



MSA Practicum Confidentiality Agreements

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Purpose of Practicum Confidentiality Agreements

Protect sponsor data, proprietary ideas, plans, products

IAA: Secures real data from real organizations working on real problems providing realistic, valuable educational experience

Clearly delineate/document understanding between parties with regard to information responsibilities

MSA Practicum Particulars

Not seeking publication - Projects not “advised” by faculty

Accepting no-fees or reimbursements for working-on business problems for educational experience

Student travel/lodging to support meetings is a gift not always granted by sponsors

No institutional signing as would be done with a long-term funded research agreement

Students/Staff/Faculty sign as individuals

Trying to get students jobs >> No non-compete clauses

Typical Clauses

Definition of Confidential Information

Separate issue: IAA Personally Identifiable Information Policy

Limitations on Use

Project Only

Return/Certificate of Destruction

Typical: Reasonable Care

Typical Exclusions

Already or becomes generally known outside of recipient control

Recipient documents already knowing

Legally required to divulge (ex: subpoena)

Typical Clauses - continued

In the case of legal compulsion give prompt notice to client unless instructed not by law enforcement entity

Enforceable in any state parties belong to

Other possible documents to sign are referenced

- DUA, BAA, GSA

Injunctive Relief and Damages

Timeline limits typically 1-5yrs (Government work can be longer)

MSA Standards

Be professional with information not covered by NDA

Sponsor data/product stays only on the practicum servers

Accessed in-house/by remote authentication

Reasonable care with regard to discussion and hard copy product

Behind closed doors. Shred hard copy trash

Discussions with non-signing faculty/staff

Always verify signing status of the person you are talking too

Do not discuss with new signees until validated by sponsor

Above NDA Discussion – "go academic"

Reasons to abide by the NDA

4 lenses thru which to view confidential information and commitments

Legal, Ethical, Personal/Professional, Good-Business

Non-compliance: Intentional vs. Negligent Disclosure

The costs to you:

Legal damages

Legal costs

Impact your brand and the Institute's

The lack of a reference

Administrative process for signing

Practicum Manager and Head of Data Security will have already signed to facilitate data transfer

Confidentiality documentation will be shared with student teams for their review and completion

Team accomplishes electronic signing

Faculty and staff sign – combine with students and send

Sponsor confirms receipt and grants permission for access

Bottomline

Take sponsor confidentiality seriously

As if your career depended on it (it does)

Read, sign, and abide by the NDA – it is your legal, professional, and ethical commitment and it's good business to abide by it