

UNIVERSITÉ DE SHERBROOKE

POLICY 2500-011

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1. PREAMBLE

1.1 Whereas:

- The education of students, the training of postdoctoral fellows and the advancement of knowledge are central to the University's mission and these students and postdoctoral fellows engage in teaching, research, creation and innovation activities;
- The establishment of smooth conditions for study and research among various research stakeholders (students, postdoctoral fellows, professors, the University itself and external partners) is conducive not only to innovation, knowledge dissemination and accessibility, the commercial exploitation of research, and protection against misuse by third parties, but also a quality education that provides all students completing their program of study and all postdoctoral fellows completing their internship with a maximum of assets for a high-level career;
- The recognition of any and all intellectual contributions to the advancement and dissemination of knowledge lies at the core of any policy on the protection of intellectual property;
- There exists a variety of interests among the various entities who may contribute to the success of students' academic projects at all university levels, as well as to the success of postdoctoral fellowships;

The University adopts this policy as a means to reflect the spirit in which it views students' and postdoctoral fellows' rights and responsibilities in matters of intellectual property, in keeping with its mission and its values as a university.

This notwithstanding, it must be emphasized that no policy can substitute for the need for all parties to negotiate professionally and in good faith.

- 1.2 This policy applies to any person with student or postdoctoral fellow status at Université de Sherbrooke, in accordance with the university's *Règlement des études* (academic regulations) and *Politique d'accueil et d'encadrement des stagiaires postdoctoraux* (policy for hosting and supporting postdoctoral fellows).
- 1.3 It addresses not only the work completed as part of pedagogical activities and the research activities leading up to the writing of an essay, thesis or dissertation (and these documents themselves), but also the various situations in which students or postdoctoral fellows may find themselves.
- 1.4 All members of the university community involved in education and in assessing students' learning must comply with this policy. Where applicable and to the extent possible, the same goes for all stakeholders with whom a student or postdoctoral fellow may be in contact in the course of their academic or research activities.
- 1.5 This policy sets forth how the *Copyright Act*, the *Patent Act* and any and all other intellectual property laws—to which all members of the university community are subject—are to be applied at Université de Sherbrooke.

- 1.6 This policy shall be reviewed two years following its adoption and entry into force, after which it will be subject to review once every five years.

2. DEFINITIONS AND INTERPRETATIONS

For the purposes of this policy, unless the context requires otherwise, the words and expressions below shall have the following meanings.

Pedagogical activity

In accordance with Université de Sherbrooke academic regulations, a pedagogical activity is a learning process recognized by the University and that enables students to acquire knowledge delimited by a given area of study.

The term includes any set of educational, study, learning, research or creation activities, such as a course, fellowship, directed study, or any work related to various reports, dissertations, theses or the production of a work (or equivalent).

Arbitration

Arbitration refers to the resolution of a dispute between parties by a neutral person tasked with hearing out the facts and coming to a decision. Arbitrators are often people who specialize in a specific area of law or activity sector, especially in cases where the decision-maker needs to be familiar with a specific issue or business practice. The parties usually choose the arbitrator together.

The arbitrator renders a decision based on the facts, the contract binding the parties, or applicable laws, policies and regulations. Arbitrators explain the grounds for their decision. Usually, this decision is against one of the parties. It is a win-lose solution.

Prior art

The term “prior art” means any document, literature or information regarding the subject area of an invention, and typically refers to writings such as publicly available patents and patent applications as well as academic and scientific articles. Prior art may also encompass the notion of prior use.

The University also deems any and all knowledge developed by its researchers to be prior art.

Author and co-author

The *Copyright Act* does not define the term “author.” It is generally agreed that the author is the person(s) who a) generated an original idea or participated in its development during creation and b) played a role in its explicit expression or materialization.

In the case of academic and scientific articles and books, the author is recognized as the person who has made a significant intellectual contribution to writing the article or book.

When the same work has several authors, they are called the co-authors.

Free and informed consent

Consent given by a person who has received and understood all the information necessary to render a judgment and has come to a decision without being subjected to any fear, error or fraud.

Intellectual contribution

An intellectual contribution is deemed significant when a person has a) generated an original idea or participated in its development during creation and b) participated in its explicit expression or materialization.

A contribution is deemed a support contribution insofar as it has supported the completion of work (for example, financial support, technical or administrative assistance, editorial advice, etc.).

Creator and co-creator

The term “creator” is not defined by any law. It is generally agreed that the creator is the person(s) who a) generated an original idea or participated in its development during creation and b) participated in its explicit expression or materialization.

When the same creation has several creators, they are called the co-creators.

Research supervisor

In accordance with Université de Sherbrooke academic regulations, a research supervisor is a faculty member who supervises a student’s research project with a view to the writing of a thesis or dissertation and who helps that student overcome the difficulties associated with their studies and research. It is the research supervisor’s duty to assess the research completed, except where a judgment must be rendered by more than one person.

Public disclosure, and non-disclosure agreement

Public disclosure includes any publication in a newspaper, scholarly journal or any other publication distributed without restriction (e.g., theses or dissertations submitted to libraries and article abstracts distributed at conferences), any presentation at a public meeting, any demonstration, any sale of prototypes to any entity not bound by an obligation of confidentiality, or any communication that makes the contents of the disclosure available to the public (e.g., electronic file transfer).

The purpose of a non-disclosure agreement is to subject the disclosure of research results to certain terms and conditions, most often because these results may be subject to intellectual property protection by patent or copyright, or because the results were obtained using confidential data.

Commercial rights

Commercial rights (economic, legal, monetary, heritage, etc.) have to do with the right to use research results or outputs for commercial purposes, or to assign or sell them. They essentially cover the commercial exploitation of a work, invention, product or research findings, or the return on investments relating to that work, invention, etc.

Moral rights and authorship of a work or invention

The moral rights of authors are recognized solely by the mechanism of intellectual property protection (copyright). According to the *Copyright Act*, moral rights fall under two categories: the right to authorship, i.e., the right to claim creation of a work; and the right to the integrity of the work, i.e., the right to prevent any modifications or any use of the work that is prejudicial to the author's honour or reputation.

Moral rights de facto belong to the author. They are inalienable and, while they are non-assignable, they may be waived in whole or in part, as stipulated in section 14 of the *Copyright Act* (L.R.C., ch. C-42). Moral rights must sometimes be waived to allow a work to be modified.

Even if other intellectual property protection laws make no mention of the moral rights that allow for the recognition of a creator or inventor, the University recognizes the creator or inventor as the author of a creation or invention. This allows the creator to have their name associated with their work or invention, insofar as their intellectual contribution has been significant.

Confidentiality agreement

A confidentiality agreement is a way to protect trade secrets and know-how. It may also cover any information whose dissemination the owner wishes to limit, or the information an inventor reveals to a person to whom an invention is disclosed. The agreement must define what is subject to confidentiality, and for how long. This type of agreement attests that the person to whom the information is entrusted is aware of the confidential nature of the information and agrees, in writing, not to disclose any of it to anyone.

Biological material loan agreement

A biological material loan agreement is used to monitor and hence control the use of any transferred biological material, given that such material may be transferred for use in developing modified versions of products from original materials, or in the creation of derivative products.

Spin-off company

A company created and based on an invention or technology resulting from the work of one or more university or hospital-centre researchers. The company thus created pursues research and development, adjustment efforts, and commercial exploitation of the invention or technology.

Student

Any person with student status, based on their enrolment in the University.

Essay

In accordance with Université de Sherbrooke academic regulations, an essay is a piece of writing on a subject that has been studied or personally experienced in a course-focused graduate program.

Idea

The *Oxford Canadian Dictionary* defines an idea as “a conception or plan formed by mental effort” [whether or not it has a corresponding object in reality].

The word “idea” is defined here merely to point out that there is no law—and therefore no intellectual property protection mechanism—that protects ideas.

Inventor and co-inventor

The *Copyright Act* does not define the term “inventor.” It is agreed that an inventor is the person(s) who a) generated an original idea or participated in its development during creation and b) contributed to its explicit expression or materialization.

When the same invention has several inventors, they are called the co-inventors.

License

A license is a legal agreement by which the holder of commercial intellectual property rights grants a third party (person, company, organization, etc.) exclusive or non-exclusive authorization to use a research product, to manufacture it or to sell it for certain purposes or under certain conditions. A license does not constitute an assignment of intellectual property rights.

Software

Software is the set of computer programs, processes and rules connected to the functioning of an information processing system, as well as any related literature.

The main categories of software are:

- Operating software, which enables a computer to run; and
- System software, which translates problem-solving methods into computer language.

Research material

Research material consists of tangible (materialized) elements collected, developed and/or produced in the course of research projects at the University. It includes research data, experimental data, audio or visual recordings, completed survey questionnaires, collections, research funds, photographic negatives, scientific measurements, biological material, prototypes, lab books and logbooks, simulation results, databases (computerized and non-computerized), computer source codes, certain equipment, etc.

Research material also includes the methodology used to obtain the material, detailed descriptions and analyses of the material, and interpretations of the material by professors and/or students and/or postdoctoral fellows.

