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Purdue Global Nondisclosure Agreement Runs Roughshod Over Faculty Rights

Washington, DC— Last March Indiana’s Purdue University purchased the for-profit online institution Kaplan University despite the strenuous objections of Purdue faculty and other citizens who opposed merging a public land-grant university with the troubled Kaplan. Once the agreement was finalized, Kaplan University was rebranded as Purdue University Global. While the two remained separate legal entities, Purdue Global was exempted from the same kind of public record laws that typically cover a public university. Today the American Association of University Professors (AAUP) has released a copy of a [four-page non-disclosure agreement](#) that appears to be a condition of employment for Purdue Global employees, including instructional faculty. On its website Purdue Global touts itself as "a public, non-profit university."

Greg Scholtz, director of the AAUP’s Department of Academic Freedom, Tenure, and Governance calls Purdue Global’s NDA "breathtakingly inappropriate in higher education," adding, "I’ve never seen anything like it."

Purdue Global’s NDA states that any work product, including all course materials "or other intellectual property that arises in any part in the course of ... employment at Purdue Global, is commissioned and owned by Purdue Global as a work-for-hire and may not be used, duplicated or distributed outside of Purdue Global."

“Asserting ownership over the faculty’s teaching-related materials undermines standard academic practice, violating faculty rights to their own intellectual property as well as their academic freedom,” Scholtz says. “This type of agreement would be unprecedented for a public, non-profit university.”

David Nalbone, professor of psychology at Purdue University Northwest and vice-president of the Indiana conference of the American Association of University Professors notes that, “in just one semester Purdue Global has abandoned transparency, shared governance, and academic freedom, which are foundational tenets of American higher education.”

Nalbone is concerned that “Purdue Global does not consult its own faculty about curriculum and academic standards; tenure and tenure-track appointments are nonexistent; and board of trustees meetings are closed to the public.”

In addition to Purdue Global administering what amounts to an intellectual property land grab, Scholtz notes that the agreement also contains a sweeping gag clause that prohibits faculty

members from disclosing “to anyone who is not specifically authorized to receive it,” even other Purdue Global employees, virtually any information received during the course of their employment. The NDA’s long list of “trade secret information” includes course materials, methods of instruction, research reports, employees, finances, costs, expenses, and policies and practices.

Under principles of shared governance widely accepted in higher education, several of these topics are areas of primary responsibility for the faculty, and all of them are subjects that the faculty should be able to discuss widely when participating in academic decision making. As a result, the faculty’s right to do so is protected under principles of academic freedom.

Bill V. Mullen, professor of American studies at Purdue echoes these concerns.

"Nondisclosure agreements are simply attempts to intimidate faculty from exercising their academic freedom, workplace autonomy, and freedom of speech," Mullen says. "They are also attempts to shift all legal rights away from the employee to the employer."

According to Henry Reichman, chair of the AAUP’s Committee on Academic Freedom and Tenure, the NDA will have a deeply chilling effect on all Purdue Global faculty.

“With respect to both research products and teaching materials, academic freedom requires that faculty be free to produce work reflecting their own views and theories—not those of the institution’s management. If all work belonged to the institution, as this policy would have it, then its content would also have to be controlled or at least accepted by its administration,” says Reichman. “Academic freedom,” Reichman continues, “also means that faculty have the liberty to speak out about academic policies, curriculum, and budgetary matters.”

The 1940 [*Statement of Principles on Academic Freedom and Tenure*](#), which has been endorsed by more than 250 scholarly and educational groups, states that "teachers are entitled to full freedom in research and in the publication of the results" and that "teachers are entitled to freedom in the classroom in discussing their subject." As the AAUP’s 1999 [*Statement on Copyright*](#) notes, “it has been the prevailing academic practice to treat the faculty member as the copyright owner of works that are created independently and at the faculty member’s own initiative for traditional academic purposes.”

Last February leaders, faculty, and students from across Indiana and the Midwest, led by the Indiana state conference of the AAUP, created a coalition campaign—[#KeepPurduePublic](#)—urging the Higher Learning Commission (HLC), Purdue’s regional accrediting body, to vote no on accrediting the Kaplan-run Purdue Global. Despite the widespread opposition, HLC accredited Purdue Global.