

## **Huron University College Intellectual Property Rights Policy**

### **Definitions**

#### 1.1

Intellectual property means any result of intellectual or artistic activity created by a faculty member that can be owned by a person. Intellectual property includes, but is not limited to: inventions, publications, computer software, works of visual art and music, industrial and artistic designs, plant cultivars, integrated circuit topography as well as all other creations that can be protected under patent, copyright, trademark or other statutory means.

#### 1.2

Commercialization means any activity relating to the protection, use, sale, transfer, license, marketing, duplication, or other disposition of Intellectual Property for commercial purposes.

#### 1.3

Employer, for the purposes of this policy, means Huron University College.

#### 1.4

Faculty member, for the purposes of this policy, means a member of the Huron University College Faculty Association.

### **Intellectual Property**

#### 2.1

The Executive Board of Huron University College and the Huron University College Faculty Association recognize that the common good of society depends upon the unfettered search for knowledge in all fields of study and upon its free exposition.

#### 2.2

In order that the faculty member retains control over the direction, integrity and use of his or her scholarly work, as a general principle, ownership of all types of intellectual property shall rest with the faculty member who creates it. Such ownership is recognized as an integral part of academic freedom.

Notwithstanding the above, Intellectual Property that is developed as a result of a contractual relationship other than Employee/Employer, shall be considered to be owned by those parties to the contract. (See Special Conditions of Ownership).

### 2.3

No Faculty member shall be obliged to engage in the commercial exploitation of his or her scholarly work, nor to provide commercial justification for it.

### 2.4

The Administration of Huron University College shall not enter into any agreement with a third party (including an agreement to administer funds) that alters or abridges, or has the effect of altering or abridging, the intellectual property rights of a Faculty member under this agreement.

### 2.5

In the event that the Canadian *Copyright Act* or *Patent Act* or other similar intellectual property legislation is amended to the extent that this policy requires revision, the parties shall re-open this policy.

## **Special Conditions of Ownership**

3.1 It is recognized that the Faculty Member may create Intellectual Property in collaboration with other Faculty members, or in collaboration with other non-faculty employees of the Huron University College community or with individuals not associated with the Employer.

### 3.1.1

Where a Faculty member undertakes Research where it is envisaged that the creation of Intellectual Property might occur, and does so in collaboration with other non-faculty employees of the University community, the Faculty member shall, at the outset of the Research, establish in writing, and with the agreement of the collaborator(s) and the Employer, how the ownership of any Intellectual Property, and any Net Income generated therefrom, would be shared between them, taking into consideration each party's obligations to the Employer and/or others.

3.1.2. Where a Faculty member undertakes Research that leads to the creation of Intellectual Property that was not envisaged, and does so in collaboration with other non-faculty employees of the University community, the Faculty member shall establish, in writing and with the agreement of the collaborator(s) and the Employer, how the ownership of the Intellectual Property, and any Net Income generated therefrom, will be shared between them, taking into consideration each party's obligations to the Employer and/or others.

3.1.3. In the event that the ownership rights of intellectual property become a matter of dispute, the matter shall first be attempted to be resolved internally between the parties. Where there is no resolution the matter may be submitted to mediation before an individual experienced in such matters and mutually agreed upon by the Employer and the Faculty Association and other parties with a vested interest.

### 3.2

Where the Faculty member has assigned his or her ownership rights in the Intellectual property to Huron University College, the Intellectual property is then owned by Huron University College.

### 3.3

Where the Intellectual Property is developed in the course of research sponsored by a third party pursuant to a written agreement between the third party and Huron University College on behalf of the Faculty member, ownership and publishing rights are determined by specific terms of the agreement.

## **Right to Publish**

### 4.1

The University is an open environment for the pursuit of scholarly work. Academic freedom and critical inquiry depend on the communication of the findings and results of intellectual investigation. The Administration of Huron University College shall not interfere with a Faculty member's freedom to publish the results of scholarly inquiry and research, except for limitations imposed by duly constituted research ethics boards.

The Administration of Huron University College shall refuse to enter into or administer any research agreement or grant that allows the funders or other third party to infringe on Faculty members' freedom to publish the results of research, except in extraordinary circumstances where, to protect by statute intellectual property, a maximum publication delay of two months from the conclusion of a research project may be accepted.

## **Obligation to Disclose Risks and Threats**

### 5.1

Faculty members shall have an absolute right publically to disclose information about risks and threats (known or suspected) to research participants or to the general public or threats to the public interest that become known in the course of their research.

## **Copyright**

### 6.1

Copyright applies to all original literary, dramatic, artistic and musical works as well as sound and video recordings, performer's performances and communication signals.

### 6.2

Works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers,

lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.

### 6.3

All copyright belongs to the Faculty member or members who create the work even if it is produced during the course of employment and with the use of the College's facilities and resources, except in those cases where there is a written contract to the contrary which assigns the copyright in another form.

### 6.4

The Huron University College Faculty Association shall be a party to all negotiations in the cases in which there is a written contract assigning the copyright of the work created by a Faculty member to the College.

### 6.5

No contract or written agreement between the Administration of Huron University College and a Faculty member shall contain a clause waiving moral rights<sup>1</sup>.

### 6.6

In the event that an original work is the creation of more than one Faculty member, the provisions of this policy apply on a pro rata basis to all the creators of the work.

### 6.7

In the event that the Administration or assignee relinquishes the rights in any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.

## **Patents**

### 7.1

The discovery of patentable inventions is not a basic purpose of university research, nor is it a condition for support of such research. The Administration of Huron University College agrees that the Faculty member shall have no obligation to seek patent protection for the results of scientific or other work or to modify research to enhance patentability. The Administration of Huron University College further agrees that the faculty member has the unqualified right to publish his or her inventions.

### 7.2

Faculty members are the owners of the intellectual property rights in any invention, improvement, design or development that they create in the course of their employment even if it was produced with the College's facilities and resources, except in those cases where there is a written contract to the contrary which assigns the property in another form.

### 7.3

The Huron University College Faculty Association shall be a party to all negotiations in the cases in which there is a written contract assigning the property or work created by a faculty member to the College.

### 7.4

In the event that an invention, improvement, design or development is the creation of more than one Faculty member, the provisions of this policy apply on a pro rata basis to all the Faculty members who are creators of the work.

### 7.5

In the event that the Administration of Huron University College or assignee relinquishes the rights in any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.

### 7.6

The Administration of Huron University College has no claim to the revenue arising from any invention, improvement, design or development made by Faculty members without the use of the College's time, resources, or facilities.

### 7.7

Should the Administration of Huron University College have a valid claim on the revenue arising from any invention, improvement, design or development because of the use of the College's time, resources or facilities by the Faculty member, the Faculty member and the Administration shall share in the net revenues arising from a discovery on a fair and reasonable basis. "Net revenues" means the revenues after deduction of all costs incurred by the Faculty member and/or the College for patent searches, for obtaining patent protection, for maintaining such protection in Canada and other countries and for commercializing the discovery.

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<sup>1</sup> Moral rights include the rights of a creator to be identified with a work, to maintain the integrity of a work and their honor and reputation with respect to the work.

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