graduate studies | YORK UNIVERSITÉ UNIVERSITY

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Intellectual Property Memorandum of Understanding (MOU) between Graduate Students

Preamble: This Memorandum of Understanding (MOU) creates a mutual understanding with graduate students regarding scholarly, research and creative (SRC) works. It refers to existing policies and procedures for intellectual property (IP) ownership, financial responsibilities, authorship, data management, and access. When reviewing this MOU be mindful of any other agreements for this research. The MOU aligns with university policies, specifically Faculty of Graduate Studies regulations on Intellectual Property and Graduate Education.

Key Considerations:

- Graduate students should review the FGS IP Policy as well as the IP Checklist for general principles on IP matters.
- Authorship, Intellectual Property Ownership & Copyright for graduate work including theses, dissertations, course work and creative works remain with the creator (see FGS IP Policy).
- The First Nations principles of OCAP® as well as other rights of Indigenous People are essential in determining the ownership, control, access, and possession of SRC data when work is undertaken with Indigenous Peoples and must be considered.

Graduate Student Name:	Graduate Student Name:
MOU Date (mm/dd/yyyy):	Subsequent MOU Date (mm/dd/yyyy):

1. Review of Guidelines

Before completing this MOU, both students confirm they have reviewed and/or completed:

☐ Faculty of Graduate Studies regulations on Intellectual Property and Graduate Education

☐ Relevant Research Data Management resources (including Tri-Agency Data Policy): York University's Research Data Management (RDM) Guidelines & Tri-Agency Research Data Management Policy

2. Scholarly, Research, and Creative (SRC) Requirements

Refer to the SRC Project section for detailed options for SRC works.

3. Amendment Clause

If additional SRC works, collaborations or changes occur, both parties will draft an addendum to this MOU by updating this MOU or creating additional appendices, as needed. Amendments should also be shared with both students' Graduate Program Directors.

4. Signatures

By signing below the students acknowledge they have read the guidelines above and collaboratively developed the SRC arrangements below. If IP considerations arise with another individual(s) connected to the research, students should consult with their GPD.

Graduate Student Signature: Date (mm/dd/yyyy):	Graduate Student Signature: Date (mm/dd/yyyy):

☐ The students have ensured that the completed MOU has been duly received by their respective graduate supervisor and Graduate Program Director.

Privacy: Personal information in connection with this form is collected under the authority of The York University Act, 1965 and will be used for educational, administrative and statistical purposes. If you have any questions about the collection, use and disclosure of personal information by York University, please contact: Faculty of Graduate Studies, 230 York Lanes, (416)736-2100 x 55521.

Memorandum of Understanding

Please work together to review, discuss and agree to the options below for all SRC works selecting all that may apply. Please add a new SRC Project description for each new SRC project (i.e., a student's thesis research could be one SRC Work) between the students.

SRC Project #1

Project Title:

Description:

Funding Source

☐ **Internal Funding**
[i.e. Student X will receive internal awards, fellowships, grants, or assistantships.]

☐ **External Sponsor Funding**
[i.e. Third-party requirements from an external sponsor include (provide detail):]

☐ **Other Funding Arrangements**
[i.e. Specify any other financial relations, rights, and obligations:]

Authorship of SRC Work (Choose one per SRC Project):

☐ **Joint Authorship**

Note: *Common practice is that the student who made the most significant contributions to the work is often first author*

- Both parties will share authorship and responsibility for the SRC work, including research data.
- Each party will have equal access to the SRC work including research data and will manage the contributions together.

☐ **Primary Student Authorship**

- A specified student is the sole author of the SRC work and has sole access to the SRC data and materials. The student may grant access for other parties including another student, a supervisor, etc.

Ownership of SRC Work (Choose one per SRC Project):

☐ **Joint Authorship:** Students intend to jointly own the following elements of the SRC Work (e.g., data, diagrams, code, text, image, film, interview transcripts, etc.):

A:

B:

C:

Each party will have equal access to the jointly shared elements of the SRC Work.

☐ **Student Name Ownership:** This student will own the following elements of the SRC Work (e.g., data, diagrams, code, text, image, film, interview transcripts, etc.).

A:

B:

C:

☐ **Student Name Ownership:** This student will own the following elements of the SRC Work (e.g., data, diagrams, code, text, image, film, interview transcripts, etc.).

A:

B:

C:

Any other authorship or ownership considerations as agreed to by the students [input detail]:

Insert additional SRC project(s), as needed.

Please attach in a separate file additional SRC projects as an appendix following the above SRC Project template.