PURPOSE
To establish the ownership of intellectual property (IP) on the creation and development of works within the College, as identified in any agreements and supplementary documents.

SCOPE
All employees, volunteers, and students conducting research as a requirement of their academic program and associates (persons who are not employees or students of the College) who engage in projects using the College’s employees, students and/or resources.

DEFINITIONS

<table>
<thead>
<tr>
<th>Word/Term</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>ARI</td>
<td>Office of Applied Research and Innovation</td>
</tr>
<tr>
<td>Client</td>
<td>A College department or employee or third party (an external company, agency, person or organization) that seeks to and/or does collaborate on research projects through the Office of Applied Research and Innovation.</td>
</tr>
<tr>
<td>Collaborative Research Agreements (CRA)</td>
<td>Collaborative Research Agreements (CRA) are written agreements between Clients and the College that delineate the terms and rights and responsibilities of each party in a research project undertaken collaboratively between the College and the Client.</td>
</tr>
<tr>
<td>Confidentiality Agreements</td>
<td>Confidentiality Agreements are executed between the College and a third party to protect the IP of both parties. They may also be called a Non-Disclosure Agreement (NDA).</td>
</tr>
<tr>
<td>Copyright</td>
<td>Copyright means the right to produce, reproduce and copy works. Only the copyright owner has the right to decide when and how the work is to be copied. Copyright protection is automatic once the work is created, and applies whether or not a copyright statement appears on the material. For the purposes of this policy, copyright means, in relation to a work, the sole right to produce or reproduce the work or any substantial...</td>
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</table>
part of the work in any material form, including without limitation, in electronic form and to communicate electronic copies of the work.

**Intellectual Property (IP)**

Includes, for the purposes of this policy, all of the interests and rights to all Canadian and foreign registered, pending and common law, trade names and trademarks; all Canadian and foreign issued patents and pending applications therefore; all Canadian and foreign copyrights, whether or not registered; rights of publicity; franchises and all technology rights and licences, including computer software and all proprietary know-how, trade secrets, inventions, discoveries, developments, research and formulae, whether or not patentable; and all other proprietary information or property relating to works created at or in conjunction or in partnership with the College, and any improvements, updates, enhancements or modifications related to any of the foregoing.

**Licensing Agreements**

Licensing Agreements relate to written agreements between the College and third parties, in which the College grants the third parties the right to use materials proprietary to the College (or proprietary to others, and in which the College has licensing rights) upon terms and conditions set out in the written agreements.

**Moral Rights**

Whether or not the College owns the IP rights of a work, and in particular the copyright therein (pursuant to the Copyright Act, 1985), it will take steps to respect the moral rights of the authors or creators of the work. Specifically, it is understood that the author or creator has the right to request, where reasonable in the circumstances, to be given recognition of the work by name or by pseudonym; to remain anonymous; or to choose not to be associated with any modification of the work that is perceived to be prejudicial to his/her honour or reputation.

The author or creator’s moral right to the integrity of the work is infringed only if the work is distorted, modified or mutilated, or used in association with a product service, cause or institution, to the prejudice of the author or creator’s honour or reputation.

Moral rights may be waived in whole or in part, but they cannot be transferred to others.

**Product Licenses**

Product Licenses relate to licensing agreements between suppliers of proprietary products and materials, and the College, in which the College is granted the right to use those proprietary products and materials upon the terms and conditions set out in the product licences.

**POLICY**

1. **College Innovation and Discovery**

   One of the primary goals of the College is to encourage, promote and foster innovation and discovery by its employees, associates and students, in all fields of endeavour in which the College is
engaged. Where the College is the owner of the IP rights in a work that is worthy of commercial exploitation, the College may promote a revenue sharing relationship with the creator or creators of that work.

2. Employee Works of Innovation and Discovery

2.1 In the absence of any written agreement to the contrary between the College and an employee, the College shall be the owner of all IP rights in a work created by the employee in the course of employment with the College.

2.2 In determining whether a work has been created by an employee in the course of employment, the College will consider the following factors, which are not exhaustive:
   a. whether the employee created the work during prescribed working hours for the College;
   b. whether the employee created the work on College premises, or using College resources and property to do so;
   c. whether the College has remunerated or compensated the employee for the work.

2.3 Where the College owns the IP rights in a work, either by agreement with its author/creator, or pursuant to Section 2.2 above, the author/creator, shall have a non-exclusive right to use the work, provided the author/creator exploits the work only in the course of employment with the College, where the author/creator is a College employee, and only in the course of contractual relationship with the College, where the author/creator is an associate of the College and not an employee.

