

TITLE: INTELLECTUAL PROPERTY PROCEDURE

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**Mandatory Review
Date:**

September 15, 2021

Approved By:

**Office of the Provost
and Office of General
Counsel**

1. Purpose

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) as defined below and its practical application to all aspects of teaching and learning.

In this Procedure, Sheridan has endeavoured to strike an appropriate balance between the practical application of the related Intellectual Property Policy, promoting academic pursuits and openness, fostering innovation, allowing financial benefits from generation of novel ideas and securing Intellectual Property (IP) (as defined below) rights for teaching learning and SRCA at Sheridan.

This Procedure is intended to clarify and foster protection of the IP rights and obligations of Sheridan, Members of Sheridan (as defined below) and other Sheridan-affiliated people while engaged in the development and/or use of IP at Sheridan of the benefit of the wider Sheridan community.

2. Scope

This Procedure applies to all Members of Sheridan (as defined below) and establishes the principles and guidelines for the creation, identification, development, acquisition/ownership, use, maintenance and management of IP at Sheridan.

Unless expressly set out in a separate agreement, this Procedure applies to IP identified, created and/or developed either independently while at Sheridan or in collaboration with external entities at Sheridan including, but not limited to, external industry collaborators, funded research, Applied Research, and contract-based training.

Sheridan, Members of Sheridan and other Sheridan-affiliated people shall take such steps and execute such further agreements and/or documents as may be necessary to give effect to the principles set out in this Procedure and related Intellectual Property Policy.

This Procedure complements the associated Intellectual Property Policy.

3. Definitions

“Application” means the formal request for the registration of IP.¹

“Applied Research” means Research whose objective is to solve a problem or achieve some desired result that can be specified to significant extent but cannot be produced with existing knowledge. Applied Research may generate IP and leads to products or services that may be exploited in the near term. It is differentiated from basic or fundamental research whose objective is discovery and the generation of new fundamental understanding of concepts and relationships. Basic research tends to be peer reviewed and published for broad dissemination in the academic community and is less likely to lead to immediate results. However, basic research does not preclude generation of new IP.

“Author” means an individual who has made a significant contribution to a Scholarly Work, and without whose contribution the Scholarly Work would be incomplete.

“Collaborative Research” means research carried out by any Member(s) of Sheridan in collaboration with another researcher(s) from within or outside Sheridan.

“Conflict of Interest” means a situation that exists when a Member of Sheridan has the opportunity to advance or protect one’s own personal interest, or the interest of others with whom one has a familial, personal or business relationship, the advancement of which may be harmful to the integrity or fundamental mission of Sheridan. This Conflict of Interest may be actual, potential or perceived.

“Contractor” means a person or corporation who provides goods and/or services to Sheridan under terms specified in a written agreement, and who does not have an employment relationship with Sheridan.

“Copyright” means such rights as are recognized in the Canadian *Copyright Act*, R.S.C. 1985, c. 10 (1st Supp.), as amended from time to time, together with international treaties related to Copyright and, for convenience of reference, includes the right to produce or reproduce material or a substantial part of it in any form. Such rights also include the right to perform or publish the material or any substantial part of it. Material that is protected by Copyright includes dramatic, literary, musical and artistic works.

“Course Outline” means an official public document copyrighted by Sheridan and made available to all Students at the beginning of every course. It is available for all Sheridan approved courses, with a course defined as a statement of intentional learning for which credit is assigned and recorded. It forms the basis for a contract among the Student, the professor and the institution.

“Creators” mean persons who bring into being material which is eligible for protection under Canadian and/or foreign IP law.

“Employee” means a person under the employ of Sheridan either:

¹ Canadian Intellectual Property Office: “Glossary of Intellectual Property Terms”, online, <<http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/wr00837.html>>.

- (a) On a full-time, ongoing basis either under the terms of the Academic Employees Collective Agreement, the Support Staff Collective Agreement, or the Terms and Conditions for Administrative Employees; and/or
- (b) On a less than full-time, and/or temporary basis under the terms of an employment agreement.

“Idea” means any conception that exists as a result of mental understanding, awareness or activity.

“Informed Consent” means an agreement, approval or consent to take action or to allow something to take place only after knowing all the relevant facts.

“Instructional Material” means material that is used for the purposes of teaching and/or instruction of Students and pedagogical preparation of faculty at Sheridan, and includes, but is not limited to lectures, *slideshow and/or PowerPoint* presentations, instructor’s notes, manuals, and guides.

