

These guidelines are tentative

NDA/CDA Guidance

To promote collaboration between institutions and corporate partners it is often necessary to share documents, data, processes, and other information to evaluate potential future relationships. If this information is not generally available to the public and the owner wishes to limit the other party's use or dissemination, it is confidential. Sharing confidential information requires a plan for ensuring that only the proper parties have access to the information and it is not disclosed to the public against the owner's wishes. The University or the other institution may have conditional information, and it is important that information is handled properly.

Non-disclosure agreements (NDA) and confidential disclosure agreements (CDA) are legal agreements which outlines the methodology of sharing confidential information and restricting its use or dissemination. These types of agreements are necessary to protect financial interests and novel ideas and to maintain patent rights. These agreements should consist of terms that are amicable to both parties, realistic to prevent disclosure, and ensure that University policies are not compromised.

It is important for all researchers who have access to the information to sign a NDA or CDA and be familiar with the terms and confidentiality requirements. Disclosing or using a trade secret (information not generally known that its owner has taken reasonable precautions to protect) is a serious offense, and may expose the University and/or the individual researcher responsible to liability. Additionally, if University or a research of the University has confidential information that is disclosed, that information is no longer protected and may not be able to be licensed.

NDA's or CDA's related to intellectual property disclosed to the University must be submitted through the Office of Technology Transfer. NDA's or CDA's related to existing research contracts should be submitted through ORSP. All other NDA or CDAs can be submitted directly through your unit.

These guidelines are tentative

In order to facilitate the rapid and accurate negotiation of these contracts the following information should be submitted to the responsible unit:

1. What is the purpose of this exchange?
 - a. What parties will be involved in the exchange?
 - i. Is there any existing agreements with this company? If yes, please describe
 1. Will company be involved in performing the research?
 2. Is the company funding the research?
 - b. Direction of flow of the information (DU to company, company to DU, or both)
 - c. Method of information exchange (via email, in-person, flash drive, etc.)
2. Please provide a description of the confidential information to be exchanged
 - a. DU information to be disclosed
 - i. Special protection considerations regarding the information (i.e., HIPAA protected information)
 - b. Company information to be disclosed
 - i. Is the company requiring any limitations on the information? Or a confidentiality agreement to be signed?
3. Reasonable precautions or procedures are necessary to protect the confidential information?
 - a. Protecting DU information
 - i. Desired protective steps for the company to use when handling the information
 - b. Protecting company information
 - i. Is there any possibility that the company's confidential information may co-mingle with similar information in your possession?
 1. What do you need to do to prevent this co-mingling and protect the information?
 - ii. Desired protective steps the company requests the University uses when handling the information
 1. Confidential business information procedures (if necessary)
4. Will students or other researchers be involved (for information being transferred into DU)?
 - a. Names of students/other researchers and their relationship to DU
 - b. Students will need to acknowledge the agreement and the faculty member is responsible for ensuring the student completes this requirement
 - c. Have those other researchers been disclosed to the company?
5. Has an invention disclosure been submitted related to the information to be received or disclosed?
 - a. If yes, please indicate disclosure number and date
6. Do you plan to submit an invention disclosure based on the results of research from this information exchange?
 - a. If so, when?
7. Are there any third parties that will be allowed to access the confidential information? (i.e., a contractor or manufacturer)
 - a. If so, what procedures are necessary to ensure they protect the confidential information?