CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made this _____ day of __________, 2004 between Saint Louis University, a Missouri benevolent corporation (the "University"), and _____________________________ ("Preceptor").

WHEREAS, the employed faculty physicians of the University possess clinical medical expertise; and

WHEREAS, Preceptor desires to obtain clinical medical training from University physicians that will expose Preceptor to patients of the University and the protected health information of such patients; and

WHEREAS, Preceptor acknowledges that as a condition of Preceptors receipt of such clinical medical training from the University's physicians, Preceptor must maintain the confidentiality of such patient protected health information and all proprietary University information.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the Preceptor agree as follows:

1. Preceptor shall maintain the confidentiality of any information or knowledge acquired or received by Preceptor during the training provided by the University, including but not limited to (i) the protected health information of University patients, and (ii) University proprietary information regarding its affairs and operations ("Confidential Information").

2. Preceptor will not utilize or disclose such Confidential Information without the University's prior written consent.

3. Preceptor shall indemnify and hold the University harmless from any and all claims, actions, liabilities, and expenses (including costs of judgments, settlements, court costs, and reasonable attorneys fees) regardless of the outcome of such claim or action caused by, resulting from, or alleging Preceptors violation of this Agreement.

PRECEPTOR

______________________________
Print Name

______________________________
Signature

______________________________
Date