

Part 5 - Academic

Intellectual Property Policy POL 587

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| Policy Type: | Management with Academic Implications | | |
| Policy Sponsor: | Provost and Vice-President Academic | Effective: | June 1, 2010 |
| Office of Administrative Responsibility: | Associate Vice-President Research | Last Reviewed: | May 2010 |
| Approver: | Board of Governors | Approved: | May 31, 2010 |

A. OVERVIEW

Intellectual Property (IP) refers to ideas, designs and other inventions that are or can be protected under various laws. In the course of fulfilling Mount Royal's mission, MRU Members will produce Intellectual Property that may be of benefit to society.

Generally, the position of Mount Royal is that the Creators of Intellectual Property in the areas of teaching and research should retain the rights to it. In cases where IP is created in the course of regular, non-academic employment and/or directly Commissioned, the University shall own the relevant IP. Where IP created in the former case is commercialized and Specialized University Resources have been used, the Creators will retain ownership, however the University will share in any revenue generated from the commercialized IP.

As part of its commitment to academic freedom, Mount Royal seeks to preserve the rights of the Creator when considering the extent and timing of any communication and publication of results and when dealing with third party arrangements respecting IP.

B. PURPOSE

To encourage creation, research and development and, where appropriate, Commercialization, while ensuring that academic freedom is maintained, and that the interests of Mount Royal Members, as well as the University itself, are safeguarded.

C. SCOPE

This policy applies to all Mount Royal Members that make or develop Intellectual Property with or without University Resources. It also applies, with necessary changes, to external contractors if the terms of their contracts with the University do not specify ownership of the IP produced under the terms of the contract.

This policy does not apply to IP created by Independent Efforts, in the course of demonstrably private research, or in the course of private consulting activities to outside bodies. It also does not apply to ideas or material created during previous or concurrent employment at other institutions.

In areas where locally and externally created Intellectual Property intersect, such as bringing pre-existing materials into teaching or research, it is important for the Creator(s) to

clearly delineate the two by, for example, providing a disclosure in cases where they do not own the pre-existing IP.

D. POLICY STATEMENT

This policy is subject to the copyright provisions in the collective agreement between the Board of Governors of Mount Royal University and the Mount Royal Faculty Association.

When Academic Members create Intellectual Property as part of their teaching, research, and academic work, they will own the IP they create, subject to the exceptions and limitations herein. Any Intellectual Property created by Non-Academic Members in the course of their job description or assigned work shall be owned by the University. If Non-Academic Members create Intellectual Property with Independent Efforts, they shall own the Intellectual Property.

Should the Creator(s) of the Intellectual Property choose to commercially exploit the IP, the University will only exercise its right to share in the revenue earned from such Commercialization if the IP was created through the use of Specialized University Resources, as defined herein. Further details are specified in the University policy on *Commercialization of Intellectual Property*.

In externally-sponsored or contract research activities, ownership of Intellectual Property may be determined in whole or in part by regulations of the sponsor or the terms of the contract. As detailed in the University policy on *Research Agreements*, the Office of the Associate Vice-President Research must be involved in any contract negotiations with external sponsors. Academic Members participating in these research activities must be made aware of any such regulations or contract terms by the principal investigator (i.e. the leader of the research project). Where there are no contract stipulations regarding ownership, the Creator(s) may own the IP, subject to the terms listed herein and the law. The terms of the contract or agreement will determine if the external funds constitute Specialized University Resources.

