



DHAMY SIVAMOHAN, MD

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Confidentiality Agreement

This Confidentiality Agreement (“Agreement”), effective on the date of signature below, is executed between **Family Medical Associates, PC**, (together with its subsidiaries, hereinafter referred to as the “Practice” or “Company”), whose principal address is 1428 North Gardner Street, Scottsburg, IN 47170, and (hereinafter referred to as “Employee”), whose address is:

By accepting employment, the employee agrees to maintain confidentiality and to use only in the interest of the practice, all information acquired by Employee in the course of employment (“Confidential Information”) as further clarified below. The Employee’s responsibilities are to further the interests of the Company and to permit the Company to comply with its obligations, including those to its licensors and actual and prospective customers, and others to whom the Company may have similar obligations regarding confidentiality.

Confidential and Proprietary Information

Confidential Information refers to any information or material which is confidential or proprietary to the company, which the employee may obtain through any direct or indirect contact with the company. Employees often have access to confidential, secret, and proprietary information and must use or disclose information learned or acquired through their association with the Company only to perform their jobs.

Confidential Information may include, but is not limited to, Protected Health Information (as defined in 45 CFR 160.103), business records and plans, financial statements, research, trade secrets, technical information, proprietary information, innovations/inventions, copyrights, and other intellectual property, workflow information, reports, computer discs, tapes, cards or other computer records, materials, designs, records, documents, notes, memoranda, specifications, equipment, patient lists, staff/employee lists, vendor lists, and any other information the practice may deem proprietary from time to time, whether an original or copy and in any and all media.

Confidential Information does not include matters of public knowledge or matters that have been authorized for disclosure by the company.

Care must be taken to maintain in strict confidence any Confidential Information of possible value to competitors, potentially damaging to customers and their competitors, or received under an expressed or implied secrecy obligation or information received from third parties.

Confidentiality Maintained

Confidential Information acquired during employment must not be used for individual benefit. Access to Confidential Information does not carry with it personal benefit or advantage but imposes an obligation to keep such information confidential and to use it solely in the interest of the Company. Employee shall, both during and after their employment with the Company, protect and hold in strictest confidence the Company’s Confidential Information.

Employee shall not copy or modify any Confidential Information and shall not disclose any Confidential Information to any person or entity without the prior written consent of the Company. Employee shall promptly advise authorized officials of the Company of any possible unauthorized disclosure or use of the confidential information. Employee shall have access to Confidential Information sufficient to perform their job duties.

No Use of Information

Employees must realize that Company information is only for the Company’s use and not for distribution to the outside. Employee shall not, either during or after his or her employment with the Company, use or disclose to or any other person, directly or indirectly, any of the Company’s Confidential Information, except as such disclosure or use is expressly authorized by the Company in writing. When in doubt, Employee should treat the matter in the strictest confidence and consult the Company’s owner or manager for clarification.

Non-Removal of Records

All Confidential Information the Employee either provided prepares himself/herself, uses, or otherwise acquires during his/her employment with the Company are and shall always remain the sole and exclusive property of the Company. All such items shall be immediately returned to the Company upon termination of the Employee’s employment with the Company.

General Provisions

Upon the termination of employment or any other time upon written request of the company, Employee shall promptly return all Confidential Information in Employee’s possession. The employee shall also attest via written statements, that all Confidential Information has been returned within five (5) days of termination of employment or the employee’s receipt of a request to surrender Confidential Information.

The employee acknowledges and agrees that the provisions set forth in this Agreement are reasonable and necessary to protect the Company’s business interests and Confidential Information. In the event of any actual or threatened breach by Employee, the Company shall be entitled to seek an injunction or other equitable relief to restrain the unauthorized disclosure, in whole or in part, without the posting of any bond. Notwithstanding, the Company shall be entitled to pursue any other remedies available at law or in equity, including a claim for losses and damages.

Employee’s confidentiality obligations shall survive indefinitely from the date of signature of this agreement. Any amendments to this agreement must be in writing and signed by each party. The confidentiality provisions of this Agreement shall always remain in full force and effect after the effective date of this Agreement, including after termination. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Employee has hereunto set their hand, and the Company has caused this Agreement to be executed in its name and on its behalf, all as of the day and year written below.

Employee signature: _____

Print name: _____

Date: _____

[Practice] signature: _____

Print name: _____

Date: _____