“Intellectual Property (IP)” means, for the purposes of this Policy, legal protection for a form of creative endeavor that includes without limitation a Trademark, Patent, Copyright, Industrial Design, Plant Variety, Integrated Circuit Topography and any other government-mandated monopoly grant in Canada or elsewhere that is in recognition of the creative efforts and pursuits of Authors, Creators and Inventors.

“Inventor” means, for the purposes of Canadian Patent law, a person/group of persons who conceives of a “new and useful” art, process, machine, manufacture or composition of matter, or any “new and useful” improvement thereto. The inventive concept under Canadian Patent law must be “reduced to a definite and practical shape” for its creator to be considered an Inventor. As used in this Policy, “Inventor” includes analogous concepts as recognized under the Intellectual Property laws of jurisdictions outside of Canada.

“License” means an agreement that is legally binding and by which an owner of IP grants someone and exclusive or non-exclusive permission to make, construct, use or sell to others such IP for certain purposes and/or under certain conditions. A License does not produce a change in ownership in respect of the licensed IP.

“Members of Sheridan” means Employees, Students, volunteers, consultants, Contractors, visitors, and any other persons at Sheridan.

“Patent” means such rights as are recognized in the Canadian *Patent Act*, R.S.C. 1985, c. P-4, as amended from time to time, together with all foreign equivalents or analogous rights to same as are recognized for protection under the laws of other jurisdictions outside Canada and, for convenience of reference, includes a government grant that confers upon the creator of an invention the sole right to make, use and sell that invention for a set period of time. A Patent may be granted typically only for the physical incarnation of an Idea/process whose product(s) is/are saleable and tangible. A Patent may be obtained for an improvement to an existing patented

invention. However, the original Patent may remain in force, and an agreement with the original inventor(s) may be required before using an improved Patent.

“Professional Integrity in Teaching and Learning” means the ethics of teaching and learning and the special responsibilities faculty members carry throughout their relationships with Students, including, but not limited to: intellectual honesty and integrity; freedom of inquiry; high ethical standards; respect for Students and avoiding any exploitation, harassment, or discriminatory treatment of Students; fostering academic honesty; providing Students with significant academic or scholarly assistance, including not withholding progression in Sheridan work due to a proprietary interest; avoiding conflict of interest due to a proprietary interest; and recognizing their paramount responsibilities to Students and their colleagues.

“Prosecution of a Patent” means the process of writing and filing a Patent Application and pursuing protection for the Patent Application with a patent office located in Canada or elsewhere.

“Responsible Executive” means the President or Vice President who is designated to be responsible and accountable for the development, implementation, maintenance and review of a Sheridan policy. More than one Responsible Executive may be designated for a particular policy.

“Responsible Office” means an area and/or office of Sheridan that is responsible for developing and administering a policy, and/or drafting and maintaining procedures, and/or implementing the business of Sheridan under the direction of a Responsible Executive. More than one Responsible Office may be designated for a particular policy or procedure.

“Royalty” means, for purposes of this Policy, a payment made to an owner(s) of Intellectual Property for the use of his/her/their property, especially Copyright material, Patents and Trademarks. Royalties when defined by an enforceable contract or other arrangement are legally binding. Royalty payments are typically made by those who wish to use licensed IP.

“Scholarly Work” means a work that is eligible for protection under Canadian and/or foreign IP law, and which is created in the course of teaching, learning and/or SRCA at Sheridan. A list of Scholarly Works may include, but is not necessarily limited to the following: books, published papers, research reports, inventions, Instructional Material, Plant Varieties, Industrial Designs, materials protected by Copyright, Integrated Circuit Topographies, academic work submitted by Students (including assignments and theses), Computer Programs, works of art, and/or experimental data. Scholarly Works shall not include Sheridan Trademarks.

“Scholarship, Research and Creative Activities” (SRCA) means an inquiry/investigation or activity conducted by a Sheridan Employee and/or Student that makes a productive, intellectual or creative contribution which advances the knowledge base and adds to developments in their fields. Examples of engagement include, but are not limited to:

- Application of conceptual knowledge to current practice in their fields, such as reports to industry or consulting work;
- Creative contributions to their field through exhibitions or related forms;
- Participation and/or presentations at provincial, national and international conferences;
- Competitions or exhibitions in their fields;
- Development of case studies in their fields;

- Publishing and/or reviewing professional publications in their fields;
- Participation in regulatory and accrediting association workshops, degree audits, or related work in their fields;
- Engaged with the scholarship of pedagogy in their fields;
- Engagement in basic and/or applied research, labour market research, and/or related industry needs assessments;
- Peer-adjudicated publications; and
- Peer-adjudicated research grants.

“Sheridan License” has the meaning defined in Section 4.1(A) (1) below.

