



RATIONALE FOR SUPPLEMENTAL CONFIDENTIALITY ACKNOWLEDGEMENT (SCA)

This rationale explains the intended operation of the SCA. It is not part of the acknowledgment and is not legal advice.

1.0 Why the SCA Exists

A baseline MNDA cannot predict every confidentiality, security, regulatory, or data-handling obligation imposed by every customer. The SCA provides a controlled, assignment-specific mechanism for extending applicable obligations to a Team Member before access is granted.

2.0 Scope Rather Than Blanket Incorporation

The SCA identifies the source, purpose, information, systems, duration, and operational requirements. This is more workable than broadly incorporating an entire customer contract, which may contain irrelevant, undisclosed, commercially sensitive, or inappropriate risk-allocation terms.

Because requirements differ by customer and assignment, a Team Member may have zero, one, or multiple SCAs. Each remains independently scoped and applies only where that Team Member requires the corresponding access.

3.0 Identical-Term Requirements

Some customers require each person to sign the same terms rather than merely accept obligations that are no less protective. The SCA flags that distinction and supports attaching or referencing a customer form when direct or identical acceptance is actually required.

4.0 Digital Operations

The default copy rule recognizes authorized email, collaboration, synchronization, logging, backup, archival, and versioning behavior. A stricter rule may override the default only when it is expressly identified and operationally addressed.

5.0 Fair Acceptance and Evidence

The Team Member receives enough information to understand the obligation, may decline before accepting the assignment or access, and is not treated as authorized until acceptance is recorded. This produces credible compliance evidence without manufacturing implied consent.

6.0 Controlled Precedence

The SCA overrides baseline confidentiality and access terms only for expressly identified stricter requirements within scope. It cannot silently modify compensation, authority, intellectual-property ownership, indemnity, liability, or dispute terms.