

# UPEI: Student Research Participation Agreement

## Type “A” – Contract Supported

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This is a mandatory agreement to be used with undergraduate or graduate students as well as post-doctoral fellows who are participating in a faculty member’s contract research funded project, or with students who have received an Industrial Scholarship. Examples of contract research funded initiatives include Atlantic Innovation Fund, Innovation PEI Prosperity Fund, Industrial Scholarships, or research sponsored by associations or federal/provincial government departments.

### 1.0 Purpose of Agreement:

To ensure students are provided the appropriate level of disclosure and guidance required to fully understand and acknowledge their rights and responsibilities for their participation in research projects which fall under a Sponsor Agreement, and for UPEI to confirm receipt of this acknowledgment.

#### Note:

1. This agreement should be signed before the student participates in the research project.
2. Multiple agreements may be completed for a student if there is more than one funding source, project, or if multiple faculty members are involved. More than one faculty member may sign this Agreement.
3. Nothing in this Agreement is intended to conflict with any UPEI collective agreements, policies or procedures.
4. This Agreement can also be used for post-doctoral fellows.
5. There are alternate Student Research Participation Agreements that should be used if the student will be participating in research that is or will be managed under a faculty Supervisor’s research grant(s) or if the student is completing a self-directed research project as part of academic requirements.
  - a. Type “B” – Grant Supported
  - b. Type “C” – Other Projects

### 2.0 Statement of Intent

The University of Prince Edward Island (“UPEI”) has entered into a contract “Sponsor Agreement” with

Name of Sponsor: \_\_\_\_\_

Term of Agreement: Start date: \_\_\_\_\_ 20 \_\_\_\_ End date: \_\_\_\_\_ 20 \_\_\_\_

Type of Sponsor Agreement: \_\_\_\_\_ (the “Sponsor Agreement”)

Name of Research Project: \_\_\_\_\_  
(the “Project”)

Principal Investigator: Dr. \_\_\_\_\_

Faculty Supervisor (if different from Principal Investigator): Dr. \_\_\_\_\_

I, [name of student] \_\_\_\_\_, the “Student” wish to participate in this Project.

In Consideration for the opportunity to work on the Project, I hereby agree to the following terms and conditions:

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### **3.0 Definitions:**

“Confidential Information” means information I develop or gain access to during the course of my participation in the Project, including, without limitation, methods of doing business, research and development, experimental data and results, algorithms, trade secrets, computer programs, technical information, processes, developments, inventions, marketing plans and procedures, and strategies and forecasts. Confidential information also includes any information provided to me by my Faculty Supervisor and/or Sponsor in relation to the Project. Confidential Information will not include information which:

- (i) was already known to me at the date of disclosure, without an obligation of confidentiality;
- (ii) is or becomes generally available in the public domain or literature through no fault of mine;
- (iii) is or becomes available on a non-confidential basis from an independent third party, provided that to my knowledge such information was given without restriction on disclosure;
- (iv) is independently developed or derived from public information;
- (v) is required to be disclosed by law, to the extent so required.

“Develop”, “Developed”, “Developing”, “Development” means to conceive, invent, reduce to practice, create, produce, reproduce or develop and doing any activity that results in anything, work or information of any sort, that is capable of being protected by one or more Intellectual Property Rights.

“Innovation” means any and all intellectual property, technology, innovation, or specialized know-how of any sort capable of being protected by one or more Intellectual Property Rights, but excludes publications referenced in section 8.0.

“Intellectual Property Right(s)” means any right existing under patent law, copyright law, industrial design law, integrated circuit topography law, trademark law, plant breeder’s rights and any other similar law.

### **4.0 Supervision**

4.1 I recognize the importance of regular discussions with my Faculty Supervisor regarding all aspects of my research.

### **5.0 Integrity in Research:**

5.1 I have read and understand UPEI’s Responsible Conduct of Research, Scholarly and Creative Work policy and the Procedures for Addressing Allegations of Research Misconduct.

5.2 If I have questions or concerns regarding research integrity or ethical standards, I am encouraged to seek clarification and/or discuss with my Faculty Supervisor. In accordance with UPEI’s Responsible Conduct of Research, Scholarly and Creative Work policy, graduate students may direct formal complaints and allegations to a Senior Administrator or University Official.

