

**THE UTAH HEALTH INFORMATION NETWORK, INC.  
CONFIDENTIAL DISCLOSURE AGREEMENT**

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

In order to preserve and protect information (“**Confidential Information**”) which is confidential and proprietary to, and a trade secret of, The Utah Health Information Network, Inc. (“**UHIN**”), UHIN and the “**Recipient**” identified below agree that:

1. **DISCLOSING PARTY:** The party disclosing Confidential Information under this Agreement is UHIN.

2. **PRIMARY REPRESENTATIVE:** Each party’s representative for coordinating disclosure or receipt of Confidential Information is:

UHIN:

Recipient: \_\_\_\_\_

3. **DESCRIPTION OF CONFIDENTIAL INFORMATION:** The Confidential Information disclosed under this Agreement is described as:

and such other information as is marked or identified as confidential at the time of disclosure or should have been known to be “confidential” or “proprietary” to UHIN from its nature or the circumstances of its disclosure. Confidential Information includes all embodiments of Confidential Information in any medium provided to or created by the receiving party, including originals, copies, notes, memoranda, abstracts and summaries.

4. **USE OF CONFIDENTIAL INFORMATION:** Recipient will use Confidential Information disclosed hereunder solely for the following purpose(s) and no other:

5. **MAINTENANCE OF CONFIDENTIAL INFORMATION.** Recipient will keep in confidence, and not disclose without UHIN’s express written authorization, and will use solely for purposes of or as provided in this Agreement, Confidential Information disclosed by UHIN or derived from Confidential Information disclosed by UHIN.

6. **STANDARD OF CARE:** Recipient will protect the confidentiality of Confidential Information disclosed against unauthorized use, dissemination or publication with the same degree of care that it exercises with respect to its own information of like import, but in no event less than reasonable care, and will utilize appropriate safeguards and other-

wise exercise reasonable precautions to prevent the unauthorized disclosure of Confidential Information, and to ensure that its employees, agents and contractors also comply with the provisions of this Section 6.

7. **CONFIDENTIALITY PERIOD:** Recipient’s obligations under this Agreement shall continue so long as the Confidential Information disclosed is confidential and proprietary to, and a trade secret of, UHIN.

8. **EXCLUSIONS:** This Agreement imposes no obligation upon Recipient with respect to information that: (a) was in Recipient’s possession before receipt from UHIN; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is lawfully received by Recipient from a third party without a duty of confidentiality; (d) is independently developed by Recipient; or (e) is disclosed under operation of law or pursuant to a court order.

9. **WARRANTY:** UHIN warrants that it has the right to make the disclosures under this Agreement. **NO OTHER WARRANTIES ARE MADE BY UHIN THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED “AS-IS”.**

10. **RIGHTS:** Recipient does not acquire any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes set forth in Section 4.

**11. MISCELLANEOUS**

This Agreement imposes no obligation on any party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products.

Unauthorized disclosure or use of Confidential Information will cause immediate and irreparable injury to the UHIN, which may not be adequately compensated by damages and for which there is no adequate remedy at law. In the event of any actual or threatened misappropriation of Confidential Information, Recipient agrees that UHIN will be entitled to an injunction prohibiting such misappropriation, and to specific enforcement of Recipient’s obligations hereunder, in addition to any other remedy now or hereafter available.

This Agreement does not create any agency or partnership relationship.

All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

This Agreement is made under, and will be construed according to, the laws of the State of Utah.

**THE UTAH HEALTH INFORMATION NETWORK, INC.**

\_\_\_\_\_  
Authorized Signature  
Name:  
Title: Office Manager

**Organization Name** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_