

# More than twenty five reasons why Dr. Partha (Algologic) will not sign a non-disclosure agreement (NDA) with xxx (replace xxx with your company's name)

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1. As a matter of policy, Dr. Partha (or Algologic) never signs any non-disclosure agreement (NDA) with anybody.
2. If Dr. Partha signs an NDA now, he will be betraying all his earlier clients. In fact, Dr. Partha did not sign an NDA with his own employers CMC R & D with whom he worked for over thirteen years. During these thirteen years he was exposed to a whole lot of company confidential matters and worked on top-secret projects (even involving the military) .
3. Dr. Partha expects his clients to have complete and undoubted confidence in him. If this level of unpolluted trust does not exist, it is pointless to enter into any professional relationship.
4. When you go to a Doctor, you do not ask him/her to sign an NDA. You do not ask your banker to sign an NDA. You do not ask your auditor to sign an NDA. You do not ask your lawyer to sign an NDA. They are all trusted to maintain confidentiality. It is high time people give the same trust and respect for Dr. Partha too.
5. Dr. Partha is strictly bound by professional ethics (just like the doctor, banker or auditor), to maintain absolute discretion and confidentiality. He has been operating as a free-lance Consultant for more than ten years and no one has had any complaints in this matter. Further, Dr. Partha follows the code of ethics prescribed by IEEE (USA) of which he is a Senior Member. IEEE's code of ethics can be consulted online from the IEEE website.
6. The fact that Dr. Partha will not sign any NDA is made adequately and explicitly clear in Partha's website (Algologic website) and usually in the very first proposal from Partha. xxx (replace with your company's name) is fully aware of this condition since the very beginning.
7. Dr. Partha believes that xxx's (replace xxx with your company name) activities for which they seek Partha's assistance, do NOT involve any military secrets or secrets of great strategic value. If xxx (replace xxx with your company name) is indeed involved in matters of great secrecy, it is up to xxx (replace xxx with your company name) to ensure that all such secret information is isolated from Partha.
8. Dr. Partha is not in any direct competition with xxx (replace xxx with your company name) .
9. Dr. Partha does not have any permanent affiliation with any of xxx's (replace xxx with your company name) competitors.
10. Dr. Partha knows that he cannot be in business if he loses the trust or faith of any of his clients. He will be inherently very careful when dealing with sensitive information. Even routine matters are treated with great care and discretion. Dr. Partha can give a word of honour, informally, to this effect.
11. Unlike a NDA, Dr. Partha's above moral engagement will be valid even after the expiry of his current assignment with xxx (replace xxx with your company name) .
12. NDA is usually a one-sided, obscure document, drafted by a legal expert. Dr. Partha does not have the knowhow to understand the language or implications of a legal document like

- this. Dr. Partha feels very uncomfortable, signing any document which he does not understand fully.
13. The effectiveness of a NDA is still questionable. It only makes routine operations very difficult and places severe constraints on everybody.
  14. Implementing a legal document like NDA strictly, in word and in spirit, would be cumbersome for everybody. Every document or information, even the spoken word, would have to be explicitly branded as "Classified" or "Not classified" . Dr. Partha will have to measure every act of his, against this classification, every time he speaks or interacts with anyone. This would be an unproductive waste of time and effort for everybody.
  15. Dr. Partha does not have the resources to enter into a legal tussle with his clients, should a client decide to make a frivolous litigation out of the NDA.
  16. Sometimes, due to social obligations, or due to professional reasons, or due to ethical reasons, it may be necessary to share certain information with third parties. This can be a violation of NDA.
  17. The NDA does not protect Dr. Partha from malicious acts (e.g. espionage, sabotage, arson, vandalism, theft) by unscrupulous agents. No matter what precautions one may take, one may always be a victim to such malicious acts.
  18. There are usually a hundred ways in which information can leak out from any organisation. It is very easy to blame an outsider for these breaches and condemn him or punish him. Dr. Partha does not wish to be made a scapegoat.
  19. It is very easy to plant secret material and frame an innocent person. xxx (replace xxx with your company name) is wholly responsible for safekeeping of all classified documents and information. Dr. Partha is NOT responsible for the security of your documents and information.
  20. Dr. Partha does not ask for any reciprocal NDA from xxx (replace xxx with your company name). Every thing which Dr. Partha does (related to this project), is made visible to xxx (REPLACE xxx WITH YOUR COMPANY NAME) without any restrictions.
  21. This project will involve extensive use of the Internet and e-mail. It is a well known fact that e-mail and Internet are major threats to secrecy and confidentiality. Avoiding usage of the Internet , just to ensure secrecy, would only be counterproductive.
  22. If xxx (replace with your company's name) is willing to make an exception for the usage of Internet and e-mail, and dilute its NDA, it would make the entire NDA meaningless.
  23. As a scientist of international repute, Dr. Partha is obliged to make (purely academic or research oriented) publications and presentations of his experiences. He often consults and discusses with his academic/research colleagues technical issues and problems encountered in his work. Such an NDA will only interfere with his intellectual freedom and social obligation. These publications usually contain only material of academic interest. Further, to ensure complete anonymity, unless absolutely essential and unavoidable, the name of xxx (replace with your company's name) will not be revealed in these publications.
  24. xxx (replace with your company's name) will benefit from the rich experience of Dr. Partha (with his other clients). Conversely, xxx (replace with your company's name) should not place any restrictions on this trend.
  25. In some cases, for specific problems, it may be necessary to consult or seek help from other specialists and colleagues. This consultation is done in the best interests of the client, but it may be interpreted as a violation of NDA.
  26. Dr. Partha believes that xxx's (replace xxx with your company name) business interests will not be adversely affected because of the absence of an NDA. On the other hand, it is

not in the interests of xxx (replace with your company's name) to scare away a scientist of international repute by such legally intimidatory documents like NDA.

Please send your comments, suggestions and experiences, to Dr. Partha at :

[drpartha@gmail.com](mailto:drpartha@gmail.com)

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