Mediation

Mediation is a dispute resolution process aimed at reconciling people who are in conflict with each other. In a mediation, a mediator—a neutral and impartial person—helps the parties find a lasting and agreed-upon solution, rather than determine who is right and who is wrong. It is a win-win solution.

Master's thesis

In accordance with Université de Sherbrooke academic regulations, a master's thesis is a piece of writing on the results of personal research work completed in the course of a master's-level program. In a research-oriented master's program, the individual must write a thesis presenting the results of their research. Although it is an outgrowth of the student's introduction to research, the master's thesis must make some contribution to the advancement of knowledge and must demonstrate the individual's mastery of research skills.

The master's thesis is a publication that must normally be submitted to libraries when the student is granted their degree. Sometimes a non-disclosure agreement includes a clause that delays such publication. (See Article 4.1.2)

Work

The word "work" is used in this policy as a generic term for any creation, invention or production. According to the *Le Petit Robert*, a work is "a thing made or done by work: the result of an action; an achievement."

Academic, institutional and non-institutional production

An academic production is a production designed or developed by a student, alone or in collaboration with others, in the course of their program of study, toward assessment and degree requirements.

An academic production is deemed non-institutional when it is proven that the work was materialized (i.e., put into material form) without any contribution from the University, particularly in terms of teaching supervision, technical support, the use of research infrastructure, etc.

An academic production is deemed institutional when it is proven that the University contributed to the work's materialization, particularly in terms of teaching supervision, technical support, the use of research infrastructure, etc.

The institutional/non-institutional distinction applies only in cases where the creator(s) wish to secure the protection of their creation with a view to its commercial exploitation. The distinction applies to software protectable by copyright or patent, inventions protectable by patent, know-how protectable by confidentiality agreements, and works protectable by other protection mechanisms.

Intellectual property

Intellectual property is a concept referring both to the expression and materialization of an idea or knowledge—which may, for example, take the form of inventions, software, and written works—and to the person(s) who is/are their author(s), inventor(s) or creator(s).

Legal protection of intellectual property and protection mechanisms

In matters of intellectual property, only a work that has put an idea into a concrete form may be protected. Laws, both Canadian and foreign, protect intellectual property through various mechanisms that confer rights of control and commercial exploitation. Following is a list of Canadian protection mechanisms:

- *Copyright Act*
- *Patent Act*
- *Integrated Circuit Topographies Act*
- *Trademarks Act*
- *Plant Breeders' Rights Act*
- *Industrial Design Act*

From a legal standpoint, there are moral rights that recognize the authorship and integrity of a work and commercial rights that involve the protection and commercial exploitation of the expression or materialization of the idea.

All of these mechanisms and the University's treatment thereof are described in the chapters on these topics: 6 (copyright), 7 (patent) and 8 (other mechanisms).

Commercial-exploitation revenues

Revenues arising from commercial exploitation by the University are always the subject of an agreement that sets out the terms and conditions for the revenue split between the creators, the inventors, the University and, where applicable, the external partners. At present, revenues most often take two forms:

- Royalties, arising from the sale or commercial-exploitation licensing of a work or invention; and
- Share capital in a company.

Know-how

Know-how refers here to the body of knowledge, experience, skills, techniques, methods, processes and/or solutions a person has developed in the course of a research activity. Know-how can be of considerable value in that it is sometimes essential to the profitability of commercializing a process or product since it may differ from the information needed to produce an invention.

Postdoctoral fellow

Any person with the status of postdoctoral fellow under Article 3 of the *Politique d'accueil et d'encadrement des stagiaires postdoctoraux de l'Université de Sherbrooke*.

Doctoral thesis

In accordance with Université de Sherbrooke academic regulations, a doctoral thesis is a piece of writing on the results of personal research work carried out in the course of a graduate program, the general objective of which is to train researchers who are capable of pursuing original research work autonomously and who possess a critical outlook on their discipline or area of study. Applicants for a doctoral degree must write a thesis in which they present the results of their research; these findings must represent a significant contribution to the advancement of knowledge.

A thesis is a publication that must normally be submitted to libraries when the student is granted their degree. Sometimes a non-disclosure agreement includes a clause that delays such publication. (See Article 4.1.2)

NB The French word *thèse* is sometimes also used to refer to a doctoral thesis, particularly in texts translated from English, where the word “thesis” is used generically, covering both types of documents with any distinction.

3. PRINCIPLES

3.1 Fairness and equity

Students and postdoctoral fellows are considered full-fledged members of the academic community and as such, the University recognizes their moral and commercial intellectual property rights as conferred by intellectual property protection laws and mechanisms.

3.2 Respect for the education process

The University is aware that students are first and foremost engaged in an education program that requires them to learn, specifically through their research work, which must be assessed with impartiality and probity toward degree completion.

The University acknowledges postgraduate fellows’ significant contribution to University research, creation, innovation and education activities, and that fellowships are aimed at acquiring more specialized or complementary research expertise and, as such, fellows are undergoing a training process.

In accordance with the principle of probity, the University encourages the dissemination of its students’ and postdoctoral fellows’ research results, whether collective or individual, since this dissemination not only helps them acquire credibility as future researchers, but furthers the reputation of the University as well as of its research professors.

Because essays, theses and dissertations must normally be made available upon the completion of a degree, research supervisors should clearly inform the students whom they supervise—and to whom they propose a research topic that falls under research projects that cannot be published at the time of obtaining the degree—of the consequences for their works’ publication, and the potential time frames involved. Such considerations may involve:

- Contractual projects whose research findings are subject to a non-disclosure clause;
- Projects subjected to social, ethical or legal restrictions on publication in order to protect the privacy of the persons concerned;
- National defence projects or other projects with diplomatic or political constraints; or
- Any other project with similar constraints.

3.3 Recognition of intellectual contribution

If a student or postdoctoral fellow contributes to research for or the writing or presenting of papers authored by a professor or research team (with or without external collaboration), the student or postdoctoral fellow's intellectual contribution must be duly recognized. In all cases, this recognition attests to their research learning and helps them acquire credibility within the research community.

Conversely, the student or postdoctoral fellow has the responsibility and the duty to give due recognition to any contribution made to their academic work, their research leading to the writing of an essay/thesis/dissertation, the writing of articles or the presentation of papers by their professor, their research supervisor, the person responsible for their postdoctoral fellowship or peers—be they students, professors, or any other person who participated in their research project.

A significant intellectual contribution entitles a person to claim the title of author of a work, creator or inventor, and to the treatment related to these titles under this policy.

If the contribution is deemed to be a support contribution, it may, if appropriate, take the form of a citation as a collaborator, an acknowledgement, or, in the case of a student's contribution, recognition of credits within their program of study.

If a student's or postdoctoral fellow's intellectual contribution has entitled them to the title of author of a work or creator or inventor of a research product deemed to be institutional, and the University commercially exploits the research product, the student or postdoctoral fellow is entitled to a share of the revenues proportional to the recognition of their intellectual contribution and, more specifically, proportional to their participation in commercial exploitation processes.

The University, in its role as a provider of direct and indirect support, should receive a mark of recognition according to whether what is involved is a publication or a presentation (mention of affiliation) or commercial exploitation (royalties, usage licenses for educational and research purposes, etc.).

3.4 Right to information

In accordance with Université de Sherbrooke's statement of student rights and responsibilities, students are entitled to information concerning University policies, regulations and administrative rules, as well as to the information they need to complete their education. According to the same statement, students are entitled to information regarding any decision concerning them that has a direct effect on their completion of their program of study or research project.

The same right applies to any postdoctoral fellow under the *Politique sur l'accueil et l'encadrement des stagiaires postdoctoraux*.

Therefore, when selecting a research supervisor, the student must be informed by the supervisor of any terms and conditions surrounding the conduct of their research project, including any research contracts or non-disclosure and/or confidentiality agreements by which the supervisor may be bound to an external partner. The same obligation applies to any person responsible for a postdoctoral fellowship, i.e., toward their postdoctoral fellow.

Only once the student or postdoctoral fellow is aware of the conditions under which the research project is taking place can they choose to give free and informed consent and, if applicable, make a written commitment to comply with the agreements made by the research supervisor or person in charge of the postdoctoral fellowship, or to refuse to undertake the proposed research project.

Conversely, it is the duty of the student or postdoctoral fellow to become informed of any such matters.

3.5 Intellectual probity

Intellectual probity refers to integrity and scientific ethics in both teaching and research.

The University considers that professors, students and postdoctoral fellows are the first parties responsible for intellectual probity. The University expects them to demonstrate scientific honesty in collecting and analyzing research results, to report as accurately as possible on the sources of the results and the concepts used, to diligently manage the research funds allocated to them, to recognize the intellectual property rights of the various parties involved, and to comply with ethical rules when using human or animal subjects in their research. Finally, professors or, where appropriate, students and postdoctoral fellows are responsible for retaining research materials for the period of time deemed necessary to answer questions about their data's accuracy, authenticity, precedence over other research materials, and compliance with laws and rules governing the conduct of research.

