

Non Disclosure (Confidentiality) Agreement**Alberta Health – Recovery Community Operations Competitive Grant**

The Applicant, prior to receiving application materials for the Recovery Community Operations Competitive Grant (“Grant”) contained within the Recovery Community Operations Competitive Grant Application Package (“Application Package”), is required to review, sign and return this Non Disclosure Agreement by email, to Health.SystemDesignandMonitoring@gov.ab.ca. The Application Package includes:

1. Grant application/evaluation template
2. Recovery Community Operations Grant Financial Profile Part A template
3. Recovery Community Operations Grant Financial Profile Part B template
4. Recovery Communities Provincial Manual
5. Therapeutic Living Units in Corrections overview
6. Recovery Community Operations Grant Questions and Answers

The information contained within the Application Package is considered to be confidential and may be used by the Applicant only for the purpose of completing the Applicant’s Grant application and for performing the Services under the Grant.

In consideration of the provision of the confidential information and documents, the Applicant agrees as follows:

1. In this Non Disclosure Agreement, “Information” means all business, financial, technical, operational, and other information relating to the Grant including, without limitation, the Application Package, whether such Information is factual or interpretive, or verbal, written or in electronic form, disclosed directly to or otherwise acquired by, the Applicant before or after the date of this Non Disclosure Agreement.
2. The Information and the terms and conditions of this Non Disclosure Agreement may only be disclosed to such persons employed or contracted by the Applicant on a “need to know” basis solely for the purpose of completing the Applicant’s Grant application and for performing the Services under the Grant.
3. The Information shall not be disclosed by the Applicant to any third party, including agents, subcontractors or affiliates of the Applicant without the express written consent of Alberta Health.
4. The Applicant shall require that all persons having access to the Information comply with the provisions of this Non Disclosure Agreement.
5. The requirement set forth in this Agreement shall not apply to any part of the Information that:
 - a) is in the public domain at the date of disclosure to the Applicant or which thereafter enters the public domain other than by any act or failure to act on the part of the Applicant;
 - b) is already known to the Applicant (as evidenced by the Applicant’s written records) at the time of its disclosure to the Applicant by Alberta Health, except to the extent the

- information was acquired by, or became known to, the Applicant in the course of carrying out an existing or previous Grant with Alberta Health;
- c) was lawfully acquired by the Applicant from a third party (as evidenced in the Applicant's written records);
 - d) was required to be disclosed by the Applicant as contemplated in clause 6 hereof; or
 - e) was independently developed by the Applicant's employees who had no access to the Information.
6. The Applicant shall be entitled to disclose Information as required by law or ordered by a court of competent jurisdiction or any regulatory body having jurisdiction, provided that:
 - a) The Applicant shall take reasonable steps to maintain the confidentiality of the Information by the court or regulatory body; and
 - b) The Applicant shall provide Alberta Health with immediate written notice of any request for disclosure.
 7. If the Applicant makes copies of any of the documents provided, at the conclusion of the Grant application process or upon request by Alberta Health, the Applicant shall forthwith destroy all copies of the documents it has created regardless of the medium they are stored on and provide confirmation of such destruction to Alberta Health upon request.
 8. The Applicant shall not use any of the Information in furtherance of the Applicant's business or for its own benefit, profit or advantage other than for the purpose of completing the Applicant's Grant application and for performing the Services under the Grant.
 9. This Non Disclosure Agreement shall commence on the date of the signature affixed hereto and shall continue in full force and effect until the sooner of the Applicant performing Services under the Grant, or a period of two (2) years.
 10. The Applicant understands that in providing the Information to the Applicant, Alberta Health makes no representation or warranty as to the accuracy or completeness of the Information. The Applicant agrees that neither Alberta Health, nor anyone representing Alberta Health, shall have any liability for any errors or omissions or for any damages resulting from the use of the Information. The Applicant shall rely solely on its own appraisals, estimates, interpretations and analysis related thereto.
 11. The Applicant acknowledges the value of the Information. Accordingly, the Applicant agrees that any of injunctive relief, specific performance, or monetary damages, is an appropriate remedy for any breach of this Non Disclosure Agreement by the Applicant.
 12. Nothing herein shall be construed as granting to the Applicant a license or any rights to intellectual property of Alberta Health including without limitation, trademark or copyrights in any country relating to the Information.
 13. If any of the Applicant's representatives visit any of the business sites of Alberta Health, the Applicant hereby indemnifies and saves Alberta Health, and its agents harmless from any claims and liabilities resulting from the negligence or misconduct of the Applicant's representatives during any such visit.

14. This Non Disclosure Agreement shall be governed by the laws, and in the courts, of the Province of Alberta.
15. No failure or delay by Alberta Health to exercise any of its rights, powers or privileges under this Non Disclosure Agreement shall operate as a waiver hereof.
16. If any provision of this Non Disclosure Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Non Disclosure Agreement.
17. This Non Disclosure Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective successors.
18. This Non Disclosure Agreement shall not be assigned by the Applicant without the written consent of Alberta Health.
19. This Non Disclosure Agreement is subject to the Alberta *Freedom of Information and Protection of Privacy Act*, as may be amended, revised or substituted from time to time.

Agreed to and accepted by this _____ day of _____, 2022.

(Applicant Legal Name)

(Name of the Officer of the Applicant)

(Signature of the Officer of the Applicant)

(Applicant Address)

(Telephone Number)

(E-mail Address)

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