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### **6.0 Confidential Information:**

6.1 I recognize and acknowledge that in the course of my participation in this Project, I may Develop or gain access to certain Confidential Information. I agree to keep the Confidential Information confidential and not disclose it to any person without pre-approval from my Faculty Supervisor. I will not use any Confidential Information at any time for purposes other than performing my research duties for the Project.

6.2 Upon the conclusion of my research duties for this Project:

- a) I shall discuss with my Faculty Supervisor the appropriate storage/disposition of all data, documents, papers, files, and similar material relating to the Project.
- b) If requested by my Faculty Supervisor, I will attend an exit interview to clarify what is considered Confidential Information relating to the Project. Following completion of my duties, I am entitled to use and disclose all general experiences, learning and training gained on the Project. However if I am unclear whether any of my experience, learning, or training constitutes Confidential Information, I will seek clarification from my Faculty Supervisor.

### **7.0 Obligations under Sponsor Agreement**

7.1 UPEI has certain obligations to the Sponsor under the Sponsor Agreement, which it has accepted in order to facilitate the Project. I am responsible for remaining in full compliance with UPEI's obligations under the Sponsor Agreement related to the work I undertake. As a result, I agree to the following:

- a) To discuss with my Faculty Supervisor my role on the Project and to clarify any questions I have with regard to Confidential Information or ownership of Intellectual Property Rights resulting from the Project;
- b) To keep my Faculty Supervisor informed of the progress of my research and to follow my Faculty Supervisor's direction with respect to the Project;
- c) To provide my Faculty Supervisor with reports required by the Sponsor within the timelines set out in the Sponsor Agreement. If I anticipate any delays in my research, I will advise my Faculty Supervisor immediately;
- d) To keep records related to my research in accordance with the standards of my discipline, and any requirements under the Sponsor Agreement, and to provide these records to my Faculty Supervisor upon request; and
- e) To acknowledge the Sponsor's contribution in any publications related to my research.

### **8.0 Publications**

8.1 I may publish the results of my research in the form of a thesis or other publications or presentations in accordance with UPEI policies, and I shall own the copyright in my thesis and have the right to publish my thesis, subject to limitations described in this section. Any publication related to the Project will be subject to the following conditions:

- a) I will provide all of my proposed publications, data, and research results to my Faculty Supervisor prior to submission or disclosure in order to enable my Faculty Supervisor to review

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- the material(s);
- b) I understand that my Faculty Supervisor may be obligated to forward my proposed publications, data, and research results to the Sponsor for their review prior to submission and/or disclosure;
  - c) I will work with my Faculty Supervisor to remove or modify any Confidential Information from my work prior to disclosure;
  - d) If requested by the Sponsor in accordance with the terms of the Sponsor Agreement, I agree to delay publication of my results, including my thesis, but I will in no way be delayed for the purposes of academic evaluation and graduation; and
  - e) I will discuss authorship and appropriate acknowledgements with my Faculty Supervisor prior to my proposed disclosures and/or submissions. I expect to be acknowledged in Project publications in which I made a substantial contribution to the research.

### **9.0 Ownership of Project Results**

9.1 I acknowledge that in the course of my duties as a student working on this Project, I may Develop or contribute to the development of Innovations. I will promptly disclose to my Faculty Supervisor any and all said Innovations and I understand the ownership and management of these Innovations will be in accordance with the UPEI-Sponsor Agreement, UPEI policies, and in conjunction with the 13 September, 1991 UPEI Patent Policy. I agree to provide any necessary documents which may be required for this purpose.

### **10.0 Prior Research**

10.1 If I have based any of my research for the Project on work I may have performed prior to being assigned to the Project, I must bring this to the attention of my Faculty Supervisor so that UPEI and I can reach agreement on the ownership or protection of prior work. Although not a requirement, it is strongly recommended that Three Oaks Innovations Inc. be involved in these discussions.

### **11.0 Access to Data**

11.1 Upon completion of my research, I agree that I shall not take or keep any document, report, laboratory notebook, project data in any format, or product resulting from work I completed, without the specific, written permission of my Faculty Supervisor. However, with my Faculty Supervisor's consent, and in accordance with the Sponsor Agreement, I shall have ongoing access to these materials, and may be provided with a copy of materials related to the Project for the purposes of research and non-commercial activities

### **12.0 Modification and Termination of this Agreement**

12.1 Any modifications to this agreement must be made in writing and signed by myself, my Faculty Supervisor, and the signature of a designated signing authority for UPEI.