“Sheridan Trademarks” has the meaning defined in Section 4.5(A) below.

“Student” means any individual who is admitted, enrolled, or registered for study at Sheridan. Individuals who are active in a program, but not enrolled in classes for a particular term (e.g. on vacation or coop term) are considered to have a continuing student relationship and are included in the definition of Student.

“Trademark” means such protectable subject matter as is recognized in the Canadian *Trade-marks Act*, R.S.C. 1990, c. T-13, as amended from time to time, together with all foreign equivalents or analogous subject matter to same as is recognized for protection under the laws of other jurisdictions outside Canada and, for convenience of reference, includes words, symbols, pictures or designs (or combination of these) that are used to distinguish goods or services of one person or organization from those of others in the marketplace.

4. Procedure

1. When Scholarly Work, Applied Research, and/or SRCA have been funded and/or undertaken pursuant to a contract or collaborative research agreement, Employees and Students shall be forewarned of any waiver of IP rights. Employees and Students must provide informed consent, in writing, to any waiver, terms and conditions related to their IP rights.

2. All Members of Sheridan shall submit an *IP Disclosure Form* to their own faculty or department where:

- There is any collaboration between Employees and Students outside of a course context;
- An Employee and Student work together without an Agreement;
- A real, potential, or perceived Conflict of Interest exists in regards to IP;
- An Employee(s) developed IP at Sheridan and intends to pursue commercialization at their own cost;
- Employee developed a Patent as a result of Sheridan support and pursues a Patent Application; and/or
- There is a dispute specifically in regards to IP.

This disclosure will assist Sheridan to identify the creation, development, acquisition/ownership, use, maintenance and management of IP at Sheridan.

The faculty or department receiving an *IP Disclosure Form* may forward it to the Provost and Vice President, Academic, Sheridan's Office of Undergraduate Research (SURE), and/or the Office of the General Counsel, if and when necessary.

3. All Members of Sheridan shall ensure that the procedures established for the Execution of Documents Policy are followed, in particular with regards to signing authority.

4. All Members of Sheridan shall ensure Sheridan is granted its worldwide, non-exclusive, non-transferable, irrevocable, fully paid-up and Royalty-free License. In accordance with Sheridan's IP Policy, all Members of Sheridan shall, at Sheridan's request, provide their Immediate Supervisor, faculty or department with Copies (i.e. electronic copies, linkable object code, hardcopies, etc.) of all IP to which Sheridan retains a License. This includes Instructional Material posted on SLATE in accordance with requirements of minimal presence as per the Online Teaching and Learning Procedure.

5. Creator(s) of IP shall provide a citation and an acknowledgement statement on the material.

a. All Creators that have made a significant contribution to IP shall be given recognition as a Creator through a citation, as per academic convention, expectations, and the Tri-Agency Research Integrity Policy. Using a basic format which includes source title, year and creator name(s) or a full reference format such as APA or MLA would meet this recommendation. Below are some examples with both basic and APA formats:

i. Presentation slides available in SLATE

Basic format: *Renaissance Art* presentation, 2016, created by Christina de Souza

APA format: de Souza, C. (2016). *Renaissance Art* [PowerPoint presentation]. Retrieved from SLATE.

ii. Tutorial available on a SharePoint site

Basic format: *Childhood Development Tutorial*, 2012, created by the Sheridan's Early Childhood Education faculty

APA format: Early Childhood Education faculty. (2012). *Childhood Development Tutorial* [Online tutorial]. Retrieved from the SharePoint site of Early Childhood Education.

iii. Audio file obtained online

Basic format: *Car Engine Sounds*, 2013, created by Paul Williams

APA format: Williams, P. (2013). *Car Engine Sounds* [Audio file]. Retrieved from <http://cyclops/music.html>

iv. Unpublished computer program obtained from a colleague

Basic format: *C++ Codes for Gaming*, 2015, created by Natalie Shaw

APA format: Shaw, N. (2015). *C++ Codes for Gaming* [Computer software]. Unpublished software, School of Applied Computing, Sheridan, Brampton, Canada.

v. Unpublished research essay by a student

Basic format: Mental health services for new Canadians in Hamilton, 2015, written by Omran Qutub

APA format: Qutub, O. (2015). *Mental health services for new Canadians in Hamilton*. Unpublished paper, Social Service Worker Program, Sheridan, Oakville, Canada.

vi. Conference presentation obtained from SOURCE

Basic format: *Creativity in Business - A Heroic Journey*, 2014, created by Ginger Grant

