

S.E.A.R.C.H. Canada

Policy for Protection of Intellectual Property of S.E.A.R.C.H. Canada

Section 1 - Purpose

The purpose of the SEARCH Intellectual Property Policy is, generally, to maintain the integrity of the SEARCH programs, and specifically:

1. to recognize and facilitate the central role of S.E.A.R.C.H. Canada in developing, using and disseminating intellectual property related to its programs and activities;
2. to permit S.E.A.R.C.H. Canada, creators of the intellectual property, faculty, members of S.E.A.R.C.H. Canada and other stakeholders to use the intellectual property, as appropriate;
3. to provide a mechanism to identify, disclose and record valuable intellectual property;
4. to determine who owns intellectual property (including joint owners);
5. to ensure appropriate steps are taken to protect intellectual property;

Section 2 - Nature of Intellectual Property

Intellectual Property generally includes all information, data, artistic and literary works, concepts, designs, processes, software, algorithms and inventions, including, without limitation, those that could be the subject of patent, copyright, industrial design, trade secret or other forms of protection.

The primary types of intellectual property that are anticipated to be created in connection with the SEARCH programs would be:

1. Copyrightable works – including course outlines, course content, application software and similar materials
2. Know-how and confidential information.
3. Trademarks and brand recognition.

This is similar to the intellectual property that was created during the period that the SEARCH programs were operated under the auspices of Alberta Heritage Foundation for Medical Research ("AHFMR"). With respect to intellectual property previously created, S.E.A.R.C.H. Canada will seek to obtain such use or ownership rights as are necessary or beneficial to preserve the integrity of SEARCH programs, to enhance the value of the SEARCH programs, to ensure that S.E.A.R.C.H. Canada is the repository of all use and ownership rights as are necessary to maximize the benefits generated from the SEARCH programs.

Section 3 - Identifying and Recording Intellectual Property

S.E.A.R.C.H. Canada will adopt standard agreements with respect to employees, consultants, customers, suppliers, contractors, faculty, collaborators, partners, SEARCH participants and other creators and potential creators of intellectual property that contain provisions requiring:

1. Prompt disclosure by the author, creator or inventor of any new intellectual property that is conceived, created or developed in carrying out the activities under the contract, developing or delivering SEARCH programs or as a result of use of any of S.E.A.R.C.H. Canada's existing intellectual property.
2. Assessment of the value (direct monetary value and indirect value) of intellectual property to S.E.A.R.C.H. Canada and the SEARCH program.
3. Allocation of use rights, consistent with Section 5 of this Policy.
4. Determination of who owns the intellectual property (creator, employer, S.E.A.R.C.H. Canada, joint) consistent with Section 4 of this Policy.
5. Appropriate steps to be taken to protect the intellectual property, consistent with Section 6 of this Policy.

Section 4 – Ownership

The objectives of the ownership portion of SEARCH's Intellectual Property Policy are:

1. to ensure that S.E.A.R.C.H. Canada has the unencumbered ability to provide the SEARCH programs;
2. to create a single (but not exclusive) repository in S.E.A.R.C.H. Canada for use rights of all intellectual property related to the SEARCH programs;
3. to maintain the integrity of the SEARCH programs;

Intellectual Property Policy



4. to enhance the value of the SEARCH programs;
5. to maximize the benefits of the SEARCH programs to all stakeholders and generally to residents of the Province of Alberta.

With respect to copyrightable works, know-how and confidential information (which general terms will apply most particularly to course materials, course content and the electronic delivery environment), S.E.A.R.C.H. Canada's preferred result would be to have the author or creator assign ownership to S.E.A.R.C.H. Canada and give permission to S.E.A.R.C.H. Canada to modify, enhance and further develop such materials.

Other alternatives would be:

- (a) the author or creator retains ownership and grants S.E.A.R.C.H. Canada a licence to use the intellectual property in connection with the development and delivery of the SEARCH programs;
- (b) the institution or company that employs the author or creator owns the intellectual property and grants S.E.A.R.C.H. Canada a licence to use the intellectual property in connection with the development and delivery of the SEARCH programs;
- (c) joint ownership of the intellectual property (author or creator, employer, S.E.A.R.C.H. Canada, as appropriate).

