**BROCK UNIVERSITY**

**Intellectual Property Agreement   
for Postdoctoral Fellows, Research Associates and Visiting Scholars**

Please complete this form and return, with signatures, to ***The Office of the VP Research***

***Located in ST 1361 (Schmon Tower)***

|  |  |
| --- | --- |
| **Section 1** | |
|  |  |
| Name |  |
| Department |  |
| Extension |  |
| Email |  |
| Status | Postdoctoral Fellow  Research Associate  Visiting Scholar |
| Name of supervisor or mentor: | |

I have read the two attached documents: (1) **5. Intellectual Property** and (2) **Agreement under the Brock University Policy on Integrity in Research and Scholarship Pertaining to “Intellectual Property” Understandings**, both from the current *Collective Agreement between Brock University and the Brock University Faculty Association (BUFA)*.

I agree with the guidelines on Intellectual Property contained therein.

**Signatures**

|  |  |
| --- | --- |
|  |  |
| Visiting scholar, research associate, or postdoctoral fellow | Date |
|  |  |
| Supervisor/mentor/host | Date |

If there is any agreed upon deviation from the agreement, please complete and sign Section 2.

Please provide copies of this document to:

Chair of the Department

Dean of the Faculty

|  |
| --- |
| **Section 2. If there is any deviation from the Agreement, please complete and sign this section.** |
| My supervisor/mentor and I have made specific arrangements that differ from these guidelines in the following manner: |
| **A. Order of names on publications** |
| Researcher first  Supervisor first  Alphabetic order  Other (specify) |
| **B. Please explain any other deviation(s). Attach an additional page if needed.** |
|  |

**Signatures, if Section 2 has been completed**

|  |  |
| --- | --- |
|  |  |
| Visiting scholar, research associate, or postdoctoral fellow | Date |
|  |  |
| Supervisor/mentor/host | Date |
|  |  |
| Vice-President, Research | Date |

**From Appendix B, Collective Agreement between Brock University and the Brock University Faculty Association (BUFA), July 1, 2011 to June 30, 2014 (**pp 175-177)

**5.0 INTELLECTUAL PROPERTY**

5.1 **Introduction**

Intellectual property includes inventions, publications, computer software, works of art, industrial and artistic designs, as well as other creations that can be protected under patent, copyright, or trademark laws.

In Canada, intellectual property protection comes in various forms, such as copyrights, patents, trademarks, industrial designs, and trade secrets. Intellectual property may be licensed or assigned. Licensing intellectual property is the act of giving someone temporary permission to use the item subject to the owner receiving (or not, if they choose) a royalty. Assigning intellectual property rights is the act of giving them to another entity or person; it is a transfer of ownership. This transaction might include the transfer of money.

5.2 **Ownership of Intellectual Property**

With respect to intellectual property developed by faculty members, ownership is set out in Article 38 - Patents, and Article 39 - Copyright of the BUFA/Brock Agreement on the Terms and Conditions of Employment for Faculty.

With respect to intellectual property developed by a student, ownership remains with the student. However, as a condition of using University facilities to develop potentially marketable research products such as computer programs, electronic/mechanical devices or video programs, the student is required as a minimum to grant the University a royalty-free license to use such intellectual property for internal use.

With respect to intellectual property developed by University staff, or staff employed by a researcher on funds administered by the University, ownership rests with the University unless specific arrangements to the contrary have been made. If the University decides not to pursue a patent or copyright on a particular item created by a staff member, the University may enter into an agreement with the staff member under which the staff member may apply for patent or copyright.

An exception to these principles may occur when the sponsor of the research insists that the intellectual property be owned by itself or by the University as a condition of the contract.

5.3 **Rights and Responsibilities of Ownership**

Except as provided in Article 11 - Academic Freedom, Article 38 - Patents, and Article 39 - Copyright of the BUFA/Brock Agreement on the Terms and Conditions of Employment for Faculty, the University recognizes that the owners of intellectual property should be free to make all decisions concerning the development and use of their property, including commercial use, as long as the decisions are consistent with the University's research policy and contractual constraints that may apply in individual cases.

