

 DALHOUSIE	<i>Policy Sponsor:</i> President	<i>Approval Date:</i> March 28, 2023
Intellectual Property Policy	<i>Responsible Unit:</i> Intellectual Property Office	<i>Amendments:</i> June 27, 2023

A. **Background:**

1. This policy aims to ensure that intellectual property rights and recognition are properly conferred on all those who are responsible for the creation of the intellectual property at Dalhousie University.

B. **Application:**

1. This Policy applies to all Members of the University, and to external contractors unless there are written agreements to the contrary which have been approved by an authorized individual representing the University and an authorized individual representing the University. In the event of any conflict or ambiguity between this policy and a collective agreement, the collective agreement shall prevail.
2. Intellectual property rights for Works created by Agricultural College employees before September 1, 2012 are held by Dalhousie University. Intellectual property for these works can be transferred to the creator(s) upon request.

C. **Definitions:**

1. Terms used in this policy are defined in Appendix "A" of this Policy.

D. **Ownership:**

1. Except as stipulated below, or in an applicable collective agreement, the ownership of rights in Intellectual Property created in the course of teaching, learning or scholarly activities belong to the Originators(s).

The exceptions are:

- a. **Assigned Tasks**. The University retains ownership of rights in Intellectual Property created as Assigned Tasks, except where copyright for these works is covered by any applicable collective bargaining agreement.

- b. ~~6~~ In sponsored research activities, ownership of rights in Intellectual Property may be governed by the terms of the research contract (e.g. Research Agreements). Anyone involved in these research activities must be made aware of any such stipulations of the contract by the principal investigator. Anyone involved in these research activities, as a condition of such involvement, may be asked to execute acknowledgments and/or assignments of Intellectual Property rights according to the terms of the governing research

publicly available through University resources for example, the Library (subject to stipulations in external contracts), the Originator(s) hereby and agree to grant to the University a non-exclusive, royalty-free, irrevocable license to reproduce such works for the purposes of scholarly research, teaching and administration carried on at the University. In the case of computer software, this requirement would normally be met by providing linkable object code for use within the University. The license granted herein does not confer any commercial rights to copyrighted works.

b. ~~Article 15~~ In general, members of the University may make copies of works, or parts thereof, in which the University owns copyright, or has a license to make copies by virtue of the preceding section, for use in teaching and research activities. This permission does not extend to works marked confidential, or to other works which may be designated as exempt from this provision. In all cases where permission to copy University-owned works is not clear, clarification should be obtained from the Secretary of the University. When copies of University-owned material will be accessible to external parties, for example, on the Internet, such copies shall include an appropriate copyright notice, as approved by the Secretary of the University.

c. ~~Article 16~~ While using some copyright works, particularly computer programs, it may be desirable to modify, translate, adapt or otherwise change the works for scholarly objectives. Members of the University who use the copyrighted works of others are cautioned that the grant of license to use such works does not include a waiver of "moral rights" of the original Author(s). In the Canadian ~~context~~, moral rights are infringed an original Author's association with the work is unreasonably removed or if a work is, to the prejudice of the honour or reputation of the author, (a) distorted, mutilated or otherwise modified; or (b) used in association with a product, service, cause or institution.

6. ~~Copyright~~ ~~Article 17~~ Notwithstanding any statement elsewhere in this Policy, if an Originator (U-32 (a) 15-7-4 (a) 587 (b) (1) 10.8 (s) 7-3 (n) 5-2 (b) 30 (b) 6.1-2 (a) (i) 10-63 (u) 60-40)

If a conflict cannot be resolved informally, the matter may be submitted to the President Research and Innovation for an administrative decision, or addressed through the relevant collective agreement. The Vice-President Research and Innovation (or delegate) will consult with others as appropriate and will issue a written decision.

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1. This policy falls under the authority of the General Council and the University Secretary.
2. This policy will be reviewed every five years or earlier if the policy is no longer compliant with applicable laws or if a review is deemed necessary by the Board of Governors.
3. The head of an academic or administrative unit is responsible for:
 - i. familiarizing themselves with the requirements of this policy, its procedures, and applicable intellectual property laws and communicating requirements to staff and faculty in their units;
 - ii. making reasonable efforts to ensure that management of personal information in their units is in accordance with the applicable laws and policies.

1. General Counsel may approve procedures that support the management and protection of

Appendix "A" – Definitions

In this Policy

1. "A" means:

job-related duties such as the preparation of memoranda, letters, administrative reports, minutes of meetings
materials required for course management and administration, such as course outlines, mid-term and final examinations, assignments and laboratory manuals
administrative computer programs written to support the University's ongoing operations.

Assigned Tasks does not include scholarly works or works covered by applicable collective bargaining agreements.

2. "Ab" or "Ab" means the person(s) who has created a Work

3. "Cb" and "Cb" mean to make Intellectual Property available outside of the University on a for-profit basis but does not include publication or distribution of conventional texts by a recognized university or other academic press.

4. "Cd" has the meaning prescribed in the (Canada).

"IP" or "IP" is a type of intangible property relating to creations of the mind which, by virtue of statute (an Act of Parliament) or common law (based on precedence established in court cases), may have certain rights associated with it. These rights are personal rights which typically enable the person who holds them to exclude others from practicing copying or doing something with the IP. Notice that rights to intellectual property are distinct from the underlying intellectual property itself.

6. "Ib" or "Ib" means new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether patentable or not.

7. "Ic" or "Ic" means the person(s) who, under the applicable law, is considered to be an inventor of an Invention.

8. "M" refers to faculties

11. “**P**” means letters patent for invention under the Canadian or foreign equivalent.
12. “**SW**” means a Work created in the course of teaching, learning or research at the University. Scholarly Works include, but are not limited to: student works submitted for academic evaluation, research reports, papers prepared for publication, books, computer programs, detailed assignments, detailed teaching materials, such as course notes of art and experimental data.
13. “**T**” means a Work embodying the results of a student's research program, and, especially at the graduate level, is a substantial and original piece of work.
14. “**TK**” as defined by the Agency: “is held collectively by all members of a community, although some members may have particular responsibility for its transmission. It includes preserved knowledge created by, and received from, past generations and innovations and new knowledge transmitted to subsequent generations.”
15. “**W**” or “**W**” means any architectural, artistic, choreographic, cinematographic, dramatic, literary, musical, scientific, technical or other work in which copyright may subsist under the (Canada) and applicable foreign equivalent.