

UPEI: Student Research Participation Agreement

Type “B” – Grant Supported

This agreement, although recommended, is not mandatory and can be used with undergraduate or graduate students as well as post-doctoral fellows who are participating in research which is either aligned with a faculty member’s program of research and/or funded by a faculty member’s awarded grant funding. Examples of funding include NSERC, SSHRC, CIHR, internal grants, etc.

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 are aligned with a faculty member’s program of research or awarded funding, and for UPEI to confirm receipt of this acknowledgment.

Notes:

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 contract between UPEI and a sponsoring/partner organization, or if the student is completing a self-directed research project as part of academic requirements.
 - Type “A” – Contract Supported
 - Type “C” – Other Projects

2.0 Statement of Intent:

I, [name of *student*]: _____ (“Student”) have agreed to participate in a research project entitled _____ (the “Project”) under the Supervision of Dr. _____, (“Faculty Supervisor”) of the Department/Faculty of _____ at the University of Prince Edward Island (“UPEI”).

Type of Research Project is: (Please check all that apply)

- Faculty Supervisor has received Tri-Council funding for this Project
- Faculty Supervisor has received internal funding for the Project
- Faculty Supervisor has received other funding for the Project: (Specify) _____
- I have received funding for research that is aligned with my supervisor’s research program
- I wish to engage in unfunded research that is aligned with my Faculty Supervisor’s program of research

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In consideration for the opportunity to work on the research project, I hereby agree to the following terms and conditions:

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 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 7.0.

“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.

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

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direct formal complaints and allegations to a Senior Administrator or University Official.

6.2 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 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 Publications

7.1 I may publish the results of my research in the form of a thesis, presentation, or other publications 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 the material(s);
- b) I will work with my Faculty Supervisor to remove or modify any Confidential Information from my work prior to disclosure;
- c) If requested by my Faculty Supervisor and if deemed appropriate by the Dean of the Faculty, I agree to delay publication of my thesis, but I will in no way be delayed for the purposes of academic evaluation and graduation; and
- d) 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.

8.0 Ownership of Project Results

8.1 I hereby acknowledge and agree 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 such innovations. According to the Collective Agreement, the Faculty Supervisor must disclose to UPEI the innovation and my role in the development of the said innovations. The said Intellectual Property Rights will be managed in accordance with UPEI policies,

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including the Faculty Association Collective Agreement, and the 13 September, 1991 UPEI Patent Policy. I agree to provide any necessary documents which may be required for this purpose.

9.0 Prior Research

9.1 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 and/or protection of prior work. Although not a requirement, it is strongly recommended that Three Oaks Innovations be involved in these discussions.

10.0 Access to Data

10.1 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, 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.

11.0 Modification and Termination of this Agreement

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

11.2 This agreement may be terminated upon any of the following:

- a) If I am in breach of this agreement;
- b) Upon completion of the Project; or
- c) Upon my request.

11.3 No termination of this agreement will release me from my obligations under section 6.0 (Confidential Information), 7.0 (Publications), and 8.0 (Ownership of Project Results).

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

Collective Agreement FA#1:

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)

Please print this form and distribute for signatures

SIGNATURES

Student

I, (*student's name*) _____, acknowledge that I have read and understand this Agreement, have reviewed all suggested information sources, and agree to these conditions. I have been advised that I have a right to independent legal advice in regard to this Agreement.

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
- 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

Signature: _____ Date: _____

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Faculty Supervisor

I have reviewed and explained all relevant sources, 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: _____

Faculty Supervisor (if more than one)

I have reviewed and explained all relevant sources, 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: _____

Distribution:

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

Original: Department office (distribute copies to Student & Faculty Supervisor)

Copy: The Student

Copy: The Faculty Supervisor

Optional: The Faculty Supervisor may want to have a copy of the signed agreement filed with the grant file housed with Research Services.