

Non-Disclosure Agreement

This Agreement is made and effective this _____ day of _____, 20_____, between;

_____ AND _____
<CLINIC NAME> (CONTRACTOR AND TITLE)

In relation to the terms and conditions, and other valuable considerations of this agreement, the parties agree as follows:

The following statements apply to my role as _____ to the _____ and this agreement is to be signed at the start of my appointment as:

1. I may be exposed to sensitive and confidential information verbally or in writing. Confidential information refers to any information, discussions, or material that is proprietary to, or not generally known, outside of the _____. Confidential information includes but is not limited to finances, operating plans, membership, human resources, health information, and any other information that may be deemed proprietary.
2. I understand that the _____ is bound by the rules for the collection, use, and disclosure of health and personal information as set out by the Alberta Health Information Act (HIA), the Alberta Personal Information Protection Act (PIPA) and the Alberta Freedom of Information and Protection of Privacy Act (FOIP).
3. I understand that any personal, registration, or diagnostic health information (as defined by the HIA, whether it be aggregate, non-identifiable or identifiable), any personal employee information (as defined by PIPA), and any funding or communication between the _____ and the government of Alberta (as defined by FOIP) which is collected, used, disclosed or retained during or after my work with the _____ must remain private and confidential.
4. I lawfully agree and intend to be bound by the following duties and accountabilities upon signing this agreement as a contractor/consultant to the _____ that:
 - a. I will maintain confidentiality and will not disclose, disseminate or use any confidential information belonging to _____, whether verbal or written, except as directly permitted by my supervisor or in circumstances where the disclosure is required to be made by any law, regulation or court order.
 - b. I will respectfully represent myself at all times and exercise reasonable care to protect the confidential information of the _____.
 - c. I will return all _____ property, materials, and documents in my possession promptly should my contract come to an end or as requested.
 - d. I acknowledge that any work I have created, or assisted in the creation of, including but not limited to, survey materials, training materials, case studies, research analysis, and any

written or visual work shall constitute works made for hire, and that _____, therefore, holds the rights to said works.

- e. I will not reproduce, retain title to or publish these works unless it is necessary to comply with regular _____ duties while hired by the organization or upon cessation of the contracted relationship.
- f. I understand that any invention, discovery, improvement, work product, written or visual work, and other technological developments made by myself or the _____ during my contract that directly or indirectly relate to the business of the _____ remains the property of _____.
- g. I acknowledge that a breach or threatened breach by myself of the above may result in the _____ suffering irreparable harm that may result in legal action taken by the _____ or other injunctive relief that it may become entitled to.
- h. I will disclose to the _____ should a situation arise where I become aware that a breach of this agreement has been made.
- i. I acknowledge that this agreement will be governed in all respects by the laws of the province of Alberta in Canada, as such laws are applied to agreements entered into and to be performed entirely within Alberta and between Alberta residents.
- j. I will take every reasonable step to honour this agreement continuously. I understand that it may only be amended or modified upon mutual agreement of both authorized parties in writing.

Authorized representative <i>(please print):</i>	
Position title:	
Signature:	