

Intellectual Property FAQs for External/Industry Partners

Please note: All capitalized terms are defined in Sheridan's Intellectual Property (IP) Policy. Sheridan's IP Policy is effective September 15, 2017.

A. General Questions

1. What is Sheridan's policy on IP?

The Sheridan College Institute of Technology and Advanced Learning ("Sheridan") encourages the free-flowing exchange of ideas in order to foster Scholarship, Research and Creative Activities (SRCA) and its practical application to all aspects of teaching and learning. Through the Sheridan IP Policy, Sheridan has endeavored to strike an appropriate balance between promoting academic pursuits, allowing financial benefit from generation of novel ideas and securing Intellectual Property (IP) rights for teaching, learning, and SRCA at Sheridan. Sheridan strives to ensure that the contributions of all stakeholders involved in the creation or development of IP at Sheridan are recognized.

Under the Sheridan IP Policy, subject to exceptions that have been clearly defined, the Creators of IP shall own the IP rights to their creations, including but not limited to, scholarly work, inventions, research, and instructional materials. These rights can only be modified or waived through the Informed Consent of the Creator(s) of the IP. Furthermore, under the policy, Sheridan also preserves its right to use IP without royalty that is identified/created/developed at Sheridan for teaching, learning, SRCA and administration carried on at Sheridan.

Sheridan is an **industry-friendly partner** for applied research. Our expectation is that, in the majority of cases, IP will be assigned to any companies or external organizations engaged in an applied research project or collaboration with Members of Sheridan. To do so, Employees and Students participating in these projects will need to provide their informed consent and sign an Employee/Student participation agreement which acknowledges the delineation of any IP rights set out in the Collaborative Research Agreement between Sheridan and the industry partner. Details are provided below.

2. Who does the IP Policy cover?

The IP Policy applies to all Members of Sheridan as defined in the Policy: "Employees, Students, volunteers, consultants, Contractors, visitors, and any other persons at Sheridan."

3. Can industry partners retain the rights to IP resulting from Collaborative Research or other work with Sheridan?

Yes, if an agreement is signed by Sheridan Employees or Students, whereby they waive their IP rights. Sheridan's IP Policy does not apply when an agreement is signed by Employees or Students where the terms of the contract differ from Sheridan's IP policy.

This may occur when Employees participate in sponsored or funded research, for example, as some funding programs require external/industry partners to own the IP. With Students, this may occur when Students participate in capstone projects directly with industry or other external partners, where external partners often own the IP.

4. How is IP ownership documented?

Funded research may be governed by the terms of the funding agency or an agreement

made as part of an application for funding. Such projects may also be governed by a Collaborative Research Agreement, which includes IP terms. Sheridan Employees and Students who agree to work on a funded project will sign an Employee Participation Agreement or Student Participation Agreement that delineates IP ownership.

External/industry partners collaborating with Sheridan Students on a capstone project may choose to enter into an IP agreement directly with those Students. Sample documents are available on Sheridan's Intellectual Property website.

5. Are any obligations placed on external/industry partners?

Where research is funded by third parties that retain the ownership of IP rights, some form of academic benefit (i.e. enhanced Student learning and/or enriched curriculum) must result.

B. Ownership, Retained Rights, and Sheridan License

1. How will ownership of IP be decided?

IP ownership will be decided based on the delineation described within the Sheridan IP Policy, unless there is an agreement between the parties involved, expressly stating an alternate arrangement.

2. What rights are retained by Sheridan Employees and Students?

Even if a Collaborative Research Agreement has been signed, Sheridan Employees and Students will retain certain limited IP rights to publish and disclose the work. Generally, Employees and Students will retain the right to publish the results of their research in the form of a thesis, journal submission, publication, or presentation. The Employees and Students will also own the copyright to such forms of work.

Additionally, Employees and Students may disclose the Collaborative Research work they complete on their curricula vitae, with the provision that proprietary and confidential information is not disclosed.

3. What rights are retained by Sheridan College itself?

Even if a Collaborative Research Agreement has been signed, Sheridan will still be granted a worldwide, non-exclusive, non-transferable, irrevocable, fully paid-up and Royalty-free license to use any applicable work produced by Employees and Students for teaching, learning, and research purposes at Sheridan. This Sheridan License does not authorize distribution or licensing activity outside the Sheridan community. Further, Sheridan's use of such a license for any commercial purpose is strictly prohibited.

C. Patents

1. Will Sheridan assist with protecting Patents?

Sheridan will only protect Patents owned by Sheridan. If any Patents are created or owned by an external/industry partner, then the onus is on the partner to protect such Patents.

D. Authorship

1. How will Contributors be recognized for their contribution to a project or Scholarly Work?

Sheridan's IP Policy states that all Contributors should receive attribution. Members of Sheridan should receive acknowledgment or attribution for their contributions, as should external/industry partners. Sheridan should also receive attribution and/or acknowledgment for any direct or indirect support.

Sheridan relies on the integrity of all Members of Sheridan to ensure that all Contributors receive appropriate attribution, acknowledgment and credit. If a Contributor feels they have not received sufficient attribution, there is a dispute resolution mechanism outlined in Sheridan's IP Procedure.

Forms of recognition will vary on a case-by-case basis, and may be addressed in a Collaborative Research Agreement. Attribution may involve listing a Contributor's name as author, or making an acknowledgment statement.

E. Dispute Resolution

1. How are IP disputes resolved?

In the unlikely event of an IP dispute with an external/industry partner, the Collaborative Research Agreement will outline the specific Dispute Resolution mechanisms to be used between the parties. If a Collaborative Research Agreement is not in place, the mechanisms embedded in Sheridan's IP Procedure would apply.