**CONFIDENTIALITY AND DATA SHARING AGREEMENT**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| This agreement is made as of this |  | of |  | , |  | . |
|  | Day |  | Month |  | Year |  |

**BETWEEN**

Medical Practice or Doctor’s Name

(hereinafter called “Practice”)

**AND**

Name of Third Party

(hereinafter called “Third Party”)

each a “party” and collectively the “parties, with respect to their obligations of confidentiality and non-disclosure of information to be shared between the parties for the purposes described in this Agreement.

In consideration of the promises contained in this Agreement and for other good and valuable consideration, the parties agree as follows:

1. For purposes of this Agreement:
   1. “**Information**” means any financial and personal information about physicians together with business information about physicians, whether that information is tangible or intangible and shall also include all information that, notwithstanding the absence of markings or designations, would be understood by the parties to be private and confidential.

Information further includes any material or documents prepared by the Third Party that is based on or contains any Information disclosed by the Doctors of BC.

* 1. “**Representatives**“ of a party means the directors, officers, employees, consultants and agents of another party and employees of an affiliate of that party.

1. It is the intention of the Practice to provide Third Party with access to Information and Third Party will collect, use and disclose such Information only for the following purposes:

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |

1. Third Party acknowledges that the Information includes sensitive personal information about individuals, the disclosure of which would be harmful to the personal privacy of the individual the Information is about.
2. Third Party further acknowledges that the Information is confidential and is disclosed by the Practice to the Third Party in confidence.
3. Third Party shall at all times protect and maintain the security, confidentiality and privacy of the Information and shall ensure that it is accessed and used only as authorized in this Agreement by those of its Representatives who:
   1. need to know such information for the fulfillment of the Purpose,
   2. are informed by Third Party of the confidential nature of such information, and
   3. have agreed to act in accordance with the terms and conditions of this Agreement.
4. Third Party shall not reproduce or copy in whole or in part any Information except as may be necessary to carry out the Purposes.
5. At the request of the Medical Practice or Doctor’s Name, Third Party shall promptly delete, destroy or return to the Practice any and all tangible material containing any Information, including all copies made, whether such material was made or compiled by Third Party or furnished by the Medical Practice or Doctor’s Name. Third Party shall ensure that such deletion, destruction or return is carried out in a manner that ensures the continued security, privacy and confidentiality of the Information
6. If Third Party is required or becomes compelled to disclose any Information pursuant to law or a judicial or administrative order or decree, Third Party shall promptly (and, in any event, before complying with any such requirement) notify the Practice in writing, and cooperate with the Practice in taking legally available steps to resist or limit the disclosure and to maintain confidentiality by the court or administrative body.
7. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.
8. Third Party shall immediately notify the Practice in the case of any suspected or actual breach of privacy or security in relation to the Information and shall implement a privacy breach protocol.
9. Third Party acknowledges that, in the event of a breach by it of any of the provisions of this Agreement, the Practice may not have an adequate remedy in monetary damages. Accordingly, the Practice shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or any threatened breach.
10. This Agreement shall be governed by the laws in force in the Province of British Columbia and the parties submit to the exclusive jurisdiction of the courts in British Columbia.
11. Any notice required to be given under this Agreement shall be in writing and shall be sent by mail, delivered personally or sent by confirmed facsimile transmission to the addresses set out in the signature portion of this Agreement, or such other address as the parties may from time to time advise each other in writing, including an email address.
12. This Agreement shall be in force for a period of number months from the Effective Date, unless terminated earlier by any party by giving a thirty (30) day notice in writing to the other party of its intention to terminate. Termination of this Agreement shall not, however, affect the rights and obligations with respect to Information disclosed hereunder prior to termination. The confidentiality and non-use obligations of Third Party shall survive the expiration or termination of this Agreement.
13. This Agreement is the entire Agreement between the parties concerning the matters referred to herein. Any amendments to this Agreement must be in writing and signed by each party.
14. The failure of a party to enforce at any time or for any period of time any of the provisions of this Agreement shall not constitute a waiver of such provisions or the right of that party to enforce each and every provision. A waiver of a failure to comply hereunder shall be effected only in writing, signed by the waiving party and shall not constitute a waiver of any other failures to comply hereunder.
15. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
16. Each party represents and warrants to the other that it has all requisite power and authority to enter into this Agreement and to perform its obligations and that this Agreement has been duly authorized, executed and delivered by it and constitutes a valid and binding obligation, enforceable against it in accordance with its terms.
17. This Agreement shall enure to the benefit of and be binding on the parties hereto, their successors and permitted assigns.
18. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument, and may be delivered by facsimile or other electronic form.

IN WITNESS whereof the parties have executed this Agreement by their duly authorized signatories.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Third Party | |  | Medical Practice or Doctor’s Name | |
|  |  |  |  |  |
| per |  |  | per |  |
|  | Authorized Signature |  |  | Authorized Signature |
|  |  |  |  |  |
|  |  |  |  |  |
|  | Name (Print or Type) |  |  | Name (Print or Type) |
|  |  |  |  |  |
|  |  |  |  | Privacy Officer |
|  | Title |  |  | Title |
|  |  |  |  |  |
|  |  |  |  |  |
|  | Address |  |  | Address |