Following are examples of breaches of intellectual probity:

- Manufacturing, falsifying or deleting research results;
- Plagiarizing and self-plagiarizing (publishing the same research results in multiple forms without mentioning previous or side publications);
- Appropriating new results, data, information or concepts that the individual learned about without holding the title of collaborator;
- Failing to disclose conflicts of interest in the context of assessment processes;
- Failing to inform collaborators of the terms and conditions of a research contract.

4. PUBLISHING AND THE RIGHT TO BE RECOGNIZED AS AN AUTHOR

4.1 Publishing

4.1.1 General principles

One of the University's responsibilities to society is to disseminate the knowledge that is created and developed within its walls. As such, the University expects its professors, students and postdoctoral fellows to make their research public as soon as it has matured and can be used to benefit society.

It is important to understand that, whether in a publication or a presentation, publicly disclosing research results, an invention or a work protectable by other mechanisms (except copyright) can make it impossible to secure the protection mechanism that may be desired.

In the case of contractual research, the University wishes for its professors to limit their own and the University's commitments in the area of publication so as to preserve their right to publish the results of their work as a means of maintaining their lead in basic research, their students' right to use and publish the results of their work in their essay/thesis/dissertation, and the right to call upon an external jury in examining a thesis or dissertation, in accordance with University academic regulations.

Any research supervisor wishing to publish an article or make a presentation based on the research of any of their students must discuss this with the student beforehand.

Given that the publishing of research results is crucial in certain disciplines, if after a period of 6 months following degree completion the student has not submitted an article or made a presentation on their research results, the student's research supervisor may write an article or make a presentation on said results, provided that the student has been given the opportunity of joint writing or a joint presentation. If the student declines the offer, the supervisor is free to write or present the results of the student's research.

Conversely, a student may not publish a paper or make a presentation without first discussing this with their research supervisor. If the publication or presentation is found to be scientifically or strategically relevant, they then agree on the content, responsibility for the writing, the order of authors, etc.

Essays, theses and dissertations are publications that must be made available and accessible to the general public. This is done by submitting the manuscript to libraries, normally as soon as the degree is awarded.

4.1.2 Publishing time lines

In the case of an essay, thesis or dissertation, the University may consider a request to delay publication if this delay is required to:

- a) Draft and file an application for a patent or any other intellectual property protection mechanism, in cases where the thesis or dissertation discloses research results with significant economic, commercial or industrial implications;
- b) Develop, based on the research results set out in the thesis or dissertation, a product that could lead to substantial revenues for both the student and the University and, where applicable, the professor or any other person or partner;

- c) Conduct further tests on a potentially curative or dangerous product or process, in order to avoid the hasty publication of inconclusive research results that may have harmful consequences for society;
- d) Comply with a non-disclosure agreement entered into with a third party, it being understood that the University shall not sign any such agreement to the detriment of a student's education, assessment or degree completion;
- e) Rewrite the thesis or dissertation to remove any confidential information provided under a confidentiality agreement, or any trade secret (and only these elements); it being understood that the document submitted to the jury must be complete so that the jury members can assess the student's work as fairly and rigorously as possible; it also being understood that the jury members have previously agreed in writing to uphold the confidentiality of the information contained in the thesis or dissertation;
- f) Or any other major reason.

Given that essays, theses and dissertations are connected to students' education, any request for an extension must be addressed to the Vice-President, Research (or a person designated thereby), and include the grounds for the request. The extension shall be for six (6) months from the date of degree completion, and may, under exceptional circumstances, be longer. The extension may in no event exceed a period of 24 months.

In the event of a publishing deadline, the title of the essay, thesis or dissertation will be registered in the library with a note specifying the date of publication. During the extension, copies of the essay, thesis or dissertation are kept at the Bureau des archives.

The University agrees that the above-described situations for essays, theses and dissertations may also allow it to demand a disclosure extension in the case of scientific or academic articles or books.

4.1.3 Non-disclosure agreements and confidentiality agreements

The University agrees not to enter into any non-disclosure and/or confidentiality agreement with external partners which would infringe a student's right to present their research as part of their program activities, or to submit an essay, thesis or dissertation toward assessment and degree completion. The elements of the essay, thesis or dissertation that are subject to a non-disclosure and/or confidentiality agreement must be made available to jury members, subject to their agreement to uphold confidentiality. The jury's composition must comply with academic regulations and allow for a fair, objective and equitable assessment.

4.2 The right to be recognized as an author

4.2.1 General principles

Only persons who have made a significant intellectual contribution to the research that is the subject of a publication or presentation are entitled to be the authors of that publication or presentation.

A. Academic books and articles

Since 1986, a large number of academic journals and publishers have used the criteria set forth by Ed Huth to determine who is entitled to be an author. These criteria are as follows.

- a) Each person claiming to be an author must have contributed significantly to at least two of the following three steps:
 1. Designing and executing the work plan,
 2. Collecting data, or
 3. Analyzing and interpreting the results.
- b) Each author must have participated in organizing ideas for, writing or editing the intellectual content of the document.
- c) Each author must have given their approval to the final version of the document and must be able to defend its content individually.

Persons who have made a support contribution to the research (contributions of a strictly financial, administrative, technical or editorial nature) are recognized in a citation or acknowledgment.

As a general rule, in most areas of study, the authors are listed in order of the importance of their intellectual contribution. However, other practices exist and a scholarly journal will sometimes require that the various authors' contributions be explained in a footnote. In all cases, research supervisors must inform their students of the various applicable practices related to their disciplinary field before any writing begins.

A student's or postdoctoral fellow's compensation (or lack thereof) for research work in no way affects their right to be recognized as an author if they made a significant intellectual contribution.

Any person entitled to be specified as an author may assign this right; their contribution is then recognized in the form of a citation. Any assignment of the right to be specified as an author must be agreed upon in writing.

Given that publications are important to the University's reputation, the institutional affiliation of an author should appear on all publications. However, the University reserves the right to refuse to allow its name to appear in cases where it believes that the publication does not meet its standards.

In cases where an author may have worked in more than one institution, the other institutions where the research was conducted should be mentioned.

B. Essays, theses and dissertations

Given that essays, theses and dissertations are academic documents used to assess a student's attainment of education and completion of a program of study with a view to obtaining a degree, students are the sole authors of their essay, thesis or dissertation, even in the case of a dissertation or thesis by articles (the articles of which may have been written by several authors).

4.2.2 Responsibilities of the principal author

A sole or principal author (i.e., the author in contact with a journal) who submits an article for publication or who plans to make an oral presentation at a scholarly gathering is responsible for:

- Making fair use of written works or, where applicable, obtaining authorization from authors to use a substantial part of their works and mentioning this fact, in accordance with Article 6.4 herein;
- Securing all written permissions necessary for the use of research data not belonging to the author or not belonging to any of the authors, and to mention said permissions;
- Including all persons who made a significant intellectual contribution to the work presented (and only those persons), as co-authors;
- Obtaining the consent of all authors on a publication strategy, on the publication's content and on the order of the authors of the publication;
- Mentioning any support contributions, whether administrative, technical, editorial, financial or other; and
- Mentioning all affiliations of co-authors.

5. COLLABORATIVE RESEARCH AND PROTECTION OF RESEARCH MATERIAL

5.1 General principles of collaboration

All educational and collaborative relationships must be established on the basis of free and informed consent.

While the supervision of a student study or research project (and, to a lesser extent, responsibility for a postdoctoral fellowship) constitute an educational relationship, they may in some cases be a form of collaboration which, for the project to be conducted properly, require a clarification of the terms for carrying out the project that the student or postdoctoral fellow will be working on during their studies.

For this reason, the University encourages professors, students and postdoctoral fellows to clarify from the outset, on a form provided for this purpose, the conditions for carrying out the study or research project, particularly in terms of the protection of and responsibility for research material made available to the student or postdoctoral fellow, or created jointly with or contributed by the student or postdoctoral fellow, as well as access to and the confidentiality, use and enrichment of said material.

Any request made by a faculty member or an external partner with whom the faculty member is associated to obtain a waiver of moral rights and an assignment of commercial rights from a student or postdoctoral fellow must be approved by the Vice-President, Research (or a person designated thereby), who shall verify the request's validity and legitimacy and ensure the free and informed consent of the student or postdoctoral fellow. Such an assignment is exceptional and must be the subject of a written agreement signed by the parties involved.

Unless otherwise stipulated in a written agreement approved by the Vice-President, Research (or any person(s) designated thereby), any student, professor, research supervisor or co-supervisor visiting from

another institution to participate in a study or research project on an ad hoc basis must comply with Université de Sherbrooke policies and regulations.

In the case of a jointly supervised doctoral thesis, the parties are required to sign an agreement setting out the terms and conditions mentioned above. Special attention must be paid to arrangements for intellectual property protection, given the international nature of the joint supervision. The Bureau de liaison entreprises-Université (BLEU) can assist the parties in drafting such an agreement.

