**Confidentiality Agreement**

**between**

**Physician Advocates of Minnesota, Inc.**

**And**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Confidentiality Agreement (“Agreement”), between Physician Advocates of Minnesota, Inc. (“PA”) and \_\_\_\_\_\_\_\_\_\_\_\_(“Provider”) specifies the obligations and commitments made between the parties related to consulting services provided to Provider by PA.

* Provider agrees to furnish PA with certain data, information and documents (hereafter collectively called “Information”) relating to fee schedule analysis, and hereby grants PA the right to use Information for the term of its engagement, solely for evaluation purposes and the purposes agreed upon by PA and Provider.

* PA agrees to hold all Information received from Provider in strictest confidence.  PA and its employees and agents will treat said Information with every precaution with respect to confidentiality in the course of providing consulting services.  PA shall not disclose Information received from Provider to any third party, and PA shall maintain as confidential all Information related to this scope of work. Such restriction on disclosure and use shall not apply to:
* Information independently developed by PA or lawfully received free of restriction from another source having the right to so furnish the Information;
* Information generally available to the public without breach of this Agreement by PA; or
* Information already known by PA at the time of disclosure to PA.

* Neither party shall allow disclosure of the party’s confidential information.  Each party shall use the other party’s confidential information only to further the mutual objectives of the parties.  Each party shall take sufficient steps to assure to assure that its officers, directors, personnel, accountants, attorneys and advisors maintain the confidentiality of the other party’s confidential information.  Either party’s breach of this Agreement shall cause irreparable harm to the other party.  Therefore, in addition to the other remedies provided by law or in equity, each party shall be entitled to injunctive or equivalent relief enjoining any breach of this Agreement.

* This Agreement shall terminate as mutually agreed upon by the parties.  Notwithstanding such termination, however, PA agrees to maintain the confidentiality of all Information under this Agreement for a period of 12 months following termination of this Agreement

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Whereas the parties have executed this Agreement.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_              Physician Advocates of Minnesota, Inc.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                                      4400 Hamilton Drive

\_\_\_\_\_\_\_\_\_\_\_\_\_, MN  55\_\_\_\_                           Eagan, MN 55123

By                                                                          By