

INTELLECTUAL PROPERTY POLICY			
<b>Effective Date</b>	14 May 2020	<b>Policy Type</b>	Academic
<b>Responsibility</b>	Director, Research and Innovation (Intellectual Property Officer)	<b>Cross-Reference</b>	<ol style="list-style-type: none"> <li>1. Integrity in Research and Innovation Policy</li> <li>2. Research Grants and Contracts Policy</li> <li>3. Use of Copyright Materials Policy</li> <li>4. College Involvement in Commercialization Policy</li> <li>5. Copyright Act of Canada</li> </ol>
<b>Approver</b>	Academic Council	<b>Appendices</b>	N/A
<b>Review Schedule</b>	Every 5 years		

## 1. Policy Statement

- 1.1. This policy addresses principles of ownership of Intellectual Property for GPRC employees, students, and contractors.

## 2. Background

- 2.1. GPRC embraces the principles of free and open access to information.
- 2.2. GPRC is accountable to its communities and to the people of Canada for the outcomes of research, creative works, and other scholarly initiatives derived from public funding sources.
- 2.3. GPRC supports inventive, scholarly and creative activity, and is committed to ensuring that the interests of the College, its students, and its employees are safeguarded.

## 3. Policy Objective

- 3.1. Provide a comprehensive framework for understanding the ownership and transfer of intellectual property by employees of GPRC.
- 3.2. Protect the rights and interests of the College, its students and its employees.
- 3.3. Protect the rights and interests of community, industry, and the public.
- 3.4. Avoid or mitigate disputes arising from questions of ownership.

## 4. Scope

- 4.1. This policy applies to all Intellectual Property generated by GPRC employees, students, and persons under contract to GPRC.
- 4.2. This policy does not apply to Intellectual Property created by an individual before or after they are employed by, enrolled at, or contracted by GPRC.
- 4.3. External agencies, businesses, or other organizations providing funding for research, curriculum development, or some other work may require the signing of agreements or contracts that impose conditions or requirements superseding elements of this policy.

## 5. Definitions

- 5.1. **Assignment:** the act of transferring an interest in property or some right (such as contract benefits) to another.
- 5.2. **College:** refers to Grande Prairie Regional College (GPRC)
- 5.3. **College or GPRC support:** includes, but is not limited to, the use of GPRC funds, staff time and expertise, facilities, equipment, materials, technological information, or proprietary know-how. An employee's reasonable use (casual or minimal) of College infrastructure, equipment, support services, and/or the exchange of information is not considered GPRC support.
- 5.4. **Contractor:** any individual or company who provides services to GPRC under a service contract (i.e. a non-employee-employer relationship).
- 5.5. **Copyright:** the legal right to reproduce, copy, perform, film, or record a written, musical, artistic, or literary work, pursuant to the Copyright Act of Canada as amended or re-enacted from time to time, or to any successor legislation.
  - 5.5.1. External Reference: Section 3.1 of the Copyright Act.
- 5.6. **Creator(s):** the individual(s) making a substantial intellectual contribution to the development of Intellectual Property. The creator's contribution must be critical to the Intellectual Property's main conclusions.
- 5.7. **Employee or staff:** any person who is employed by GPRC or who provides services to GPRC under an employment contract.
  - 5.7.1. **Academic staff:** An employee covered under the Academic Staff Association Collective Agreement.
  - 5.7.2. **Research Staff:** An employee not covered by the Academic Staff Association Collective Agreement whose primary employment role is to undertake academic work as part of a GPRC research initiative.
- 5.8. **Intellectual Property:** non-tangible property that is the result of a creative or intellectual process. It can include scientific or scholarly work, inventions and innovations, and literary and artistic works. Legally recognized forms of intellectual property include Trademark, Patents, Industrial Designs, Copyright, and Trade Secrets.
- 5.9. **Intellectual Property Officer:** Person or persons appointed by the College to be responsible for administration of College policies relating to intellectual property and ownership.
- 5.10. **Moral Rights:** the right of the Creator of a work to have the integrity of the work maintained and to be named as its author.
  - 5.10.1. External Reference: section 14.1 of the Copyright Act
- 5.11. **Ownership:** entitlement to the moral and material interests of intellectual property; the right to use, reproduce, develop, alter, and/or commercialize intellectual property and control revenues derived from it.
- 5.12. **Patent:** a set of exclusive rights that protect new inventions, such as new or improved materials, products, or processes.
- 5.13. **Research:** an undertaking intended to extend knowledge through disciplined inquiry or systematic investigation. The production of research is part of the role of GPRC academic staff.
- 5.14. **Student:** any person registered in a GPRC credit course. A GPRC employee registered as a student remains an employee for the purposes of this policy.

