

Columbia College Confidentiality, Intellectual Property and Personal Information Agreement

Purpose

Columbia College handles sensitive student information on a regular basis. In accordance with the [Freedom of Information and Protection of Privacy Act](#) (FIPPA), as well as the [Personal Information and Electronic Documents Act](#) (PIPEDA), Columbia College requires all employees and contractors to handle sensitive information in a confidential and appropriate manner. It is understood that any individuals acting on behalf of Columbia College will become aware of confidential information regarding our students through the course of their work with the Company. Employees and contractors agree that if confidential and intellectual property information is not effectively protected, the operations of Columbia College may be threatened, and the well-being and privacy of our students may suffer irreparably.

Confidentiality Agreement

In this Agreement, "**Confidential Information**" means information, technology, material or other property of any kind that is confidential or proprietary to the College or its affiliates including, without limitation:

- employee, customer or student information, supplier lists and information, actual or contemplated business plans, financial information, business practices, marketing data and plans, instructional or informational material, promotional materials or manuals, or internal services, operational, or employment manuals;
- technical information, including but not limited to, any and all object code and source code to software, methodologies, procedures, processes, specialized knowledge, formulae, innovations and inventions (whether patented or not), instructions, descriptions, studies, reports, test results, computer programs (including computer data, computer software and applications), computer systems, and specialized techniques;
- affiliate information, including but not limited to affiliate names, business plans, financial information, business practices, and promotional activities; and
- any other information, the disclosure of which could be reasonably expected to adversely affect the College or its affiliates.

Confidential Information does not include information:

- in the public domain or that was known to the Employee prior to the commencement of employment with the College;
 - that is or becomes generally available to the public through no act of the Employee;
 - that the Employee receives from an independent third party who is not also under an obligation not to disclose it; or
- that the Employee is required by law to disclose, provided that the Employee will, as soon as practicable after receiving a request or order for disclosure, give the College prior written notice of such request or order to afford the College time to seek a protective order.

On the Termination Date, regardless of the reason for the cessation of employment, or at any earlier time if requested by the College, the Employee will immediately turn over to the College all Confidential Information in the Employee's possession or control (whether in electronic, paper or other form), along with all other property of the College.

The Parties intend that, should there ever be a dispute over the meaning, interpretation or effect of this article, it will be interpreted to ensure that the College retain exclusive ownership and all other rights to what they assert is Confidential Information or, in the event the purported Confidential Information is that of the College's customer or student, it will be interpreted to ensure that the College's customer or student retains exclusive ownership and all other rights to what it or the College asserts is the College's customer's or student's Confidential Information.

For the purposes of this Agreement, the term "**affiliate**" has the same meaning ascribed thereto in the
Alberta Business Corporations Act.

Intellectual Property Agreement

The Employee hereby confirms that the College has exclusive ownership of all intellectual property that is created, developed, conceived or improved by the Employee solely or jointly with others either: (i) during the period of the Employee's employment for the College; or (ii) while using the premises or property of the College ("**Developments**"). The Employee hereby sells, grants, assigns and transfers to the College all right, title and interest (including all intellectual property rights) in and to such Developments. The Employee hereby waives any and all moral rights, whether now existing or arising subsequently hereto, in the Developments in favour of the College.

Reasonableness of Restrictions

- The Employee agrees that the restrictions set forth in above are fair and reasonable and necessary to protect the College's interests.
- The Employee understands and agrees that the College will suffer irreparable harm if the Employee breaches the terms stated above, and that monetary damages will not be sufficient to compensate for the breach. Accordingly, the Employee agrees that, in the event of a breach, the College, in addition to and not in limitation of any other rights, remedies, or damages available to it at law or in equity, will be entitled to an interim or interlocutory injunction upon application to the court in order to prevent or to restrain any such breach by the Employee, without having to prove irreparable harm or provide an undertaking to pay damages. For certainty, nothing in this article precludes the College from seeking and being granted permanent injunctive relief.

Personal Information and Personal Employee Information Agreement

- The Employee acknowledges that any personal information or personal employee information (as such terms are defined in the *Alberta Personal Information Protection Act*) concerning the College's officers, directors, employees, tenants, customers, or other individuals about whom the College holds information, are subject to the requirements of the *Alberta Personal Information Protection Act*, and other federal and provincial laws governing privacy.
- The Employee hereby consents to the collection, use, and disclosure of the Employee's personal information and personal employee information for purposes relating to the establishment and maintenance of the employment relationship and post-employment relationship, in order to facilitate the purposes of this Agreement, and in order to facilitate and promote the College's business. The purposes of collection, use, and disclosure may include, but are not limited to:

(a) reporting to any trade or professional association governing the College, or any investigative body having authority over the College to the extent that such information is required to be reported;

(b) as required by law;

- (c) as required by the College to obtain funding;
- (d) as required by the College to obtain and maintain business contracts;
- (e) in connection with obtaining employee benefits, or insurance;
- (f) in connection with any outsourcing of information to third party suppliers of information processing services, including, without limitation, payroll, health benefits, insurance, or pension plan benefits;
- (g) for the College's internal operational purposes;
- (h) for any purpose required or permitted under the *Alberta Personal Information Protection Act*;
- (i) monitoring the Employee's access to the College's electronic media services, including Internet and e-mail, to ensure that the Employee's use of such services is appropriate, is in compliance with any policies the College might establish from time to time, and is not in violation of any applicable law; and
- (j) any other purposes the College determines are related to the establishment, maintenance, or termination of the employment relationship.

Company Property:

Upon termination of the employment or contractual agreement with Columbia College, or at the expiration of a contract or term with Columbia College, the Contractor shall promptly return (without duplicating or summarizing), any and all material pertaining to Columbia College business in their possession. This includes but not limited to: All course materials, all student lists or information, physical property, documents, keys, electronic information, storage media devices, manuals, letters, notes and reports.

Acknowledgment and Agreement

I, (Employee Name), acknowledge that I have read and understand the Confidentiality, Intellectual Property and Personal Information Agreement of Columbia College.

I agree to adhere to this agreement in its entirety and will ensure that employees or contractors working under my direction adhere to this Policy. I understand that if I violate the rules set forth in the Agreement, I may face legal, punitive, or corrective action.

Name: _____

Signature: _____

Date: _____

Witness
Signature: _____