No enterprise, organization (public, para-public or community) or granting agency may offer a student or postdoctoral fellow a scholarship requiring the student or postdoctoral fellow to assign or waive their intellectual property rights or that contains one or more clauses that interfere with the student's right to be assessed fairly and equitably with a view to the student's degree completion.

In matters of intellectual property, unless otherwise agreed, a student paid from a research fund as a salaried student shall be treated the same as any other University employee; a student paid as a scholarship recipient shall be treated the same as any other student.

Any student enrolled in a co-op program who is undergoing a co-op internship in a research laboratory or on a research team at the University shall be treated as a University employee.

Any University-company contractual research agreement involving a student must take into account the University's teaching and research mission, including the education of students and postdoctoral fellows. The case of contract research is dealt with in detail in Article 5.5 herein.

5.2 Protection of university research material and recognition of contributions to its enrichment

There are no mechanisms in place to protect academic research material produced by professors, students and postdoctoral fellows. Yet this research material must be protected, given that it is essential to the advancement of knowledge and to the University's teaching and research mission.

One way to protect these university research materials is to identify who is responsible for storing them, providing access to them, authorizing copies, and overseeing their use.

The University makes a form available to professors, students and postdoctoral fellows for the purpose of protecting research material.

In accordance with the principle of recognizing intellectual contributions, the University wishes for its professors to ensure that the research material developed within the University remains under the primary responsibility of the University, for the sake of continuing the research for which it is responsible, the education of other students, and the training of postdoctoral fellows.

The research material initially provided by a professor, research supervisor, or person responsible for a postdoctoral fellowship is often the result of several years of work; as such, no student or postdoctoral fellow may claim ownership of any prior art that constitutes the expertise developed by their professor, research supervisor, the professor responsible for their postdoctoral fellowship, or of any research material existing prior to their participation in the research project, or of the research technology that the professor or principal professor makes available to the student or postdoctoral fellow for the purposes of their program of study or postdoctoral fellowship.

When a student's or postdoctoral fellow's research constitutes a significant intellectual contribution to the research material originally provided by their professor, director, research supervisor or the person responsible for the fellowship, the student or postdoctoral fellow is entitled to have their name appear as the author of this contribution and to obtain a copy of said contribution, provided that this copy does not detract from or impoverish the research material or contravene any confidentiality obligations that the University may have entered into with respect to this material or any part thereof.

Unless otherwise agreed, any student who withdraws from their program of study or any postdoctoral fellow who withdraws from their postdoctoral fellowship while participating in collaborative research must return their research material to their professor, their supervisor or the person responsible for the fellowship.

If a student or postdoctoral fellow arrives with research material, they must demonstrate ownership of it.

Unless otherwise agreed, any and all research material created collaboratively as part of a study or research project falls under the responsibility of the collaborators.

If the student or postdoctoral fellow carries out research without the significant intellectual contribution of any other person connected to the completion of their program of study, i.e., starting from a personal original idea, working alone and creating research material, said research material is the property of the student or postdoctoral fellow. However, the student or postdoctoral fellow may be required to demonstrate the non-institutional nature of their research material. If the research material is proven to be non-institutional, the student or postdoctoral fellow may, by means of a form, authorize their supervising professor to keep a copy for the purposes of the latter's teaching and research mission.

5.3 Access to and use of research material

In any collaboration, the student or postdoctoral fellow must have access to available and existing on-site research equipment that will enable them to carry out and complete their own research work in order to pursue and successfully complete their program of study or postdoctoral fellowship.

Conversely, the student or postdoctoral fellow agrees uphold the confidentiality of the information brought to their knowledge in the course of or in connection with their research.

The student or postdoctoral fellow also agrees not to use or allow the use of the research material, documents, software, processes and techniques to which they have access for purposes other than those for which they were developed or, in the course of employment, unless they have obtained the authorization of their professor, their supervisor, their research director or the person responsible for the fellowship.

For the purposes of their work, essay, dissertation or thesis, the student may use the research material and results that enabled them carry out their work and any other work in which they participated, whether their intellectual contribution was significant or supportive in nature.

The student or postdoctoral fellow has a duty to mention the source of the research material from which a work, essay, master's thesis or doctoral thesis is derived, and to give due credit for any contribution to the research.

In a spirit of mutual respect, the person who produced or created research material holds the priority in respect to the use of this material for publication purposes. For example, if a student or postdoctoral fellow wishes to use a professor's material, that student or fellow must obtain the professor's consent. Conversely, a professor may use the results of a student's or postdoctoral fellow's research without their consent.

To the extent that the student or postdoctoral fellow has been directed or supervised in the course of a research project, they should use a form to enable the research supervisor or the person responsible for their fellowship to have a free copy of their research material and results for teaching and research purposes if such material and results have been deemed institutional. The research supervisor or person responsible for the postdoctoral fellowship agrees not to make any commercial use of these materials and research results and agrees that, if such commercial use is being considered, an agreement with the student or postdoctoral fellow shall be necessary.

A professor, student or postdoctoral fellow who joins a research project at the University on an ad hoc basis and who wishes, during or after their stay, to publish or present results under the responsibility of the University, must obtain permission from the owner(s) of the results to make use of them, and mention their affiliation with the University in the publication or presentation in question.

5.4 Safeguarding of research material

Where a student's or postdoctoral fellow's research work is part of the research of their professor, their research supervisor or the person responsible for their postdoctoral fellowship, it is the responsibility of said research supervisor or responsible person to safeguard the research material used or created by the student or postdoctoral fellow for such time as is deemed necessary to answer questions about the data's accuracy, authenticity, precedence over other research materials, and compliance with laws and rules governing the conduct of research.

If the research material produced by the student or postdoctoral fellow qualifies as non-institutional, as described in the last paragraph of Article 5.2, the student or postdoctoral fellow is responsible for safeguarding said research material.

In all cases, research materials must be safeguarded in accordance with rigorous procedures that must be communicated to collaborators to ensure their compliance. This is particularly important in research spanning multiple generations of students and postdoctoral fellows.

5.5 Contract research more specifically

In the view of the University, contract research, whether with a company or an organization (public, parapublic or community), is a rich learning opportunity for students and postdoctoral fellows. However, this partnership research must respect the educational process of students and postdoctoral fellows and the freedom of concerned faculty, students and postdoctoral fellows to disseminate and exchange knowledge for the benefit of other researchers and society.

For this reason, the University shall ensure that nothing in the contractual agreement will interfere with the student's right to be assessed fairly and equitably with a view to degree completion and, while upholding the confidentiality of information provided by a third party, will firmly negotiate the third party's recognition of the rights of the University and of its professors, students or postdoctoral fellows to publish and use any and all university products resulting from such an agreement for teaching and research purposes.

The freedom to publish includes essays, dissertations and theses, which are public documents, and any delay in publication must be approved by the Vice-President, Research (or a person designated thereby), in accordance with Article 4.1.2 herein.

The contractual agreement will also ensure that the intellectual property rights of the professors, students or postdoctoral fellows involved are protected.

A professor, research supervisor or person responsible for a postdoctoral fellowship who offers a student or postdoctoral fellow the opportunity to carry out their work as part of contract research must inform the student or postdoctoral fellow of the conditions under which the work will be done and the intellectual property implications. Any student or postdoctoral fellow who gives free and informed consent must sign an agreement stipulating that they agree to comply with the commitments made by their professor, their research supervisor or the person responsible for the fellowship.

The University guidelines pertaining to borderline or exceptional cases are as follows.

- a) Any professor in discussions with potential partners regarding a collaboration of a contractual nature must make sure that they retain their freedom as a university professor, that of the students they supervise or postdoctoral fellows for whom they are responsible, and that of the University, with respect to confidentiality, disclosure and use of project results.

- b) Any work assigned to a student in the course of contract projects must be in line with the objectives of their program of study and must be free of any restrictions that could hinder their academic progression or assessment toward degree completion.
- c) Unless otherwise agreed and approved by the Vice-President, Research (or a person designated thereby), no professor who has an interest in a company or organization, or whose family member or relative has an interest in a company or organization, may assess the work or serve on the jury evaluating a thesis or dissertation that a student has submitted as part of a project supported by that organization or company.
- d) A potential conflict of interest exists when a professor who has a financial relationship to a spin-off company based on their own research agrees to supervise a student whose project is in line with the same research. For this reason, the University entrusts the dean of each faculty with the responsibility of evaluating the potential for conflict of interest and giving, or withholding, approval to the research supervisor.
- e) The case of a partnership study plan, in which the student is completing their master's or doctoral studies while employed by a company, is considered contractual research and treated in the same way, namely, with respect for the students' education.

6. COPYRIGHT

6.1 A detailed definition

There are three criteria for a work to be protected by copyright. The work must be an original creation, be the specific expression of an idea (not the idea itself), and be materialized (put into material form). Copyright serves as a way to protect written productions (literary works, geographical maps, song lyrics, etc.), artistic works (sculptures, paintings, photographs, etc.) and dramatic works (films, etc.), musical works, audio recordings, industrial designs (in some cases), software and computer programs, source code, and various research materials (as defined in Chapter 1). As a general rule, copyright protection lasts for the life of the author plus an additional fifty years. The term of protection for performances and audio recordings is fifty years.

