

CONFIDENTIAL DISCLOSURE AGREEMENT

DATED: _____, 2008.

THIS AGREEMENT is entered into by and between St. Michael's Hospital ("**SMH**") and _____ ("**Disclosee**").

WHEREAS the Disclosee and SMH are having discussions related to _____ ("Discussions"), during which information that SMH may consider confidential may be disclosed to the Disclosee;

AND WHEREAS SMH wants to ensure that the Disclosee will not use such confidential information except for the purpose of the Discussions or disclose such confidential information to any third party;

NOW THEREFORE, the parties agree as follows:

1. "**Confidential Information**" means all information received by the Disclosee from SMH that is considered by SMH as confidential or that ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure, including without limitation all research, commercial, financial, systems, software, sales, marketing, intellectual property, personnel, administrative, technological, and customer information of SMH. For greater certainty, Confidential Information includes all materials of SMH, whether in verbal, paper or electronic form, provided to or examined by the Disclosee as part of its discussions with SMH staff.
2. In consideration of having the opportunity to meet with SMH staff and to conduct discussions, the Disclosee agrees to hold Confidential Information in confidence and shall not, without the specific prior written consent of an authorized officer of SMH, communicate or permit any of its employees to communicate Confidential Information to any third party. The Disclosee shall use the same efforts to protect the confidentiality of the Confidential Information as the Disclosee would use to protect its own confidential business information, and in any case will adhere to prevailing industry standards with respect to protecting confidential information.
3. The Disclosee shall be permitted to duplicate, use, and to disclose Confidential Information only to its own employees on an "as needed" basis for the purposes of determining whether it wishes to enter into a proposed business arrangement with SMH and/or providing services to SMH. In no event shall the Disclosee duplicate or use the Confidential Information for any other purpose whatsoever. Employees provided with access to Confidential Information will be made aware of Disclosee's obligations hereunder and Disclosee will be liable for any act of its employees in breach of such obligations.
4. The obligations of the Disclosee under paragraphs 2 and 3 shall not apply, however, to any information which the Disclosee can establish to have: (i) become publicly known through no action on the Disclosee's part, (ii) been lawfully obtained by a third party under no obligation to SMH or SMH staff, (iii) been independently developed by Disclosee without reference to or reliance upon Confidential Information, or (ii) been known by the Disclosee prior to receipt from SMH.
5. Upon the termination of the Discussions between SMH and the Disclosee, or at SMH's request, the Disclosee shall deliver all files, documents and other materials (and all versions, copies and reproductions of any of the foregoing whether on paper, hard drive, disk, tape and/or other media) in the Disclosee's possession or control which contain or pertain to Confidential Information, provided that Disclosee may retain one archival copy of such files, documents and other materials in its legal files.
6. If any provision hereof shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision hereof.

7. This Agreement will not be construed to obligate SMH to enter into any services agreement or other business arrangement of any nature whatsoever with Disclosee. This Agreement shall be effective as of the date first indicated above and shall expire five (5) years from that date. The termination of the Discussions between SMH and the Disclosee for any reason whatsoever shall not relieve the Disclosee of its obligations hereunder.

SMH:

By: _____

Name: _____

Title: _____

DISCLOSEE:

By: _____

Name: _____

Title: _____