

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (this “**Agreement**”) is made as of _____, 20__ (hereinafter “**Effective Date**”) by and between The Methodist Hospital (“**Methodist**”) and the person or entity listed on the signature page of this Agreement (“**Counterparty**”).

WITNESSETH

WHEREAS, Methodist will furnish certain confidential and proprietary information regarding Methodist, generally, and regarding [redacted] (collectively, “**Methodist Confidential Information**”), in order for Counterparty to review, analyze and evaluate such Methodist Confidential Information for [redacted] (the “**Purpose**”); and

Commented [NVD1]: Provide a detail description of type of information we will be providing to vendor. Please do not use a general comment such as “software, services, hardware, etc.” Legal requires detail information on what we are sharing.

WHEREAS, Counterparty will furnish certain confidential information to Methodist regarding Counterparty, generally, and regarding [redacted] (collectively, “**Counterparty’s Confidential Information**”), in order for Methodist to review, analyze and evaluate such Counterparty’s Confidential Information for the Purpose; and

Commented [NVD2]: Provide detail description of the purpose of why we are sharing this information.

Commented [NVD3]: Provide detail description of information the vendor will be sharing with us.

WHEREAS, Methodist Confidential Information and Counterparty’s Confidential Information, individually and collectively, furnished on or after the date hereof, in writing (or if verbally or visually, then noted as confidential at the time of disclosure and described in a writing submitted to the Receiving Party within thirty (30) days following that disclosure), and all analyses, compilations, data, studies, notes, interpretations, memoranda, extracts or other documents incorporating or interpreting that information, will be referred to as “**Confidential Information**”, the party receiving Confidential Information will be referred to as the “**Receiving Party**,” and the party disclosing the Confidential Information will be referred to as the “**Disclosing Party**”; and

WHEREAS, each Disclosing Party desires to protect and preserve its rights in the Confidential Information it discloses to the Receiving Party, and consequently requires the Receiving Party to agree, as set forth below, to treat confidentially all Confidential Information about Disclosing Party;

NOW, THEREFORE, for and in consideration of the disclosure of the Confidential Information to Receiving Party and other good and valuable consideration, the receipt and adequacy of which are acknowledged and confessed, the parties hereto agree as follows:

1. Receiving Party recognizes and acknowledges that the Confidential Information of the Disclosing Party is comprised of confidential and proprietary information regarding the Disclosing Party. The Receiving Party shall maintain the confidentiality of the Disclosing Party’s Confidential Information. The Receiving Party shall not use any of the Confidential Information for any reason or purpose, directly or indirectly, other than the Purpose. Without

limiting the generality of the foregoing, the Receiving Party shall not use any of the Confidential Information in the furtherance of its own business or in a manner that is detrimental or adverse to the interests of the Disclosing Party.

2. The Receiving Party shall ensure that the Confidential Information shall not, without the prior written consent of the Disclosing Party be disclosed in any manner whatsoever, in whole or in part, to any third party. The Receiving Party may disclose the Confidential Information to employees whom the Receiving Party reasonably determines need access to the Confidential Information for the Purpose on behalf of the Receiving Party. The Receiving Party shall inform all of its employees and agents who receive the Confidential Information of the confidential and proprietary nature of the Confidential Information and shall direct all such persons to treat the Confidential Information confidentially and not to disclose the Confidential Information to third parties or use the Confidential Information for any purpose other than the Purpose. The Receiving Party shall be responsible in any event for any breach of this Agreement by any of their employees or agents and shall make all necessary and appropriate efforts to safeguard the Confidential Information from disclosure to third parties.

3. This Agreement shall not apply to such portions of the Confidential Information which (i) are or become generally available to the public through no breach of this Agreement by the Receiving Party or its agents, (ii) become available to the Receiving Party on a non-confidential basis from a source, other than the Disclosing Party or its agents, which is not prohibited from disclosing such portions of the Confidential Information to the Receiving Party by a contractual, legal or fiduciary obligation to the Disclosing Party; or (iii) Receiving Party can demonstrate were or are developed by Receiving Party independently of its knowledge of or access to the other Disclosing Party's Confidential Information.

4. If the Receiving Party is required by law or regulation or requested by any governmental agency or as part of the judicial process to disclose any Confidential Information, the Receiving Party shall use its reasonable efforts under the circumstances (a) to provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy, and (b) to furnish only that portion of the Confidential Information which is required to be furnished.

5. Money damages alone would not constitute a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to seek specific performance and injunctive relief, without the necessity of posting a bond, cash or otherwise, as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies available to the Disclosing Party for a breach of this Agreement by the Receiving Party, but shall be in addition to all other remedies available to the Disclosing Party at law or in equity.

6. The Receiving Party shall return the Disclosing Party's Confidential Information to the Disclosing Party within thirty (30) days following the earlier of (a) receipt of written request from the Disclosing Party, (b) expiration of this Agreement, or (c) termination of this Agreement. As to that portion of the Confidential Information which constitutes projections,

appraisals, memoranda, notes, analyses, compilations, studies and other documents, including copies or extracts thereof, prepared by the Receiving Party or its agents, the Receiving Party shall either deliver same to the Disclosing Party in accordance with the previous sentences or shall destroy them and deliver a letter to the Disclosing Party acknowledging the destruction of such portion of the Confidential Information. Notwithstanding the foregoing, the Receiving Party may retain one copy of the Disclosing Party's Confidential Information solely for archival and compliance purposes, provided that information is maintained in confidence until it is destroyed.

7. This Agreement shall terminate on the earlier of termination of discussions regarding the Purpose or the second (2nd) anniversary of the Effective Date. The obligations of the Receiving Party shall continue for a period of five (5) years from the Effective Date of this Agreement.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, agents, successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9. No failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof by the Disclosing Party preclude any other or further exercise thereof or the exercise of any right, power and privilege hereunder.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without application of principles of conflicts of law. The parties consent to the exclusive jurisdiction of the courts of Harris County, State of Texas in connection with any action arising from or in connection with this Agreement.

11. This agreement may be executed in counterparts. Images of signatures sent by facsimile transmission or other electronic means shall have the same effect as original signatures.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Confidentiality and Non-Disclosure Agreement to be executed by their duly authorized officers as of the date first above written.

THE METHODIST HOSPITAL

By: _____
Name: _____
Title: _____
Date: _____

INSERT VENDOR NAME

By: _____
Name: _____
Title: _____
Date: _____