CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered into this _____ day of __________, 20__, between the American College of Rheumatology (the “ACR”) and Dr. ___[Insert Name]___ (“Dr. ___[Insert Name]___”).

WHEREAS, Dr. ___[Insert Name]___ has been elected to and has agreed to serve as a member of the Board of Directors of the ACR; and

WHEREAS, the parties agree that it is appropriate to enter into this Confidentiality Agreement by which the Director acknowledges his/her fiduciary duty to maintain, protect and not disclose the Confidential Information of the ACR both during his/her term as Director and thereafter.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Confidential Information. As used herein, “Confidential Information” means all information furnished by the ACR to Dr. ___[Insert Name]___ in connection with the performance by the Board Member of his/her Board responsibilities which should be reasonably understood by the Board Member to be confidential or proprietary information of the ACR, whether furnished orally or in writing. Examples of Confidential Information include, but are not limited to, the terms of journal publishing agreements, the learning management system initiative, ACR’s proprietary data analytics registry platform (“RISE”), strategic plans, staff compensation and benefit matters, and matters addressed in Executive Session.

2. Non-Disclosure and Use of Confidential Information. Dr. ___[Insert Name]___ agrees that during his/her term as a Board Member and for two (2) years thereafter to:

   (a) Hold in confidence and not to directly or indirectly disclose, disseminate, divulge, lecture upon, publish, report, reveal or transfer any Confidential Information to any person or entity;

   (b) Not directly or indirectly make use of any Confidential Information except for the purposes of carrying out his/her responsibilities as a Director; and

   (c) Not permit unauthorized use of any Confidential Information by any person or entity.

IN WITNESS WHEREOF, Dr. ___[Insert Name]___ and the ACR have caused this Confidentiality Agreement to be executed as of the day and year first above written.

THE AMERICAN COLLEGE OF RHEUMATOLOGY

By: ________________________________
   Dr. ___[Insert Name]___

By: ________________________________
   Steven Echard, IOM, CAE
   Executive Vice President