



SENATE POLICY

Policy on Student Created Intellectual Property (IP)

(Senate-approved: January 9, 2026)

SCOPE

This policy applies to University students who created Intellectual Property while students at the University of Windsor during the course of research done independently or under supervision/direction of a faculty member. This policy does not apply to academic coursework where general direction of study is provided with no inventive outcome.

This policy applies to all students, including those engaged in contract research. Post-Doctoral research IP is covered by a separate policy.

This policy applies to all forms of Intellectual Property, including but not limited to, patents/inventions, copyright, trademarks, industrial designs, and/or animal/plant breeders' rights.

APPLICABLE LAWS AND AGREEMENTS

The principles guiding IP rights are informed by:

- a) Canadian law including, but not limited to the *Patent Act*, *Copyright Act*, *Industrial Design Act*, *Plant Breeders' Rights Act*, and relevant case law
- b) The conventions of a specific discipline
- c) University of Windsor policies and collective agreements

It is not the intent of this policy to change, modify, supersede, or terminate any rights and/or obligations set out in other legal agreements between Students, the University, and/or Third Parties, including without limitation the WUFA Collective Agreement and other employment contracts.

If this policy conflicts with any agreement (including and without limitation the WUFA Collective Agreement or research contract) between the University and any Student, the terms of the agreement shall prevail to the extent of the conflict.

DEFINITIONS

Academic Personnel shall include all core, complementary, adjunct and visiting faculty, and instructors.

Agreements means research agreements between partners engaging in collaborative researchers.

Employee means administrative, professional and support staff including technicians, teaching and research assistants, post-doctoral fellows and teaching fellows employed by the University, or under contract to provide personal services for the University excluding Academic Personnel. For clarity, where a person fits within the definition of both Staff and Student, for the purposes of this Policy the person shall be considered Staff with respect to any Intellectual Property created in the performance of their employment (e.g., assigned or tasks within scope of role description), except for any Intellectual Property created for the purposes of their academic studies (ie. ideas co-generated as part of an in-class-assignment) where the person shall be considered a Student.

Employment refers to the legal relationship between an Employee and the University as defined by respective collective and employment agreements signed and filed by the involved parties. This includes acknowledgement by students who undertake research assigned by faculty.

Intellectual Property or IP shall mean inventions, industrial designs, trademarks, trade names, domain names, integrated circuit topographies, plant varieties, know-how and trade secrets, which can be registered or protected under the law.

Student means all full or part-time students enrolled at the University, including without limitation undergraduate, graduate and visiting or exchange students from other institutions.

Post-Doc means all full or part-time post-doctoral staff employed and affiliated with the University of Windsor undertaking research.

Work Product includes data sets, exams, tests, computer software, computer code, cases, projects, prototypes, theses, dissertations, lab reports, cognate essays, research papers, musical scores, plays, lyrics, artwork, poems, or video recordings.

1. THIRD-PARTY RIGHTS

This Policy is intended to address Student ownership of Intellectual Property that might arise from Student Work Product. It is important to note that in the creation of Student Work Product, Students might use material created by someone else, such as software, textbooks, training material, digital files, etc., and that such material itself may be owned by that person. In the creation of Student Work Product, Students are expected to respect all other individuals' Intellectual Property rights in accordance with Canadian law. In the event that Students have any questions regarding the use of material that may be owned by someone else, they should contact the Office of Innovation, Partnerships & Entrepreneurship.

2. OWNERSHIP OF STUDENT-CREATED IP

i. Works Made in the Course of Employment

Students who create Student Work Product that may be eligible for IP protection as Employees during the course of Employment (including Teaching Assistants, Supplemental Instructors, or Research Assistants) do not own the IP. Subject to applicable collective agreements or where there is an agreement that stipulates otherwise, the University owns the IP created by individuals in the course of their Employment.

ii. Works Made Outside the Course of Employment

Subject to Section 2(iv) pertaining to Sponsored or Contract Research, Students who create Student Work Product as part of, or submitted to the University in fulfilment of a requirement of an academic program (degree or non-degree) but not related to course work, which Student Work Product may qualify for independent IP protection, exclusively own any such IP, unless otherwise stipulated.

iii. Joint Student Work Product

Subject to Section 2(iv) pertaining to Sponsored or Contract Research, Students who create Student Work Product jointly with another Student, group of Students, faculty or staff as part of, or submitted to the University in fulfilment of a requirement of an academic program (degree or non-degree) but not related to course work, which Student Work Product may qualify for independent IP protection, jointly own the IP with all others who jointly contributed to its creation (as set out by applicable law regarding joint creation and ownership of IP) unless otherwise stipulated. No Student enjoys exclusive ownership of IP created with the joint contribution of others.

