



# INTELLECTUAL PROPERTY POLICY

<b>POLICY TITLE:</b>	Intellectual Property Policy
<b>POLICY CATEGORY:</b>	COLLEGE ADMINISTRATIVE
<b>POLICY NUMBER:</b>	
<b>POLICY OWNER:</b>	Associate Vice-President, Research & Innovation
<b>POLICY APPROVER:</b>	Board of Governors
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## 1. Purpose

George Brown College (“GBC” or “the College”) supports and encourages creativity, innovation and invention within the college community. The purpose of this policy is to establish GBC’s position regarding the creation, ownership, protection and communication of Intellectual Property (IP) in the context of activities carried out at GBC to ensure that it benefits the creators, the College and the public. This policy is to be read in conjunction with GBC’s Commercialization Policy.

## 2. Scope

This policy applies to all College Personnel and includes IP identified, created and/or developed either independently while employed or under contract with GBC or in collaboration with external entities. This policy also includes IP identified, created and/or developed in the context of student academic assignments. College Personnel are covered to the extent that their creative work involves the use of College resources such as space, facilities, equipment, staff or funds as stipulated for the particular circumstances described in this policy. Nothing in this policy restricts an employee exercising their rights under a relevant collective agreement.

## 3. Definitions

**Administrative and Operational Activities:** Activities that are required to maintain the effective operation of GBC. This includes course management materials, governance, budgeting, financial planning, human resources, procurement and other business activities.

**Research Collaboration Agreement:** A formal legal agreement entered into between GBC and one or more academic, industry and or community partners that outlines the conditions under which all parties will collaborate with one another on a research project.

**College:** George Brown College of Applied Arts & Technology

**College Personnel:** College academic, support and administrative employees, students, visiting employees, contractors, consultants and all other persons whose work affiliation is with the College, whether compensated by the College or not.

**Contractor:** A person or corporation who provides goods and/or services to GBC under terms specified in a written agreement, and who does not have an employment relationship with GBC.

**Contributor:** A person or agency who contributes to the creation of IP.

**Course Management Material:** Material that is necessary for the proper administration of an academic course, including but not necessarily limited to, course outlines, assignments, exams, evaluations and academic feedback.

**Creator:** A person who creates IP in accordance with applicable legislation.

**Instructional Material:** Material that is used for the purposes of teaching and/or instruction of students and pedagogical preparation of academic employees at GBC. This includes, but is not necessarily limited to, lectures, slideshows, presentations, instructor's notes, manuals and guides.

**Intellectual Property (IP):** Any form of knowledge or expression created by one's intellect that can be legally protected, including technical information, inventions, models, drawings, photographs, specifications, prototypes, computer software, curriculum and teaching materials and other creations that can be protected under patent, copyright, trademark, integrated circuit topography, plant breeders rights and industrial design laws. For the purposes of this policy, confidential information having a commercial value is to be considered Intellectual Property.

**License:** An agreement by which an owner of IP grants someone permission to make, construct, use or sell the IP to others for certain purposes and or under certain conditions. A license can be exclusive or non-exclusive and does not produce a change in ownership of the licensed IP.

**Royalty:** Payment made to an owner of IP for the use of the IP.

**Scholarly Work:** Academic articles, publications, texts, creative materials and other works of authorship created while working, teaching, learning, or conducting research and innovation activities at GBC. Scholarly work may include, but is not necessarily limited to: books, published papers, journal articles, research reports, inventions, prototypes, presentations, instructional material, materials protected by Copyright, academic work submitted by students (including assignments, theses and capstones), works of art, and/or research data.

## 4. Policy

### 4.1 Ownership and Use of IP Created at GBC

4.1.1 This policy recognizes the rights of Indigenous peoples under the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) and the principles of Ownership, Control, Access and Possession (OCAP) and acknowledges the right of Indigenous peoples to maintain, control, protect, and develop their IP, including traditional knowledge and cultural expressions. Ownership and use of IP created by Indigenous College Personnel will adhere to UNDRIP and OCAP principles, in accordance with the GBC Intellectual Property Protocol for Engaging with Indigenous Peoples & Communities.