2.4 Where an employee creates a work outside the course of employment with the College or during the leave year of a prepaid leave program, without using the College’s resources, the employee shall be the owner of the IP rights in the work.

2.5 Where an employee intends to create a work during a professional development, such activity is to be described in the application for the leave. The application for professional development leave will also contain a statement, signed by the employee, his/her immediate supervisor and the Director, ARI, which sets out how any net profit from revenue generated by the commercial exploitation of such leave activity, may be shared between the College and the employee.

Any application for a professional development or prepaid leave shall be accompanied with, or contain, a statement in the following form:

In compliance with the College Intellectual Property policy, the College shall be the sole owner of the intellectual property in any work described in this document and created by the applicant. If the work is exploited and generates revenue, the applicant and the College shall share the net profit on revenue generated as follows: (insert agreed-upon formula).
Where a professional development leave is approved, the College shall own the IP rights in any work created and for which work the leave was granted.

2.6 Where an employee wishes to use College resources to create a work outside the course of employment, the employee shall first inform the College of the creation of the work, so that a mutually satisfactory written agreement covering, among other things, ownership, use and revenue sharing, can be negotiated before the work is developed. In the absence of such a written agreement, the College shall own the IP rights in the work created.

3. Non-Employee Work

Any agreement between the College and a person who is not an employee of the College, to develop or create a work using College facilities, will be written in a contract. The agreement will state that the College will be the owner of the IP in any work developed or created by the person. This policy may be adapted by written contract between the parties.

4. Joint Initiatives with Outside Parties

Where the College enters into an agreement with a person or persons for the development of a work in which IP subsists, the parties will ensure that a written agreement sets out their respective rights in the IP in the work, and any terms relating to the sharing of risk and revenue from the exploitation of the work.

5. Confidentiality Agreements

5.1 The College may sign Confidentiality Agreements with third parties seeking to conduct research or business using the College’s resources. The College has an approved Confidentiality Agreement template that can be signed on behalf of the College by the Director, Applied Research and Innovation. Where the third parties wish to amend the template or have the College sign a different Confidentiality Agreement, these documents will be reviewed by the Director, Finance and Administration Services and signed on behalf of the College by the President, Vice President, Administration or Presidential delegate. These Confidentiality Agreements are not applicable to students working on research projects. (see Section 5.2).

5.2 In instances where students are working with third parties on research projects as part of their course requirements or as volunteers and they are not being paid by the College for their work, the College will not be held responsible for breaches of confidentiality. In cases where the third party requires a Confidentiality Agreement, such agreements will be negotiated between the third party and the students working on the project. The College will provide templates and non-legally binding guidance to both parties.

6. Collaborative Research Agreements
The College will sign a Collaborative Research Agreements (CRA) with each Client that conducts a research project with the College. The College has an approved CRA template that can be signed on behalf of the College by the Director, Applied Research and Innovation. Where the third parties wish to amend the template or have the College sign a different CRA, these documents shall be reviewed by the Director, Finance and Administration Services and signed on behalf of the College by the President, Vice President, Administration or Presidential delegate.

7. Licensing Arrangements

7.1 Product Licenses

Where the College acquires a license to use a supplier’s product, ownership of the IP in the product being licensed shall be determined according to the provisions of the license. Where the license does not contain any provisions relating to IP ownership, it shall be presumed that the supplier is the owner. Any variations to the licence shall be made in writing.

7.2 Licensing Agreements

Where the College enters into a license agreement with a third party to permit that third party to use materials or property developed or acquired by the College, the license agreement shall be in a form approved by the Director, Applied Research and Innovation and a copy shall be deposited with the Office of Applied Research and Innovation and the Finance and Administration Services Office. The signatory for the College shall be the President or Vice President, Administration.

8. Student Work

8.1 Students will be the owners of the IP rights in the works they create, except in the following situations:

a. Where the College pays the students for the works they create, in which case the College shall own the IP rights;

b. Where the students use College resources and facilities to create the works, outside of their course requirements, in which case the students are required to obtain the College’s consent for the use of its resources and facilities. It is a condition to the giving of such consent, that the College and the students will enter into an agreement for the creation of the works. The agreement will provide among other things, for the ownership of any IP rights in the works to be created, the exploitation of the works by the students and the College, and the sharing of any revenue by the students and the College from such exploitation;

c. Where the students use College resources and facilities to create the works within their course requirements, in collaboration with a College or non-College Client.

