



Non-Disclosure Agreement Healthcare IT Courses

Complete this form and return it, in its entirety, to the GE Healthcare Technical Education Center at 262-546-0997. It must be received prior to registration processing.

This Non-Disclosure Agreement ("Agreement") is entered into as of _____
(Date)

between GE Medical Systems Information Technologies, Inc. and Datex-Ohmeda, Inc. (collectively, "GE Healthcare"), with an office at 9900 Innovation Drive, Wauwatosa, WI 53226, and _____, who is employed by :
(Student)

(Employer Name)

(Employer Address, City, State and Zip Code)

for attendance of the _____
(Name of GE Technical Training Course)

technical training course on _____
(Dates of course)

WHEREAS, Applicant wishes to receive training related to the installation and support of medical devices and the networks interconnecting them (the "Training");

WHEREAS, during the course of the Training certain information that is considered to be confidential and proprietary to GE Healthcare, including without limitation any training materials distributed by GE Healthcare to Applicant, may be disclosed to Applicant (the "Confidential Information"); and

WHEREAS, GE Healthcare is willing to provide such Training through a training course provided to Applicant subject to the terms and conditions set forth herein.

NOW, THEREFORE, Applicant and GE Healthcare agree as follows:

1. **Training.** GE Healthcare agrees to enroll Applicant in a course to provide training for building and troubleshooting networks (the "Course"). The details concerning such matters as time, place, content and duration and cost of the Course shall be set forth in a course description to be provided separately.
2. **Technical Information.** During the Course, if GE Healthcare equipment is used to provide hands-on experience with networking, certain Confidential Information relating to the maintenance and service of such GE Healthcare equipment may be disclosed to Applicant. Such disclosure is made subject to the non-disclosure obligations set forth in Section 3 of this Agreement. As part of the Course, GE Healthcare may distribute certain training materials to Applicant, which are considered to be Confidential Information for the purposes of this Agreement. Applicant acknowledges that all Confidential Information disclosed to the Applicant as part of the Course, including any training materials that are considered Confidential Information, is confidential and proprietary to GE

Healthcare and that reproduction, use or further dissemination of any Confidential by Applicant or his/her Employer is subject to the terms of Section 3 below.

3. Applicant's Use of Technical Information. All information that is disclosed or furnished by GE Healthcare to Applicant during the Course deemed to be confidential shall be either (A) in writing and clearly identified on its face as being confidential, or (B) if disclosed orally, disclosed to the Applicant under circumstances where the parties would reasonably believe the information is confidential. Notwithstanding the foregoing, (i) the existence of this Agreement and discussions between the parties relating to the subject matter hereof and (ii) anything of a confidential nature visually observed during the Course, shall be treated as Confidential Information hereunder.

The Applicant agrees that for a period of five (5) years it shall not disclose the Confidential Information to any third party or use the Confidential Information for any purpose that is not specifically authorized in writing by GE Healthcare. The Applicant shall protect the information with the same degree of care as it applies to protect its own confidential information but no less than a reasonable degree of care.

Notwithstanding the foregoing, the Applicant shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the Applicant in breach of this Agreement, (ii) was in the possession of the Applicant prior to its disclosure or transfer hereunder and the Applicant can so prove, (iii) is independently developed by the Applicant without reference to the materials comprising the Confidential Information disclosed under this Agreement and the Applicant can so prove, or (iv) is received from another source without any restriction on use or disclosure.

4. Term and Termination. Except for the obligations of the Applicant with respect to Confidential Information, this Agreement shall expire or terminate upon the completion of the Course. GE Healthcare may immediately terminate this Agreement at any time with or without cause by providing written notice to Applicant. Applicant's obligations under Section 3 of this Agreement shall survive and continue after any termination or expiration of this Agreement. In the event Applicant breaches any term of this Agreement, GE Healthcare reserves the right to permanently exclude Applicant from further service training courses.
5. Certification as to Employment Status. Applicant will complete Employment Verification Form and attaches to this agreement as evidence of employment or indicating full-time student status.
6. Miscellaneous.
 - a. This Agreement sets forth the entire agreement between the parties as to the subject matter hereof and merges all prior discussions between them.
 - b. This Agreement is entered into in contemplation of personal performance by Applicant and the rights granted to Applicant hereunder are not assignable by Applicant to any third party.
 - c. The laws of the State of New York shall apply in construction of this Agreement.
 - d. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Disputes arising under or relating to this Agreement will be submitted to an American Arbitration Association ("AAA") office located in New York, New York, for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees.
 - e. Failure on any occasion by GE Healthcare to enforce any term of this Agreement shall not prevent enforcement on any other occasion.

