Answers to Questions

Qualified Vendor List for Emergency Management Services

for Region 3 Healthcare Coalition Alliance

1. Section C: Terms of Agreement - In Section C it states: "All work products and contract deliverables including, but not limited to, plans, training and exercise materials developed as a result of an approved written order between a vendor and the NEFRC will become the property of the NEFRC."

Our training programs are proprietary, intellectual property. In some cases, our content is trademarked. With regards to the above clause: If we were contracted to teach one of the existing courses from our course catalog, how would this condition apply? I just want to clarify, that NEFRC ownership of content would only apply to programs developed specifically for an NEFRC contract, and not pre-existing proprietary workshops and seminars delivered under for an NEFRC contract. As I’m sure you can understand our existing course catalog has extensive staff hours in development of the programs that are the intellectual property for our company. If those courses, taught under an NEFRC contract became owned by NEFRC, and subsequently fell into the public domain it would be detrimental to the future of our company.

Answer - The NEFRC has no expectation of ownership for proprietary, intellectual property a vendor might provide. The intent of this statement would apply to any work products created specifically for the NEFRC and its healthcare coalitions e.g. plan templates, exercise materials.

No additional questions received