

**PRIMARY CARE PROVIDER
COVENANT NOT TO COMPETE AGREEMENT**

By accepting this faculty appointment at the University of Texas Medical Branch at Galveston (“UTMB”), I agree that during the term of my appointment and for two (2) years following the non-renewal and/or termination, whether voluntary or involuntary, of my appointment, I will not directly or indirectly, as an employee, employer, independent contractor, consultant, agent, principal, partner, shareholder, corporate officer, director, lender, or in any other individual or representative capacity, engage or participate in any business that competes with UTMB by providing [insert discipline] services (“Services”) within a ten (10) mile radius of any clinic location at which I have provided Services during the term of my appointment (the “Restricted Area”). Furthermore, I agree that I will not make use of any confidential information or trade secrets of UTMB with any competitor of UTMB.

Notwithstanding the foregoing, the Parties agree that I will be released from this Covenant Not to Compete Agreement (“Covenant”) and will be permitted to practice in the Restricted Area after the non-renewal and/or termination, whether voluntary or involuntary, of my Memorandum of Appointment by paying UTMB the Buyout, as defined below. The Parties agree that UTMB will incur substantial losses if I practice within the Restricted Area in violation of this Covenant. The parties acknowledge and agree that the amount of losses that would be sustained by UTMB because of my breach of this Covenant is uncertain and difficult to ascertain. However, the Parties acknowledge and agree that UTMB will release me from this Covenant by my payment to UTMB of TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00) (the “Buyout”), which the Parties agree is a reasonable price and is an estimate of the losses UTMB would sustain as a result of the release of this Covenant, including loss of revenues and related expenses. I promise to pay to UTMB the Buyout, and UTMB agrees to accept my payment of the Buyout as consideration for releasing me from the Covenant, if I should desire to be released from this Covenant. It is hereby acknowledged and agreed by UTMB and me that the Buyout will be paid in lieu of my payment to UTMB of actual, consequential, punitive, or any other damages incurred by UTMB because of my breach of this Covenant. Furthermore, the parties agree that my payment to UTMB of the Buyout is not a penalty.

I acknowledge and agree that the enforcement of any of the non-compete provisions set forth in this Covenant by UTMB will not interfere with my ability to pursue a proper livelihood. I recognize and agree that the enforcement of this Covenant is necessary to ensure the preservation and continuity of the business and goodwill of UTMB. I agree that due to the nature of UTMB and UTMB’s business, the non-compete restrictions set forth in this Covenant are reasonable as to time, geographical area, and scope of activity.

The parties acknowledge and agree that this Covenant is ancillary to the other enforceable provisions of my Memorandum of Appointment and in consideration for, among other things: (i) UTMB’s providing me with ongoing specialized training; and (ii) UTMB’s providing me with access to UTMB’s confidential information and trade secrets, including, but not limited to, confidential patient information, confidential healthcare services information, and business



related financial information. The existence of any claims or causes of action I have against UTMB, whether predicated on my Memorandum of Appointment or otherwise, shall not constitute a defense to the enforcement by UTMB of this Covenant. Without limiting other possible remedies to UTMB for breach of this Covenant, I agree that injunctive or other equitable relief will be available to enforce the provisions of this Covenant, such relief to be without the necessity of posting a bond, cash or otherwise.

All records and patient files resulting from services rendered by me during my employment with UTMB are the property of UTMB. Except as expressly provided for herein, upon termination of this Agreement or my employment with UTMB, all records and patient files shall remain the property of UTMB, provided, however, that nothing herein shall be construed as denying me access to a list of patients I have seen or treated within one (1) year prior to termination of this Agreement or my employment with UTMB.

Notwithstanding the above, the Parties agree that I will not be prohibited from providing continuing care and treatment to any patient during the course of such patient's acute illness even after this Agreement or my employment with UTMB has been terminated. If any patient desires to continue to receive treatment from me after termination of this Agreement or my employment with UTMB, the patient or the patient's legal guardian shall provide UTMB written authorization to release copies of such patient's medical records and patient files pertaining to such individual to me. Upon receipt of the written authorization, UTMB shall surrender to me copies (or at UTMB's election, originals) of any such patient's medical records and patient files pertaining to such patient in the same form as such records are maintained by UTMB, unless otherwise agreed to by the Parties. UTMB may charge a reasonable copy fee for such records as established by the Texas Medical Board under Section 159.008 of the Texas Occupations Code. UTMB shall be entitled to retain the originals or, at its election, make a copy of all original records and patient files delivered to me.

Physician Signature

Date: _____

UTMB Signature

Date: _____



**SPECIALITY CARE PROVIDER
CONVENANT NOT TO COMPETE AGREEMENT**

By accepting this faculty appointment at the University of Texas Medical Branch at Galveston (“UTMB”), I agree that during the term of my appointment and for two (2) years following the non-renewal and/or termination, whether voluntary or involuntary, of my appointment, I will not directly or indirectly, as an employee, employer, independent contractor, consultant, agent, principal, partner, shareholder, corporate officer, director, lender, or in any other individual or representative capacity, engage or participate in any business that competes with UTMB by providing [insert discipline] services (“Services”) within a ten (10) mile radius of Galveston Island, within a ten (10) mile radius of the UTMB Specialty Care Center at Victory Lakes located at 2240 Gulf Freeway South, League City, TX 77573, or within a ten (10) mile radius of any clinic location at which I have provided Services during the term of my appointment (the “Restricted Area”). Furthermore, I agree that I will not make use of any confidential information or trade secrets of UTMB with any competitor of UTMB.

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UTMB Signature

Date: _____

