



Confidentiality Agreement to Protect Patient Health Information

IN CONSIDERATION of my employment, or the continuance of my employment by VARIAN MEDICAL SYSTEMS, INC., I agree as follows:

1. For the purpose of this Confidentiality Agreement to Protect Patient Health Information ("Agreement") the term "the Company" shall include VARIAN MEDICAL SYSTEMS, INC., its subsidiaries and/or its affiliates in which VARIAN MEDICAL SYSTEMS, INC. now or hereafter during the term of this Agreement, owns more than twenty percent of the stock eligible to vote for directors and the assignees and licensees of VARIAN MEDICAL SYSTEMS, INC., its subsidiaries and affiliates.
2. During the course and scope of my employment by the Company, I may obtain and have access to certain patient health information, which the Company's health care provider customers obtain from their patients ("Patient Health Information"). I agree to protect and preserve that Patient Health Information in confidence, and to comply with the Company's Privacy Policy for Patient Health Information then in effect, which restricts my use and disclosure of Patient Health Information both within and outside of the Company. I understand that I may locate the current version of this Privacy Policy for Patient Health Information on the Company's internal Website, and that I will check that internal Website from time to time to review the current Privacy Policy for Patient Health Information.
3. I understand and agree that the Company has instituted certain security procedures to protect Patient Health Information ("Security Procedures"), and that the Company will update those Security Procedures from time to time. I agree to comply with the Company's Security Procedures then in effect, throughout the term of my employment. I understand that I may obtain the current version of the Security Procedures from my supervisor, or from the Company's legal department.
4. I understand and agree that the Company will impose appropriate sanctions, up to and including the termination of my employment, for any violation of this Agreement.
5. When my employment by the Company ends for any reason, I shall identify all Patient Health Information then in my possession, and shall deliver it and all copies of it *via* a secure transmission method to my supervisor before leaving the Company. I shall not retain any copies of any Patient Health Information in my possession after my employment by the Company ends.
6. After my employment ends for any reason, I understand and agree that my obligations under this Agreement with respect to the protection, preservation and confidentiality of Patient Health Information shall continue, and further, that I shall not use or disclose any Patient Health Information I received while employed by the Company, for any purpose.

7. If I obtained any patient health information of a third party prior to my employment by the Company, I will not disclose it to the Company, and I will not use it for any purpose during my employment by the Company.

8. This Agreement is in addition to and not in lieu of any other agreement between me and the Company with respect to the confidentiality of information, including, but not limited to, the Proprietary Information and Inventions Agreement (or any similar agreement) that I entered when I was hired by the Company.

9. This Agreement supercedes all prior discussions, representations and understandings between me and the Company relating to patient health information, and may not be waived or modified except by a express written agreement executed by me and by an authorized representative of the Company.

10. This Agreement shall be construed under the laws of the State of California, U.S.A., without regard to its conflicts of laws provisions, and excluding the United Nations Convention on Contracts for the International Sale of Goods.

Date _____ Employee Signature _____

Employee Name (please print)

Employee Badge Number

Department Name & Resp. No.

Date _____ Witness _____