

Non-Disclosure Agreements for College Students



This handout provides information for UW students on Non-Disclosure Agreements (NDAs) and Confidentiality Agreements (CDAs) as they relate to student participation in an internship or other outside the classroom experience both on and off campus.

WHAT IS AN NDA / CDA?

A non-disclosure or confidentiality agreement protects an organization in the event that one of its employees, staff, visitors, or interns shares proprietary or confidential information with people or entities outside of the organization. When conducting research, creating new products, or even coming up with original ideas, all of this information (often called intellectual property) has value to the organization where it was created, and thus can be protected under the law.

WHAT DOES IT MEAN TO SIGN AN NDA / CDA?

By signing an NDA or CDA you are agreeing to the terms listed in the contract. Those terms can vary significantly depending on the nature of your relationship with the organization and the confidentiality of the information that you may encounter.

For example, a company you are visiting for the day on a tour may ask you to sign a confidentiality agreement specifying that you cannot take photos of your tour and you will not share any information you learned during your visit with anyone for a specified amount of time.

Alternatively, a company that you intern with over the summer may ask you to sign an NDA that not only prevents you from publically sharing information about the projects from your internship, but does not allow you to work for a competitor within that industry for a number of years.

It is important that you carefully read and understand any NDA or CDA that you sign as part of your participation in an activity (job, internship, tour, research project) to understand the implications of the agreement and how it may limit your actions during and after the experience.

NONCOMPETITION AGREEMENTS

A noncompetition agreement restricts your ability to work with your employers' competitors. WA State recently passed legislation about the enforcement of noncompetition agreements. Before signing one, we recommend seeking legal advice or contacting [UW Student Legal Services](#).

TIPS:

- > **Read the fine print.**
Before you sign any documents, be sure to read them thoroughly.
- > **Ask questions.**
Once you've been offered a position, the organization wants YOU in the role. Asking questions will not jeopardize your hiring.
- > **Seek support.**
If you are not sure about something, reach out! UW Student Legal Services provides free consultations.

QUESTIONS?

If you have questions about signing an NDA, CDA, or other document:

- > Schedule a consultation with [UW Student Legal Services](#) at depts.washington.edu/slsuw/
- > Speak with your site supervisor, employer's HR department, or program coordinator

Common Elements of an NDA or CDA

Here is a list of clauses commonly found in an NDA or CDA agreement. Not all of these examples are included in every NDA/CDA and the language may vary depending on the nature and specificity of the agreement. Again, if you have questions schedule a consultation with [UW Student Legal Services](#).

Indemnification

This section is a commitment that you will defend and compensate a party for any harm, loss, liability, etc. that you may cause if you disclose confidential information. The amount may be listed, sometimes not. It also may include lawyer fees and other compensations.

Example text: "Breach of this Agreement, including without limitation, the actual or threatened disclosure or unauthorized use of the Confidential Information without the prior express written consent of the Provider, an irreparable injury such that no remedy at law would adequately protect or appropriately compensate the Provider for such injury. Recipient agrees that the Provider shall have the right to equitable relief."

Liability

This section indicates that you are liable if you disclose confidential information.

Example text: "Unauthorized use or disclosure of the Confidential Information without the prior express written consent of the Provider may cause irreparable harm. Recipient is liable for the unauthorized disclosure and shall adequately compensate the Provider."

Ownership

This section may state that all work, knowledge, products, techniques, intellectual property (patent, copyright, and trademark), etc. are the property of the internship site under confidentiality. In this instance, it is important to be aware of what information is confidential and who owns it.

Agreement Term

This section is generally the length of time the CDA/NDA is in place.

Example text: "Term. Unless mutually extended by written agreement signed by an authorized representative of both parties, the term of this Agreement will be one (1) year from the Effective Date."

Survival or Term

This section indicates the ongoing responsibility of the agreement and terms.

Example text: "In the event of a termination or expiration of this Agreement, the obligations under this Agreement shall survive for five (5) years from the Effective Date."

Governing Law and Venue

This is the location where the NDA/CDA will be enforced if it is breached.

Example text: "Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington. Any claim related in any manner to the Agreement shall be instituted and commenced in, and venue shall be Bellevue, WA."