

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT (the "Agreement"), effective on _____, is made by and _____ (the "Clinic") and _____ ("XXXX"). The Clinic and XXXX are referred to collectively as the "Parties" in this Agreement.

WHEREAS the Clinic has an ethical and legal obligation to safeguard all of its patients' health information;

AND WHEREAS XXXX will be providing informational technology support services ("Services") to the Clinic and will have access to the Clinic's patients' health information;

NOW THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement, the Parties agree as follows:

I. PROTECTION OF CONFIDENTIAL INFORMATION

XXXX agrees that the right to maintain the confidentiality of patient identities, patient information and financial information ("Confidential Information") constitutes a proprietary right that the Clinic is entitled and required to protect. As such, XXXX agrees to the following:

1. XXXX will not access or collect any Confidential Information in a manner that contravenes the Clinic's legal obligations or established policies and procedures unless it is authorized in writing to do so by the Clinic (whether made on paper or by electronic means), or as may be required by law.
2. XXXX will not disclose any Confidential Information to anyone unless:
 - a. in the case of Confidential Financial Information, it obtains the written authorization of the Clinic prior to making any disclosure (whether made on paper or by electronic means); and
 - b. in the case of patient identity and information, XXXX is instructed by a dentist / doctor of the Clinic to transmit the Confidential Information to, or share it with, other health care providers, facilities or OHIP, or XXXX has received written disclosure and witnessed authorization from a patient to transmit or share the Confidential Information.
3. XXXX will take all reasonable precautions to safeguard the Confidential Information received by it. XXXX further recognizes that any information concerning the patients and other individuals about whom the Clinic holds information may be subject to the requirements of the *Personal Information Protection and Electronic Documents Act* (Canada) and other laws governing privacy.
4. XXXX undertakes and agrees that no Confidential Information will be distributed, altered, copied, interfered with or destroyed, except in accordance with the written instructions of the Clinic (whether made on paper or by electronic means).
5. Disclosure of any Confidential Information by XXXX, either directly or indirectly, to anyone will be considered a breach of XXXX's Services to the Clinic and will be considered to be highly detrimental to the Clinic's professional and economic interests.

6. Confidential Information will not directly or indirectly be used by XXXX in any manner whatsoever adverse to the interests of the Clinic or its patients.
7. XXXX acknowledges that all equipment and all data on the Clinic's information and communication systems are the property of the Clinic. XXXX further understands that its information and communication systems activity may be monitored or reviewed to ensure compliance with this Agreement.
8. If either XXXX or the Clinic terminates the Services for any reason, XXXX agrees, as directed by the Clinic, to destroy or return to the Clinic all tangible Confidential Information provided to XXXX by the Clinic, or obtained by XXXX in any other manner. XXXX further agrees to certify in writing to the Clinic that all such materials have been returned or destroyed, as the case may be.
9. XXXX's obligation to not disclose any Confidential Information shall survive the end of its Services to the Clinic and bind XXXX until such time as the Confidential Information either:
 - c. becomes public through no fault or act of its own;
 - d. is furnished by the Clinic to others without restriction on disclosure; or
 - e. is furnished by a third party as a matter of right and without restriction on disclosure.

II. ENFORCEMENT

XXXX acknowledges and agrees that, without prejudice to any other rights of the Clinic, if it violates or attempts to violate any of the terms of this Agreement, the Clinic may pursue all legal remedies against it, including immediate termination of the Services without notice.

IN WITNESS WHEREOF the Parties, by their respective officers duly authorized in that behalf have duly executed this Agreement.

Signed by XXXX this ____ day of _____, 2017.

Company Name:

Name:

I have authority to bind the Corporation.

Signed by the Clinic this ____ day of _____, 2017.

Company Name:

Name:

I have authority to bind the Clinic