APA format: Grant, G. (2014). Creativity in Business - A Heroic Journey. In S. Cremen Davidson (Principal Presenter). Vocation as psyche's call: Exploring Jungian, mythic and cinematic perspectives on career. Slides presented at International Conference in Guidance and Career Development, Quebec City, Canada. Retrieved from http://source.sheridancollege.ca/pilon_publ/8

vii. Published journal article

Basic format: Hydrothermal conversion of neutral sulfite semi-chemical red liquor into hydrochar published in *Energies* 9(6), 2016, written by Ramy Gamgoum, Animesh Dutta, Rafael M. Santos, and Yi Wai Chiang

APA format: Gamgoum, R., Dutta, A., Santos, R., & Chiang, Y. (2016). Hydrothermal conversion of neutral sulfite semi-chemical red liquor into hydrochar. *Energies*, 9(6), 435. doi:10.3390/en9060435

b. An acknowledgment of Sheridan's contribution/role in the creation of IP shall be included where Sheridan resources were used, Sheridan was the location where the work was done, and/or any indirect support was provided by Sheridan. For example:

-“This project was made possible with the support of Sheridan.”

-“The research for this publication was supported by the Office of Applied Research at Sheridan.”

-“We would like to thank and acknowledge the support of the Centre for Teaching and Learning at Sheridan on this project.”

-“This module was created by Christina de Souza with the support of Sheridan.”

c. If there is a dispute regarding appropriate attribution, it must be resolved through the Dispute Resolution mechanisms of this policy under Paragraph 11 of this Procedure.

6. Protection of IP

a. Any Member of Sheridan who retains and/or owns any IP rights shall be responsible for independently protecting their own IP rights at their own cost, such as seeking a Certificate of Registration for Copyright material.

b. Sheridan shall only protect its own IP rights and/or any rights attached to a License received by Sheridan.

c. Creators of IP created at Sheridan may pursue its commercialization at their own cost, and must inform Sheridan of such an intention.

7. Authorship

In the event that the section of the IP Policy regarding Authorship is in conflict with normal practice or policy established by a discipline or professional association, the Author(s) of such Scholarly Work should refer the matter to the Provost and Vice President, Academic, who will determine what course of action to adopt.

8. Copyright

a. Members of Sheridan are authorized to make copies of material in which Sheridan owns Copyright or possesses an appropriate License to make copies for use in teaching, learning and SRCA activities. Where it is unclear whether permission is required to copy material whose Copyright is owned by Sheridan or for which Sheridan possesses an appropriate License, an inquiry for clarification may be sent to the Copyright Coordinator.

b. When Copyright material owned by Sheridan or a Member of Sheridan is made available to an external party, a copyright notice shall be included on the material. c. All material subject to Copyright should be marked according to the guidelines provided in 4.3(F) of the IP Policy.

A copyright notice should include the copyright symbol, date of creation or first publication, name(s) of copyright holder(s), and rights information. For example: © 2016 Christina de Souza. All Rights Reserved.

If a Creative Commons license is assigned to the work, a licence symbol and format similar to the example below may be used:



Christina de Souza, 2016. Some Rights Reserved under a Creative Commons Attribution-NonCommercial 4.0 Licence.

More information on permitted uses may be added at the end of a copyright notice. For example:

© 2016 Christina de Souza. All Rights Reserved. This work may be reproduced and redistributed, in whole or in part, provided the use is for a non-commercial educational or administrative purpose at Sheridan and all copies include the following notice: "Reproduced from Christina de Souza's Communication Module, 2016." Other uses would require the permission of Christina de Souza.

Sheridan's Copyright Coordinator can provide guidance on writing copyright notices.

9. Collaborative Pursuits and Research

- a. All efforts will be made to protect and respect ownership of IP rights by all parties.
- b. Any arrangement entered into by Members of Sheridan that limit their enjoyment of rights under the IP Policy shall be entered into with Informed Consent.
- c. If the IP rights in a collaborative pursuits and research are not to be owned by a Student, then the Student shall be forewarned. All course outlines shall contain a statement regarding a student's waiver to IP rights.
- d. Costs of protection, maintenance, preparation, filing, or monitoring of IP is assumed by whomever receives IP ownership.
- e. Sponsored or Funded Research, including Applied Research through SRCA growth grants
 - i. Applied Research projects that receive funding from a company/external organization or granting agency shall be supported through SURE.
 - ii. SURE shall develop and execute collaborative agreements in accordance with the Execution of Documents Policy as required to delineate IP rights, in accordance with funder policies or as negotiated with sponsors.
 - iii. Agreements must be negotiated prior to the commencement of collaborative pursuits or research.
 - iv. Employees participating in sponsored or funded research shall sign an Employee Participation Agreement as needed. Students participating in sponsored or funded research shall sign a Student Participation Agreement as needed, including if being paid as employees.
 - v. Where applicable, the default shall be that Employees and Students shall sign Sheridan approved templates of agreements.
- f. Capstones or other curricular-based scholarship, research, and/or creative activities involving a company or external organization (Unfunded)
 - i. Companies or external organizations involved in a capstone or other curricular-based research who wish to retain the rights to any IP generated through the applied research shall enter into agreements directly with students. Such agreements are between a company/organization and a student. Sheridan is not a party to such agreements.
 - ii. Students enrolled in courses identified as including a capstone or other curricular-based research project shall complete a Student Acknowledgement of Informed Consent for Intellectual Property.
- g. Other Applied Research requiring a formal agreement
 - i. Occasionally, there may be special circumstances where Applied Research involving a company or external organization is not funded/sponsored and is not part of a

