

# WAKE FOREST UNIVERSITY BAPTIST MEDICAL CENTER CONFIDENTIALITY AGREEMENT

Wake Forest University Health Sciences and North Carolina Baptist Hospital, along with their subsidiaries (collectively, “the Medical Center”) have, and will develop further, confidential, proprietary information and trade secrets relating to their clinical, research and educational missions. These trade secrets and confidential and proprietary information include but are not limited to, information concerning patients, research studies and subjects, animal care and use, faculty, staff, and students, planning, financial and donor information, prices, pricing methods, costs, procedures or processes for the Medical Center’s business, fixtures, research and development methods, projects, data, goals or activities, business strategies, research techniques, the identities or addresses of the Medical Center’s employees or their functions, confidential reports prepared for the Medical Center by business consultants, or any other information concerning the Medical Center or its business that is not readily and easily available to the public or to those in the Medical Center’s business (any and all of which shall be referred to in this Agreement as “Information”). In the course of my employment with the Medical Center, I may have access to such Information, and I understand and acknowledge the importance of protecting the confidentiality of such Information.

In consideration of my employment, by signing this Agreement, I understand and agree to the following:

1. I may use Information disclosed to me solely in the course of my employment with the Medical Center. I may not use Information for any other purpose.
2. During and after my employment, I will hold all Information in the strictest confidence and will not disclose any Information or any portion of the Information to any other firm, entity, institution, or person, except that I may disclose the Information on a confidential basis to other employees and agents of the Medical Center on a “need to know” basis in the course of my employment with the Medical Center. I understand and agree that my obligation to keep Information confidential forbids me to disclose Information even to family members or friends, and even when identifying details are not revealed.
3. I understand and agree that all property of and data and records with respect to the Medical Center and its affiliates coming into my possession or kept by me in connection with my employment with the Medical Center, including without limitation, correspondence, management studies, research records, notebooks, blueprints, computer programs, software and documentation, bulletins, reports, patient lists, student and employment data, costs, purchasing and marketing information, are the exclusive property of the Medical Center. I agree to return to the Medical Center all such property and all copies of such data and records upon termination of employment or as otherwise directed by the Medical Center.
4. I understand that the Information is of a private, internal, or confidential nature and constitutes a valuable, special and unique asset of the Medical Center and its affiliates.
5. I understand a material breach of this Agreement will cause irreparable damage to the Medical Center and its affiliates, and that such damage will be difficult to quantify and for which money damages alone will not be adequate. Accordingly, I agree that the Medical Center, in addition to any other legal rights or remedies available to the Medical Center on account of a breach or threatened breach of this Agreement, shall have the right to obtain an injunction against me enjoining any such breach without the need for posting a bond, and I waive the defense in any equitable proceeding that there is an adequate remedy at law for such breach.
6. I will not access any Information that is not necessary for me to perform my job.
7. I will not discuss Information in areas where others who do not have a need to know such Information may overhear the conversation (e.g. hallways, elevators, cafeterias, shuttle buses, public transportation, restaurants, and social events).
8. I will not access any Information for other persons or employees who do not have the right to access the Information themselves.
9. I will not disclose my or any other Medical Center employee's computer password(s) to anyone, nor will I use another person’s password(s) instead of my own for any reason unless authorized by my supervisor or unless required by the Medical Center's Information Systems Department for maintenance reasons. I will inform my supervisor immediately if I know or have reason to believe someone without proper authority knows or is using my password(s).

10. I will not:
  - a. make any personal or unauthorized inquiries\* into any Medical Center computer or system;
  - b. make any personal or unauthorized transmissions\* of any Information;
  - c. modify any Information without authority to do so;
  - d. purge any Information without authority to do so.

\* Unauthorized inquiries or transmissions include, but are not limited to, reviewing, removing, printing, and/or transferring Information from any Medical Center computer or paper filing systems to unauthorized locations, e.g. home computer, personal laptop, USB drives, CD/DVD, or other portable media.
11. I will log off, lock, or restart my computer prior to leaving it unattended.
12. I will inform my manager, supervisor, or other appropriate personnel of any known or suspected unauthorized disclosure or misuse of Information which I observe or of which I become aware.
13. I will protect Information stored on a laptop computer by:
  - a. Encrypting all Information stored on the laptop,
  - b. Temporarily storing Information (during active use only) on the laptop, and
  - c. Maintaining a current backup of all Information stored on the laptop (network, CD, DVD etc).
14. I will store all removable disk media (e.g. CD's, DVD's, PDA's, USB/flash drives, etc) that contain Information in a secure manner (that is, with password protection and/or encryption).
15. I will immediately report to my supervisor if said media or any Information is ever lost or stolen.
16. I will secure (encrypt) all transmissions (email, file transfers, etc) that contain Information in accordance with the Information Security Policy (MC07).
17. I understand that public (i.e. non- Medical Center) wired and wireless networks should not be considered secure for any reason. Therefore, whenever I am connected to a computer network other than the Medical Center's, I will use the Medical Center's Portal (<https://portal.wfubmc.edu>) or VPN (Virtual Private Network) software to access the Medical Center's resources remotely. The Medical Center provides secure remote email through <https://owa.wfubmc.edu>.
18. I understand and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and any claim or dispute arising from the terms or performance of this Agreement will be submitted to the jurisdiction of the state or federal courts of North Carolina, and I consent to the exclusive jurisdiction of such Courts.

I understand that any violation of the terms of this agreement may result in disciplinary action up to and including termination of my employment. I further understand that all of my computer activity, including e-mail and Internet use, is subject to auditing or monitoring by the Medical Center. I acknowledge that I have read this agreement, understand its terms, and agree to abide by both this agreement and the Medical Center's Information Security Policy (MC07) and all other policies in effect concerning the security and privacy of Information. I further understand and acknowledge that nothing contained in this agreement creates a contract regarding the term of my employment with the Medical Center, express or implied.

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Signature of Employee

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Date

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Printed Name of Employee

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Date