



Health Care Coalition of Lafayette County
DBA Health Care Collaborative of Rural Missouri
825 South Business Highway 13, Lexington, MO 64067 660-259-2440
DBA Live Well Community Health Centers
324 S. Hudson, St., P.O. Box 512, Buckner, MO 64016 816-249-1521
300 E. 9th St., Carrollton, MO 64633 660-329-9005
206 N. Bismark, Concordia, MO 64020 660-463-0234
608 Missouri St., Waverly, MO 64096 660-493-2262



Confidentiality Agreement

A Confidentiality Agreement for this purpose is "an agreement under which the health center and its potential collaboration partner agree on the use, disclosure, limitation/prohibition, and return of information defined as confidential/proprietary. It is used when the health center begins discussions with its potential collaboration partner to set forth the terms and conditions related to confidentiality of information shared during the evaluation, due diligence and negotiation processes related to, as well as during the term and after the expiration/termination of, collaborative arrangements."

SCOPE OF CONFIDENTIAL INFORMATION

"Confidential Information" shall mean any and all information disclosed by a Party that is confidential and/or proprietary information relating to the business, financial, and strategic condition of such Party, which may be in written, oral, or electronic format ("Confidential Information"). In addition, the terms and conditions of any collaboration agreement between the Parties shall be considered Confidential Information. The term Confidential Information shall not include information that is or becomes publicly available through no fault of either Party.

PROHIBITION AND LIMITATION OF DISCLOSURE

- A. Each Party acknowledges that the Confidential Information furnished by the other Party during the course of the negotiations and due diligence contemplated hereunder is a valuable, special, and unique asset of the Party furnishing such Confidential Information (hereinafter, the "Furnishing Party"). Accordingly, each Party agrees that, except as specifically provided herein, it will not disclose to any person, institution, entity, company, or any other third party, directly or indirectly, any Confidential Information, without the prior written consent of the Furnishing Party.
- B. Each Party agrees that it will use best efforts to keep confidential the Confidential Information received from the other Party. Further, each Party agrees that Confidential Information shall be disclosed to members of its Board, staff, contractors, or other agents only: (1) on a need-to-know basis, and (2) for the purpose of planning, negotiations and due diligence review contemplated by this Agreement.

USE OF CONFIDENTIAL INFORMATION

Each Party agrees that the Confidential Information furnished to or granted by it during the course of negotiations and due diligence shall be used solely for the purpose of determining whether such Party wishes to enter into a collaboration with the other Party. Each Party agrees not to use the Confidential Information of the other Party for its own benefit or for the benefit of any third party.

PERMISSIBILITY OF DISCLOSURE

Nothing in this Agreement shall prohibit a Party from making any disclosure of Confidential Information that, in the good faith opinion of the attorneys for such Party making the disclosure, is required by law. If disclosure of the Confidential Information is required, the Party making the disclosure shall promptly notify the Furnishing Party, and shall exercise reasonable efforts to obtain, or to permit the Furnishing Party to obtain, a court order or other reliable assurance that confidential treatment shall be accorded to the disclosed Confidential Information.

REPRESENTATIONS

Each Party warrants that, to its knowledge as of the Effective Date and at the time of any subsequent disclosure, it is permitted to disclose to the other Party, as provided herein, its respective Confidential Information and that such disclosure does not, and will not, violate the rights of any third party.

RETURN OF CONFIDENTIAL INFORMATION

Each Party shall retain title and all rights to the Confidential Information that it has disclosed to the other Party. Upon request, or upon termination of this Agreement and/or collaboration discussions between the Parties, each Party agrees to promptly return to the other Party all Confidential Information furnished by such Party. Each Party further agrees that it will not retain any electronic or paper copies, extracts, or other reproductions, in whole or in part, of such returned Confidential Information.

REMEDIES FOR VIOLATION

The Parties agree that the disclosure of Confidential Information, without the express written consent of the Party that furnished such Confidential Information, will cause such Party irreparable harm. Each Party shall have the right to enjoin the other Party or Parties from any disclosure or threatened disclosure of Confidential Information in violation of this Agreement. The right to injunctive relief shall be in addition to other rights and/or legal remedies which a Party may have against the other Party upon actual or threatened violation of this Agreement.

TERM AND TERMINATION

This Agreement shall become effective on _____ and shall remain in full force until completion of training.

Student Signature: _____

Date: _____

Printed Name: _____

Student Observer

HCC of Rural Missouri HR Signature: _____

Date: _____

Brook Balentine

Chief Administrative Officer