



# Intellectual Property of Graduate Students: Guidelines and Best Practices

School of Graduate Studies

## 1. Purpose

The purpose of this document, provided by the School of Graduate Studies (School), is to offer direction to graduate students when dealing with intellectual property (IP) issues in the course of their graduate studies at Memorial University (University).

## 2. Scope

While the document will be of most use when dealing with issues that arise in the course of collaborative and contract research, its principles are of general application. These guidelines should be read in conjunction with the [University Policy on Intellectual Property](#) (1), and other relevant documents including the [University Policy on Conflict of Interest](#) (2) and the collective agreement between the [University and Teaching Assistants](#) (3).

University Policies shall take precedence over the terms of this document. Students are advised that the terms and principles set out in this document may not always apply, particularly where Intellectual Property arises in the course of research that is the subject of contracts with external parties.

## 3. Administration

It is the responsibility of the School to implement and administer these guidelines on the authority of its Academic Council.

## 4. Definitions

**4.1 Intellectual Property** “Includes all data, documents, reports, analyses, tests, specifications, charts, plans, drawings, ideas, inventions, discoveries, creations, schemes, correspondence, communications, lists, manuals, technology, techniques, methods, processes, services, routines, systems, procedures, practices, operations, modes of operations, know-how, trade or other secrets, contracts, financial information, engineering reports, environmental reports, field notes, sketches, photographs, computer programs, records or software, specifications, models, database rights, service marks, scientific or technical advancements, improvements, devices, products, concepts, designs, prototypes, samples, technical information, materials, works of authorship, patterns or other information, and includes the media on which such Intellectual Property is stored, obtained or received” (1).

Copyrights and patents are the two main forms of IP protection that apply to the research pursuits of graduate students. Copyright, conferred upon the act of creation, protects the expression or embodiment of ideas, while patents, conferred upon application, protect inventions.

**4.2 Intellectual Property Rights** are “Any and all proprietary rights anywhere in the world provided under (i) patent law, (ii) copyright law, (iii) design patent or industrial design law, (iv) semi-conductor chip or mask work or integrated circuit topography law, (v) trade-mark law or (vi) any other statutory provision or common law principle, including trade secret law, which may provide rights in Intellectual Property or the expression or use of such Intellectual Property” (1).

**4.3 Data** is defined as “The recorded factual material commonly accepted in the scientific or academic community as necessary to support the University's research activities or validate research findings” (1).

## 5. Principles

**5.1** Respect for the intellectual work of others is fundamental to graduate education. At Memorial, the School's guidelines and practices involving IP support the educational process.

**5.2** Every graduate student has a right to create and use IP in accordance with accepted academic practice and Canadian IP laws. This includes the ability to publish out-of-research work undertaken as part of a graduate program as well as the ability to submit results promptly in partial fulfillment of the requirements for the graduate degree. However, these rights may be restricted if a student is under an agreement or contract that supersedes Memorial's policies.

**5.3** When undertaking collaborative research, participating individuals will not use IP considerations to maximize individual returns at the expense of the project, and the project, or other participants, will not attempt to maximize returns to the detriment of the process of graduate student education.

**5.4** It is the responsibility of the PI/supervisor to be familiar with the IP policies and practices of the University and granting agencies, the terms of pertinent agreements and contracts, the conventions of the discipline which may impact the IP environment of a student's program, and to ensure that research is conducted in a manner consistent with such expectations.

**5.5** It is the responsibility of the student to be aware of the University's IP policy and the responsibilities, in general, of any research project undertaken; to be aware that IP rights are often shared in collaborative research; and that his or her IP rights may be determined by the rights of law, policies of the University and funding agencies, partners and conventions of the discipline. It is the responsibility of the PI/supervisor to notify the Research Innovation Office (RIO) of any students working on projects with changes/encumbrances to the IP policy. RIO will meet with the student if an RPA is required and provide an overview of the RPA and contract.

- 5.6** It is the responsibility of the School to provide oversight in the form of this document to help guide members of the University community regarding such issues, to act in an advisory capacity for graduate students on IP issues, and to mediate disputes arising from IP issues.
- 5.7** The development, handling, and dissemination of IP should follow [Memorial's IP Policy](#). However, to assist in this task, in conjunction with academic units, the School and RIO will host regular educational and information sessions on IP to graduate students and supervisors. Academic units are responsible for ensuring copies of this document are provided to all faculty and graduate students.

## **6. Particulars**

### **6.1 Ownership of Intellectual Property**

Ownership of IP developed by students in the course of their academic program at Memorial is vested as follows:

**6.1.1** IP developed by students in their course-work, thesis-related research and teaching assistantships remains the property of the students unless the [IP is encumbered](#).

**6.1.2** Ownership of IP developed by students in the course of employment as a graduate assistant who is undertaking research work (research assistantship) is subject to the terms of the contract.

**6.1.3** Ownership of IP developed while a student is employed on a work term or internship is subject to the terms of the contract with the employer.

**6.1.4** Students who participate in research subject to a contract between the University and an outside third party are subject to the terms and conditions of that contract. Third-party contracts may include restrictions pertaining to confidentiality, publication, licensing, and ownership of IP.

Notwithstanding restrictions placed on the IP associated with a graduate student's thesis-related research due to a third-party contract(s), academic progression will not be delayed. In particular:

- 1.** there can be no delay in the defence of a student's thesis due to IP considerations; and
- 2.** in order to secure IP protection, a maximum delay of six months is permitted when submitting papers for publication.

### **6.2 Copyright**

**6.2.1** Copyright gives the creator the right to control certain uses of his/her work in both economic and moral terms in the areas of reproduction and public performance.

