

# IP CONSIDERATIONS FOR THIRD PARTY CURRICULAR ACTIVITIES – SCENARIOS and FAQs

## 1. THIRD PARTY CONFIDENTIAL INFORMATION

**SCENARIO: A course-based project has an NDA, such that information provided by a company to the students cannot be disclosed to anyone who is not included in the NDA, except to complete the class project.**

**Q:** A student on the project team needs a resource from a lab tech in order to move the project along. However, they are bound by the NDA and can't describe what they need without giving away confidential information. **How do they talk to people outside of class without violating the NDA?**

**A:** They can't. This is why NDAs should be entered into carefully for any classroom project. If you are a student, be sure to design your project with NDAs in mind before you begin.

**Q: What are the limits on NDAs if the student's work is part of a thesis project and they need to publish?**

**A:** Thesis/course work should not include confidential information disclosed by a third party covered by an NDA without the prior consent of the discloser. However, results, techniques, know-how and data generated from using the confidential information can be included, just not the confidential information that was disclosed.

**Q: How do they make a presentation of their results containing confidential information?**

**A:** If all students in the class are bound by the same NDA, they could make a presentation to those other students. If not, presenter would need to redact the confidential information from the presentation or work with instructor to get consent from the discloser to include in presentation.

**Q: How do they write a report on their work, especially if it will be published?**

**A:** They would need to redact the confidential information or get consent from the third party to include certain data.

## 2. ORGANIZED-PARTNERED PROJECTS

**SCENARIO: A third-party engaged students in a course to support an organization-partnered project, some IP was developed by students engaged in the course.**

**Q: Are both the project partner and students granted non-exclusive rights to the new IP so that both of them can use the IP in the future?**

**A:** Not unless there was an agreement that set out these rights in advance. Organization-partnered project partners may request these non-exclusive rights so that they are able to use student's IP.

### 3. ACADEMIC INTERNSHIPS

**SCENARIO: A student is participating in an academic internship at an architecture firm, a project the student is contributing to is being led by a professional architect and a faculty member.**

**Q: How long are students expected to maintain confidentiality after the project is over?**

**A:** The University's Unpaid Student Placement Agreement template only requires the students to keep information disclosed and marked as confidential for two years after the date it was disclosed. This is because students graduate, and tracking compliance beyond two years is difficult for the University. We do not expect third parties to disclose highly valuable information to students for this reason.

**Q: Are students able to talk about their work in their portfolio and/or on their resume?**

**A:** Yes, students can share high-level information about their work. The Unpaid Student Placement Agreement template only limits the sharing of specifically confidential third-party information.

### 4. PROFESSIONAL WORK TERM:

**SCENARIO: A student on a professional work term at a software company develops a new method of processing using the company's code.**

**Q: Can the third-party use the student's work after their placement is over? If so, would the student get money from the third-party?**

**A:** Generally, the third-party would be allowed to use the student's work after the professional work term is over, unless an agreement sets out something different, like a retained right of the student to use their own IP for research and academic purposes. The student would not typically receive compensation for the use of the new process they created.

**Q: If the student working at the software company as part of a professional work term is asked by someone from the third-party to sign an NDA, do they have to sign it?**

**A:** For a professional work term, yes. In these instances, students are asked to sign NDAs because they are treated like employees.

### ADDITIONAL OWNERSHIP QUESTIONS

Given the following scenario, please select which party (University, Student, or Third Party) probably owns the student created IP:

1. A student, taking direction from a PI, helps to create a new cancer therapy in a UofT lab using materials provided by a third party under a sponsored research agreement. The sponsor was granted certain rights to the IP developed under the agreement. **ANSWER: UNIVERSITY**

2. A student is participating in a professional work term offsite at an architecture firm, a project the student is contributing to is being led by a professional architect and a faculty member. **ANSWER: THIRD PARTY**
3. A student is on a professional work term and on his lunch hour, takes the placement-issued laptop to a U of T library, has a coffee and develops an application. **ANSWER: THIRD PARTY**
4. A student develops IP in solving a project as part of a for-credit course in an organization partnered project. **ANSWER: STUDENT**
5. A student creates a new smartphone app in their dorm room. **ANSWER: STUDENT**
6. A student is paid by U of T to perform some lab services for a PI. **ANSWER: UNIVERSITY**
7. A student is hired by U of T to research and write an article on human rights law. **ANSWER: UNIVERSITY**
8. A student on a professional work term at a software company develops a new method of processing using the company's code. **ANSWER: THIRD PARTY**
9. A student wrote a journal article for a class assignment **ANSWER: STUDENT**