Draft Codebook - Nondisclosure / Confidentiality Agreements
Last Updated: 8.17.23

Definitions
NDA = nondisclosure/confidentiality agreement
CNC = covenant not-to-compete
NSA = nonsolicitation agreement
DTSA = Defend Trade Secrets Act

Colors:
Variable names in gray are imported from the CNC dataset.
Variable names in green are hand coded for all entries.
Variable names in red are hand coded contingent upon a previous variable.
Variable names in blue are generated in Stata from other variables.
Variable names in white are optional.

Format
Each variable to be coded is identified/explained in a table as shown below.

<table>
<tr><th colspan="2">variable_name</th></tr>
<tr><td colspan="2">Description: Short description of variable.</td></tr>
<tr><td colspan="2">Type: Type of variable. Options: Binary (0 or 1), Integer (whole number ≥ 0), Categorical (each number = particular answer), Date, Text string (text only), Other (explanation provided)</td></tr>
<tr><td>Format: Variable format.
= Number</td><td>Example: Sample answer (to illustrate format)</td></tr>
<tr><td>Number (categorical or binary only)</td><td>Answer (categorical or binary only)</td></tr>
<tr><td colspan="2">Notes: Specific instructions to coder and/or additional information for the reader for clarity.</td></tr>
</table>

OLD VARIABLES

caseno		
Description: Case identifier		
Type: Integer		
Format: ###	Example: 335	
Notes: Chronological order (1-686) from oldest to most recent. Imported from DTSA dataset.		

empno		
Description: Employee number		
Type: Integer		
Format: ##	Example: 2	
Notes: Coded in order of party name (usually defendant) for each employee covered by a post-employment restraint on competition. Imported from CNC dataset.		

plaintiff	
Description: Name of plaintiff	
Type: Text string	
Format: Full name, abbreviated per Bluebook	Example: Dayton Superior Corp.
Notes: If multiple, first named plaintiff in original complaint. For real persons (non-company), last name only. Imported from CNC dataset.	

defendant	
Description: Name of defendant	
Type: Text string	
Format: Full name, abbreviated per Bluebook	Example: Cole
Notes: If multiple, first named defendant in original complaint. For real persons (non-company), last name only. Imported from CNC dataset.	

court	
Description: The district court where the case was filed.	
Type: Text string	
Format: XXXX	Example: NYSD (for Southern District of New York)
Notes: Three- or four letter ECF/PACER abbreviation for the district court. See Appendix. Imported from CNC dataset.	

district	
Description: The district court where the case was filed.	
Type: Integer	
Format: ##	Example: OHSD (for Southern District of Ohio)
Notes: Two-digit encoding of Court. Imported from CNC dataset.	

docket	
Description: Docket number of case from ECF/PACER.	
Type: Three- or four letter ECF/PACER abbreviation for the district court. See Appendix.	
Format: #:##-CV-#####	Example: 3:16-CV-00425
Notes: Imported from CNC dataset.	

agreement_link
Description: Hyperlink to copy of agreement
Type: Text string (as hyperlink)
Example: https://drive.google.com/open?id=1pY4ybDBPICeK-jH4o6xEEKhdH0GTsj7J
Notes: Imported from CNC dataset

employee_name	
Description: Name of individual subject to NDA.	
Type: Text string	
Format: Last name, first name	Example: Cole, Jeffrey
Notes: Imported from CNC dataset.	

date_doc	
Description: Date of document containing NDA.	
Type: Date	
Format: MM/DD/YYYY	Example: 01/15/2014
Notes: If unavailable/blank, code as 99/99/9999. Imported from CNC dataset	

source	
Description: Source(s) and completeness of data related to NDA.	
Type: Categorical	
1	Complaint only; no other data source available
2	Partial agreement (i.e., some info is redacted or otherwise unavailable)
3	Complete agreement available
Notes: Imported from CNC dataset	

NEW VARIABLES

type	
Description: Type of agreement	
Type: Categorical	
1	Employer-employee or agency agreement
2	Independent contractor
3	Purchase/acquisition/asset/ownership/operating agreement
4	B2B (business to business)
5	Franchise/dealer agreement
6	Other
Notes:	

tradesecret	
Description: Whether NDA covers **trade secrets**	
Type: Binary	
0	No
1	Yes
Notes: 1 if agreement says that “trade secrets” cannot be disclosed.	

confidential	
Description: Whether NDA covers **confidential information**	
Type: Binary	
0	No
1	Yes
Notes: 1 if agreement says that “confidential information” cannot be disclosed.	

