

GRADUATE RESEARCH STUDENT IP AGREEMENT

GUIDANCE DOCUMENT

UC's [IP Policy](#) provides that students do not relinquish their intellectual property (IP) rights solely by pursuing a course of study at UC. However, the IP Policy describes certain instances where a student may need to assign their intellectual property rights when engaging in research projects.

The purpose of the Graduate Research Student IP Agreement is to ensure clarity and consistency across Graduate Research students when it comes to intellectual property management. It is expected that this agreement is signed as soon as possible and no later than six months following enrolment.

The Graduate Research Student IP Agreement requires the supervisor and student to confer and select the appropriate version with respect to the student's research project. Below is some guidance to help the supervisor determine which version to select.

IMPORTANT:

Please contact Research & Innovation if you are unsure which version of the Graduate Research Student IP Agreement to choose for a particular student/project or if you believe a different option is appropriate.

Note: The options below match those referred to in the Graduate Research Student IP Agreement. The defined terms are those used in the agreement.

Version A	Student to own the Project IP <i>This may be appropriate where:</i> <ul style="list-style-type: none">(a) the Project is of the Student's own initiation (i.e., the Project is the Student's own idea);(b) any potential Project IP is likely to be largely a result of the Student's own effort and will not rely on any UC or third party Background IP, or contribution from the UC Supervisor;(c) the Project is not part of a wider programme of research; and(d) the Student is self funding their studies, or is on a UC scholarship.
Version B	Student to assign its Project IP to UC <i>This may be appropriate where:</i> <ul style="list-style-type: none">(a) the Project has been initiated/recommended by the supervisor or wider UC research team;(b) any potential Project IP will involve significant UC supervisor or other third party contribution;(c) any potential Project IP relies on UC or third party Background IP; and/or(d) the Project is part of a wider programme of research or grant agreement.
Version C	Student to assign its Project IP to a third party <i>This may be appropriate where:</i> <ul style="list-style-type: none">(a) the student has a scholarship from the third party and/or is a Food Transitions 2050 student;(b) the Project has been initiated/recommended by the third party research team;

	<p>(c) any potential Project IP will involve significant third party contribution;</p> <p>(d) any potential Project IP relies on third party Background IP; and/or</p> <p>(e) the Project is part of a wider programme of research hosted by (or via) the third party.</p> <p>Please contact the Research & Innovation Office for assistance and do not sign a “Version C” Graduate Research Student IP Agreement until the separate agreement with the third party has been signed.</p>
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FAQs for students

Why is an IP agreement necessary?	The IP agreement is part of ensuring that all parties are clear about how the intellectual property arising from your project will be dealt with. It is helpful to ensure that such arrangements are being managed consistently across UC and comply with UC's IP Policy.
My project doesn't generate IP. Do I need an IP agreement?	All research projects generate IP, even if it just the thesis authored by the student. If the IP is minor (or merely the thesis), the Version A agreement is likely the most appropriate one.
What does assignment of IP mean?	Assignment of IP just means a transfer of ownership.
What does an IP licence mean?	An IP licence is simply a right from the IP owner to a third party to enable them to use the IP. It might be subject to certain conditions – e.g., only for certain purposes.
Does assignment of IP affect my ability to publish my thesis?	<p>The UC IP Policy is clear that the IP (copyright) in a student's thesis remains with the student, even if the IP in the research described in that thesis is assigned.</p> <p>In most cases this will enable you to publish your thesis without restriction. In some cases (e.g., when the research IP might be able to be commercialised), your thesis might be embargoed for a set period.</p>
Do I need a lawyer?	<p>You are encouraged to seek legal advice if you have any questions or concerns with the IP agreement. There are free law clinics on campus or Community Law may be able to assist – see https://www.canterbury.ac.nz/life/support-and-wellbeing/uc-support-services/legal-help for more information.</p>

What if I have more questions?	Please discuss any questions with your supervisor in the first instance.
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FAQs for supervisors

What if I don't know at the beginning of a student project which version is appropriate?	It should be reasonably clear if Version B or C are appropriate. If they are not indicated, then choose Version A. This can be revisited if the IP position evolves during the course of the project.
Do I sign this agreement for UC?	<p>Versions A and B simply confirm the UC IP Policy position and can be signed by the supervisor.</p> <p>Version C requires R&I input and should be signed by R&I.</p>
What if I have more questions?	Please contact the Graduate School in the first instance, who may direct you to R&I as appropriate.