In each of the alternative cases, a licence or other appropriate agreement would need to ensure that S.E.A.R.C.H. Canada has the exclusive right to deliver the SEARCH programs, while also preserving the right of the author or creator to make use of the intellectual property in ways that do not compete with the SEARCH programs.

In all cases, any applicable guidelines related to academic publication or attribution and any existing intellectual property policies of S.E.A.R.C.H. Canada Members will be taken into account.

With respect to trademarks and branding, all trademarks and brands developed by, for or on behalf of S.E.A.R.C.H. Canada will be owned by (and if necessary, assigned to) S.E.A.R.C.H. Canada.

Section 5 – Use Rights

S.E.A.R.C.H. Canada will seek to balance its objectives outlined in Section 4 with the rights of others (including people who have authored or created intellectual property, faculty, members of S.E.A.R.C.H. Canada and other stakeholders) to use the

Intellectual Property Policy



intellectual property in non-competitive ways. The governing principle will be to protect the value of the SEARCH programs against any dilution or diminution, but otherwise impose minimal restrictions and encumbrances on authors, creators and faculty to use that which they have authored or created in their other academic endeavours.

To that end, with respect to intellectual property that may be owned or controlled by S.E.A.R.C.H. Canada, S.E.A.R.C.H. Canada will grant appropriate licences or other permissions to use such intellectual property, on the condition that the SEARCH program, as a whole or any parts, will not be used in competition with S.E.A.R.C.H. Canada.

S.E.A.R.C.H. Canada will also seek to facilitate and catalyze collaborations with respect to seeking project funding and submitting proposals and grant applications.

S.E.A.R.C.H. Canada will maintain appropriate control over the use of its trademarks and branding.

Section 6 – Protection

With respect to copyrightable works, the owner, whether S.E.A.R.C.H. Canada, the author/creator or the author/creator's employer, will take appropriate steps to mark all such works with appropriate notices and claims of copyright.

Assignments, whether to S.E.A.R.C.H. Canada or the author/creator's employer, as appropriate, will be in writing and copies provided to all interested parties.

Written permission will be obtained from the author/creator allowing S.E.A.R.C.H. Canada to modify, enhance and further develop the works as part of the ongoing development of the SEARCH programs.

Consideration will be given to registering copyright in appropriate situations with appropriate intellectual property offices.

Agreements will be negotiated and signed whenever necessary to protect intellectual property rights (see Section 7). Permissions to others to use intellectual property will also be controlled by written agreements. Intellectual property will not be lent or transferred to others, nor will others be permitted to use intellectual property, whether alone or in collaboration with representatives of S.E.A.R.C.H. Canada, except pursuant to an approved agreement. The permissions and agreements referred to in this paragraph may cover groups or categories of intellectual property, or single items, as appropriate.

All confidential information shall be recorded and marked as confidential and shall be retained in secure locations. S.E.A.R.C.H. Canada will adopt a standard confidentiality

Intellectual Property Policy



agreement which will be signed prior to any confidential information being shared with any other person. Appropriate confidentiality provisions will be included in all agreements entered into by S.E.A.R.C.H. Canada.

All trademarks shall be used consistently, and, in the case of registered trademarks, only with respect to the wares and services with respect to which the trademarks have been registered. S.E.A.R.C.H. Canada shall take appropriate steps to ensure that all products or services provided in connection with the trademarks meet with quality or character requirements of S.E.A.R.C.H. Canada. S.E.A.R.C.H. Canada will consider registration of trademarks as appropriate.

Section 7 – Template Agreements

S.E.A.R.C.H. Canada will develop template agreements consistent with the above policy. Such agreements will include: Confidentiality Agreements, Consulting Agreements, Assignments, Development Agreements (for courses, course content, software, etc.), Licences and Sublicences.