Economic rights allow creators to draw income from these uses of their works. Copyright also provides the moral right to claim the authorship of a work and to preserve its integrity.

- 6.2.2** Graduate students have ownership of and hold copyright to completed theses, project reports, or any other similar work produced as students. They are entitled to any resulting royalties.

### **6.3 Authorship**

- 6.3.1** Neither accepting the addition of an author who has not made a significant intellectual contribution to the piece of work (Honorary author), nor omitting an author who has made a significant intellectual contribution to the work (Ghost author), is ethical.
- 6.3.2** Conventions relating to the ordering of authors on publications arising from a graduate student thesis and other collaborative projects vary from discipline to discipline. Each research group must publish its conventions.

### **6.4 Patent and commercial exploitation**

The rights to patents or to commercially exploit the results of the research may need to be shared between members of the research group and/or with the University. The regime for such sharing is outside the scope of this document and is the responsibility of [RIO](#). However, it is important to be aware that the inventorship of a patent is not the same as the authorship of an academic paper. For more information on the differences, please refer to the [RIO website](#).

### **6.5 Right for use in research and teaching**

It is the goal of Memorial University and its researchers to retain the right to use the knowledge or IP generated for non-commercial purposes in future research and teaching. Please refer to section 2.6 of [Memorial's IP Policy](#) for more information.

### **6.6 Embargo on thesis disclosure**

A request to the Dean for an embargo on the deposition of the thesis in the University library repository and subsequent disclosure may be made by a student or may be required by the terms of a contract they have entered agreed to. The request for an embargo must be agreed upon by the supervisory committee and Head of the academic unit and must be submitted to the Dean of the School of Graduate Studies accompanied by a detailed rationale. An embargo may be granted for up to one year in the first instance. In exceptional cases, the Dean may grant an embargo of up to three years.

## **7. Best Practices**

### **7.1 Authorship**

- 7.1.1** It is the view of the School that where the major intellectual effort behind a co-authored publication is the graduate student, normally the student will be the primary author.
- 7.1.2** As a graduate student's research may be guided by a team or committee, substantial intellectual contributors to the project are typically given the right of joint authorship of publications that report on the results of the research. A student considering the publication of his or her own paper also has the responsibility to consider the IP and co-authorship rights of others who may have been involved in the research. Co-authorship should be recognized only where the primary author has determined that a significant intellectual contribution has been made.
- 7.1.3** Authors should attempt to publish their work in a timely fashion unless restricted by the terms of a contract they are under. The right to co-authorship may be lost if a researcher leaves the project or is delinquent in publication; however, there must be reasonable, documented effort to contact the researcher under such circumstances. Acknowledgment may be deemed appropriate where delinquency exists, and co-authorship rights cannot be assumed.

## **7.2 Data**

- 7.2.1** The recommended best practice determined by the School is to recognize that ownership of original research data is held jointly by all collaborators and to designate one individual as the custodial agent of the materials for all contributors. Joint ownership would of course include graduate students, and graduate students could be custodial agents. One of two alternatives should be followed when research is conducted by collaborators (including graduate students):
- 7.2.1.1** If the research is funded by an agency that requires maintenance of original material by the grant-holder (principal investigator), then that person would become the custodial agent of the data for all collaborators and would provide free access to the materials as needed by the project collaborators in order for them to satisfy their own statutory and collegial responsibilities. Where possible, the custodial agent would provide copies of the data to collaborators on request for their own archival and scholarly purposes.
- 7.2.1.2** If the research is unfunded or there is no funding agency regulation regarding retention of data, the custodial agent for the original data would be the person who, by agreement of all the majority of collaborators, receives primary credit for the particular research or scholarly contribution, and who therefore is primarily responsible for the integrity of the research should there be an allegation of fraud or misconduct.
- 7.2.1.3** The above notwithstanding, in research requiring the approval of the Health Research Ethics Authority, provisions of that agency will apply.

### **7.3 Changes in the IP Environment**

**7.3.1** It is possible that, in the course of the research, unanticipated opportunities to patent will arise. In such cases, it is the responsibility of the supervisor to ensure that the student:

**7.3.1.1** Participates in the patent process in accordance with the contribution to the IP in question, and

**7.3.1.2** Pursues research such that the program completion will not be unduly affected.

**7.3.2** It is possible that, in the course of the program, a student will be offered an opportunity to undertake contract research. Signing a research contract may affect the provisions of this document.

### **8. Dispute Resolution**

Per the IP policy, “If a dispute arises between a Member and the University with respect to the application of the Policy, the Member and the Vice-President (Research) shall attempt to resolve the dispute informally” (1).

Furthermore, “If a dispute cannot be resolved informally, the dispute shall be referred for decision to a panel composed of one member nominated by the Member, one member nominated by the Vice-President (Research) and one member selected by the first two or, in the absence of an agreement between them, by the President of the University. The Member and the Vice-President (Research) will be permitted to have a representative act on their behalf before the panel” (1).

Finally, “Until a decision is given by the panel, no action shall be brought by a Member against the University, or by the University against the Member, on any matter arising out of this Policy” (1).

### **9. References**

(1) Memorial University Policy on Intellectual Property:

<http://www.mun.ca/policy/site/policy.php?id=143>

(2) Memorial University Policy on Conflict of Interest:

<http://www.mun.ca/policy/site/policy.php?id=221>

(3) Collective Agreement between Memorial University of Newfoundland and Teaching Assistants' Union of Memorial University of Newfoundland:

<https://www.mun.ca/taumun/about-us/collective-agreements/>

*(Endorsed by Academic Council of the School of Graduate Studies, February 17, 2025)*