



NON-DISCLOSURE AGREEMENT (*Students/Observation Only*)

THIS NON-DISCLOSURE AGREEMENT ("Non-Disclosure Agreement") is made and entered into as of this [REDACTED] day of [REDACTED], 20[REDACTED] ("Effective Date"), by and between EAST ALABAMA HEALTHCARE AUTHORITY d/b/a EAST ALABAMA HEALTH, and its affiliated entities (hereinafter referred to as "Provider") and [REDACTED] (hereinafter referred to as "Student").

WHEREAS, Provider has agreed to permit Student to observe the delivery of health care in Provider's facility as learning experience. In connection with Student's observations, Student has possible access to Confidential Information; and

WHEREAS, Provider requires that Student protect the privacy and confidentiality of the Confidential Information.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

1. Confidential Information. For purposes of this Non-Disclosure Agreement, "Confidential Information" means information whether oral, written or recorded in an electronic format or other medium (other than that which is public knowledge) about the business, activities, operations, or facilities of Provider, including but not limited to its methods, techniques, and processes; development, costs and pricing of its products and services; business and marketing strategies and plans; financial data, personnel data; all trade secrets pertaining in any respect to Provider's business; and other non-public information furnished to or obtained by Student form or on behalf of Provider. "Confidential Information" shall also include Protected Health Information ("PHI") as that term is defined in 45 CFR 164.501, including, without limitation, any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; or (ii) the provision of health care to an individual; or (iii) the past, present or future payment for the provision of health care to an individual; and (iv) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Any notes, papers, databases or other items that contain, embody, discuss, describe, refer or relate to Confidential Information shall likewise be considered Confidential Information within the meaning of this Non-Disclosure Agreement. All Confidential Information shall at all times and for all purposes be considered the property of Provider.

2. Non-Disclosure Covenants. Student acknowledges that he is in a position of trust and confidence. In particular, Provider and Student recognize that Student may come into contact with or have access to Confidential Information. During the term of this Non-Disclosure Agreement, Student agrees as follows:

a. Student shall not use or disclose Confidential Information in any manner other than while observing the delivery of healthcare at Provider's facility. Further, Student shall not use Confidential Information in any manner that would constitute a violation of any local, state or federal laws, rules or regulations.

b. Student acknowledges that Provider has a duty under law to keep Protected Health Information confidential and secure and that any unauthorized use or disclosure of Protected Health Information may subject Provider to substantial fines, penalties and damages. Student agrees to use reasonable care to avoid the disclosure or dissemination of any Confidential Information.

c. The obligations set forth in this Section 2 shall survive termination of this Non-Disclosure Agreement, regardless of the reasons for termination.

3. Return of Provider Property. Upon termination or expiration of the Agreement and immediately upon request by Provider, Student will return to Provider all documents, materials and other property belonging to Provider, including but not limited to all Confidential Information, in Student's possession or control. Notwithstanding the above, upon termination of this Agreement for any reason, Student shall return or destroy all PHI (regardless of form or medium), including all copies thereof and any data compilations derived from PHI and allowing identification of any Individual who is the subject of PHI.

4. Term and Termination. This Non-Disclosure Agreement shall commence on the Effective Date and will remain effective for the entire duration of Student's observations. In the event of a material breach by Student of any of its obligations hereunder, Provider shall have the right, as specifically recognized by Student, to terminate the Agreement at any time by providing Student written notice of termination setting forth a description of the breach and the effective date of termination.

5. Injunctive Relief. In the event of a breach by Student of any of its obligations hereunder, Provider shall have, in addition to any other rights and remedies available at law or in equity, the right to obtain injunctive relief without the necessity of proving actual damages or that any irreparable harm would or might result from a failure to obtain injunctive relief, it being acknowledged and agreed to by all parties hereto that any such breach will cause irreparable harm to Provider and that monetary damages alone will not provide an adequate remedy.

6. Indemnification. Student shall indemnify and hold Provider, and its employees, officers, directors, independent Students, agents and representatives, harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Non-Disclosure Agreement by Student. The obligations set forth in this Section 6 shall survive termination or expiration of this Non-Disclosure Agreement, regardless of the reasons for termination.

7. Governing Law and Venue. This Non-Disclosure Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Alabama, without giving effect to any conflict of laws provisions. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Non-Disclosure Agreement, or any provision hereof, shall take place in the State of Alabama in the County in which Provider has its place of business. Student hereby consents to the personal jurisdiction of the state and federal courts in such County, in any dispute arising from or related to this Non-Disclosure Agreement.

8. Binding Effect; Modification. This Non-Disclosure Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns. This Non-Disclosure Agreement may only be amended or modified by mutual written agreement of the parties.

9. Waiver. The failure of either party at any time to enforce any right or remedy available hereunder with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

10. Severability. In the event that any provision or part of this Non-Disclosure Agreement is found to be totally or partially invalid, illegal, or unenforceable, then the provision will be deemed to be modified or restricted to the extent and in the manner necessary to make it valid, legal, or enforceable, or it will be excised without affecting any other provision of this Non-Disclosure Agreement, with the parties agreeing that the remaining provisions are to be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

11. Assignment. This Non-Disclosure Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by either party without the prior written consent of the other party and any assignment or transfer without proper consent shall be null and void.

12. No Third-Party Beneficiaries. Nothing express or implied in this Non-Disclosure Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Provider, Student and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

IN WITNESS WHEREOF, Provider and Student have each caused this Non-Disclosure Agreement to be executed in their respective names by their duly authorized representatives, as of the day and year first above written.

"PROVIDER"

EAST ALABAMA HEALTHCARE AUTHORITY

2000 PEPPERELL PARKWAY

OPELIKA, ALABAMA 36801

Signature: _____

Print Name: _____

"STUDENT/OBSERVER"

Name: _____

Address: _____

City, State _____

Student/Observer Signature: _____

Student/Observer Print Name: _____