

BOARD OF DIRECTORS
CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered into this ____ day of _____ between the American Society of Plastic Surgeons (the “Society”) and _____ [Name of Director]_____.

WHEREAS, _____ [Name of Director]_____ has been elected to and has agreed to serve as a Member of the Board of Directors of the Society;

WHEREAS, the undersigned acknowledges that a Director’s fiduciary duty includes the obligation to not disclose and to maintain the confidentiality of the Confidential Information shared by the Society with Board Members in order to permit them to carry out their responsibilities as Directors;

WHEREAS, the parties agree that it is appropriate to enter into this Agreement by which the Director acknowledges his/her fiduciary duty to maintain, protect and not disclose the Confidential Information of the Society 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 Society to _____ [Name of Board Member]_____ 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 Society, whether furnished orally or in writing, and regardless of whether specifically identified as “confidential” and all notes, analyses, compilations, studies or other documents which contain or otherwise reflect such Confidential Information.

2. Confidential Information Exclusions. The provisions of this Agreement shall not apply to information in the public domain at the time it is shared with a Board Member; information that, after disclosure to a Board Member, becomes part of the public domain through dissemination by the Society; generic information or knowledge that a Board Member would have learned in the course of similar board experiences; and information which was not acquired directly or indirectly from the Society.

3. Non-Disclosure and Use of Confidential Information. _____ [Name of Board Member]_____ 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.

4. Ownership and Return of Documents. All Confidential Information remains the exclusive property of the Society. The Society administrative staff will instruct _____[Name of Board Member]_____ in the proper retention/destruction of Confidential Information which may have been supplied to him/her as part of his/her duties.

5. Enforcement. The Society's Executive Committee, in consultation with the Society's Executive Vice President, legal counsel and its Committee on Conflict of Interest, will determine whether a breach of this policy has occurred and how it will be addressed, including, if necessary, the pursuit of legal remedies by the Society.

IN WITNESS WHEREOF, _____[Name of Director]_____ and the Society have caused this Confidentiality Agreement to be executed as of the day and year first above written.

THE AMERICAN SOCIETY OF PLASTIC SURGEONS

[Name of Director]

By: _____
Its Executive Vice President