4.1.2 IP created in Course Instructional Material and Scholarly Work by College Personnel at GBC belongs to the Creator(s) of the IP in said Course Instructional Material and Scholarly Work, and the Creator(s) shall grant to GBC a worldwide, non-exclusive, non-transferable, irrevocable, fully paid-up and Royalty-free licence to copy and use IP created in Instructional Material, and Scholarly Work at GBC, including the right to make derivative works from or modifications and improvements to the same. This IP may not be made available to anyone outside of GBC without the written consent of the Creator(s). The license will:

- a) Be for the purposes of research, teaching, learning (including online/remote and continuing education courses) and administration carried on at GBC.
- b) Include the right for GBC to sublicense the right to use, execute, distribute, communicate, perform, display and reproduce Course Instructional Material and Scholarly Works at GBC to College Personnel for the purposes of research, teaching, learning (including online/remote and continuing education courses) and administration carried on at GBC.
- c) Not provide for any commercial rights.

4.1.3 IP created by College Personnel at GBC in the course of employment duties belongs to the College. This includes IP created in Administrative and Operational

Activities and in instances when College Personnel are assigned, directed and/or specifically funded by the College to develop IP.

- 4.1.4 When the development of IP is funded and/or is undertaken pursuant to a contract or Collaborative Research Agreement, the ownership of IP rights may be determined in whole or in part by the terms of the contract or Collaborative Research Agreement and/or the rules created by the funder and/or external party.
- 4.1.5 While at GBC, College Personnel can use IP that other College Personnel have created at GBC for the purpose of teaching and/or research activities at GBC. Such use must be Royalty-free and non-commercial and will be subject to suitable IP safeguards.
- 4.1.6 College Personnel are not permitted to use IP of others for paid consultative or contract work without the express written consent of the Creator(s) of the IP unless the IP has been specifically and explicitly prepared with this purpose.
- 4.1.7 Creator ownership rights can only be modified or waived through informed consent of the Creator(s). Creators are encouraged to seek the advice of the Office of Research & Innovation in determining whether their creative work is protectable IP.

## **4.2 Collaborative Research and Innovation Activities**

GBC supports research and innovation activities undertaken in collaboration with others and encourages collaborators to specify in advance how the rights to any IP generated from these activities will be determined. Where GBC enters into an agreement with an external party that may lead to the creation of IP, GBC will ensure that a Collaborative Research Agreement sets out the respective IP rights of the parties.

## **4.3 Joint Initiatives with External Parties**

Where GBC enters into an agreement with an external party including individuals, institutions, industry partners or any other third-parties that may result in the creation of IP, the creation, development, acquisition, ownership, use, maintenance and management of said IP shall be dealt with in accordance with the terms of such agreement.

## **4.4 Disclosure of IP**

College Personnel who create IP with any use of College resources, alone or in association with others within or outside the College, must disclose the IP and all Contributors to the College. The Creator is responsible for timely disclosure. Disclosure must be made in advance of any publication, presentation, or other public disclosure to allow time for possible action to protect the rights to the IP in accordance with the College's IP Disclosure Procedure.

## **4.5 Contributions and Sharing of Proceeds**

Suitable recognition shall be given to all Contributors to IP created at GBC. In addition, Creators shall recognize any direct or indirect support provided by GBC in the creation of IP. In the absence of any written agreement, if IP created at GBC creates revenue, the

proceeds of such commercial use will be shared amongst Contributors, in proportion to their contribution. A Contributor can waive entitlement to such proceeds. Owners of IP may grant a share in such proceeds to GBC at their discretion. Unless otherwise agreed to by College and Creators, Creators of IP are responsible for the protection of their IP rights at their own cost.

#### **4.6 Dispute Resolution**

The Office of Research & Innovation will handle questions regarding the application, interpretation or implementation of the policy in consultation with the Office of the General Legal Counsel.

### **5. Compliance**

This policy requires compliance from all College Personnel. Failure to comply with this policy may result in disciplinary measures in accordance with the relevant and applicable College academic and administrative codes of conduct and collective bargaining agreements.

### **6. Related Polices**

Commercialization Policy

### **7. Related Materials**

[Canadian Intellectual Property Office](#)

[Intellectual Property Ontario](#)

[The First Nations Principles of Ownership, Control, Access and Possession](#)

[United Nations Declaration on the Rights of Indigenous Peoples](#)

### **8. Acknowledgements**

This policy was adapted from Sheridan College's Intellectual Property Policy.