



Do **not** use the attached template if students are receiving third party proprietary confidential information:

- ☒ ...as part of a student placement, internship, co-curricular or other off-site activity. Contact the Office of the Vice-Provost, Students for applicable templates and additional information related to these activities; or
- ☒ ...to conduct research under the supervision of a principal investigator. Contact the Innovations & Partnerships Office for applicable templates and additional information related to supervised research.

Instructions:

- ☐ Determine that receiving confidential information from a third party for classroom use would be highly beneficial to the students enrolled in the academic course you are teaching.
- ☐ Obtain **approval from your academic unit/division head**, for you and your students to receive confidential information from a third party for use in your course.
- ☐ Provide this document only once the third party **has requested** that a non-disclosure agreement (NDA) be signed by you, the University, and/or your students.
- ☐ Consult your academic division's guidelines with respect to the execution of contracts to ensure that the academic unit/division head with signing authority is identified; course instructors are not typically authorized to execute an NDA.
- ☐ Customize and complete all areas noted with an "INSERT..." by appropriate University of Toronto faculty or staff.
- ☐ Notify the authorized signatory if changes have been made to the NDA by the third party **prior to execution** because proposed amendments require legal review.
- ☐ Prior to signing, ensure that each student reads the instructional summary on the following page before signing the acknowledgement found on the last page.
- ☐ Once the NDA is fully signed, ensure that all potential recipients of the confidential information (you, your students, your teaching assistants, if applicable) are each provided with a copy of the fully signed NDA.
- ☐ The above **instructions are completed before** all potential recipients of third party proprietary confidential information receive said confidential information.
- ☐ Maintain a copy of each signed acknowledgement within the academic unit offering the course.



Dear Student,

You have indicated that you wish to participate in the project described in **Appendix A** that involves use of third party confidential information. This information is unique because it is:

- a) marked as 'confidential;'
- b) owned by a third party and is not otherwise available;
- c) being entrusted to you for a specific period of time, during which you may not share any part of it.

The owner of the confidential information wants to ensure that this information remains confidential and is only used by you for the project described in **Appendix A**. To protect the information, the third party has asked that a non-disclosure agreement (NDA) be signed.

To ensure that you are not exposed to personal liability, the University of Toronto will enter into an agreement with the third party in order to receive the confidential information. Before you receive the confidential information, the University asks that you acknowledge and commit to the terms, conditions, and obligations of the attached agreement made between the University and the third party.

The agreement can be found on the following pages. Ensure you read the agreement in its entirety and that you understand your responsibilities. Once you sign the acknowledgement, you will only be able to use the confidential information for the project described in **Appendix A** and for no other purpose. Your signature also confirms that you will not share the confidential information:

- a) on any digital platform accessible by students outside of the course;
- b) by written, verbal, or any other form of communication;
- c) for any purpose or course other than the course identified on the following page;
- d) with anyone, including other students, outside of the course.

If you have any questions, please direct them to your course instructor before signing the acknowledgement found on the last page.



This Agreement is made effective as of the _____ (“**Effective Date**”) and is entered into by and between _____ (“**Discloser**”) and **THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO (“UT”)**.

WHEREAS the _____ offered at UT (“**Course**”) provides UT students (“**Students**”) with the opportunity to apply their knowledge to real-life business challenges and provide innovative solutions within an academic environment.

AND WHEREAS Discloser wishes to disclose confidential information to UT, Students and the Course supervisor and teaching assistants, if applicable (“**Supervisor**”) to facilitate an academic project described in Appendix A (“**Project**”).

UT and Discloser agree as follows:

1. “**Confidential Information**” means information disclosed by Discloser after the Effective Date to UT, the Supervisor or to the Students that is marked or identified as confidential by Discloser at the time of disclosure. **The Discloser shall not disclose trade secrets to UT, the Supervisor or Students.** Information disclosed orally must be identified orally as confidential at the time of disclosure, and summarized in writing within 15 days of disclosure.
2. Confidential Information does not include information that: (i) is already known to UT, the Supervisor and/or Student prior to disclosure by Discloser, or (ii) is or becomes publicly known through no wrongful act of the UT, the Supervisor and/or Student, or (iii) is received by 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. If specified in Appendix A by UT, Discloser will notify UT of its intent to disclose certain Confidential Information and UT shall have the right to decline receipt of said Confidential Information.
4. UT shall: (i) not disclose or use the Confidential Information except to facilitate the Project; and (ii) maintain Confidential Information in strict confidence taking reasonable precautions to protect such Confidential Information. Students are permitted to make periodic class presentations to other students and external reviewers for purposes of receiving progress feedback, so long as no identifiable Confidential Information is contained in said presentation.
5. UT shall ensure that the Supervisor and each Student acknowledge and agree to comply with the obligations set out herein as though the Supervisor and each Student were a party to this Agreement.
6. UT shall promptly notify Discloser of any unauthorized use, disclosure or appropriation of the Confidential Information of which it becomes aware and reasonably cooperate with Discloser to regain possession of the Confidential Information and prevent its further unauthorized use, disclosure or appropriation.
7. All Confidential Information delivered by Discloser to Supervisor and/or Student will be and remain property of Discloser. All Confidential Information, and any copies thereof, will be



promptly returned to Discloser or destroyed by Supervisor and/or Student upon Discloser's request.

- 8. Discloser 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.
- 9. All disclosures of Confidential Information shall be completed within one (1) year from the Effective Date. For a period of two years from the date of disclosure, UT agrees 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.
- 10. 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 supersedes all prior independent agreements 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.

This Agreement is made effective on the Effective Date.

**THE GOVERNING COUNCIL OF THE
UNIVERSITY OF TORONTO**

By: _____

By: _____

Title: _____

Title: _____

I have authority to bind the corporation



APPENDIX A

DESCRIPTION OF PROJECT

- [check if applicable]* Discloser agrees to notify UT in advance of disclosing certain Confidential Information.



ACKNOWLEDGEMENT

I, having read this Agreement with _____ understand my obligations hereunder. I agree to abide by the terms and conditions of the Agreement as if I were a party.

Student name (printed): _____

Student signature (required): _____ Date: _____