Copyright involves two types of rights: moral rights and commercial rights.

- *“Moral rights are thoroughly defined in the 1988 Act. They fall under two categories: the right to authorship, i.e., the right to claim creation of a work; and the right to the integrity of the work, i.e., the right to prevent any modifications or any use of their work that is prejudicial to the author's honour or reputation.”*
- Commercial rights essentially concern the commercial exploitation of a work or the return on investment relating thereto. They allow the owner to publish, produce, reproduce, publicly perform, translate, communicate to the public via telecommunications and, in some cases, to rent a work.

6.2 Ownership of moral and commercial rights

Moral rights de facto belong to the author(s). They are inalienable and, while they are non-assignable, they may be waived in whole or in part, as section 14.1 of the *Copyright Act* (R.S., ch. C-42) stipulates.

Commercial rights are vested in the copyright owner(s) under section 13(1) of the *Copyright Act*, which states that “*the author of a work is the first owner of the copyright therein,*” save exceptions.

Commercial rights may be transferred or assigned by an assignment of right, which is a transfer of ownership of the commercial rights to a work to another owner. They may also be the subject of a reproduction or representation authorization according to very specific terms and generally for a specific period of time; this is referred to as a copyright license.

The *Copyright Act* provides for exceptions. Those related to this policy are as follows:

- *Collective works: co-authors are copyright co-owners* provided that each author’s intellectual contribution to the work has been significant within the definition of significant intellectual contribution set out in Chapter 2;
- *Copyright assignment or license: the person to whom such an assignment or license is made holds or may use the rights or part of the copyright in the work concerned;*
- *Contracts of service or apprenticeship (employer-employee context): if the work is performed in the course of employment or a fellowship, the employer is the owner of the copyright (unless otherwise agreed).*

The University, in its practice up to this policy, has always left the moral and commercial rights to the authors, without any distinction with regard to the situation or the type of production. This policy sets out the University’s practices pertaining to students’ and postdoctoral fellows’ ownership of copyright (moral and commercial rights).

6.2.1 Academic productions

As a general rule, the University recognizes that the student owns the copyright (moral and commercial rights) on their academic productions counting toward the completion requirements of their program of study, but with the following understanding.

- A. The student or postdoctoral fellow may use a form to authorize the professor to keep a copy of their academic productions for the purposes of the professor’s teaching and research mission.
- B. In the case of an essay, thesis or dissertation, it is important to understand that commercial rights are limited to the written document and that the results contained in the document are not necessarily and solely the property of the student, since they often arise from close collaboration with their research supervisor and sometimes with members of a research team. These results may be shared with respect to the right, in particular, to publish or to commercially exploit.

For a thesis or dissertation, the University requires the student to sign a license allowing the University’s Service des bibliothèques to reproduce and loan out the thesis or dissertation.

The student will also be offered the opportunity to sign a license granting the National Library of Canada the same reproduction and loaning rights.

- C. If the academic productions were produced in a team setting, the student members of the team are co-owners of the copyright (moral and commercial rights), provided that each student made a significant contribution.
- D. A student's copyright on works produced as part of the research activity of a team or of a thesis or dissertation supervisor does not automatically extend to all the research results with which the student was associated, and must not deprive the other members of the team or the director, supervisor or advisor of the rights arising from their respective contributions. Consequently, a student may not, on the basis of a fragmentary copyright claim, prevent their research director, supervisor, research advisor or other team member from using ideas, compilations or other data to publish academic articles, provided that the student's contribution is acknowledged.
- E. If the academic production results in software that the student(s) wish to commercially exploit, they must submit their case to the Bureau de liaison entreprises-Université (BLEU), which will conduct an in-depth evaluation. See Chapter 9 for details of the procedure.

If the software is deemed to be institutionally produced and meets all the conditions for taking steps toward its commercial exploitation, the University then asks the inventors to recognize the University's ownership of the commercial copyrights.

- F. In the case of contract research, the student or postdoctoral fellow is required to uphold the University's commitments in respect to copyright (moral and commercial rights), which the student must read over before agreeing, in writing, to participate in such research.

6.2.2 Academic books and articles

The University recognizes student authors' commercial copyrights on any academic or scientific article or book, with the following restrictions:

- The University reserves the right to be reimbursed for the cost of human and material resources that were used specifically to produce the book or article if this use exceeded the resources normally made available to members of the University;
- The University may require a delay in the publication of an article or book for the reasons stated in Article 4.1.2.

6.2.3 Non-academic productions produced in the course of employment at the University or elsewhere

Unless otherwise agreed, if a student produces a work while employed by the University or while being paid from a research grant as a salaried student, in matters of copyright, the student shall be treated the same as any other employee of the University.

When a student does a co-op internship with a company or organization, the student is subject to the copyright policies of their employer. In general, as the *Copyright Act* states, the employer is the owner of the copyright, unless otherwise agreed.

6.2.4 The works of postdoctoral fellows

In matters of copyright, postdoctoral fellows are treated as students.

6.2.5 Non-institutional productions

The student or postdoctoral fellow and, where applicable, the co-creators of a production deemed to be non-institutional are the owners of the commercial rights to that production.

6.3 Commercial exploitation of software

Any student or postdoctoral fellow wishing to commercially exploit their software must submit their case to the Bureau de liaison entreprises-Université (BLEU) in accordance with the procedure set out in Chapter 9 of this policy.

6.4 Fair dealing of a work

Fair dealing is a notion in the *Copyright Act* that permits the use of a work for the purpose of private study, research, criticism, review or news reporting, and considers such use not to be an infringement of copyright.

The citation or reproduction of a non-substantial portion of a work, in terms of both quantity and quality, is deemed to be fair dealing. Provided that the source and the name of the author(s) are indicated, such use does not require the written authorization of the commercial right holder(s) or the payment of royalties.

If the portion cited or reproduced is substantial, in quantity or quality, this requires the written authorization of the commercial rights holder(s) and a mention, in the text, of the work's source and the name of the author(s) of the work.

The substantiality of the cited or reproduced portion is determined by the following criteria:

- Its magnitude in relation to the original work as a whole;
- Its substantiality in the original work;
- Its magnitude in the work in which it is used;
- The purpose of the borrowing;
- The harmful competition that may result for the commercial rights holder(s).

7. PATENTS

7.1 A detailed definition

A patent is a way of protecting any product, process, device or composition as well as any new and useful improvement related thereto or any new application of compositions. Software may be subject to a patent application if it meets the three criteria of patentability. The software must be:

- New;
- Useful; and
- An inventive contribution, i.e., the invention must not be obvious to people of average competence in the field in question.

A patent is a right granted by a government, subsequent to filing an application to that effect in exchange for a full description of an invention. The patent guarantees the exclusive right to make, use or sell the invention for a limited period of time, ranging from 17 to 20 years depending on the jurisdiction. In Canada, this period is 20 years from the date of filing the application with the Canadian Patent Office.

The protection conferred by a patent extends only to a given territory. There is no international patent.

The criterion of novelty requires that an invention not have been the subject of any public disclosure, as set out in Chapter 2, either by the inventor(s) or by any other person. Most industrialized countries adhere to the policy of absolute novelty, meaning that no patent can be granted if the invention has been made public in any way anywhere in the world.

- However, Canada and the United States allow a “grace period” starting from the date of publication in order to file a patent application, provided that the information concerning the invention was published by the inventor(s) themselves.
- However, since few countries are so generous to inventors, it is best not to reveal anything about an invention before filing a patent application.
 - Information may nevertheless be disclosed on a confidential basis.

The *Patent Act* does not mention any moral rights by which to recognize the inventor; however, the University recognizes the inventor(s)’ authorship of the invention.

- The patent application requires that the inventor(s) be identified; any omission of an inventor may result in the patent application being cancelled. It is therefore essential that all persons who made a significant intellectual contribution to the invention (student, postdoctoral fellow, professor, staff) be clearly identified in the patent application.
- Professional colleagues may or may not contribute to the concept in the patent application; great care must be taken in choosing the persons whose names will appear on the patent application as inventors. It is important to understand that the status of inventor is a legal matter, not a question of collegiality; not all authors of a publication are necessarily inventors.

- A person who works under the supervision of another person and who makes no intellectual contribution to the original idea (for example, someone tasked with validating an invention) is not and should not be an inventor. The role of each member of the research team should be clearly defined prior to beginning research or development work on any given project.

Commercial rights essentially allow the commercial exploitation of a work, invention, product or research results, or a return on investment relating to this work or invention.

7.2 Recognition of authorship of an invention

The University recognizes the inventor(s)' authorship of an invention.

If the academic production was produced as a team, the student members of the team are co-inventors, provided that each student made a significant intellectual contribution.

7.3 Ownership of commercial rights

Consistent with practices in the Quebec university community, where the general tendency is for the institution to own the commercial intellectual property rights in cases of commercial exploitation, the University holds commercial intellectual property rights on all results developed from its prior art. The University is responsible for the commercial exploitation of a work, invention, product or research results; for the return on investment relating to these research results; and for managing the distribution of revenues between the various parties.