12.2 This agreement may be terminated upon any one of the following:

- a) If I am in breach of this agreement or the Sponsor Agreement;
- b) Upon completion of the Project or the termination of the Sponsor Agreement; or

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c) Upon my request.

12.3 No termination of this agreement will release me from my obligations under section 6.0 (Confidential Information), 8.0 (Publications), 9.0 (Ownership of Project Results).

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**Source of Employment or Graduate Stipend Funding:** To be completed by the Faculty Supervisor  
*(List all sources of funding and amounts for this student)*

<i>Source</i>	<i>Amount</i>	<i>Account No.</i>	<i>Start Date</i>	<i>End Date</i>

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**Other Information:**

**UPEI Other Sources of Information:**

UPEI Policy Page: <http://www.upei.ca/policy/AlphabeticalListing>

UPEI 1991 Patent Policy

[http://research.upei.ca/files/research/upei\\_patent\\_policy\\_approved\\_by\\_senate\\_1991.pdf](http://research.upei.ca/files/research/upei_patent_policy_approved_by_senate_1991.pdf)

Collective Agreement FA#1:

[http://hr.upei.ca/files/hr/upei\\_faculty\\_association\\_1\\_collective\\_agreement\\_expires\\_june\\_30\\_2012.pdf](http://hr.upei.ca/files/hr/upei_faculty_association_1_collective_agreement_expires_june_30_2012.pdf)

Postdoctoral Fellows Policy:

[http://www.upei.ca/policy/files/policy/Postdoctoral%20Fellows%20\(admordgnl0002\)\\_0.pdf](http://www.upei.ca/policy/files/policy/Postdoctoral%20Fellows%20(admordgnl0002)_0.pdf)

**SIGNATURES**

**STUDENT**

As all/some of the funding supporting my research/employment is provided through an agreement(s) with an external Sponsor(s), there may be additional conditions set forth with respect to publication, confidentiality and intellectual property and I understand I am bound by these conditions.

My Faculty Supervisor has provided me with the opportunity to review any relevant sections of these funding agreement(s) and has explained to me any conditions that exist that might be relevant to me.

I acknowledge and agree that I have read and fully understand the following UPEI policies: (Please check each policy reviewed)

- UPEI's Responsible Conduct of Research, Scholarly and Creative Work policy

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- Postdoctoral Fellows (if a postdoctoral fellow)*  
[http://www.upei.ca/policy/files/policy/Postdoctoral%20Fellows%20\(admordgnl0002\)\\_0.pdf](http://www.upei.ca/policy/files/policy/Postdoctoral%20Fellows%20(admordgnl0002)_0.pdf)
- UPEI 1991 Patent Policy*  
[http://research.upei.ca/files/research/upei\\_patent\\_policy\\_approved\\_by\\_senate\\_1991.pdf](http://research.upei.ca/files/research/upei_patent_policy_approved_by_senate_1991.pdf)

**Please print this form and distribute for signatures**

I, the Student, acknowledge and agree that I have read and fully understand the terms of this Agreement as well as the Sponsor Agreement, and I have been advised of my right to review each agreement with independent legal counsel. I have signed this agreement based upon my own judgment and advice of independent legal counsel (if sought).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**PRINCIPAL INVESTIGATOR**

I have reviewed and explained this agreement, Sponsor Agreement, and any other relevant agreement(s), including the UPEI's Patent Policy and UPEI's Responsible Conduct of Research, Scholarly and Creative Work policy, with this student.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Dept: \_\_\_\_\_

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**FACULTY SUPERVISOR** (if different from Principal Investigator or if more than one Faculty Supervisor)

I have reviewed and explained this agreement, Sponsor Agreement, and any other relevant agreement(s), including the UPEI's Patent Policy and UPEI's Responsible Conduct of Research, Scholarly and Creative Work policy, with this student.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Dept: \_\_\_\_\_

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**RESEARCH SERVICES**

\_\_\_\_\_  
*Dr. Robert F. Gilmour, Jr. VP Research  
University of Prince Edward Island*

\_\_\_\_\_  
*Date*

***Distribution:***

*One original can be circulated for signature and should be done **before** the student begins the research project.*

*Copy: Department office*

*Copy: The Student*

*Copy: The Faculty Supervisor*

*Original: Original document to be filed with the executed UPEI-Sponsor Agreement. Once fully signed, Research Services will distribute digital copies to Department, Student & Faculty Supervisors.*