**Non-disclosure agreements (NDAs) and confidential disclosure agreements** (**CDAs**)

**DEFINITIONS**A **non-disclosure agreement** (**NDA**), or a **confidential disclosure agreement** (**CDA**) is a legal contract between at least two parties that outlines confidential material, knowledge, or information that the parties wish to share with one another for certain purposes, but wish to restrict access to by others.

NDAs and CDAs can be:

* **unilateral, or one-way agreements**, where one party wants to disclose certain information to another party but needs the information to remain secret for some reason, perhaps due to secrecy requirements required to satisfy patent or privacy lawsor to make sure that the other party does not take and use the disclosed information without compensating the discloser.
* **mutual agreements**, where both parties will be supplying information that is intended to remain secret.

Faculty members are often asked to sign an NDA or CDA when acquiring or purchasing data/databases from a company.

**TYPES OF NDAs/CDAs AND PROCEDURES**NDAs and CDAs can be (1) individual agreements between you and a company or (2) agreements between a company and Columbia University.

**Individual agreements** imply that:

* the work will be done as an “outside activity” (consultancy)
* no University resources will be used (space, computers, libraries, students as RAs, university funds, grant accounts)

Individual NDAs are not reviewed by the University and the legal terms and conditions are negotiated by you. They are signed by you and the company.

**Agreements between a company and Columbia University** imply that:

* the work will be done as part of your work at Columbia University
* University resources will be used

University agreements also safeguard your intellectual property rights and your ability to publish your research findings, and as such protect your work as a faculty member. They are reviewed and signed by the University (Columbia Technology Ventures or Sponsored Projects Administration) on your behalf.

**To establish the type of NDA/CDA and who needs to sign it, we have developed the questionnaire on the following page. Your answers will help us establish the best option and facilitate speedy sign off.**

**Please note that this questionnaire was designed to facilitate compliance with University policy, and it is important to honestly represent the nature of the arrangement and secure the appropriate signatures.**

**QUESTIONNAIRE TO DETERMINE WHO NEEDS TO SIGN AN NDA/CDA**

1. Do you want to sign the NDA/CDA in your individual capacity (as a consultant?)

2. Will you be working on this project on your own time and outside of your Columbia Business School duties?

**If you answered “yes” to the above then the NDA/CDA will be signed by you**

3. Did the Company indicate that they need the University to sign?

4. Will any publications result from this project?

5. Will you be claiming Intellectual Property on project results?

6. Will you are buying data from the company with University funds?

7. Will you be using Columbia University resources (space, computers, libraries, etc)?

8. Will you be hiring students/casual researchers to work on this project?

9. Will you be paying students/casual researchers out of University accounts (your COSTAR/grant accounts, etc)?

**If you answered “yes” to any of the above then the NDA/CDA must be reviewed and signed by the University**

Thank you