iv. *Sponsored or Contract Research*

Many private companies attach IP claims to their support of university research. Some government funding agencies, charitable associations, foundations or provincial Centres of Excellence may claim licensing rights or a share of royalties. In the case of contracts and grants from the private sector, agreements may have a number of provisions with respect to IP, sometimes including a claim to ownership over all IP arising from Student Work Product or any other activities carried out under the auspices of such third-party contracts. In some instances, Students will be asked to sign an agreement in which they indicate that they have been made aware of the funding terms, including third-party ownership over any and all IP arising from their Student Work Product, and agree to abide by them. It is important for Students to remain aware of any such private company or funding organization's IP policies with respect to IP ownership, protection of confidential information and publication as it applies to Student Work Product created or any other activities carried out under or as part of any such third-party funded work.

3. STUDENT PUBLICATION AND THIRD-PARTY IP RIGHTS

i. *Student Right of Publication*

In the view of the University, contract research, whether with a company or an organization (public, parapublic or community), is a rich learning opportunity for Students. However, this relationship must respect the academic and educational process of Students and the freedom to disseminate and exchange knowledge for the benefit of other students, researchers, and society.

For this reason, the University shall ensure that nothing in a contract research agreement between the University and a third-party will interfere with the Student's right to be assessed fairly and equitably with a view to degree completion and, while respecting such third-party's desire to ensure confidentiality of sensitive information provided by it, will firmly negotiate the third party's recognition of the rights of the University and its Students to publish and use any and all Student Work Product resulting from such an agreement for scholarly, academic, teaching, and research purposes.

The freedom to publish includes, but is not limited to, classroom presentations, presentations at academic conferences, publication of essays, dissertations and theses (all of which are public documents). Any delay in publication shall be subject only to a reasonable time frame sufficient to permit the third-party to review the Student Work Product to highlight any sensitive confidential information the third-party wishes to request retraction of and/or to ensure protection of their IP rights.

ii. *Informed Consent*

A faculty member who offers a Student the opportunity to carry out their work as part of contract research must inform the Student of the conditions under which the work will be done and the publication and IP implications of any such contracts. Any Student who gives free and informed consent must sign an agreement stipulating that they agree to comply with the commitments made by their professor, their research supervisor, or the person responsible for the fellowship.

4. COERCION AND PERCEIVED COERCION

In all instances where Student Work Product may lead to generation of IP, **care must be taken to avoid situations of coercion or perceived coercion**. To ensure that the unequal power and influence of a third-party providing funding which supports the creation of Student Work Product, and/or to ensure that a faculty member in a supervisor/Student relationship does not overwhelm the Student, students will be advised that, Community Legal Aid or a relevant independent body is available to review individual agreements to ensure that this condition is respected.

5. COMMERCIALIZATION AND LEGAL SUPPORT

Students should seek independent guidance, advice, and support in relation to their rights and obligations before entering into any agreement about ownership of IP. An agreement governing IP may affect Students' legal rights. These rights should be treated seriously, and Students should seek whatever advice they require, including independent legal advice.

Respective student body governments will support, as possible, Students in receiving IP education and assistance. This includes, without limitation, providing guidance and advice on matters pertaining to IP ownership and commercialization procedures, as well as questions about this IP policy and other related campus policies.

6. DISPUTE RESOLUTION

Disputes may occur where multiple individuals collaborated in the creation of the IP, where a Student created IP through the use of significant University resources, or in the implementation of an agreement on ownership of IP, particularly where an IP owner wishes to publish or commercialize the IP. Disputes over ownership, in whole or in part, of Student-created IP should be dealt with promptly, in accordance with the following process:

- i. All parties who contributed to the creation of the work, including faculty members, Students, former Students, or Postdoctoral Fellows should meet to discuss the situation and attempt to informally resolve the matter.
- ii. If the parties involved are not able to informally resolve the dispute to the satisfaction of all participants claiming ownership to the IP, the Student claiming IP ownership should submit the concerns, in writing, with documentation relating to the creation of the IP, to the Vice-President, Research and Innovation.
- iii. The Vice-President, Research and Innovation (or designate) will follow up with all participants claiming ownership in the Student-created IP to provide informational support to help the parties further attempt to resolve their dispute.

7. POLICY REVIEW

This policy is subject to review within 5 years from the date of approval from Vice-President, Research and Innovation.

8. RELATED POLICIES, PROCEDURES, AND DOCUMENTS

[Authorship Policy](#)

[Commercialization Policy](#)

[WUFA IP Policy](#)