**Full-Time Primary Care Physician**

**Restrictive Covenant**

In consideration for my employment as a salaried, full-time faculty member of Rutgers, The State University of New Jersey (“Rutgers” or the “University”), and of the possibility of my receipt of clinical practice income therefrom, I agree to the following:

1. If I terminate my status as a full-time faculty member of Rutgers for any reason, or if Rutgers terminates my employment for just cause, I agree that for one (1) year following the date of the separation of my employment as a full-time faculty member of Rutgers, I shall not compete with Rutgers, as follows:
2. I shall not solicit my patients to transfer their care from Rutgers to my private care or care with another group.
3. I shall not establish an office for the care of patients, work in an office, or provide care for patients in an established office/facility for the care of patients within a ten (10) mile radius of my principal practice location (not to extend beyond the State of New Jersey) at the time of the separation of my employment from Rutgers.
4. I shall not admit patients or provide consultation to patients at any health care facility within a ten (10) mile radius of the health care facility where I currently have privileges (not to extend beyond the State of New Jersey), except in an emergency with the written consent of the appropriate chair or director of the department at Rutgers.
5. The restrictions set forth in paragraph 1 are reasonable as a matter of law.
6. This agreement shall be interpreted, construed, and governed by the laws of the State of New Jersey.
7. If I violate any of the provisions of this Agreement, the University will suffer irreparable harm, money damages will be an inadequate remedy to compensate the University, and the University shall be entitled to injunctive relief enforcing the provisions of this Agreement in addition to any money damages it is entitled to as a matter of law for breach of the terms of this Agreement.
8. In the event that an action is filed concerning an alleged breach of this Agreement or to enforce the provisions of the Agreement, Rutgers shall be entitled to recover costs and attorneys’ fees, in addition to any other remedy to which it would be entitled.
9. In the event that any provision of this agreement shall be held invalid in a court with jurisdiction over the parties, such provision shall be deleted from this Agreement, which shall then be construed to give effect to the remaining provisions thereof.
10. No waiver or modification of this Agreement shall be effective unless in writing and signed by the Dean of [INSERT SCHOOL].

Department Chair / Date Faculty Signature / Date

Print Name Print Name