**Non-Disclosure Agreement (NDA)**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand and acknowledge the following:

1. Access to External Party Confidential/Proprietary Information is a privilege. Unauthorized access, use for an unpermitted purpose, and or mismanagement of such information risk economic and strategic injury to the information owner and reputational harm and legal complications for Purdue University and me.
2. I understand that I am bound by the restrictions in confidentiality agreements shared as part of Data Security Plan and am personally accountable for a breach caused by my negligence.
3. I will diligently preserve, safeguard and prevent unauthorized access, unpermitted use, and unauthorized disclosure, dissemination or publication of External Party Confidential/Proprietary Information, whether physically and electronically. If specific measures of care are required in an applicable confidentiality agreement, I will also follow those measures.
4. I will only access External Party Confidential/Proprietary Information when I have a legitimate need and am authorized to do so.
5. I will limit my use of External Party Confidential/Proprietary Information to only the setting and purpose authorized by the owner of the information.
6. Prior to sharing External Party Confidential/Proprietary Information with any person, I will confirm that:
	1. The confidentiality agreement permits sharing the information through me.
	2. The recipient is an eligible recipient under the confidentiality agreement and has signed a Personal Acknowledgement form and the form is on file with the Information Owner, and,
	3. The recipient understands the required measures of care and the permitted uses of the External Party Confidential/Proprietary Information.
7. In the event of discovery of any unauthorized access or use, use for an unpermitted purpose, theft, loss or unauthorized disclosure of External Party Confidential/Proprietary Information in my care, I will report the details to the Information Systems Owner immediately
8. I will ensure all External Party Confidential/Proprietary Information is returned or disposed of according to the instructions of the information owner.
9. I understand that continued access to External Party Confidential/Proprietary Information will require continued training and certification.
10. Defend Trade Secrets Act notices:
	1. An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is referenced in a report or complaint of a suspected violation of law that is made (i) pursuant to the University’s Protection Against Reprisal for Good Faith Disclosures (Whistleblower Protection) Policy III.A.4, (ii) in confidence to a federal, state or local government official, directly or indirectly, or to an attorney, if such disclosures are made solely for the purpose of reporting or investigating a suspected violation of law.
	2. An individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
	3. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer’s trade secrets to his or her attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to a court order.

I have read and understood the provisions listed on the previous page:

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| --- |
|  |
| **Signature:** |
| **Name:**Click here to enter text. | **Date:** Click here to enter a date. |
| **Affiliated Organization and Title:** |  |