Granting agencies recognize that the results of work carried out with grant research funds are the property of the University, which then has a duty to ensure their protection and commercial exploitation.

This unique property has undeniable advantages. It both simplifies intellectual-property management by identifying a single contact person and prevents unexpected claims that could delay or even invalidate transactions relating to the commercialization of intellectual property. Institutional ownership provides better guarantees of fair revenues for the stakeholders involved in creation. (Politique québécoise de la science et de l'innovation, ministère de la Recherche, de la Science et de la Technologie, p. 91, translated freely)

7.3.1 Academic productions in the case of a program of study not related to an external partner

If an academic production created with no relation to an external partner produces research results that student(s) wish to commercially exploit, they must submit their case to the Bureau de liaison entreprises-Université (BLEU), which will conduct an in-depth evaluation. See Chapter 9 for details of the procedure.

If the research results are deemed to be produced institutionally and meet all the conditions for taking steps to commercially exploit them, the University then asks the inventors to recognize its ownership of the commercial rights to the patent.

7.3.2 Academic productions in the case of a program of study related to an external partner

For the results of work stemming from research projects with one or more external partners, the issue of commercial intellectual property rights is discussed case-by-case, based on a detailed analysis of where the prior art comes from.

A professor, research supervisor or person responsible for a postdoctoral fellowship who offers a student or postdoctoral fellow the opportunity to carry out their work as part of contract research must inform the student or postdoctoral fellow of the terms and conditions under which the work will be carried out and the intellectual property implications. The student or postdoctoral fellow can agree or decline to work on the project, knowing that if they agree, they lose their commercial intellectual property rights to the results with no compensation other than the remuneration paid for their participation in the research. If they agree, the student or postdoctoral fellow must sign an agreement stipulating that they shall comply with the commitments made by their professor, their research supervisor or the person responsible for the fellowship.

A . If the prior art belongs to the University

Where the prior art originates from the University, the University generally owns the commercial intellectual property rights to the research results.

B. If the prior art belongs to the external partner

Where the prior art originates from the external partner(s), the University negotiates ownership of the commercial intellectual property rights to the research results.

If the partner(s) is/are the owner(s) of the commercial intellectual property rights, the external partner(s) may agree with the University and the inventor(s) on financial compensation.

7.3.3 Non-academic productions produced in the course of employment at the University or elsewhere

Unless otherwise agreed, if a student creates or participates in the creation of an invention while employed by the University or is being paid from a research grant as a salaried student, in matters of patent, the student is treated the same as any other employee of the University.

Unless otherwise agreed, when a student does a co-op internship with a company or organization, including the University, that student is subject to the patent policies of their employer.

7.3.4 Inventions by postdoctoral fellows

In matters of patent, postdoctoral fellows are treated the same as students.

7.3.5 Productions deemed non-institutional

The student or postdoctoral fellow and, where applicable, the co-creators of a production deemed to be non-institutional are the owners of the commercial rights to that production.

7.4 Protection and commercial exploitation

Any student or postdoctoral fellow wishing to secure intellectual property protection for their invention under a patent with a view to commercial exportation must submit their case to the Bureau de liaison entreprises-Université (BLEU) in accordance with the procedure set out in Chapter 9 of this policy.

8. OTHER INTELLECTUAL PROPERTY PROTECTION MECHANISMS

8.1 Overview of mechanisms

In addition to copyright and patent, which are the most commonly used intellectual property protection mechanisms in academic settings, there are other legal mechanisms to protect specific cases:

- The *Integrated Circuit Topographies Act* addresses three-dimensional configurations of electronic circuits incorporated into integrated circuits or layout designs; it provides for 10 year protection allowing registered owners to prevent other parties from reproducing the topography and importing or using it in manufactured products.
- The *Trademarks Act* deals with word(s), symbol(s), logo(s), image(s) (alone or in combination) and certain industrial designs that distinguish a person's or organization's products or services from those of others on the market; registering a trademark in a given country gives the exclusive right to use the trademark in that country for a set period of time; for example, in Canada, the period is 15 years, renewable every 15 years thereafter, provided that the holder can demonstrate their commercial use of the trademark.
- The *Industrial Design Act* allows for the protection of non-utilitarian shapes, ornaments, and patterns of a mass-produced object; registering allows industrial designers to prevent other persons from making, using, leasing or selling their designs in Canada for up to 10 years.
- The *Plant Breeders' Rights Act* provides a form of protection complementary to the *Patent Act* that allows for the protection of new plant varieties; to be recognized as new, a plant variety must meet the three following criteria: it must be clearly distinguishable from other known varieties by reason of one or more identifiable characteristics; these characteristics must be stable and homogeneous; the owner of a plant variety has the exclusive right, for a period of 18 years, to produce propagating material of the protected variety within Canada and to sell that material.

Each of these mechanisms is covered by a law that sets out its nature and functioning. For more information on any of the above mechanisms, students and postdoctoral fellows may contact the BLEU or consult the websites listed at the end of this policy.

8.2 Recognition of authorship of a work and ownership of commercial rights.

Recognition of authorship of a work and of ownership of commercial rights are treated in the same way as for patents: see Chapter 7, Articles 7.3 and 7.4.

8.3 Protection and commercial exploitation

Any student or postdoctoral fellow wishing to secure any of the intellectual property protection mechanisms set out under Article 8.1 with a view to commercial exploitation must submit their case to the Bureau de liaison entreprises-Université (BLEU) in accordance with the procedure set out in Chapter 9 of this policy.

9. PROTECTION AND COMMERCIAL EXPLOITATION

9.1 Disclosure

Any student or postdoctoral fellow enrolled in a program of study or postdoctoral fellowship at the University who is a creator or inventor—in consultation with co-creators or co-inventors (if this is the case)—who wishes to secure protection for their work or invention with a view to commercial exploitation must submit their case to the Bureau de liaison entreprises-Université (BLEU), which is formally mandated for this purpose by the Vice-President, Research, who will have them complete the *Déclaration d'invention* (Invention Disclosure) form.

The works or inventions covered by this chapter are as follows:

- Software, whether protectable by copyright or patent,
- Inventions protectable by patent,
- Know-how, protectable by confidentiality agreement,
- Works protectable by other protection mechanisms.

9.2 Evaluation

As soon as the BLEU receives the duly completed *Déclaration d'invention*, it works together with the appropriate authorities to verify the institutional or non-institutional nature of the work or invention.

The creator(s) or inventor(s) are required to participate in the BLEU evaluation process.

- A. If the work or invention is deemed non-institutional, the creator(s) or inventor(s) are free to undertake the steps they wish, without any compensation for the University.

Any student or fellow, in consultation with co-creators or co-inventors, who wishes to apply for protection with a view to commercial exploitation of a work or invention deemed to be non-institutional may submit the work or invention to the BLEU, which will review the case as for an institutional work (point B. of Article 9.2).

- The BLEU may agree or refuse to undertake the steps to apply for protection and exploitation; in all cases, it shall provide the creator(s) or inventor(s) with an explanation of the grounds for its decision.

- If the BLEU accepts, the creator(s) or inventor(s) must, if applicable, waive moral rights to the integrity of their work and recognize the University's commercial rights to commercially exploit the work or invention.
- B. If the work or invention is deemed to be institutional, then the BLEU, in collaboration with the appropriate authorities, conducts a comprehensive evaluation of the following aspects:
- Identification of all creators or inventors, past and present
Who can claim the title of creator or inventor?
 - State of progress of the work
Is the work or invention sufficiently far along to be protected and/or commercialized?
 - Patentability or eligibility for other protection mechanisms
Does the work or invention meet the criteria for the desired protection mechanism?
Has the work or invention been the subject of a publication or presentation that would undermine the application for protection?
 - Commercial potential
Does the work or invention have a chance of being profitable with respect to the investments it requires?
- a) If the work or invention does not meet one or more of the conditions listed above, the BLEU meets with the creator(s) or inventor(s) to discuss the best way forward in the case.
- b) If the work or invention meets all of the conditions listed above, the BLEU and the creator(s) or inventor(s) sign the *Entente relative à la gestion de la propriété intellectuelle et du transfert technologique d'une invention* (agreement on the management of intellectual property and technology transfer for an invention), file an application for intellectual property protection under the appropriate mechanism for the work, and take steps toward commercial exploitation.

The BLEU has three months from its receipt of the duly completed *Déclaration d'invention* to conduct the above-described evaluation of protection and commercial exploitation.

9.3 University protection and commercial exploitation of a work or invention

As soon as the application for protection is filed, the BLEU takes the steps to commercially exploit the work or invention.

The creator(s) or inventor(s) are required to participate in the steps taken by the BLEU.

There are essentially two routes of commercial exploitation, each of which is associated with various actions.

