CONFIDENTIALITY AGREEMENT

Texas Children's Hospital has a legal and ethical responsibility to protect the confidentiality of information it obtains and/or uses to conduct its business. Please read this form carefully.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (print name) understand that it is likely that I will come into contact with Confidential and/or Proprietary information, as these terms are defined below, during my relationship with Texas Children's Hospital and/or its affiliated entities.

**Confidential information** refers to the most sensitive business information intended strictly for use within and between TCH entities, Medical Staff and authorized third parties, including employee personnel files, payroll information, business strategies, and trade secrets. Confidential information also includes protected health information that identifies a patient by any of the following: patient name, address, telephone number, medical record number, diagnosis, treatment information, billing information and any other information that could be used to identify an individual patient.

**Proprietary information** refers to information that is not considered confidential, but is intended for use within TCH unless otherwise authorized for distribution. This includes any of the following: TCH policies and procedures, financial information, business plans, supplier information, information systems, internal correspondence and any other information that relates to TCH operations.

Please review and initial the following statements to indicate your agreement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I will only use Confidential and/or Proprietary Information as necessary to complete my assigned duties at TCH.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Upon completion of my TCH experience, I will continue to keep this information confidential. Furthermore, I agree to return to TCH any items that may contain Confidential and/or Proprietary Information, including documents, notes, manuals, and any copies of such materials.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I will not disclose Confidential and/or Proprietary Information to any other person or entity, unless it is in accordance with TCH policies and procedures or I have received approval from my TCH supervisor/instructor or the TCH Privacy Office at (832) 824-2091.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I will notify my TCH supervisor/instructor or the TCH Privacy Office if I cannot comply with these guidelines or if I have any questions about Confidential and/or Proprietary Information.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I will immediately notify my TCH supervisor/instructor or the TCH Privacy Office if I discover any violation of these confidentiality guidelines.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I understand that all Confidential and/or Proprietary Information is the exclusive property of TCH, whether or not I participated in whole or in part in the preparation of the information.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I understand that if I violate any of the statements in this Confidentiality Agreement I may be prosecuted to the fullest extent of the law.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I have read this Agreement and I understand I am required to protect all Confidential and/or Proprietary information.

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| --- | --- | --- |
| **Signature** |  | **Date** |
| **Institution/Company** |  | **Department/Employee ID#** |

After signature, please return this form to your TCH Supervisor/Instructor.