

WAKE COUNTY MEDICAL SOCIETY COMMUNITY HEALTH FOUNDATION

EMPLOYEE CONFIDENTIALITY and DISCLOSURE AGREEMENT

This Agreement is made between EMPLOYEE and Wake County Medical Society Community Health Foundation (WCMS-CHF).

EMPLOYEE will perform services for WCMS-CHF which may require WCMS-CHF to disclose confidential and proprietary information (“Confidential Information”) to EMPLOYEE. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to EMPLOYEE’s services for WCMS-CHF, the business or operations of WCMS-CHF, and/or the plans, processes, or other data of WCMS-CHF and its Employees). Accordingly, to protect the Confidential Information that will be disclosed to EMPLOYEE, the EMPLOYEE agrees as follows:

- A. EMPLOYEE will hold the Confidential Information received from WCMS-CHF in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- B. EMPLOYEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by WCMS-CHF.
- C. EMPLOYEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of her/his duties for WCMS-CHF.
- D. EMPLOYEE will, upon the request or upon the termination of his/her relationship with WCMS-CHF deliver to WCMS-CHF any notes, documents, equipment, and materials received from WCMS-CHF or originating from activities for WCMS-CHF.
- E. WCMS-CHF shall have the sole right to determine the treatment of any work product received from EMPLOYEE, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as WCMS-CHF may deem appropriate.
- F. WCMS-CHF reserves the right to take disciplinary action, up to and including separation of employment, for violations of this Agreement.

EMPLOYEE represents and warrants that s/he is not under any preexisting obligations inconsistent with the provisions of this Agreement. Signing below signifies that the EMPLOYEE agrees to the terms and conditions of the agreement as stated above.

“EMPLOYEE” – Print Name

Employee Signature

Date