- The granting of an exploitation license:
 - Identification of potential partners: existing enterprises or enterprises created by the licensee;
 - Promotion of the work or invention: BLEU website and other specialized sites; direct contacts;
 - Negotiation and entry into commercial-exploitation licensing agreements;
 - Sales reports and payment of royalties;
 - Transfer of net revenues to the creators or inventors, the faculty(ies) of the creators or inventors, and the University.

- Starting a joint venture between the University and creators or inventors:
 - Drawing up a development plan for the business project;
 - Finding financial partners;
 - Negotiating each partner's terms of participation in the enterprise;
 - Entering into legal agreements on the company's functioning;
 - Share-capital and royalty split between the creators or inventors, the faculty(ies) of the creators or inventors, and the University.

It is agreed that if two years after the effective date of the *Entente relative à la gestion de la propriété intellectuelle et du transfert technologique d'une invention* the University has not commercially exploited the work or invention or if the University is not actively engaged in negotiations aimed at commercial exportation, the University, by virtue of a specific agreement, shall transfer back to the creators or inventors all the rights it holds to the commercial exploitation of the work or invention. This agreement provides for a minimum compensation for the University, payable out of the revenues received by the new owners, should they commercially exploit the work or invention.

9.4 Distribution (split) of revenues arising from the University's commercial exploitation of a work or invention

The distribution of revenues from the University's commercial exploitation of a work or invention is based on net revenues.

The net revenues correspond to the gross revenue minus expenses incurred by the University to develop and manage activities to protect and commercially exploit the work or invention.

Gross revenues designate and include all revenues (royalties, share capital) received by the University from agreements with third parties and related to the commercial exploitation of the work or invention. Gross revenues do not include research funds from external sources to further develop the work or invention.

The distribution of revenues arising from the commercial exploitation of a work or invention is as follows:

- 50% to the creators or inventors
 - The co-creators or co-inventors agree on a distribution formula for their share based on their contribution to the work or invention and on their participation in evaluation and commercial exploitation processes. This formula is an integral part of the *Entente relative à la gestion de la propriété intellectuelle et du transfert technologique d'une invention*.

- 50% to the University, which, where applicable in accordance with the agreement to this effect, shares the net revenues with the affiliated hospital centre(s).

10. DISPUTE RESOLUTION

10.1 General principle

In the area of dispute resolution, the University encourages stakeholders to seek a solution negotiated professionally and in good faith between the parties:

- a) An informal meeting between the parties and the Vice-Dean, Research of the faculty concerned,
- b) The mediation process,
- c) The arbitration process, where legally possible.

10.2 Informal resolution

In the event of disagreements regarding the application and/or interpretation of this policy, the parties concerned are encouraged to attempt to informally resolve the dispute by submitting their case to their faculty's Vice-Dean, Research.

In this effort to find a resolution, the parties are expected to demonstrate collaboration and good faith.

10.3 Formal dispute resolution

10.3.1 Formulation of the complaint

If the dispute referred to in Article 10.2 persists, the student, the postdoctoral fellow or any other person concerned by this policy may file a complaint with the Vice-President, Research.

The complaint must be in writing and include the following:

- a) A description of the pertinent facts;
- b) Identification of the person and/or entity responsible for violating one or more of the rights provided for in the policy;
- c) A specification of the relevant provisions of the policy that are being invoked in support of the complaint.

10.4 The mediation process

10.4.1 Initiation of the mediation process

Upon receiving the complaint, the Vice-President, Research initiates a mediation process. To this end, they provide the parties with a list of persons qualified to act in the capacity of mediator. If the parties fail to agree on a choice of mediator within 10 days of receipt of the list, the Vice-President, Research shall appoint one.

10.4.2 Appointment of the mediator

In proposing or appointing mediators, the Vice-President, Research shall take into account such considerations as are likely to ensure the work of an independent and impartial person.

10.4.3 Submission of documents to the mediator

After being designated by the parties or the Vice-President, Research, the mediator may request that each party submit a brief written note explaining the general nature of the dispute and the points at issue. Each party shall forward a copy of this note to the other party.

The mediator may also request that each party submit a written statement of its position and the facts and reasons behind it, along with such documents and other means of proof as that party deems relevant. Each party shall forward a copy of this statement to the other party.

The mediator may, at any stage of the mediation process, request that a party provide it with any additional information that the mediator deems relevant.

10.4.4 Role of the mediator

The mediator shall assist the parties independently and impartially in their efforts to resolve the dispute.

The mediator shall be guided in the performance of mediation duties by the principles of objectivity and procedural fairness and by compliance with the rules set forth in this policy.

Subject to the preceding paragraph, the mediator may conduct the conciliation process as they see fit, taking into account the circumstances of the case, any wishes expressed by the parties, and the need to reach a timely settlement of the dispute.

The mediator may, at any stage of the mediation process, make proposals for resolving the dispute. Such proposals need not be made in writing or be accompanied by an explanatory statement.

10.4.5 Assistance

To facilitate the mediation process, the parties, or the mediator with the consent of the parties, may arrange for the assistance or expertise of a qualified institution or person.

10.4.6 Communications

The mediator may ask to meet with the parties, and may communicate with them orally or in writing. The mediator may meet or communicate with the parties together or separately.

Unless the parties have agreed on a location for meetings with the mediator, the location shall be determined by the mediator, after consultation with the parties and taking into account the circumstances of the mediation process.

Upon receiving information on the facts of the dispute, the mediator reveals the content thereof to the other party so that the latter may be able to present the mediator with any explanations it deems useful. However, where a party provides information to the mediator on the express condition that it remains confidential, the mediator shall not disclose it to the other party.

10.4.7 Cooperation and good faith in the process

The parties shall cooperate with the mediator and act toward each other in good faith.

10.4.8 Dispute resolution

Each party may, on its own initiative or at the request of the mediator, submit suggestions to the mediator for resolving the dispute.

If it appears to the mediator that there are elements of agreement that would be acceptable to the parties, the mediator shall formulate the terms of a resolution and submit them to the parties for their observations. In light of these observations, the mediator may amend the terms of the resolution.

If the parties reach an agreement on resolution of the dispute, the mediator shall record the details of the settlement in a document duly signed by the parties and the mediator.

By signing the agreement, the parties end the dispute.

10.4.9 Confidentiality

The mediator and the parties shall uphold the confidentiality of all matters pertaining to the mediation process. This obligation extends to the document setting out the agreement between the parties, unless its execution requires that it be disclosed.

10.4.10 End of the process

The mediation process ends upon:

- a) The signing of the agreement between the parties, on the date of that agreement;
- b) A written statement by the mediator to the Vice-President, Research and to the parties concerned, stating that further mediation efforts are no longer warranted, as of the date of the statement.

10.4.11 Use of another procedure

The parties agree not to initiate, during the mediation process, any arbitral or judicial proceedings relating to a dispute subject to the mediation process, with the understanding, however, that a party may initiate such proceedings where, in its opinion, such action is necessary to protect its rights.

10.4.12 Subsequent role of the mediator

The parties and the mediator agree that the mediator shall not act as an arbitrator or as a representative of a party in any arbitral or judicial proceedings related to the dispute that is the subject of the mediation process. The parties also agree not to call the mediator as a witness in any such proceedings.

10.4.13 Admissibility of evidence in another proceeding

The parties agree not to invoke or offer as evidence in any arbitral or judicial proceedings, whether or not related to the dispute that is the subject of the mediation process:

- a) The views expressed or suggestions made by the other party with respect to any resolution of the dispute;
- b) The facts admitted by the other party during the mediation process;
- c) The proposals presented by the mediator;
- d) The fact that the other party has indicated its willingness to accept a resolution proposal made by the mediator.

10.5 The arbitration process

10.5.1 Initiation of the arbitration process

In the event that the mediation process is ended in accordance with 10.4.10 b. herein, where arbitration is legally possible, the Vice-President, Research shall initiate the arbitration process. To this end, the Vice-President, Research provides the parties with a list of persons qualified to act in the capacity of arbitrator. If the parties fail to agree on a choice of arbitrator within 10 days of receipt of the list, the Vice-President, Research shall appoint one.

10.5.2 Appointment of the arbitrator

In proposing or appointing arbitrators, the Vice-President, Research shall take into account such considerations as are likely to ensure the work of an independent and impartial person.

10.5.3 Arbitration procedure

The arbitrator may proceed with the arbitration as they see fit, provided that the parties are treated equally and that, throughout the procedure, each party is given full opportunity to assert its rights and present its case.

The provisions of the *Code of Civil Procedure of Québec* apply in addition to the arbitration process as provided for in this policy.

The arbitrator shall have exclusive jurisdiction to rule on any question of fact, law, evidence or procedure not already determined herein or not specifically dealt with in the *Code of Civil Procedure of Québec*. The arbitrator may also, on the arbitrator's own motion or at the request of a party, rule on any other question under investigation, including any incidental or interlocutory means affecting the arbitrator's jurisdiction, powers, interpretation or application of this policy or any other question to be determined to ensure the proper conduct of this arbitration or the administration of full and complete proof by the parties.