7. Use of Media & Recording Devices:

The Healthcare Institute's (HCI) policies prohibit the use of any unauthorized personal removable media and recording devices in any courses, classrooms, and labs without the express consent of GE Healthcare.

This includes, but is not limited to the following:

- Cell phones
- Still Cameras
- Video or audio recording devices
- Any external hard drives (Network or other)
- Any form of memory cards including, but not limited to; Compact Flashcard, Secure Digital card (SD card), or Memory Stick
- Any other flash read/write media
- Any other USB read/write media

8. Personal Information:

GE Healthcare Global Technical Training systems are used as part of technical training requirements for course curriculum. These systems are only for use in the training course environment and related lab functions and shall not be used for any other purposes, including any type of testing, systems or design engineering, service engineering or field work. Furthermore, Customer Service System Information (CSSI), Personal Information (PI), Protected Health Information (PHI) or any other data related to any individual shall not be uploaded to any training system without the express written consent of the Healthcare training organization.

During classroom demonstration it may be required to have relevant data available to simulate healthcare or system functions of the equipment. As much as practical, that data should be obviously fake or completely de-identified data.

Any student or organization receiving training from GE Healthcare agrees that training systems must not be used for these purposes and must agree to not place any form of personal information on the systems during access to the systems.

Definitions of personal information include, but are not limited to:

Customer System Service Information or CSSI: Data originating from any customer medical equipment or system including image scan protocols, images, logs (including network analysis files) and other files which may contain PI or SPI.

Personal Information or PI: Any information relating to an identified or identifiable individual. In practice, this means any information that can reasonably be used to identify a living person either directly or indirectly (e.g. by combining different sets of data which together form a complete record), including factual information about such person, such as name, address, telephone number, physical attributes, e-mail address, as well as information about his/her opinions or beliefs, or as otherwise defined by applicable law.

Protected Health Information or PHI: Has the meaning ascribed to this term in HIPAA (Health Insurance Portability and Accountability Act of 1996 <http://www.hhs.gov/ocr/privacy/>), being individually identifiable health information held or transmitted by a Covered Entity or its Business Associate, in any form or media, whether electronic, paper, or oral. Individually identifiable health information is information that relates to (i) the individual's past, present or future physical or mental health or condition, (ii) the provision of health care to the individual, or (iii) the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual. PHI excludes employment records held by a Covered Entity in its role as an employer. Further, information that has been "De-Identified" in accordance with the HIPAA Privacy Rule is not PHI.

Sensitive Personal Information or SPI Personal Information considered by GEHC to be particularly sensitive and includes: (i) national identification numbers, including, but not limited to, passport or Social Security Number, driver's license number or equivalent, credit, debit or other financial account information; and (ii) data concerning racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health condition, sex life or offenses/criminal convictions.

The undersigned person(s) or entities has read and agree(s) to these terms and conditions.

APPLICANT SIGNATURE

(Signature)

(Date)

(Printed Name)



Employment Verification

I hereby certify and attest that _____
(Technician Name)

is employed by our organization _____
(Organization name)

The above named technician and his/her supervisors receive all compensation and applicable benefits directly through our organization, not a third-party contractor.

HR Representative Printed Name: _____

HR Representative Signature: _____

HR Representative Title: _____

Date:

If you are a student, please complete the following.

I hereby certify and attest that I am a full-time student enrolled at:

Name of College: _____

Degree/Major: _____

Estimated Graduation Date: _____

Student Printed Name: _____

Student Signature: _____

Date: _____

Frequently Asked Questions

1. What is an HR Representative and who would sign the employment verification form if I do not have one?
 - *Human Resources (HR) is the departments that help hire new employees, as well as manage the payroll, benefits, retirement, and company policies.*
 - *If you do not have a Human Resources (HR) department within your company, your Human Resources (HR) Representative is the individual or individuals within your company that have access to your employment records, therefore they can state with certainty that you are an employee of your company. It may be someone who manages the payroll or your direct supervisor or manager.*

2. Can I come to training without signing this document?
 - *No, you must be complete this form and submit with your registration – we will not process your registration until we have this completed and appropriately signed document.*
 - *If the course is full and we have applicants on the waitlist, priority will be given to those with all paperwork completed and submitted.*

3. Can I train other individuals in our department on the product after I attend class?
 - *You may use the information received in this course to train others provided that it is not Confidential Information as defined in the Agreement.*
 - *The knowledge acquired in class is for your service use only.*
 - *In the event that you provide training to others, GE Healthcare is not responsible for any damage or injury to any party resulting from your conduct.*

4. If I don't abide by the terms, what consequences are there?
 - *Among other things, you could lose the eligibility to attend GE service training permanently.*