Given the variety of types of intellectual property associated with research and scholarly activities, including computer programs and student theses and project reports, it is not possible to establish in advance specific guidelines regarding ownership that would cover them all. However, as a general principle it is required that students, supervisors, and other members of research groups engage in continued dialogue and have clear understandings and agreements concerning the expected use and attributions of research ideas and data collected at Brock University, including publication or commercial exploitation of the results, data bank deposition and public or other outside accessibility. Details of the agreement shall be recorded on the appropriate form and a copy forwarded to the Chair(s) of the Department(s), or other appropriate University officer. Ownership of data may also be affected by the terms of a research contract that has supported the work.

5.4 **Theses and Project Reports**

The University recognizes that the student has ownership of project reports and holds copyright to completed Bachelor’s or Master’s theses. The international copyright notice shall appear in a prominent place on the title page of each thesis or project report copy.

A student who has worked closely with a supervisor, or as part of a research group, should understand that the rights to publish, patent, or commercially exploit the results of the research may need to be shared with the supervisor and/or other members of the research group, and with the University. In those cases in which the work has been supported in part by research grants or contracts, there may be other conditions affecting any patent or commercial exploitation. All such circumstances and conditions should be reviewed in the understandings and agreements prepared in advance of the work (see Section 5.3).

5.5 **Research Data**

The University recognizes that research is conducted and data are acquired in different manners. In the case of collaborative work, all members of the research team are responsible for insuring proper acknowledgment of each member when the data are released in any form.

A complete set of all original research data must be retained by the principal investigator for a period of five (5) years from the date of publication of results based on the data. All collaborators must have free access to the relevant data at all times, and authorization to copy may not be withheld by any team member without valid reasons communicated in writing to the Dean of the Faculty.

5.6 **Authorship**

It is recognized that authorship implies significant intellectual contribution to the work. More specifically, "...authorship of published work includes all those who have materially contributed to, and share responsibility for, the contents of the publication, and only those people..." (Tri-Councils of Canada, 1994).

Anticipated co-authorship and ordering of authors on publications arising from student theses should be reviewed in the understandings and agreements reached prior to the work being undertaken (see Section 5.3). At the time the writing is undertaken and thereafter prior to submission for publication, the understandings and agreements should be reviewed in light of the actual contributions of the various coauthors to the final manuscript(s).

Although a graduate student may normally expect senior authorship on a publication arising solely from the thesis, patterns of co-authorship will be influenced by considerations of the involvement and contribution of the supervisor and others in a research group. Relevant contributions to be taken into account include, but are not limited to, definition of the questions asked and hypotheses tested, development of the research design and measurement procedures, data collection, organization and interpretation, and the actual writing of the manuscript.

**From Appendix B, Collective Agreement between Brock University and the Brock University Faculty Association (BUFA), July 1, 2011 to June 30, 2014 (**pp 181-182)

**Agreement under the Brock University Policy on Integrity in Research and Scholarship Pertaining to “Intellectual Property” Understandings**

The University understands that this Agreement is a minimum requirement and expects that Departments may wish to develop more extensive documents that directly apply to their discipline. In this regard, the University understands that "research group" could be any combination of faculty, staff or students engaged in a scholarly endeavour.

The statements that follow paraphrase the principles set down in Section 5.0 (Intellectual Property) of the **Brock University Policy on Integrity in Research and Scholarship.** In particular, the signators to this Agreement understand and agree on the expected use and attributions of research ideas and data collected, including publication or commercial exploitation of the results, data deposition and public or other outside accessibility. We have appended any specific details of our understanding and agreements related to the points below, and forwarded copies to the Chair of the Department of, and to the Dean of the Faculty of:

1. All members of our research group at Brock University (names and titles listed below) have completed our annual review of group research initiatives (see attached material).
2. With respect to data from work done by undergraduate or graduate students for their theses, we have discussed authorship expectations on publications emerging from these data prior to the start of work, and undertake to continue discussion prior to submission for publication (see attached material).
3. We understand that all members of the research group are responsible for insuring proper acknowledgment of each member when the data are released in any form.
4. We acknowledge that a complete set of all original research data will be retained by the principal investigator for a period of five (5) years from the date of publication of results based on the data, and that research collaborators will have free access to the relevant data at all times.
5. We agree to continue ongoing discussions concerning these matters and will provide an annual update on our understandings.

Principal Investigator  
Faculty Research Associate(s)  
Staff Research Technician(s)  
Post-doctoral Fellow(s)  
Graduate Student(s)  
Undergraduate Student(s)  
Volunteer(s)