capstone or other curricular-based Collaborative Research, and requires an agreement between Sheridan and a third party. Employees shall contact the Office of General Counsel and SURE for guidance if they believe such circumstances may apply.

- h. The table on the next page delineates information regarding the most common types of collaborative pursuits and research at Sheridan. All documents shall be maintained, filed and stored by either by SURE or the responsible Faculty, as appropriate and delineated below depending on the type of collaborative pursuits and research.

Section 9 - Document Completion and Storage for Collaborative Pursuits and Research

Type of Collaborative Pursuit and Research	Collaborative Research Agreement	Student Participation Agreement	Employee Participation Agreement	Student Acknowledgment of Informed Consent	Who Collects and Stores
Sponsored or Funded Research, including applied research funded through SCRA Growth Grants	✓	✓	✓		SURe Office
Capstones or other curricular based scholarship, research and/or creative activities involving a company or external organization (unfunded)				✓	Responsible Faculty (online via My Student Centre)
Other applied research requiring a formal agreement	✓	✓	✓		Determined in consultation with the Office of the General Counsel and the SURe Office

10. Trademarks

- a. When a Member of Sheridan has created or developed a Trademark, the existence of that mark and its date of first use with applicable goods and services shall be disclosed to The Office of the General Counsel by submitting a *Trademark Use Disclosure Form*.
- b. All *Trademark Use Disclosure Forms* received will be assessed within twenty (20) days and the appropriateness of the trademark will be provided by the Office of the General Counsel and Sheridan's Marketing and Communications Department.
- c. All agreements relating to the use of Sheridan Trademarks shall be provided to the Office of the General Counsel.
- d. The Office of the General Counsel shall maintain Sheridan's Intellectual Property Register and all Trademark Applications and registrations.
- e. All questions regarding the use of Sheridan trademarks shall be referred to Sheridan's Marketing and Communications Department.

11. Patents

- a. Any Member of Sheridan shall disclose a developed patentable invention to the Provost and Vice President, Academic, as soon as the potential patentability of the technology or advancement becomes apparent, if he/she wants to determine if there is a desire on the part of Sheridan to provide support for the Prosecution of a Patent or for further development or commercialization of the invention.
- b. The Provost and Vice President, Academic shall make a decision on whether Sheridan will support the inventor for the development or commercialization of the invention.
- c. Where an invention was developed as a result of activity involving Sheridan support, Sheridan shall be fully and promptly informed, in advance and in writing, of all preparation, filing, publication, issuance, rejection or abandonment of Patent Applications for the invention in Canada or elsewhere.

12. Other Types of Intellectual Property

A Member of Sheridan should contact the Office of the General Counsel if he/she believes their intellectual endeavours have yielded rights apart from Copyright, Trademark, or Patents, for case-by-case assessment and assistance.

13. Dispute Resolution

- a. In the event that any section of the IP Procedure and/or related Policy is in conflict with normal practice or policy established by a discipline or professional association, Members of Sheridan should refer the matter to the Provost and Vice President, Academic, who will determine what course of action to adopt.
- b. Details of any dispute regarding IP ownership and/or rights shall be disclosed in detail to the appropriate faculty Dean;

- c. The appropriate Dean shall decide the dispute;
- d. Any appeal of a decision made by the Dean will be made by the Provost and Vice President, Academic;
- e. The Office of the General Counsel is available to review and make recommendations regarding disputes.

5. Related Documentation/Links/Forms

Intellectual Property Policy

All related documents can be found on [Sheridan Intellectual Property site](#)

Collaborative Research Agreement

Student Participation Agreement

Employee Participation Agreement

[IP Policy Disclosure Form](#)