***Disclaimer****: This Agreement is a template only intended to assist physicians when hiring an employee. This Agreement does not and is not intended to deal with the various legal, professional and business issues relevant to a practice and should not be taken as legal advice.*

**EMPLOYEE CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of New Brunswick, in consideration of the [PRACTICE NAME] (the "**Practice**") agreeing to engage me as an employee (the “**Employment** ”), and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1. I understand that during the course of my Employment with the Practice, I will gain knowledge of, or have access to, information relating to the business and affairs of the Practice, including the private and personal information of its patients and third parties who may from time-to-time have dealings with the Practice (such information herein collectively, the “**Information**”). The Information, regardless of the form in which it is recorded, transmitted, observed or expressed, or to which it may be converted or transcribed, shall include, without limitation, written and electronically stored or accessible information and data, and includes the name and identity of all such patients and third parties.
2. I acknowledge that all Information is strictly confidential and I agree that I shall not reveal to any person or entity, or use any Information at any time, except with the express, written consent of the Practice or patient, or as may be required by law.
3. I acknowledge and agree that my obligation of confidentiality under paragraph 2 is of indefinite duration and that I will never disclose any Information to any person or entity, except with the express written consent of the Practice or patient, or as may be required by law.
4. I undertake and agree that no Information will be distributed, altered, copied, interfered with or destroyed, except in accordance with the express written consent of the Practice or patient.
5. I agree to use extreme caution with, and take all steps to safeguard, the confidentiality of any part of the Information that may come into my possession at any time or in any place, and in particular when using any type of electronic device or when performing my duties outside the office of the Practice.
6. I understand and agree that compliance with this agreement is a condition of my Employment with the Practice, and that failure to comply strictly with each term of this agreement may result in the termination without notice of my Employment with the Practice.
7. This Agreement shall be governed by and construed in accordance with the laws of New Brunswick and the laws of Canada applicable therein.
8. The covenants in this agreement are separate and severable, and unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, if any court determines that the restrictions as set forth herein are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the agreement shall thereby be reformed.
9. I have been advised that I have the right to seek independent legal advice prior to signing this agreement.

SIGNED at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, New Brunswick, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

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Employee Signature Witness