



LOMA LINDA UNIVERSITY

MEDICAL CENTER

*James M. Slater, MD
Proton Treatment & Research Center*

DEPARTMENT OF RADIATION MEDICINE

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**LOMA LINDA UNIVERSITY MEDICAL CENTER
NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into and effective this ____ day of _____, 2024, by and between LOMA LINDA UNIVERSITY MEDICAL CENTER ("Medical Center"), and _____ ("Employee").

WHEREAS, the Medical Center, in order to protect confidential and proprietary information, advance the medical arts and encourage the innovation of medical devices, techniques and therapies, has adopted a Program for the Protection of Intellectual Property.

WHEREAS, the Medical Center and Staff Member recognize that it is important to protect confidential and proprietary information.

WHEREAS, the Staff Member desires to assist the Medical Center in the protection of confidential and proprietary information and agrees to protect the intellectual property of the Medical Center.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

A. "Program for the Protection of Intellectual Property" shall mean the program adopted by the Medical Center for the protection of its intellectual property rights as may be modified from time to time within the Medical Center's sole discretion.

B. "Confidential Information" shall mean all confidential information, trade secrets, and know-how (whether patentable or unpatentable), and any other information deemed by the Medical Center to be confidential or proprietary; said information relating or pertaining to the Medical Center's business, technology, projects, products, patients, or vendors (including without limitation patient, business or financial information and records), in any form and in any media.

C. "Staff Member" shall mean the particular employee who is executing this Non-Disclosure Agreement.

II. PROGRAM FOR PROTECTION OF INTELLECTUAL PROPERTY

The Staff Member agrees to abide by the policies and procedures of the Medical Center's Program for Protection of Intellectual Property as presently existing or as revised by the Medical Center in its sole discretion.

III. TRADE SECRETS AND CONFIDENTIAL INFORMATION

A. Confidentiality of Information

The Staff Member agrees to regard and preserve as confidential all Confidential Information obtained by him/her and not to publish or disclose any part of such information to others or use the same for his/her own purposes or the purposes of others, during the term of employment or thereafter. If Staff Member has a question concerning whether information is Confidential Information, it is the obligation of Staff Member to clarify the status of the information with Staff Member's supervisors.

B. Prevention of Unauthorized Release of Confidential Information

The Staff Member agrees to promptly advise the Medical Center of any unauthorized release or use of any Confidential Information, and shall take reasonable measures to prevent unauthorized persons or entities from having access to, obtaining or being furnished with any Confidential Information.

C. Confidential Information of Third Parties

The Staff Member agrees to preserve as confidential the confidential information of any third party to which he/she may have access (hereafter "Third Party Confidential Information") and agrees to treat such information as though it were Confidential Information, as defined herein. Specifically, and without limitation, the employee agrees to use only his/her general knowledge, experience, and skill in connection with his/her employment and acknowledges that this is the purpose for which he/she has been hired.

D. Termination of Employment

The Staff Member agrees that, upon termination of his/her employment (whether voluntary or otherwise), he/she will not take and will return to the Medical Center any and all things belonging to the Medical Center, including, without limitation, all property, documents, records, notebooks and tangible articles containing or embodying Confidential Information, including copies thereof, then in his/her possession or control, whether prepared by the Staff Member or others.

E. Termination Certificate

The Staff Member acknowledges that he/she may be requested, upon termination of employment with the Medical Center (whether voluntary or otherwise), to attend a confidential information interview to review and execute a Termination Certificate in a form substantially the same as that attached as Exhibit A. The Staff Member agrees to attend the interview and execute the Termination Certificate attached as Exhibit A if requested to do so.

IV. UNFAIR COMPETITION

A. During Employment

During employment, the Staff Member agrees that he/she will not interfere with the business of the Medical Center in any manner. Particularly, but without limitation, the Staff Member agrees not to render any services or engage in any business activity which is directly or indirectly harmful to or in conflict with the Medical Center's business, function or other activity without the prior written permission of the Medical Center. The Staff Member further agrees that during his/her employment, he/she will not have any proprietary or other interest in any business which directly or indirectly competes with the Medical Center except for an interest of less than five percent (5%) of the outstanding shares of a publicly-held corporation, meaning a corporation whose outstanding shares are owned by one hundred (100) or more shareholders.

B. Following Termination (For One Year)

Staff Member may use his/her general skills, knowledge and experience in any future employment pursued. However, Staff Member agrees that, for a period of one (1) year immediately following termination of employment (voluntary or otherwise), he/she will not directly or indirectly interfere with the business of the Medical Center in any manner. Particularly, but without limitation, the Staff Member agrees not to do the following:

1. solicit, entice, persuade or induce any employee, consultant or other independent contractor of the Medical Center to terminate his employment or contractual relationship with the Medical Center, refrain from extending or renewing the same (on the same or new terms), refrain from rendering services to the Medical Center, or become employed or enter into a contractual relationship with Staff Member; and
2. approach any such employee, consultant, or independent contractor for the purpose of taking any of the actions listed in paragraph IV.B.1 above;
3. authorize, approve of or assist in the taking of any of the actions listed in paragraph IV.B.1 above by any other person or company;
4. solicit, entice, persuade or induce any patient of the Medical Center to terminate its relationship with the Medical Center, refrain from extending or renewing the same (on the same or new terms), or enter into a relationship with Staff Member;
5. approach any such patient for the purpose of taking any of the actions listed in paragraph IV.B.4 above;
6. authorize, approve of or assist in the taking of any of the actions listed in paragraph IV.B.4 above by any other person or company.

V. GENERAL PROVISIONS

A. If any portion of this Agreement is found to be void or unenforceable, it shall be severed herefrom, leaving in force the remainder of this Agreement.

B. This Agreement will be binding upon the Staff Member's heirs, assigns, executors, administrators or other legal representatives.

C. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless contained in a single writing and signed by both the Staff Member and the Medical Center. No course of conduct or manner of dealing between the parties shall constitute a waiver of any term or provision of this Agreement.

D. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorney fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction. This Agreement shall be governed by the laws of the State of California. The exclusive jurisdiction for any legal proceeding regarding this

Agreement shall be in the courts of said state, and the Staff Member hereby expressly submits to the jurisdiction of said courts.

E. Nothing in this Agreement shall limit the remedies available to the Medical Center, including, without limitation, equitable remedies. Specifically, and without limitation, Staff Member acknowledges that there is no adequate remedy at law for Staff Member's failure to comply with the terms of this Agreement. The Medical Center shall have the right to obtain equitable relief without the necessity of posting any bond.

F. Wherever necessary to carry out the intent of the parties, certain provisions of this Agreement, including without limitation, paragraphs III(A), III(B), and IV shall survive the termination of the Staff Member's employment and shall continue in full force and effect.

G. The Staff Member acknowledges that this Agreement does not create any obligation for continued employment by the Medical Center.

H. This Agreement, including Exhibits, contains the entire understanding between the parties with respect to the subject matter hereof and supersedes prior LLUMC/LLU agreements, policies and procedures regarding inventions and patents. There are no representations, warranties, promises or undertakings other than those contained in the provisions above.

LOMA LINDA UNIVERSITY MEDICAL CENTER

EMPLOYEE

Printed Name: _____

(Signature)

Title:

STAFF MEMBER (WITNESS)

(Please print)

(Signature)