proprietary	
Description: Whether NDA covers **proprietary information**	
Type: Binary	
0	No
1	Yes
Notes: 1 if agreement says that “proprietary information” cannot be disclosed. **NEW** Do not count “sensitive information.”	

private	
Description: Whether NDA covers **private information**	
Type: Binary	
0	No
1	Yes
Notes: 1 if agreement says that “private information” (or similar) cannot be disclosed	

internal	
Description: Whether NDA covers **internal information**	
Type: Binary	
0	No
1	Yes
Notes: 1 if agreement says that “internal information” cannot be disclosed	

****If TS, Confid, Prop, Priv * Internal all = 0, then stop coding****

receive	
Description: Does NDA prohibit disclosure of **all information** furnished by the employer to the employee.	
Type: Binary	
0	No
1	Yes
Notes: This is for a blanket assertion prohibiting disclosure of all information received from the employer, regardless of its secrecy or confidentiality.	

identify	
Description: Does NDA identify particular categories or types of information that are protected from disclosure.	
Type: Binary	
0	No
1	Yes
Notes: Look in agreement itself and any appendix/appendices. This often appears as a “laundry list” of information that is TS/CI/proprietary.	

marked	
Description: Does agreement state that any information which is marked as, or otherwise indicated to be, a trade secret, confidential, and/or proprietary, is prohibited from disclosure?	
Type: Binary	
0	No
1	Yes
Notes: Include notice to employee	

develop	
Description: Does agreement include language providing that information created or developed by the employee during employment is the employer's property and/or cannot be disclosed or used without the employer's permission?	
Type: Binary	
0	No
1	Yes
Notes:	

carevoutall	
Description: Does NDA expressly *exclude* any categories or types of information as not protected?	
Type: Categorial	
0	No
1	Yes, publicly/generally/widely known at time of agreement
2	Yes, if it later becomes generally/publicly known through no fault of employee
3	Yes, general skills, knowledge, and experience
4	Yes, known or received before employment / another source (third party)
5	Yes, reverse engineering
6	Yes, independent development
7	Yes, readily ascertainable
8	Yes, will disclose when required by law ***NEW***
9	Yes, other ***NEW***
Notes: List all that apply, separated by commas with no spaces	

carevout1	
Description: Does NDA expressly exclude information that was publicly/generally/widely known at time of agreement	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carveoutall = 1.	

carevout2	
Description: Does NDA expressly exclude information that becomes generally/publicly known through no fault of the employee.	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carveoutall = 2.	

carevout3	
Description: Does NDA expressly exclude an employee's general skills, knowledge, and/or experience.	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carveoutall = 3.	

carevout4	
Description: Does NDA expressly exclude non-confidential information known or received before employment from another source (third party).	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carveoutall = 4.	

carevout5	
Description: Does NDA expressly exclude information learned through reverse engineering.	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carveoutall = 5.	

carevout6	
Description: Does NDA expressly exclude information learned through independent development.	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carveoutall = 6.	

carevout7	
Description: Does NDA expressly exclude information that is readily ascertainable (i.e., from viewing or examining an object on sale or on public display).	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carveoutall = 7.	

carevout8	
Description: Does NDA expressly exclude information that must be disclose when required by law (i.e., in response to a subpoena or court order).	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carveoutall = 8.	

carevout9	
Description: Does NDA expressly exclude information that does not fall into categories 1-8 listed above.	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carveoutall = 9.	

noncarveouts	
Description: Does NDA contain no carevouts	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carevoutall = 0 (i.e., carveout1 through carevout9 are all 0)	

noncarveoutexceptdisclosurebylaw	
Description: Does NDA contain no carveouts, except for permitting the disclosure of information when required by law.	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carevoutall = *either* 0 or 8 only (i.e., carevout1 through carveout 7 and carveout9 are all 0).	

noncarveoutecept12	
Description: Does NDA contain any carveouts *other than* for information that is publicly or generally available, either at the time of the agreement or afterward through no fault of the employee?	
Type: Binary	
0	No
1	Yes
Notes: Created from information hand coded in carveoutall. Code as 1 if carveoutall > 2 = 1 (i.e., any of carevout3 through carveout9 = 1)	

nodisclose	
Description: Does the employment agreement expressly prohibit **disclosure** of TS/confidential/proprietary information to any third party?	
Type: Binary	
0	No
1	Yes
Notes: Needs to specify “disclosure” or similar language (disseminate, publish, etc.)	

