

AMERICAN COLLEGE OF PHYSICIAN ADVISORS, INC.

**BOARD OF DIRECTORS
NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement") is entered into this _____ day of _____, 20__, between the American Academy of Physician Advisors, Inc. (the "College") and _____ (Director)

WHEREAS, Director has been elected to and has agreed to serve as a Member of the Board of Directors of the College;

WHEREAS, as a duly elected member of the College's Board of Directors Director has a statutory duty to discharge their duties as a director in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances and in a manner that the Director reasonably believes is in the best interests of the College and this statutory duty exists even in the absence of this Agreement;

WHEREAS, the undersigned acknowledges that Director's fiduciary duty as set forth above includes the obligation not to disclose and to maintain the confidentiality of the Confidential Information shared by the College with directors to permit them to fulfill their responsibilities as directors;

WHEREAS, the parties agree that it is appropriate to enter into this Agreement by which the Director acknowledges their duty to maintain, protect, and not disclose the Confidential Information of the College both during their term as director and thereafter, to affirm Director's understanding of the College's definition of Confidential Information, and to affirm Director's understanding of the College's expectations concerning the handling of Confidential Information; NOW, THEREFORE, in consideration of the mutual promises herein contained and as a condition of Director's assumption of the office of director, the parties agree as follows:

1. Confidential Information. As used herein, "Confidential Information" means all information furnished by the College to the Director in connection with the performance by the Director of their responsibilities which should be reasonably understood by the Director to be confidential or proprietary information of the College, whether furnished orally or in writing, and regardless of whether specifically identified as "confidential" and all notes, analyses, compilations, studies or other documents which contain or otherwise reflect such Confidential Information. Confidential Information shall include, but not be limited to, financial information, strategic plans, membership information, operational information, legal and compliance information, intellectual property, partner and vendor information, education and certification program information, and board discussions and deliberations.

2. Confidential Information Exclusions. The provisions of this Agreement shall not apply to information in the public domain at the time it is shared with Director; information that, after disclosure to Director, becomes part of the public domain through dissemination by the College; generic information or knowledge that Director would have learned in the course of similar board experiences; and information which was not acquired directly or indirectly from the College.

3. Non-Disclosure and Use of Confidential Information. Director agrees that during their term as a director and for five (5) years thereafter (unless a longer period of time is specifically designated by the Board as being applicable to a specific item of Confidential Information), to:

(a) Hold in confidence and not to directly or indirectly disclose, disseminate, divulge, lecture upon, publish, report, reveal, or transfer any Confidential Information to any person or entity;

(b) Not directly or indirectly make use of any Confidential Information except for the purpose of conducting their responsibilities as a director; and

(c) Not permit unauthorized use of any Confidential Information by any person or entity under the control of Director.

(d) Promptly report to the College's President any unauthorized disclosure of Confidential Information.

4. Ownership and Return of Documents. All Confidential Information remains the exclusive property of the College. The College's administrative staff will instruct Director in the proper retention/destruction of Confidential Information which may have been supplied to them.

5. Enforcement. The College's Executive Committee, in consultation with the College's President and legal counsel, will determine whether a breach of this Agreement has occurred and how it will be addressed, including, if necessary, the pursuit of legal remedies by the College.

IN WITNESS WHEREOF, _____ and the College have caused this Confidentiality Agreement to be executed as of the day and year first above written.

By: _____

Date: _____

Board Director

American College of Physician Advisors

By: _____

Date: _____

Chair, Board of Directors

American College of Physician Advisors