Exceptions and Limitations

Exceptions to the above are as follows:

1. Where the Mount Royal Member has entered into an agreement with the University to the contrary, that agreement takes precedence.
2. The University retains ownership of IP resulting from projects specifically Commissioned by the University.
3. The University owns IP created by Members engaging in Non-Academic Activities in the course of their employment. Where IP is created in this manner and through teaching, research and academic work, ownership shall be shared between the University and the Member. In such a case the University and the Member shall enter into a Mount Royal Copyright Contract where the division of ownership will be explicitly defined. If a Non-Academic Member has gone beyond his/her job duties in the development of the Intellectual Property, the Non-Academic Member may have a claim of joint ownership in the relevant work.
4. To the extent that ownership of Intellectual Property governed by this policy is vested in Mount Royal Members, and University Resources have been used to develop the

Intellectual Property, the Member shall grant a perpetual, non-exclusive, royalty-free license in favour of the University for teaching (including distance and continuing education), duplication, internal distribution, research and other non-commercial purposes, and for data archiving purposes as described in the University policy on [Integrity in Research and Scholarship: Collection, Storage and Authenticity of Data](#). Such licenses are subject to the exceptions and limitations contained in this policy and in collective agreements, including the rights of the Creator to negotiate control with respect to nature of use and obsolescence.

5. Any additional exceptions specified in this policy or associated procedures.

E. DEFINITIONS

In this policy, the following terms, when capitalized, shall have the following meanings:

Academic Members shall include full-time and part-time instructors teaching credit courses, any other person teaching a credit course, counsellors, educational developers, librarians, those persons from time to time designated “Academic Members” by the Board, and any other person teaching non-credit courses. It shall also include teaching assistants, post-doctoral fellows, research fellows, undergraduates and other students.

Commercialization shall mean activities undertaken in order to commercially exploit Intellectual Property. Commercialization includes sale, assignment or licensing of IP or manufacturing or production of goods and/or Services using Intellectual Property as well as protection of IP, with the goal of financial return.

Commissioned shall mean written contracts entered into between an MRU Member and Mount Royal to develop or create specific products (such as an online version of a course).

Copyright shall mean the rights granted for specified periods pursuant to the *Copyright Act* (Canada), as amended or re-enacted from time to time, or any successor legislation.

Creator shall mean the person or persons who create Intellectual Property.

Independent Efforts with regard to Intellectual Property means that the ideas for the Intellectual Property came from the Creator, the Intellectual Property was not made with the use of University Resources, and is not related to the Creator's responsibilities, work or employment at the institution.

Intellectual Property or IP shall mean any result of intellectual or artistic activity created by a person, that can be owned by that person including but not limited to: Works, data, inventions, ideas, patents, patent applications, industrial designs, trade-marks, trade names, domain names, integrated circuit topographies, plant varieties, computer programs, circuits, biological material, chemical or other compositions of matter, know-how, confidential information and trade secrets, which can be registered or otherwise protected under the law.

Mount Royal Members or Members shall include both Academic and Non-Academic Members.

Non-Academic Activities shall include activities of Non-Academic Members, or any activities of Academic Members, that are not directly related to teaching or scholarly

research. This includes Commissioned teaching support material development by Non-Academic Members, or specifically Commissioned research support, such as developing a figure or graphic for a publication.

Non-Academic Members shall include full-time and part-time administrative, professional, support staff and other persons paid by or through the University and anyone working under University auspices.

Specialized University Resources shall mean University Resources that would not normally be utilized by the individual in the normal course of duties and would require University funding either directly or indirectly. Examples include, but are not limited to, MRU funded grants for the project in excess of \$10,000, scientific instrumentation, specialized library resources or personnel, additional teaching release for faculty, or the use of research labs. External funding may be included, depending on the nature of the contract, awards agreement, or funding agency policy. Examples of resources that do not apply include the portion of a standard faculty workload dedicated to research, use of an office computer, or hiring research assistants using grant funds. The determination of what constitutes Specialized University Resources in a particular context shall be made, in writing, at the outset of commercialization activities, and signed by the Creator and the Dean/Director of the relevant Faculty/Unit. Otherwise, the Dean/Director shall make the determination. Such a determination is subject to the dispute resolution process set out in the *Intellectual Property Procedures*.

University shall mean Mount Royal University.

University Resources shall include the use of University funds, University staff, facilities, equipment, materials, technological information, or proprietary know-how.