

## Policies and Procedures

Effective: November 3, 2022  
Next Review: November 2, 2027

### Policy 8815: Intellectual Property

#### A. PURPOSE

Selkirk College employees and students, through their teaching, learning, and applied research activities, may be responsible for creation of intellectual property (IP). This document provides a supportive framework for the mutually beneficial allocation of rights between the College and creators of IP, whether those creators are students or employees of the College.

- To promote an environment that values excellence in teaching, applied research, innovation, and entrepreneurship;
- To support students and employees in the creation of IP in a manner that creates meaningful educational experiences for students, enables professional development opportunities for staff, and advances the goals of the College and communities we serve;
- To clearly outline the College's position on the ownership of any IP that is newly created, discovered or adapted as part of work that involves Selkirk College employees and students, including situations where that work also involves third parties; and
- To clarify and establish guidelines that address disclosure, assignment and licensing, confidentiality, commercialization, revenue sharing, and dispute resolution, with respect to IP.

This policy is intended to be consistent with common and local agreements in place between Selkirk College and Selkirk College employee groups ("Collective Agreements"). In the event of any inconsistency between this policy and any particular Collective Agreement involving Selkirk College employees, the conditions of the applicable Collective Agreement shall prevail.

#### B. SCOPE / LIMITS

This policy applies to:

- all IP created by College employees as part of their assigned duties;
- all IP created by College employees outside of their assigned duties in a manner that makes more than incidental use of College resources; and
- all IP created by students in a manner that makes use of College resources.

#### C. PRINCIPLES

1. maintain the currency, relevance and sustainability of College programming;
2. stimulate innovation and entrepreneurship;
3. promote a climate for staff, students, community, and industry partners to collectively engage in applied research and experiential learning opportunities; and
4. support well-being and sustainable rural development in the communities we serve.

#### D. DEFINITIONS

**College Resources** include College facilities, the College's physical structures, classrooms, research laboratories, equipment, technical facilities, services and personnel, and College services, including the administration of funds received by the College in the form of grants, contracts or any other support provided by the College, affiliated agencies or partners, or external sponsors.

## Policies and Procedures

**Commercialization** means necessary activities undertaken in order to use IP to produce something for sale. Commercialization includes assignment, licensing, and manufacturing or production of products or services using IP, as well as the protection of IP with the goal of financial return. This includes, but is not limited to, obtaining patent or copyright protection.

**Creator(s)** means sole individuals or groups of individuals working collaboratively and/or cooperatively as Selkirk College students or employees, or representatives of third parties collaborating with the College, who make, conceive, reduce to practice, author, or otherwise make a substantive intellectual contribution to the creation of IP. Creator includes the concept of “inventor” as used in the Canadian Patent Act, and “author” as used in the Canadian Copyright Act.

**Incidental Use of College Resources** means use that does not interfere with a user’s duties or responsibilities and neither interferes with another user’s access to the College Resource nor creates a direct cost to the College. Incidental Use does not include use for personal financial gain or for commercial purposes.

**Income** means revenue less direct expenses.

**Intellectual Property (IP)** means any form of knowledge or expression created by human intellect that can be owned by a person or group. It includes, but is not limited to, inventions, discoveries, know-how, processes, unique materials, copyrightable works, original data and other creative works which have value. It includes that which is protectable by statute or common law, such as patents, copyrights, trademarks and trade secrets. It also includes the physical embodiments of intellectual effort, for example: models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, records of research, plants, biological materials, chemicals, and other compositions of matter.

**Letter of Offer** refers to period letter from the College to the employee offering employment.

**Moral Rights** are rights of authors of copyright works, protected by Canada’s Copyright Act. They give authors the right to be identified as the author of the work by name or pseudonym. They also give authors the right to object to having the work distorted, mutilated or otherwise modified in a way that is prejudicial to the author’s reputation.

### E. Policy Terms

#### 1. Ownership of Intellectual Property

##### 1.1.1 Students

Student Creator(s), during their term at the College, shall own IP that they create in the course of their studies (including assignments, projects, papers, theses, dissertations) for which they have not received any financial consideration, such as employment income.

A student participating in a paid work integrated learning cooperative education placement is considered an employee of the placement sponsor (including when that sponsor is Selkirk College). Therefore, IP ownership in this circumstance is determined by the sponsor’s own IP policies and in accordance with any employment contract signed by the student.

## Policies and Procedures

### 1.1.2 Employees

Employee Creators shall own IP where their Collective Agreement provides for IP ownership by the individual employee.

In the case of employees whose Collective Agreements do not contain provisions specific to IP, IP developed by them in the course of their employment is owned by Selkirk College in accordance with general principles of law.

### 1.1.3 Selkirk College

Selkirk College shall own IP:

- a. created in the course of employment by an employee whose Collective Agreement does not provide for IP ownership; and
- b. that arises from research activity and is created by an employee who signs a Letter of Offer agreeing to produce for Selkirk College work product that is protectable as IP.

## 5. Assignment and Licensing of IP

**5.1** Selkirk College may request that employee or student Creators transfer their IP to the College in situations that include, but are not limited to, where such assignment would facilitate participation by College researchers in an applied research project involving a community or industry partner. Employee or student Creators may request that the College assign or license its IP to them in situations that include, but are not limited to, where the IP has strong potential for Commercialization and the College does not intend to exploit such potential. The College will give favourable consideration to requests of this nature.

**5.2** The College will consider a request from a third party to assign or license IP to the third party in situations that include, but are not limited to, where such assignment or license is necessary to facilitate Commercialization of the IP.

**5.3** The College will give favourable consideration to a request to assign or license IP to a third party in a circumstance where the third party can demonstrate that it will return some of the benefits of IP Commercialization to the College community (for example, in the form of an endowment, annual scholarship or student employment opportunity).

**5.4** Any assignment or licensing of IP will be subject to negotiations between the College, the Creator(s), and any other relevant parties. These negotiations will typically occur before the IP is created and, in cases where IP is created through research, before the start of the research project. The results of negotiations will be confirmed in assignment of intellectual property and confidentiality agreements.

**5.5** Notwithstanding any of the above, the College shall retain rights to use IP for non-commercial institutional purposes including teaching, future research, and publication of research results.

## 6. Waiver of Moral Rights

Employee and student Creators will be asked to waive their Moral Rights in work in which they do not retain ownership of the copyright.

## Responsibility, Recommendation and Approval Dates

**Executive Responsibility:** Vice-President Education

**Administrative Responsibility:** Director Applied Research and Innovation

**Recommended by Administrative Policy Review Committee:** October 03, 2022

**Recommended/Approved by Education Council:** N/A

**Policies and Procedures**

**Approved by President:** November 3, 2022

*Maggi Matea*

Signature

November 22, 2022

Date

**Linkage to Board Policy:** EL100 Applied Research; E30 Value Statements and Commitments; E40 Strategic Directions.