# Non-Disclosure Tool

# Document Purpose and Overview

A Non-Disclosure Agreement (NDA) establishes a confidential relationship between a clinic and third parties that have access to sensitive information. These parties may include contractors, consultants and vendors such as a third-party billing clerk, locum (physician), temporary employee, or volunteer. It is important to ensure that all contractors and consultants are aware that the information they may see by working for a clinic is sensitive and must be kept confidential.

**Important note:** Often, custodians’ offices enter into agreements with small local service providers who may not have written contracts prepared in advance. The NDA and Information Manager Agreement templates assist custodians in ensuring due diligence in contract management. The custodian must

consider if the template meets the needs of the particular situation. The template may not be adequate in all circumstances and will require customization.

# Instructions for use

The instructions below are meant to assist you with making this document your own and to build strong privacy and security practices within your clinic. The document is created in a standard word document and can be edited to address the specific agreement needed:

* There are highlighted sections in the document that should be edited to fit your clinic’s specific requirements. Please remove all highlighting as you fill out the relevant section.
* The document must be signed by each individual and kept in the clinic.

# Questions?

If you have any questions about this document or require further assistance, please contact the Alberta Medical Associations’ Security Privacy and Data Sharing (SPaDS) team at privacySPaDS@albertadoctors.org.

# Non-Disclosure Agreement

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

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| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_<CLINIC NAME> | AND | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(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 <CONTRACTOR NAME> to the <CLINIC> 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 <CLINIC NAME>. Confidential information includes but is not limited finances, operating plans, membership, human resources, health information, and any other information that may be deemed proprietary.
2. I understand that the <CLINIC NAME> 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 <CLINIC NAME> and the government of Alberta (as defined by FOIP) which is collected, used, disclosed or retained during or after my work with the <CLINIC> 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 <CLINIC NAME> that:
	1. I will maintain confidentiality and will not disclose, disseminate or use any confidential information belonging to <CLINIC NAME>, 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.
	2. I will respectfully represent myself at all times and exercise reasonable care to protect the confidential information of the <CLINIC NAME> .
	3. I will return all <CLINIC NAME> property, materials, and documents in my possession promptly should my contract come to an end or as requested.
	4. 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 <CLINIC NAME>, therefore, holds the rights to said works.
	5. I will not reproduce, retain title to or publish these works unless it is necessary to comply with regular <CLINIC NAME> duties while hired by the organization or upon cessation of the contracted relationship.
	6. I understand that any invention, discovery, improvement, work product, written or visual work, and other technological developments made by myself or the <CLINIC NAME> during my contract that directly or indirectly relate to the business of the <CLINIC NAME> remains the property of <CLINIC NAME>.
	7. I acknowledge that a breach or threatened breach by myself of the above may result in the <CLINIC NAME> suffering irreparable harm that may result in legal action taken by the <CLINIC NAME> or other injunctive relief that it may become entitled to.
	8. I will disclose to the <LEAD CUSTODIAN / PRIVACY OFFICER> should a situation arise where I become aware that a breach of this agreement has been made.
	9. 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.
	10. 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.

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| **<NAMED CONSULTANT OR CONTRACTOR>** |
| Authorized representative (*please print*): |  |
| Position title: |  |
| Signature:  |  |