**Department of Neuroscience Intellectual Property Agreement**

# **Agreement of Rights and Copyright**

Typically, undergraduate and graduate students, and post-doctoral researchers conducting theses, independent research projects, summer research, or other forms of training are offered the privilege of working in a laboratory. Almost invariably their research is *piggy-backed* onto the research that is already underway, stems from the ongoing research, or stems from ideas of the head of the laboratory (supervisor). As well, the research being undertaken may be supported by resources or grants received by the head of the laboratory, permitting the student to undertake related projects.

In light of these considerations and the fact that the research is being done within the university, and with the facilities provided by the university, the data plus any associated intellectual property obtained from or derived from these projects will remain the property of the university, and of the head of the laboratory. Furthermore, *the right to publish this material, as well as th*e *right to select the order and inclusion of authors, will be determined by the head of the laboratory*, based on the relative substantive contributions of individuals to the project. Substantive contributions are defined as being involved in major portions of the research. This means, the germination of an idea, preparing ethics documents, conducting the actual research, statistical analyses, and writing drafts and a final draft of a document to be submitted for publication. A guide has been prepared by the Society for Neuroscience, which can be found [here](http://www.sfn.org/Member-Center/Professional-Conduct/Guidelines-for-Responsible-Conduct-Regarding-Scientific-Communication).

If a student or researcher feels that the project they are either doing or will conduct stems from *their* original ideas and that ultimately they should be the first author, then this should be established **before** the project is undertaken. If no such agreement has been reached before the project is undertaken, it is agreed that authorship of any publication will be determined by the head of the laboratory. Furthermore, if the student/researcher’s contribution to the final publication is less than that anticipated, or if substantive additional research is required prior to publication, then the authorship of the publication may be revised by the head of the laboratory.

In most instances (but, not all) graduate students and post-doctoral researchers conduct an independent line of research in collaboration with the supervisor. Often, this research also follows from the basic line of research being undertaken in the laboratory. Moreover, the research is undertaken with the use of the supervisor’s facilities and/or funds. Order of authorship, in this case, is based on the extent of substantive contribution to the project, although in most cases, for research comprising the dissertation, the student where applicable is the principal author. Once again, the student/researcher and supervisor should discuss this prior to the project being undertaken. Moreover, if the student/researcher is first author, then it is expected that s/he will take primary responsibility for writing the document for submission for publication. Should this not be done in a timely fashion (within 1 year of completion of the data acquisition phase of the project), then it becomes the prerogative of the head of the laboratory to write the paper and place their own name as first author, or assign these duties to a third party as appropriate.

Paid laboratory technicians are *not* entitled to authorship. However, if they contribute substantially to the research (meaning above and beyond simply following directives) their name may be placed on the written document.

By signing this letter, these conditions are agreed to by both parties. Should the conditions change, and additional experiments are undertaken that stem from the ideas and initiatives of the student/researcher, then a revised, signed, agreement will be necessary.

Laboratory Supervisor Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_