat as confidential.

### **2. CONFIDENTIAL INFORMATION**

"Confidential Information" means any information disclosed to Recipient by WFC, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation documents, patient files, oral patient histories, patient medical records, personal information and all information relating to a patient's care, treatment or condition. Confidential Information may also include information disclosed to WFC by third parties.

### **3. NON-USE AND NON-DISCLOSURE**

Recipient agrees not to use any Confidential Information for any purpose except to engage in and discuss the Services with WFC. Recipient agrees not to disclose any Confidential Information to any third parties. Recipient shall not disclose Confidential Information to employees of Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the Services contemplated herein.

### **4. MAINTENANCE OF CONFIDENTIALITY**

Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by WFC. Recipient shall immediately notify WFC in the event of any unauthorized use or disclosure of the Confidential Information.

### **5. RETURN OF MATERIALS**

All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Recipient shall be and remain the property of WFC and shall be promptly returned to WFC upon WFC's request.

### **6. CLINIC PRIVACY POLICY**

I have read and understand the Westminster Free Clinic Privacy Policy attached hereto as Exhibit A. I agree to abide by such policy and understand that failure to do so will result in my immediate termination as a volunteer from WFC.

### **7. TERM**

This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient. This agreement shall survive Recipient's resignation or termination from WFC.

**8. REMEDIES**

Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to WFC, entitling WFC to obtain injunctive relief in addition to all legal remedies.

**9. MISCELLANEOUS**

This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns, except that Recipient may not assign or transfer this Agreement, by operation of law or otherwise, without WFC's prior written consent. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES. This document contains the entire agreement between the parties with respect to the subject matter hereof. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

ACCEPTED AND AGREED TO BY THE AUTHORIZED REPRESENTATIVE OF EACH PARTY:

**WESTMINSTER FREE CLINIC**

**RECIPIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_