

## CONFIDENTIALITY AGREEMENT

This Agreement is entered into as of \_\_\_\_\_, 20 \_\_, by SINAI HOSPITAL OF BALTIMORE, INC., of 2401 West Belvedere Avenue, Baltimore, Maryland 21215, on behalf of itself and its affiliates (collectively, "Sinai"), and \_\_\_\_\_, ("Rotator").

### Background

For purposes of this Agreement Sinai is a Covered Entity pursuant to the Health Insurance Portability and Accountability Act of 1996, (the "Privacy Rule"). Pursuant to the Privacy Rule, Sinai is required to obtain satisfactory assurances that Rotator will appropriately safeguard all Protected Health Information as defined in the Privacy Rule. Therefore, Rotator shall agree to execute this Confidentiality Agreement.

THEREFORE, the parties agree as follows:

1. **Confidential Information.**
  - a. "Confidential Information" means any oral or written disclosures by Sinai or its officers, employees, agents, advisors, or other representatives (collectively, "Representatives"), to Rotator that can be deemed to be Protected Health Information of any current or former patients of Sinai or it's Affiliates. "Protected Health Information" or "PHI" shall have the same meaning as in 45 CFR 164.501 in the Privacy Rule.
  - b. Confidential Information does not include all or any portion of information that (i) becomes generally available to the public other than as a result of a disclosure by the Rotator, or (ii) was or becomes available to the receiving party from a source other than the disclosing party or its Representatives, provided that such source was not itself under an obligation to maintain the confidentiality of the information.
2. **Restrictions on Use.** Rotator will not use any Confidential Information that it receives from their tour and visit throughout the Hospital for any purpose, other than for the purpose of evaluating a possible employment relationship between Sinai and Rotator.
3. **Non-Disclosure of Confidential Information.** Except as otherwise required by law, Rotator agrees that, without the prior written consent Sinai, it will not disclose to any third party any Confidential Information received from their tour of Sinai.
4. **Return of Documents.** Rotator agrees that any and all written material received from the other party containing Confidential Information will not be removed from Sinai's facility.

5. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland. Each party hereby submits to the jurisdiction of the federal and state courts of Maryland for any action involving this Agreement.

6. **Waivers; Notice.** No waiver of any of the terms or conditions of this Agreement will be effective unless it is set forth in a document signed by the party that is to be bound. A waiver will be effective only in the specific instance and for the specific purpose for which it is given, and no waiver is to be construed as a waiver of any subsequent or different obligation. Notices given pursuant to this Agreement shall be deemed to have been duly given if mailed or delivered to the recipient's principal office (marked for the attention of its president) or to its registered agent.

7. **Entire Agreement; Amendments; Survival.** This Agreement contains the entire agreement of the parties with regard to its subject and supersedes all previous understandings and commitments. This Agreement may not be amended, modified, or revoked except by means of a written instrument executed by both parties. Nothing in this Agreement is to be construed as an obligation to enter into any further agreement.

8. **Severability.** Should any provision of this Agreement be held invalid or void for any reason, the remaining provisions will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed.

**SINAI HOSPITAL OF BALTIMORE, INC.**

Medical Education Office Signature:

**ROTATOR**

Print Name:

Signature:

Current Position:

Institution: