



TITLE

INTELLECTUAL PROPERTY CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENTS

SCOPE

Provincial

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Alberta Health Services Executive Leadership Team

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Intellectual Property Policy (#1137)

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NOTE: The first appearance of terms in bold in the body of this document (except titles) are defined terms – please refer to the Definitions section.

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OBJECTIVES

- To outline the Alberta Health Services (AHS) processes for entering into Confidentiality and Non-Disclosure Agreements (NDA) on behalf of an **intellectual property creator (IP creator)**.

APPLICABILITY

Compliance with this document is required by all Alberta Health Services employees, members of the medical and midwifery staffs, students, volunteers, and other persons acting on behalf of Alberta Health Services (including contracted service providers as necessary).

ELEMENTS

1. Non-Disclosure Agreement Requests

- 1.1 The IP creator shall forward a request for an NDA to the Vice President, Provincial Clinical Excellence (VP, PCE). Such a request shall include the name and address of the third party, the name of the IP creator, and a description of the confidential information to be disclosed.
- 1.2 The VP, PCE shall work with AHS Legal and Privacy to prepare the NDA and forward it to the third party for review and processing. Upon receipt of the partially executed NDA from the third party, the VP, PCE shall process the NDA for signature by authorized AHS signing officers. Each party shall receive a copy of the fully executed NDA. Execution in counterpart and delivery of an executed document by electronic or facsimile transmission is acceptable provided the NDA permits it.

- 1.3 If the third party insists upon its own form of NDA, AHS Legal and Privacy shall review the NDA and negotiate with the third party any revisions required to protect the interests of AHS and the IP creator prior to execution by AHS and the IP creator.

DEFINITIONS

Intellectual property (IP) means:

- the intangible nature of works or creations that is unique and original;
- any tangible expression thereof;
- the rights arising from the legal protection of IP, including copyright, trademarks, patents, industrial designs, and integrated circuit topographies; and
- know-how and other trade secrets.

IP includes, but is not limited to, technology, technical information, data, databases, formulae, computer software, computer code, drawings, graphics, designs, concepts, ideas, apparatus, processes, research tools, prototypes, methods, techniques, and all original literary, dramatic, musical, and artistic works, all print, multimedia electronic and audiovisual materials, manuals, program packages, and educational materials.

Intellectual property creator (IP creator) means the originator of IP who is an AHS employee, an individual working in association with an AHS employee, an individual using AHS resources, or a partnership of one or more individuals or organizations.

REFERENCES

- Alberta Health Services Governance Documents:
 - *Intellectual Property Policy* (#1137)

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