

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is entered by **Rush University Medical Center**, an Illinois not-for-profit corporation, having its principal place of business at 1653 W. Congress Parkway, Chicago, Illinois, 60612-3833 ("**RUMC**"), and _____, a _____ corporation, with a principal place of business at _____ ("**Recipient**"). RUMC and Recipient are referred to collectively as the "Parties" or individually as a "Party."

WHEREAS, Recipient may learn and have access to information relating to RUMC including, but not limited to, information pertaining to RUMC's finances, real estate, data on rental rates, assets, manner of operation, intellectual property, and other business and market information that is confidential and proprietary in nature (hereinafter referred to as the "Confidential Information"); and

WHEREAS, RUMC desires that such Confidential Information remain confidential and that it not be used for any purposes other than those of RUMC; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

1. Recipient shall treat and safeguard RUMC's Confidential Information with the same standard of care employed for its own Confidential Information and shall in no event employ less than a reasonable standard of care.
2. Recipient shall not use any of the Confidential Information of RUMC for any purpose other than discussions with RUMC. Recipient shall not disclose to any third party or use any Confidential Information received from RUMC hereunder for its own benefit, for the benefit of third parties or for any commercial purposes without the prior written consent of RUMC.
3. Information shall not be considered to be Confidential Information subject to this Agreement if such information is: (a) already publicly available through no act or failure to act by Recipient; (b) known to Recipient or in its possession prior to receipt from RUMC; (c) developed independently by Recipient without use of any Confidential Information of RUMC; or (d) received separately by Recipient from a third party having the legal right to transmit the same without violating any obligation of confidentiality to RUMC.
4. Confidential Information may be disclosed by Recipient pursuant to judicial order, governmental regulation or similar legal requirement, provided Recipient notifies RUMC as soon as possible (and in any event prior to such disclosure) and cooperates with RUMC in the event RUMC elects to contest and avoid such disclosure. Disclosure under this Section 4 shall not relieve Recipient of its obligations of confidentiality generally under this Agreement.
5. All Confidential information shall remain the property of RUMC. Recipient shall deliver to RUMC within thirty (30) days following written notice from RUMC, all Confidential Information including documentation or other tangible media containing any of the Confidential

Information and all copies or replications thereof. No rights or license to use the Confidential Information for any purpose are granted or are to be implied by this Agreement.

6. This Agreement shall apply to all Confidential Information disclosed by RUMC to Recipient before or after the date of this Agreement, and the protection afforded by this Agreement for each item of Confidential Information shall continue for a period of ten (10) years from the date of disclosure.

7. In the event that Recipient should breach this Agreement, or in the event that such a breach appears to be an imminent possibility, RUMC shall be entitled to all legal and equitable remedies, including, without limitation, issuance of injunctive orders restraining Recipient, its employees, agents or independent contractors, from committing such breach.

8. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, affiliates and assigns of the Parties hereto. This Agreement shall be governed by the laws of the State of Illinois. The parties hereby submit to personal jurisdiction of the courts situated in Cook County, Illinois, as the exclusive venue for resolution of any disputes arising pursuant to or relating to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this ____ day of _____, 2009.

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

RUSH UNIVERSITY MEDICAL CENTER

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____