nouse	
Description: Does the employment agreement prohibit **use** of TS/confidential/proprietary information?	
Type: Binary	
0	No
1	Yes
Notes: Needs to specify “use” or “misuse” as being prohibited	

returnordestroy	
Description: Does the employment agreement require the employee to return, destroy and/or delete trade secret / confidential / proprietary information upon termination of employment?	
Type: Binary	
0	No
1	Yes
Notes:	

whistleblower	
Description: Does the NDA expressly allow disclosure of information pursuant to some other provision of law, such as a whistleblower?	
Type: Binary	
0	No
1	Yes
Notes:	

duration	
Description: Does the employment agreement contain a time limit for nondisclosure or nonuse of TS/confidential/proprietary information?	
Type: Binary	
0	No
1	Yes
Notes: If the agreement says information can never be disclosed, or is silent on the time limit, code as 0. Remember, this is a time limit for just the NDA, *not* a CNC or NSA.	

duration_months	
Description: If the agreement contains a time limit for nondisclosure or nonuse TS/confidential/proprietary information, how long is it, in months?	
Type: Integer	
Format: ##	Example: 12 (for 1 year)
Notes: Only code if Duration = 1	

geo	
Description: Does the employment agreement contain a geographic limit for nondisclosure or nonuse?	
Type: Binary	
0	No
1	Yes
Notes: If the agreement is silent on the time limit, code as 0. Remember, this is a geographic limit for just the NDA, *not* a CNC or NSA.	

geo_distance	
Description: What is the geographic scope of the NDA?	
Type: Categorical	
1	Local / less than one state
2	One state
3	More than one state, but less than entire US
4	Entire U.S.
5	U.S. and at least one other country, but less than worldwide
6	Worldwide
7	Anywhere employer operates / does business
8	Other
Notes: Only code if Geographic = 1	

reasonableefforts	
Description: Does the agreement require the employee to take reasonable measures or efforts to keep the information secret?	
Type: Binary	
0	No
1	Yes
Notes:	

confid_agreement	
Description: Does the employment agreement provide that the agreement *itself* is confidential or otherwise prohibited from disclosure?	
Type: Binary	
0	No
1	Yes
Notes: *Selection effect likely*	

arbitrate	
Description: Does the agreement provide for / require arbitration?	
Type: Binary	
0	No
Notes:	

NEW VARIABLES - REMEDIES

injunction	
Description: Does the agreement provide that an injunction can be entered to enforce its terms?	
Type: Binary	
0	No
1	Yes
Notes: **Collapsed consent into this one**	

irrepharm	
Description: Does the agreement provide that disclosure and/or use of TS/confidential/proprietary info constitutes irreparable harm?	
Type: Binary	
0	No
1	Yes
Notes: Employer “lacks adequate remedy at law” = 1	

liquid	
Description: Does the agreement provide for **liquidated damages** for disclosure and/or use of TS/confidential/proprietary info?	
Type: Binary	
0	No
1	Yes
Notes: This *excludes* forfeiture of salary, bonuses, stock options, etc. - separate variable below (profits) captures this	

liquid_amount	
Description: What amount of liquidated damages are provided for in the agreement?	
Type: Text string	
Include dollar value if identified	$10,000
If not, state how calculated in notes	3 months pay; 50% of gross profit
Notes: Only code if Liquidated_Damages = 1	

profits	
Description: Does the agreement provide for forfeiture or disgorgement of profits based on disclosure and/or use of TS/confidential/proprietary info?	
Type: Binary	
0	No
1	Yes
Notes:	

punitive	
Description: Does the agreement provide that the employer can recover punitive or exemplary damages?	
Type: Binary	
0	No
1	Yes
Notes:	

attyfees	
Description: Does the agreement provide that the employer may recover attorney's fees if it is breached by the employee?	
Type: Binary	
0	No
1	Yes
Notes: This includes any fee shifting provision authorized in the agreement, including toa prevailing party in arbitration and/or litigation.	

Costs	
Description: Does the agreement provide that the employer can recover its costs if it is breached by the employee?	
Type: Binary	
0	No
1	Yes
Notes: Excludes attorney's fees, but includes court costs and other litigation or arbitration costs like expert witness fees	

NEW VARIABLES - OTHER

coder1		
Description: Initial coder name		
Type: Text string		
Format: Last name, first initial	Example: Seaman C	
Notes: Student RAs, except Chris did every 20th entry for test coding		

coder2		
Description: Review coder name - co-author only		
Type: Text string		
Format: Last name, first initial	Example: Seaman C	
Notes: Either Hrdy C or Seaman C		

notes
Description: Any interesting or important information that doesn't fit into one of the other variables that the student coder wants to call to the professors' attention.
Type: Text string
Notes: Particularly helpful if (1) unusual situation in contract, (2) language that might be quoted in article