Maryland Organization of Nurse Leaders, Inc.

Maryland Nurse Residency Collaborative

**NON‑DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

THIS Non-Disclosure and Confidentiality Agreement (“Agreement”) is between the Maryland Organization of Nurse Leaders, Inc./Maryland Nurse Residency Collaborative (“MONL”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Faculty Consultant”), at (name of nursing college/university)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Faculty Consultant and MONL are each singularly referred to as “Party” and collectively referred to as “Parties”. This Agreement is effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”).

**RECITALS**

 **WHEREAS,** to facilitate a business relationship, MONL and Faculty Consultant each take the obligation to protect confidential, proprietary and commercially valuable information very seriously, and enter into this Agreement with the specific intent of protecting the Confidential Information defined herein;

 **WHEREAS,** MONL may disclose to Faculty Consultant certain confidential information (“**Confidential Information**”) in connection with the business purpose described herein (“**Business Purpose**”) and each desires that any such information shall be kept confidential by Faculty Consultant;

 **WHEREAS,** in consideration of MONL’s disclosure, Faculty Consultant is willing to hold in trust MONL’s Confidential Information and keep it strictly confidential in accordance with the terms and conditions set forth in this Agreement; and

 **NOW, THEREFORE,** for the mutual premises contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, MONL and Faculty Consultant hereby agree as follows:

# 1. DEFINITIONS.

**Confidential Information** shall include, but is not limited to: the information of MONL, and its member organizations (“**Members**”), encompassed in all databases, studies, project data, technology, plans, designs, concepts, financial information, costs, pricing, spend and fee data, computer programs, contract portfolios, videos, animation and designs; computer codes, including but not limited to, HTML, .NET, ASP, SQL, JAVA or Javascript; formulas, websites; equations, customer information, vendors, business partners or suppliers; business and marketing plans or strategies, whether in digital or physical form, booklets, pamphlets, guides, analytical tools, instructions and any other written material in written, printed or electronic form; financial performance and projections; and all concepts, know-how, or ideas in or directly related to MONL’s business, and the business of its Members, that have not previously been publicly released by duly authorized representatives of MONL, and its Members.

# “Business Purpose” means accessing Confidential Information for purposes of implementing the Nurse Residency Program.

# 2. Restrictions and obligations.

1. Confidential Information furnished, directly or indirectly, in writing or otherwise, to Faculty Consultant by MONL or its Members under this Agreement are and shall remain the property of MONL, and its Members and shall be used only as provided herein. Faculty Consultant shall not alter or remove any proprietary markings placed on any of the information.
2. Faculty Consultant agrees to hold in confidence any Confidential Information of MONL, and its Members to which Faculty Consultant has access and shall not utilize, except for the Business purposes, or disclose such Confidential Information to any person or entity. Faculty Consultant agrees that Faculty Consultant will treat such Confidential Information in the same manner as Faculty Consultant would treat Faculty Consultant’s own information of like kind, but in any event not less than reasonable means. When requested by MONL and in any event after the termination or expiration of this Agreement, Faculty Consultant will return to MONL any of MONL’s, or Member property and any copies thereof on any medium that has come into Faculty Consultant’s possession during the term of this Agreement, unless written authorization from MONL to keep such property has been received or certify in writing that all such copies of the Confidential Information have been destroyed by shredding. Faculty Consultant may return the Confidential Information, or any part thereof, at any earlier time.

1. Faculty Consultant may use the Confidential Information only in connection with the Business Purpose defined herein**.**
2. Faculty Consultant agrees that, for a period of three (3) years from the termination of this Agreement, Faculty Consultant shall use the same means and precautions Faculty Consultant uses to protect Faculty Consultant’s own confidential and proprietary information.
3. With certain exceptions noted herein, the foregoing shall not prevent Faculty Consultant from disclosing Confidential Information which is (i) rightfully received by Faculty Consultant from a third party without an obligation of confidentiality; (ii) publicly known or becomes publicly known through no unauthorized act of Faculty Consultant; (iii) independently developed by Faculty Consultant, without any use whatsoever of the Confidential Information; or (iv) required to be disclosed pursuant to a legally binding requirement of a governmental agency (e.g. a subpoena), or by law (e.g. HIPAA), so long as Faculty Consultant provides MONL or its Members with five (5) business days’ notice of such requirement, prior to any such disclosure. Notwithstanding the exceptions provided for in the preceding sentence, any and all information of MONL which, regardless of any prior disclosure to any third party and which is in the actual or constructive possession of Faculty Consultant is considered a trade secret under either the federal Defend Trade Secrets Act of 2016 or the Maryland Uniform Trade Secrets Act shall at all times be and remain protected information under this Agreement and Faculty Consultant’s obligations of confidentiality and non-disclosure relating thereto shall not be excused, waived or mitigated in any manner whatsoever
4. Faculty Consultant agrees to immediately notify MONL of any instances of which Faculty Consultant is aware in which the confidentiality of any Confidential Information has been breached.
5. This section shall survive termination of this Agreement.

# COMPLIANCE WITH FEDERAL AND STATE PROGRAMS.

# Faculty Consultant represents that Faculty Consultant is not excluded or debarred from participation in the Medicare, Medicaid, or other Federal and State health care programs, and agrees not to employ, contract with, or obtain goods or services from any person or entity so excluded or debarred in violation of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, the Balanced Budget Act of 1997, Pub. L. No. 105-33, or the Office of Inspector General Special Advisory Bulletin 99-25427, 9/29/99, or other applicable laws.

# NonAssignment.

This Agreement shall be binding on the Parties and their respective successors in interest. Neither Party shall have the power to assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

# Remedies.

The Parties agree that, in the event of breach of this Agreement by Faculty Consultant, it will be difficult for MONL, establish the amount of loss or damages with reasonable certainty. The Faculty Consultant agrees that, in addition to other legal relief that may be available to MONL, and its Members, this Agreement may be enforced by injunctive relief.

# NOTICES.

Any notices required by this Agreement shall be given by hand or sent by first class mail to the applicable address set forth above. The Parties agree that this Agreement and any attachments hereto (i) are the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of the Confidential Information; (ii) supersede all related discussions and other communications between the Parties; (iii) may only be modified in writing by authorized representatives of the Parties; and (iv) shall be governed by the laws of the State of Illinois.

 **IN WITNESS WHEREOF,** Faculty Consultant and MONL have each caused this Agreement to be signed below as of the Effective Date shown above.

**SO AGREED.**

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| **FACULTY CONSULTANT** | **Maryland Organization of Nurse** **Leaders, Inc.** |

By: By:

Printed Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_