

**University of Prince Edward Island**  
**STUDENT RESEARCH PARTICIPATION AGREEMENT**  
**TYPE “C” – OTHER PROJECTS**

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This agreement, although recommended, is not mandatory and can be used for undergraduate or graduate students or post-doctoral fellows completing a research project as part of personal interest or academic requirements.

**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 in research projects, and for UPEI to confirm receipt of this acknowledgment.

**Notes**

1. This document should be signed before the student begins a research project.
2. 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 may 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 research is aligned with a faculty member’s program of research.
  - Type “A” – Contract Supported
  - Type “B” – Gant Supported

**2.0 Statement of Intent:**

As part of my degree requirements and/or general research interest, I, [name of *student*]:  
\_\_\_\_\_ (“Student”) plan to engage 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”).

In consideration for the opportunity to engage in my 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:

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

#### **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 will not use any Confidential Information at any time for purposes other than performing my research duties for the Project.

- (a) Upon the conclusion of my research duties for this Project I will retain all Confidential Information as described in my Ethics submission.

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## **7.0 Publications**

7.1 I may publish the results of my research in the form of a thesis, research/signature project, 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. While I am a student at UPEI, any publication related to the Project will be subject to the following conditions:

- a) I will discuss, and/or review my proposed publications, data, and research results with my Faculty Supervisor prior to submission or disclosure.
- b) I will discuss authorship and acknowledgements with my Faculty Supervisor prior to submission or disclosure.

## **8.0 Ownership of Project Results**

8.1 I hereby acknowledge and agree that I will provide a full and complete disclosure of an Innovation(s) to UPEI through UPEI's technology commercialization arm, Three Oaks Innovations, Inc. or through UPEI's Research Services Office. The 13 September 1991 UPEI Patent Policy shall govern the ownership and management of Innovations.

In summary, according to the 1991 Patent Policy, UPEI will have an opportunity to assess the innovation(s) disclosure, and will advise me and my Faculty Supervisor of the protection options and potential opportunities for commercial exploitation of the Innovation(s). UPEI will have 30 calendar days from the date of disclosure of the innovation(s) to advise me of whether or not UPEI intends to pursue its interest in the commercial exploitation of the innovation(s). If UPEI decides to pursue its interest, all rights to the innovation(s) shall be deemed to be vested in UPEI, and UPEI shall have the sole discretion as to the extent of attempts to commercialize and the budget it may use to commercially exploit the innovation(s). Any resulting revenues will firstly be used to pay for commercialization expenses, and remaining net revenues will be shared equally between UPEI and me, unless there is a mutual written agreement describing an alternate arrangement. If the project involves more than one researcher, an agreement with respect to revenue sharing will be required. If UPEI elects not to pursue its interest in the innovation(s) or fails to respond to me within 30 calendar days from the date of the formal disclosure of the innovation(s) to UPEI, all rights to the innovation(s) shall be deemed to be vested in me.

## **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 should 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 Inc. be involved in these discussions.

## **10.0 Access to Data**

10.1 If I have initiated a research project to complete my academic requirements, upon completion

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of my research, I agree that I shall protect and use data and collected information according to my Ethics submission and any compliance requirements.

**11.0 Modification and Termination of this Agreement**

11.1 Any modifications to this agreement must be made in writing and signed by myself, and my Faculty Supervisor.

11.2 This agreement may be terminated upon the following:

- a) If I am in breach of this Agreement
- b) Upon completion of the Project
- 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), 8.0 (Ownership of Project Results).

**Funding Sources:** 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>

**Other Information:**

**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)

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**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](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: \_\_\_\_\_

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**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: \_\_\_\_\_

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**Distribution:**

*One copy can be circulated for signature and should be signed **before** the student begins the Project.*

*Original: Department office (should distribute either digital or hard copy to Student & Faculty member)*

*Copy: The Student*

*Copy: The Faculty Supervisor(s)*