The arbitrator may not, however, order any conservatory or provisional measures for which the parties must apply to the competent judicial authority, but their initiation of such recourse shall not entail any waiver on their part of arbitration of the dispute, nor shall it interrupt it unless the judicial authority so decides.

10.5.4 Preparatory conference

If the judge deems it appropriate, the arbitrator may, at any time prior to the commencement of the hearing, convene the parties to a pre-hearing conference to decide any matter likely to promote the proper conduct of the arbitration procedure, provided that the arbitrator prepares a report thereon and communicates it to the parties.

10.5.5 Confidentiality

The parties agree to ensure the confidentiality of the hearing and the award. It is understood that there will be no publicity and that, apart from the parties, their representatives and their witnesses, no one will attend the hearing unless by consent of the parties.

The documents and files relating to the arbitration are also confidential and may be accessible only to the arbitrator, the parties and their experts and representatives.

10.5.6 Arbitration award

The arbitrator will have 30 days following the end of the hearing to deliberate. This period may, under exceptional circumstances, be extended by the Vice-President, Research, for a maximum of 30 additional days.

If the parties settle their dispute before a final award is rendered in the matter, they shall forward a copy of their agreement to the arbitrator, who shall record the substance of the agreement in an arbitration award.

The arbitrator is obligated to keep the deliberations secret.

The arbitration award shall be final and without appeal. It is binding on the parties and is rendered in accordance with the rules set out in this policy. The arbitrator shall deliver a copy of the award to the parties and to the Vice-President, Research.

11. GENERAL PROVISIONS

11.1 Overall responsibility for the distribution, application and amendment of this policy rests with the Vice-President, Research.

11.2 This policy shall enter into force upon adoption by the Board of Governors.

12. ENTRY INTO FORCE

This Policy is effective as of June 18, 2001.

13. REFERENCES

Canadian Intellectual Property Office. *A guide to copyright*, April 2000.

Canadian Patent Act. Website: <https://laws-lois.justice.gc.ca/eng/acts/p-4/FullText.html>.

Copyright Act. Website: <https://laws-lois.justice.gc.ca/eng/acts/c-42/index.html>.

École Polytechnique de Montréal. *Intellectual Property*, website: <https://etudiant.polymtl.ca/etudes/en/graduate-studies/intellectual-property>.

Harvard University. *Statement of Policy in regards to Inventions, Patents and Copyrights*, website: www.fas.harvard.edu/~research/greybook/patents.html.

Industrial Design Act. Website: <https://laws-lois.justice.gc.ca/eng/acts/i-9/index.html>.

Integrated Circuit Topography Act. Website: <http://canada.justice.gc.ca/fr/lois/I-14.6/index.html>.

La brevetabilité des logiciels. Website: www.robic.ca/publications/166.htm.

McGill University. *A Guide to Sponsored Research at McGill University, Part II – University Policies Relating to Research*, website: www.mcgill.ca/fgsr/research/res2body.htm.

McGill University. *Proposal for a Policy on Intellectual Property*, May 3, 2000.

McMaster University. *Intellectual Property Policy*, June 11, 1998, website: www.mcmaster.ca/intelprop/IPPolicy.htm.

McMaster University. *Ownership of Student Work*, April 30, 1990, website: www.mcmaster.ca/senate/academic/ownstwrk.htm.

McMaster University. *Policy for the Distribution of Income from the Sale of Instructional Materials*, March 16, 1981, website: www.mcmaster.ca/policy/academic/saleinst.htm.

Plant Breeders' Rights Act. Website: <http://canada.justice.gc.ca/fr/lois/P-14.6/index.html>.

Projet de Loi C-32, Loi modifiant la Loi sur le droit d'auteur, tel qu'adopté par la Chambre des communes, 2^e session, 35^e législature, 45-46 Élisabeth II, 1996-1997, website: www.pch.gc.ca/ngdn/c32/12472bF.html.

Rousseau, Denis. *Loi canadienne sur le droit d'auteur : contenu, applications, commentaires*, presentation to the Comité de régie du Services des bibliothèques de l'UQAM, March and April 1994, website: www.unites.uqam.ca/bib/Service/doc/drauteur.html.

Stanford University. *Conflict of Commitment and Interest for Academic Staff (RPH 4.4)*, Research Policy Handbook, October 1st, 1999.

Stanford University. *Copyright Policy (RPH 5.2)*, Research Policy Handbook, December 22, 1998.

Stanford University. *Faculty Policy on Conflict of Commitment and Interest (RPH 4.1)*, Research Policy Handbook, April 14, 1994.

Stanford University. *Inventions, Patents and Licensing (RPH 5.1)*, Research Policy Handbook, July 15, 1999.

Stanford University. *Multi-Authored Research Papers (RPH 2.7)*, Research Policy Handbook, November 30, 1989.

Stanford University. *On Academic Authorship (RPH 2.8)*, Research Policy Handbook, September 1985.

Stanford University. *Openness in Research (RPH 2.6)*, Research Policy Handbook, May 16, 1996.

Stanford University. *Policies of the Office of Technology Licensing*, website: <http://otl.stanford.edu/inventors/policies.html>.

Stanford University. *Relationship Between Students (Including Postdoctoral Scholars) and Outside Entities (RPH 2.11)*, Research Policy Handbook, November 2, 1999.

Stanford University. *Retention and Access to Research Data (RPH 2.10)*, Research Policy Handbook, October 30, 1997.

Stanford University. *Self Quiz – Intellectual Property: Patent and Copyright Law*.

Stanford University. *Tangible Research Property (RPH 5.3)*, Research Policy Handbook, September 1, 1983.

Trademarks Act. Website: <https://laws-lois.justice.gc.ca/eng/acts/t-13/>.

Une introduction à la propriété intellectuelle – brevets, ICBM. Website: www.ptic.ca/f/intellectualproperty/patents/html.

Université de Montréal. *Politique de l'Université de Montréal en matière de brevets et de commercialisation d'inventions : principes, règlement et procédure*, no. 60.2.

Université de Montréal. *Politique de l'Université de Montréal sur la propriété intellectuelle*, no. 60.13, website: <http://tornade.ere.umontreal.ca/Brech/Pol2.html>.

Université de Montréal. *Politique de l'Université de Montréal sur la probité intellectuelle en recherche*, no. 60.11.

Université de Montréal. *Quelques éléments de réflexion sur la propriété intellectuelle des mémoires et thèses*, 3rd (final) version, Comité de la recherche, May 16, 1991.

Université de Sherbrooke. *Déclaration des droits et responsabilités des étudiantes et étudiants de l'Université de Sherbrooke*, 1997.

Université de Sherbrooke. *Projet de Règlement en matière de droit d'auteur et d'édition*, 1994.

Université de Sherbrooke. *Règlement relatif au dépôt des mémoires et thèses*, 1984.

Université de Sherbrooke. *Règlements relatifs aux brevets découlant d'inventions du personnel universitaire*, Bureau de liaison entreprises-Université.

University of Toronto. *Intellectual Property Guidelines for Graduate Students and Supervisors at the University of Toronto*, website: www.sgs.utoronto.ca/intellectualpropertyguidelines.htm.

University of Toronto. *Intellectual Property*, website: www.library.utoronto.ca/rir/purplebk/12pplpbm.htm.

University of Toronto. *Publication Policy*, University of Toronto Governing Council, February 27, 1974, website: www.utoronto.ca/govcncl.

University of Toronto. *University of Toronto Inventions Policy*, website: www.library.utoronto.ca/rir/purplebk/policies/invent.htm.

Université du Québec à Montréal. *Projet de politique sur la propriété intellectuelle*, version dated March 23, 2000.

Université Laval. *Règlement sur la propriété intellectuelle à l'Université Laval*, website: www.ulaval.ca/vrr/rech/Reglement_1999.html.

University of Alberta. *Guidelines for Authorship*.

University of Alberta. *Guidelines for Ownership of Research Materials*.

University of Alberta. *Research Publications Policy*.

University of British Columbia. *Patents and Licensing, Policy # 88*, website: www.policy.ubc.ca/policy88.htm.

University of Calgary. *Policies and Procedures – Intellectual Property*, website: www.ucalgary.ca/UofC/research/policies/ip.htm.

University of Calgary. *Policies and Procedures – Intellectual Property – Interpretative Notes for Graduate Students*, website: www.ucalgary.ca/UofC/research/policies/ipgs.htm.

University of Victoria. *Frequently Asked Questions – Draft Intellectual Property Policy*, as at 6 June 2000.

University of Victoria. *Guidelines for Authorship*.

University of Victoria. *Policy on Intellectual Property*, May 29, 2000.

University of Waterloo. *Intellectual Property Rights, Policy 73*, 28 October 1997, website: www.adm.uwaterloo.ca/infosec/Policies/73a.html.

Wilfrid Laurier University. *Ownership of Student-Created Intellectual Property*, website: www.wlu.ca/~wwwsecr/policy/section11/ipownership.html.

York University. *Faculty of Graduate Studies Intellectual Property Policy*, website: www.yorku.ca/faculty/grads/program/regs/intlprop.htm.