Intellectual Property - Research Results
What is Intellectual Property?

• Intellectual Property (IP) means the material or communicable result of scientific, humanistic, literary, and artistic endeavors

• It includes, but is not limited to, works in the form of scientific discoveries, research results, inventions, designs, patents, unique names, books, monographs, papers, paintings, drawings and sculpture, performances, software, lecture material, and conference presentations

• It includes works which are protected by copyright (publications, thesis), patents (invention), trade secrets, design (shape, appearance), trademarks
University IP Policy

• University IP policy applies to all students and faculty members who create IP supported by the University

• Ownership of IP is governed by the University’s IP policy

• IP is creator-owned, **unless** provided otherwise by a legal agreement

* Keep in mind, most IP created in research has multiple creators: faculty members, students, post docs, the sponsor, and outside collaborators, as applicable
Working with Collaborators
Student Projects

• Collaborators could include industry, government, charities, or colleagues who support your research

• Collaborators seeks expertise to help solve practical problems, generate new ideas, trial new concepts

• Student projects may receive support in the form of:
  ▪ Cash
  ▪ Equipment
  ▪ Software
  ▪ Confidential and Non-confidential Information
  ▪ Employee time
  ▪ Facility access
Relationship Governance

• Relationship between collaborator and university is governed by an agreement

• Agreement protects the University, supervisor, students and collaborator by clearly identify the rights and obligations of each party

• Students should review and understand agreement terms, which include:
  ▪ Intellectual Property (IP) ownership
  ▪ Confidentiality
  ▪ Publication
  ▪ Other - liability, COI, commercialization
IP Ownership
IP Ownership

- IP ownership is detailed in the research agreement

**University/Creator Owned**
- Preferred Scenario
  - May grant free, non-exclusive license to partner to use
  - Ability to use results in the future research collaboration

**Partner Owned**
- Rare Scenarios
  - Likely restricts ability to use results the future

**Joint Ownership**
- Least Preferred Scenario
  - Ambiguity in rights to use and obligations
- Ambiguity in liability

- Likely restricts ability to commercialize
Student Project IP Considerations

• Students can ONLY use the results/IP arising from the project in accordance with terms of the research agreement

• Possible scenarios include:
  • Owned by University/students – no restrictions on use
  • Research and academic use only
  • Owned by the collaborator
    • Cannot reuse for future, non-academic, projects
    • Cannot grant use rights to future, new collaborators
    • Cannot commercially exploit the results
  • Limited use (time, field, or application restricted)
Confidentiality / Non-disclosure
Confidential/Non-disclosure Agreements

• Protects information deemed confidential by a party

• Confidential information can include:
  • Collaborator data and information
  • Project information
  • Experimental protocols
  • Research results/designs

• Limits use and distribution of the information

• Confidentiality obligations usually extends past completion of project/expiry of agreement (e.g., 3-5 years)
Confidentiality

- Confidentiality terms may be in a standalone agreement or built into the research agreement
  - All team members with access to confidential information must sign acknowledgement

- Discourage collaborator from providing confidential information for student projects given intent to publish and present final results
  - Receipt of confidential information may hinder ability to publish

- Our office will assist with the review and approval of any confidentiality agreements
  - Collaborator may insist you sign personally – **check with us first**!
  - Ensure you understand all terms
Publications

• Publications may include reports, articles, abstracts, etc.

• Publications may summarize project results and identify specific intellectual property developed for the project

• Collaborator may own the intellectual property discussed in the publication (i.e. the widget created)

• Copyright in any publications prepared by an author is owned by that author unless copyright is assigned to sponsor
Publication Delays

• Collaborator may **review** prior to submission to determine if any confidential information was included or to identify new IP to protect

• Collaborator may request to **delay** publication of project results
  • Protect IP with patents
  • Time to exploit results before published

• Delays **no more** than 6 months are typical (i.e. 30-60 days)

• Consult research agreement for specifics
Other Considerations
Participation Agreement

- One Agreement per Project
  - may be asked to sign multiple documents if involved in multiple projects
  - Returned to our office

- Agreement confirms participant’s understanding and obligations to the terms of the funding:
  - Confidentiality
  - Publication
  - Intellectual Property/Research Results
Commercialization

• You may elect to commercialize your discovery/invention

• Must abide by research agreements with sponsors

• Must abide by UofC IP Policy
  • Disclose intent to pursue commercialization
  • Share any financial success with the University

• Innovate Calgary
  • Provides resources and assistance to support commercialization activities
  • Meet Innovate Calgary first before taking any steps to commercialize
Questions & Answers
RSO Legal & IP General Inquiries

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