

Title **Policy on Intellectual Property**

Effective Date

October 16, 2003

Replaces

n/a

The following principles shall guide all activities and transactions related to the development and commercialization to intellectual property at the College.

1. Intellectual Property (hereinafter “IP”) shall mean for this policy any technology, invention, formula, method, development, computer software (including source code and all related documentation), process, know how, pattern, machine, device, manufacture, composition of material, compilation of information, data, database, or any improvement thereof, and including all related intellectual property rights such as patents, copyrights, trade secrets, trade-marks and other proprietary rights, which was, in whole or in part, conceived or reduced to practice.
2. This policy applies to any IP that is developed by an employee of the College.
3. The College has an interest in IP whenever the IP is developed using funds (including salaries), equipment or facilities of the College, hereinafter “College Resources.” College Resources also include contributions (including cash and in-kind) from any formal or informal sponsor of the College.
4. Wherever IP having commercial potential arises in which the College has an interest, the IP’s inventor(s), creator(s), co-inventor(s) or co-creator(s) shall promptly disclose particulars of the IP to the College, through the College’s Research and Development Office (“RDO”), no later than 30 days after the IP arises.
 - a) If in doubt about there being commercial potential, the RDO shall be consulted.
 - b) Any rights or potential rights in the IP held by third parties shall be included in this disclosure to the College.
 - c) Details of any IP that is or may become subject to disclosure under this policy shall be kept confidential from one third party or from public dissemination unless it is first cleared by the College through the Research and Development office.
 - d) Disclosure obligations are continuing, so that any post-disclosure change in IP or related rights must also be disclosed in the same manner.

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5. Where the College has an interest in IP that has commercial potential, the College and any of its employees who may be the IP's inventor(s), creator(s), co-inventor(s) or co-creator(s) shall enter into an agreement (hereinafter "IP Contract") regarding their respective rights in relation to the IP as between the College and such employee(s). For greater certainty, such IP Contract shall deal at least with the following rights, and may deal with other rights as well:
 - a) Ownership of the IP
 - b) Formal and/or informal protection of the IP
 - c) Confidentiality and non-disclosure
 - d) Moral rights (for copyright IP)
 - e) Right to publication
 - f) Third party rights
 - g) Commercialization of the IP
 - h) Perpetual, royalty-free licensing of the IP to the College for internal educational and/or research purposes
 - i) Distribution of the net proceeds of the commercialization of the IP
 - j) Record keeping in relation to the IP
6. Wherever the College takes part in a project where there is reasonable prospect of IP arising in which the College has an interest and which has commercial potential, the employees involved and the College should enter into an IP Contract from the outset.
7. This policy shall not be interpreted so as to reduce the rights of any College employee as found in his or her collective agreement.
8. Nothing in this policy shall be interpreted so as to hinder a College student's academic advancement. The only exceptions will be in the areas of confidentiality and publication, in which case a student may be required to delay publication for not longer than 12 months after it arises where the student is inventor, co-inventor, creator or co-creator.