

<b>Title</b>	<b>Intellectual Property</b>
<b>Number</b>	<b>B3006</b>
<b>Category</b>	<b>Administration</b>

## 1. PURPOSE

To promote innovation and research, and the development of intellectual property through the establishment of principles associated with ownership of and entitlement to original copyright material.

## 2. DEFINITIONS

**Commercialization** - the creation of commercial processes, products and services derived in whole or in part from intellectual property with the goal of financial return.

**College member** - a member of the Langara College community including all employees, students and individuals volunteering their services to Langara College.

**College resources** - College facilities and 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.

**Course materials** - any instructional or administrative materials, including but not limited to, written materials, artistic material, computer files, software, video or audio tapes, training aids, audiovisual materials or test equipment developed by work assignment to an employee or employees of Langara College.

**Creator** – the author, inventor, initiator or developer of part or all of the intellectual property.

**Curriculum** – the framework of any course or program as proposed to or approved by Education Council.

**Faculty member** - a faculty member as defined in the collective agreement between Langara College and the Langara Faculty Association.

**Intellectual property (IP)** - the result of intellectual or artistic activity that can be protected by rights such as patent, copyright, trademark, integrated topography, plant breeders' rights and trade secrets, excluding lectures.

**Non-faculty employee** – an individual employed by the College who is not a faculty member, including full-time, part-time, casual and term employees and student employees.

**Revenue** – income derived in whole or in part from the commercialization of intellectual property, including proceeds from royalties, profit-sharing, lump sum payments and monies from the sale of equity shares or options.

**Student** - an individual enrolled in College courses or programs.

### 3. POLICY

This policy applies to IP created by all College members and external research contractors, unless there is a written agreement with the College that provides otherwise.

- 3.1. This policy is subject to:
  - a. Any rights and/or obligations set out in current Langara College collective agreements with respect to copyright and ownership of IP.
  - b. Applicable federal, provincial and local laws and statutes, such as the *Copyright Act*, *Patent Act*, *Trade-marks Act*, *Plant Breeders' Rights Act*, *Integrated Circuit Topography Act*, *Industrial Design Act*, and other laws of general application.
- 3.2. This policy does not apply to IP created by a College member in the course of non-College activities that does not make use of College resources or funds administered by the College. This includes, but is not limited to, activity by a College member which may include outside employment or other activity in an area unrelated to College activities, or activity conducted wholly while on unpaid leave of absence from the College.

#### Ownership

- 3.3. College members own the IP in all works they create as part of their assigned duties unless the:
  - a. IP results from work for which a college member was specifically hired to create for the College;
  - b. IP results from work that a college member agreed to create for the College in advance and in writing;
  - c. IP results from work for which a college member was given release time from usual duties to create IP for the College.
- 3.4. A written agreement or letter of understanding will be in place between the College and the creator to provide transparency regarding ownership of IP and institutional or commercial use of the IP.
- 3.5. The substance and content of a lecture, whether delivered in a classroom or other venues or by other means, belongs to the creator and do not constitute IP. Distribution of such materials may only be done with the permission of the creator.
- 3.6. IP created in the form of a textbook, instructional website, courseware or other instructional materials developed as part of the normal course of teaching activities is owned by the creator.
- 3.7. IP created using institutional resources in the normal course of educational leave and professional development is owned by the creator.
- 3.8. IP created by students in works developed as part of their normal course requirements, is owned by the student, subject to a College faculty, department or program statement that authorizes shared or full college ownership of IP created by

students with prior approval by the Provost and Vice-President Academics & Students.

### **Voluntary Assignment or Transfer**

- 3.9. College members may voluntarily assign or transfer their interest in IP by way of written agreement to enable the College to assist with commercialization, or for other purposes agreed to in writing. Once assigned, the College thereafter may transfer or license its ownership or interest to third parties. A faculty member who makes the voluntary assignment or transfer shall retain the right to use the IP in perpetuity, without cost.
- 3.10. If the College owns the IP and elects not to pursue commercialization, then the College may, in its sole discretion, agree to transfer its interest in the IP to the creator, subject to such terms and conditions as agreed to by the parties in writing.

### **Commercialization, Disclosure, and Revenue Sharing**

- 3.11. When IP is the sole property of the creator, the creator is free to commercialize the IP without the involvement of the College and is under no obligation to disclose his or her activities to the College. Similarly, when the IP is the sole property of the College, the College is free to commercialize the IP without the involvement of the creator and is under no obligation to disclose its activities to the creator.
- 3.12. Where there is intent to commercialize the IP in which the College claims part ownership, the following conditions shall be met prior to the commencement of any commercialization, including discussions with third parties:
  - a. All part owners of IP will be informed of the intent to commercialize and the College will advise all parties of its relevant policies with the goal of achieving arrangements that are equitable and fair.
  - b. If there is more than one creator, written agreements between the creators and also between the College must be executed, prior to the commencement of commercial negotiations with third parties, to delineate ownership and revenue sharing.
  - c. Faculty Members must inform their respective Dean in writing when they are using college resources in the development of IP outside their assigned duties.

Where the College has a claim to part ownership of IP created by college members in circumstances when college resources are used, the College and the creator share the right to a fair and proportional amount of revenues based on the relative contributions of the parties. For the purposes of determining the allocation of revenue, either the College or the creator may require the other to provide an accounting of all revenues and funds received and expenses incurred with regard to the IP in question. The parties shall enter into a revenue sharing agreement.

- 3.13. Creators will obtain the approval of Langara College in writing before using the College's name, logo, or other brand identity elements in connection with any commercial arrangement with respect to the commercialization of IP.

- 3.14. The College shall maintain the confidentiality of any proprietary and/or business information of creators when discussing IP and commercialization plans. Creators shall maintain the confidentiality of any proprietary and/or business information of the College when discussing IP and commercialization plans.

### **Resolution of Disputes**

- 3.15. The advice and assistance of the respective Dean and/or other administrative equivalent will be sought if a dispute arises among creators regarding their relative contributions to the creation of IP.
- 3.16. Disputes between the creator(s) and the College regarding the provisions of the policy and the terms of any agreement(s) between the creator(s) and the College, including disputes regarding the terms of revenue sharing agreements, shall be resolved through civil procedure, unless the dispute relates, at least in part, to a matter grievable under the applicable collective agreement, in which case the dispute may be resolved through the grievance and arbitration procedure. The arbitrator will have jurisdiction as both a “rights” and an “interest” arbitrator.

### **General**

- 3.17. Where the College enters into agreements or contracts with individuals or organizations that are not part of the College, and where the activities planned under those contracts or agreements may produce IP, the College shall execute a written agreement with the contracting parties regarding the ownership and disposition of the IP consistent with and not in derogation of any of the intellectual property rights as set forth in this policy and applicable collective agreements.

## **4. RESPONSIBILITY**

For inquiries relating to this policy, contact the Provost and Vice-President Academics & Students.

## **5. RELATED REGULATIONS/AUTHORITIES**

*Canadian Intellectual Property Office* - authoritative body in Canada for the large majority of IP matters, with responsibility for the recording of patents, trade-marks, industrial designs and copyright in Canada.

<b>History/Revision</b>	
Origination Date	September 23, 2015
Amendment Date(s)	Not applicable
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