The opportunity to work with organizations and institutions as part of student coursework can greatly enhance student learning. The Faculty acknowledges that organizations which provide these opportunities for our students are sharing valuable knowledge, expertise, and time with our students and may also wish to disclose confidential information as part of the exchange.

This document outlines the basic principles and procedures regarding non-disclosure agreements so that these kinds of opportunities can be made available to our students while protecting the ability of the students to fully participate in their academic program and courses, and while also ensuring protection sought by external organizations when sharing their information.¹

Basic principles:

- In the cases of course work as part of academic credit, students must not be encumbered regarding that work (especially as a condition for engaging in that course assignment).
- Each student should be given a choice whether to work with an organization or not and must not be required to do so as part of their academic work. Instructors must ensure an alternative opportunity is available to students who do not wish to engage with an organization as part of their coursework.
- Nondisclosure agreements should be signed by someone able to sign on behalf of the organization and by the Associate Dean Academic of the Faculty of Information. The instructor (and where appropriate, the teaching assistant(s)) as well as the students should sign their agreement to be bound by and observe the terms and conditions of the agreement as if they were a party to it but should not be a party to the agreement.
- All products and results produced as part of the coursework belong to the student; however, if, after the work product of the student(s) is complete and the student(s) has/have received academic credit for the work as part of the course, the organization wishes to make use of the work product, then the organization can work that out directly with the student(s).

Procedures:

- Instructors should share these basic principles with outside organizations and consult with the Associate Dean, Academic as needed during discussions with outside organizations about engaging in coursework.
- The attached template agreement can be used when a non-disclosure agreement is requested by an outside organization before sharing information with students in course.
- If the outside organization requests changes to the agreement, those should be negotiated with the Associate Dean, Academic who will work with the Provosts Office and the IPO Office as needed.

These basic principles and non-disclosure agreement template were developed in consultation with Academic Affairs, University of Toronto and the Innovations & Partnerships Office at the University of Toronto.

¹ Note that student research engagements (doctoral and otherwise) and other non-coursework engagements with external organizations are managed through the Innovations & Partnerships Office and are not covered by these guidelines; arrangements for co-op and internships are also handled separately and are not covered by these guidelines.
This Agreement is made effective as of the [ ] day of [ ], <YEAR> ("Effective Date") and is entered into by and between <COMPANY NAME> ("Company"), THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO ("UT") and Professor <INSTRUCTOR NAME> ("Supervisor").

WHEREAS the <COURSE NAME> at UT ("iSchoolCourse") is an academic initiative that provides UT students ("Students") with the opportunity to apply their <scientific and engineering knowledge to real-life business challenges and provide innovative solutions.>

WHEREAS Company wishes to disclose proprietary confidential information to UT, the Supervisor and the Students to facilitate an academic project described in Appendix A ("Project").

WHEREAS Company acknowledges that the requirements of the iSchoolCourse in which the Students are enrolled may include dissemination of results, publication in an academic capacity, inclusion in a portfolio, a poster presentation(s) concerning the Project to an audience ("Results").

The Company, UT and the Supervisor hereby agree as follows:

1. ‘Confidential Information’ means information disclosed by Company after the Effective Date to UT, the Supervisor or to the Students relating to Company’s business, including, without limitation, product designs, product plans, data, software and technology, financial information, forecasts, source code, models, marketing plans, business opportunities, proposed terms, pricing information, discounts, inventions, concepts, reports and know-how marked or identified as confidential by Company at the time of disclosure. The Company shall not disclose trade secrets. Information disclosed orally must be identified orally as confidential at the time of disclosure, and summarized in writing within 30 days of disclosure.

2. Confidential Information does not include information that: (i) is already known to the UT, the Supervisor and/or Student prior to disclosure by Company, or (ii) is or becomes publicly known through no wrongful act of the UT, the Supervisor and/or Student, or (iii) is or becomes publicly known through no wrongful act of the UT, the Supervisor and/or Student from a third party without similar restrictions and without breach of this Agreement, or (iv) is required by law or regulation to be disclosed.

3. UT and the Supervisor agree that they shall and ensure that the Students shall:
   (a) use the Confidential Information solely in connection with the Project and for no other purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of Company;
   (b) hold the Confidential Information in strict confidence and take reasonable precautions to protect such Confidential Information (such precautions to include, at a minimum, all precautions UT and the Supervisor employ with respect to their own Confidential Information);
   (c) not distribute, disclose, or disseminate such Confidential Information in any way to anyone except to those working in connection with the Project with a legitimate need to know such Confidential Information; provided, however, that such persons have been advised of the obligations to protect the Confidential Information, and provided, further, that notwithstanding the foregoing, the University and the Supervisor shall be liable for any misuse or disclosure of such Confidential Information by such employees or consultants;
   (d) promptly notify Company of any unauthorized use, disclosure or appropriation of the Confidential Information of which it becomes aware;
   (e) reasonably cooperate with Company to regain possession of the Confidential Information and prevent its further unauthorized use, disclosure or appropriation; and
   (f) not reverse engineer the Confidential Information.

4. Company will have the opportunity to review the Results and work with the Supervisor and/or Student to prevent the inclusion of Confidential Information.

5. All Confidential Information delivered by Company to Supervisor and/or Student will be and remain property of Company. All Confidential Information, and any copies thereof, will be promptly returned to Company or destroyed by Supervisor and/or Student upon Company’s request.

6. Company shall retain all right, title and interest in and to its Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any intellectual property or other rights by license or otherwise in any Confidential Information disclosed by the parties except the limited right to use the Confidential Information as set forth herein.

7. Student and Supervisor acknowledge and agree that Company independently develops work which may be similar or identical to the work of any Student(s) resulting from the Project, and that (a) Student shall not be entitled to compensation as a result of Company’s use of any such pre-existing similar or identical work or portion thereof that has been developed by Company prior to disclosure of the Results; and (b) Company is not obligated to license any rights Student may claim in respect of such pre-existing similar or identical work or any portion thereof that has been developed by Company prior to disclosure of the Results.

8. This Agreement is effective from the Effective Date and shall terminate at the end of the iSchoolCourse on _____________, 201[*].

For a period of two (2) years from the date of disclosure, UT and the Supervisor agree to maintain in confidence all Confidential
Information. This Agreement may be terminated by either party by giving thirty (30) days prior written notice to the other party. Upon termination or expiration, all Confidential Information shall be returned or destroyed promptly.

9. This Agreement may not be modified except by written instrument signed on behalf of each party. This Agreement embodies the entire agreement and understanding of the parties and terminates and supercedes all prior independent agreements and undertakings between the parties. The provisions of this Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

<COMPANY NAME>

By: __________________________
Title: _________________________
I have authority to bind the corporation

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

By: ___<ADA NAME>______________
Title: ___Associate Dean, Academic, Faculty of Information
I have authority to bind the University

SUPERVISOR

______________________________
Name: <INSTRUCTOR NAME>

STUDENT ACKNOWLEDGEMENT

I have read this Agreement and hereby agree to be bound by and observe the terms and conditions of this Agreement as if I were a party to the Agreement.

Student Name (please print): ________________________________
Student Signature: ____________________________ Date: _____________