- 5.15. **Third party:** an industry, business, municipality or not-for-profit organization on whose behalf a GPRC employee, student, or other college representative produces Intellectual Property under a written agreement or contract.
- 5.16. **Work(s):**
  - 5.16.1. **Employee work(s):** Intellectual property produced by a GPRC Employee in relation to their role.
    - 5.16.1.1. **Commissioned:** work undertaken outside of the employee's normal role at the invitation of GPRC, separately compensated or rewarded through a written or verbal agreement.
    - 5.16.1.2. **Discretionary:** work initiated by the employee toward the fulfillment of a program of research or otherwise related to their role. Discretionary works can include self-initiated voluntary work that results in improvements or additions to GPRC processes, programs, and materials.
  - 5.16.2. **Personal work(s):** works created by a GPRC Employee outside the scope of employment. Such work includes independent scholarly work, conducted by academic staff without College support, and is not included in the person's record of professional activities.

## 6. Guiding Principles

- 6.1 An Employee who creates intellectual property in the course of employment with GPRC shall have a non-transferrable, royalty-free license to use their Intellectual Property for non-commercial education and research purposes, even if they do not retain sole or partial ownership.
- 6.2. Ownership as negotiated by agreement
  - 6.2.1. Intellectual property is developed in a variety of unique circumstances and it is infeasible to predict and prescribe a course of action for every conceivable situation.
  - 6.2.2. GPRC commits to taking a reasonable approach to Intellectual Property ownership that prioritizes preserving GPRC's creative and innovative culture.
  - 6.2.3. Shared ownership of Intellectual Property can be negotiated at any stage of the creation process; however, employees are encouraged to initiate a dialogue with the College, beginning with a direct supervisor, before beginning work on the Intellectual Property. GPRC Research and Innovation can provide staff and students guidance on the protection of their IP, including the seeking of independent legal counsel.
    - 6.2.3.1. Direct supervisors and other college representatives will maintain strict confidentiality in all discussions of Intellectual Property.
    - 6.2.3.2. GPRC RI will keep secure records of IP negotiations and agreements concerning employees and students, including those between collaborators, or where GPRC holds no share of ownership in the IP, for the life of the agreements, plus five years.
  - 6.2.4. The Intellectual Property Officer can be consulted as a resource on discussions and disputes surrounding the ownership of Intellectual Property.
- 6.3. Ownership by the Creator
  - 6.3.1. Unless a prior agreement defines ownership otherwise, sole ownership of Intellectual Property resides with the Creator in the following circumstances:
    - 6.3.1.1. Student work completed within a course of study at GPRC.
    - 6.3.1.2. Student work where the student is compensated with public funds in the form of a grant, stipend, or scholarship.
    - 6.3.1.3. Personal Work completed without College support.

6.3.1.4 Discretionary Work by Academic Staff in the undertaking of their teaching responsibilities, where no College support has been provided.

6.3.1.5 Scholarly course, thesis, practicum, or dissertation work undertaken by a GPRC employee as a requirement of their enrolment in a program of studies at another institution, where GPRC has neither commissioned the work, nor entered into a shared IP agreement with the admitting institution. In all cases, the work will be subject to the IP policies of the admitting institution.

## 6.4 GPRC Ownership

6.4.1 Unless a prior written agreement defines ownership otherwise, sole ownership of Intellectual Property resides with GPRC in the following circumstances:

6.4.1.1. Commissioned Employee Work.

6.4.1.2. Discretionary Employee Work created by non-academic staff using College support.

6.4.1.3. Work produced by a Student that is commissioned and compensated by the College under a written agreement.

6.4.1.4 Work produced by contractors on behalf of GPRC.

## 6.5 Joint Ownership

6.5.1 Unless a prior written agreement defines ownership otherwise, ownership will be shared equally between the College and the Creator(s) in the following circumstances:

6.5.1.1 Discretionary Employee Work created by Academic Staff where the College has provided support or access to public funds for its creation.

6.5.1.2. Personal works or discretionary employee works funded by public agencies or using any funds granted to or by GPRC.

6.5.1.3. Personal works created with College support.

6.5.1.4 Scholarly course, thesis, practicum, or dissertation work undertaken by a GPRC employee as a requirement of their enrolment in a program of studies at another institution, where GPRC has entered into a tuition funding agreement with the employee, commissioned the work, or entered into a shared IP agreement with the admitting institution. Agreements under this clause must not contravene the academic integrity policies of the admitting institution.

## 6.6 Third-Party Ownership

6.6.1. Unless a prior written agreement defines ownership otherwise, sole ownership of Intellectual Property will reside with the third party under the following circumstances:

6.6.1.1. Employee or student work produced on behalf of and compensated by a third party under written agreement.

## 7. Roles and Responsibilities

Stakeholder	Responsibilities
Academic Council	<ul style="list-style-type: none"><li>• Approve this policy.</li></ul>
Vice-President, Academics and Research	<ul style="list-style-type: none"><li>• Review on an ongoing basis and formally support this policy.</li></ul>
Intellectual Property Officer	<ul style="list-style-type: none"><li>• Clearly define the roles and responsibilities of all those involved in the implementation and/or monitoring of the policy requirements.</li></ul>

## 8. Exceptions to the Policy

- 8.1. There are no exceptions to this policy, unless necessitated by relevant interpretations or changes in Intellectual Property law.

## 9. Inquiries

- 9.1. Intellectual Property Officer

## 10. Amendments (Revision History)

- 10.1. First approved 2017
- 10.2. Revised 2020
- 10.3. Approved by Academic Council 14 May 2020