9. Research Materials
A person wishing to gather research materials other than those specified in Section 101, must first obtain the prior approval of the College. Where the person has obtained the College’s approval, that person will be the owner of any IP rights in the research materials. Otherwise, the College shall be the owner of the IP rights.

10. Copyright Notice

Where the College is the owner of copyright in any works created according to this policy, or otherwise, it will place the following copyright notice in a conspicuous place in the works:

© [year of publication] Algonquin College of Applied Arts and Technology

Notwithstanding the above, consistent with the provisions of the Copyright Act (1985), the College will remain the owner of the copyright in all works created in the course of employment with the College, whether or not the work is marked with the copyright notice as described above.

11. Employee-Owned Work

The adoption and inclusion of employee-owned works in College course materials will be made only with the prior approval of the appropriate College administrator in accordance with Policy HR 12 Conflict of Interest.

12. Commercialization of IP

12.1 Where the College owns IP rights in a work which it wishes to commercialize, it may consult with the creator(s) on the best means for commercialization.

12.2 The author/creator of a work in which the College owns the IP rights may, with the College’s prior approval, pursue opportunities to exploit the work, and negotiate with third parties on behalf of the College. The College shall always be a party to any agreement resulting from such agreement. The agreement may provide that the author/creator of the exploited work is entitled to share in the revenues, as set out in the terms of the agreement.

13. The Office of Applied Research and Innovation

The Office of Applied Research and Innovation (ARI) is established to assist staff to deal effectively and efficiently with IP issues and to ensure that there is consistency in the manner in which research issues are addressed and decisions are made. To maximize the benefits to the College from the creation of works in which IP rights may exist, ARI will serve as a resource centre for IP, including license agreements, technology development agreements, and revenue sharing agreements. A copy of any agreement dealing with research and/or IP will be deposited with the ARI.

14. Use of Algonquin’s Name on Created Works
The College has the right to be recognized or acknowledged in, or in association with, any work created in the course of employment/studies, by an Algonquin employee, student, or person with whom the College is dealing, or to be disassociated from the work, and for work not created in the course of employment/studies as mutually agreed upon.

### PROCEDURE

<table>
<thead>
<tr>
<th>ACTION</th>
<th>RESPONSIBILITY</th>
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<tbody>
<tr>
<td><strong>1. Disclosure of IP</strong></td>
<td></td>
</tr>
<tr>
<td>1.1 Disclose the developed IP, that is or may be owned by the College, to ARI prior to any public disclosures.</td>
<td>Employee, student, volunteer</td>
</tr>
<tr>
<td>1.2 Register and acknowledge the disclosure in writing to the disclosing party within ten (10) working days.</td>
<td>Director, ARI</td>
</tr>
<tr>
<td><strong>2. Exploitation of Intellectual Property (IP)</strong></td>
<td></td>
</tr>
<tr>
<td>2.1 Work with the disclosing party and any third parties involved in the research to determine the exploitability of the IP.</td>
<td>Director/Project Manager, ARI</td>
</tr>
<tr>
<td>2.2 Negotiate a License Agreement with the disclosing party and any third parties as applicable, if the IP is exploitable.</td>
<td>Director/Project Manager, ARI</td>
</tr>
<tr>
<td>2.3 If the IP is not exploitable, keep or release the IP to the disclosing party, the client and/or the public domain at his/her discretion.</td>
<td>President</td>
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</tbody>
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### SUPPORTING DOCUMENTATION

None

### RELATED POLICIES

- AA34 Copyright
- HR 02 Professional Development Leave
- HR 12 Conflict of Interest
- RE 01 Research Administration
- RE 02 Integrity in Research and Scholarship
- RE 03 Research Involving Humans

### RELATED MATERIALS

- Academic Employee Collective Agreement
- [http://www2.algonquincollege.com/hr/files/2011/01/AcadCollectiveAgreement20092012_E.pdf](http://www2.algonquincollege.com/hr/files/2011/01/AcadCollectiveAgreement20092012_E.pdf)
- Support Staff Employee Collective Agreement
TEMPLATES IN SUPPORT OF POLICY RE 05: INTELLECTUAL PROPERTY
The two templates in support of this policy are available from the Office of Applied Research and Innovation

1. Confidentiality Agreement Template
2. Collaborative Research Agreement Template