

<b>Policy Title:</b>	Copyright and Intellectual Property		
<b>Category:</b>	<input type="checkbox"/> Institutional - Board	<input type="checkbox"/> Academic - Administrative	
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<b>Approved by:</b>	<input type="checkbox"/> Board	<input checked="" type="checkbox"/> President	
<b>Date approved:</b>	February 24, 2022	<b>Effective date:</b>	February 24, 2022
<b>Policy Sponsor:</b>	Vice President, Academic	<b>Date last reviewed:</b>	February 24, 2022
<b>Date of Mandatory Review (expiry date)</b>	February 2027	<b>Date of last revision of Procedures</b>	N/A

## 1 POLICY

1. Intellectual property is governed by current federal legislation: the Canadian *Copyright Act* and the *Patent Act*.
2. CMCC recognizes and encourages the dissemination of scholarly and copyrightable works. As such CMCC affirms that the author is the owner of copyright in works created in the course of their employment for purposes of instruction and research, including the moral rights, except for the following:
  - a. Works created or modified by employees as assigned tasks in the course of their normal employment, in which case CMCC is the owner. This includes course outlines, learning objectives, course-specific laboratory manuals, and examinations.
  - b. Works created specifically as part of a commissioned task or by employees released from assigned duties where the primary purpose is the creation of the works, in which case CMCC is the owner. The author shall retain moral rights unless waived.
  - c. In cases where works are developed in the course of sponsored research or tasks funded by an outside agency pursuant to an agreement approved by CMCC, ownership shall be determined by the terms of the agreement.
3. When intellectual property is created by employees during the course of their employment, making substantial use of CMCC resources, or as specifically agreed to in writing, the copyright and patent shall be jointly shared between the employee and CMCC.
4. Employees participating in activities generating copyrightable, patentable or commercially valuable materials are required to maintain accurate and detailed records of use of the resources and the extent to which they have been utilized in the production of the works.
5. Employees who own copyright in works created in the course of teaching and research activities and where the works have been printed and distributed or made publicly available through, for example, the Library (subject to stipulations in external contracts), grant CMCC a non-exclusive, royalty-free, irrevocable and non-transferable license to use their work for non-commercial teaching or research activities only. The employee retains the right to withdraw the license, with notice, because of dating or other bona fide scholarly reasons.

6. Conflict of interest exists when students are required to purchase teaching materials in which the instructor has a commercial interest. If the copyright is held by a publisher at arm's length, the instructor(s) must declare a conflict of interest to the appropriate Director. If the copyright is not held at arm's length, the material shall be sold at cost.
7. Notwithstanding the other sections of this policy, parties may agree to share ownership of intellectual property. The parties shall enter into a written agreement at such time as it becomes reasonably apparent that the product is considered to be copyrightable or patentable. The written agreement shall describe the intellectual property and specify the degree of ownership; the distribution of any proceeds; and any other issues determined to be relevant by the parties.
8. CMCC and an employee may enter into a development agreement to formalize each party's shares, rights, obligations, performance requirements, retail price and percent of net profits. Once all preparation and development costs have been recovered, the employee will receive a minimum of 50% and CMCC the remaining portion of the net profit. Employees shall receive pertinent accounting records on a quarterly basis. Any agreement relating to this agreement shall be evidenced in writing and signed by the parties. Verbal agreements are not binding upon the parties.
9. It is the responsibility of the employee to promptly disclose any copyrightable or patentable works in which, under this Policy, CMCC may have an interest, at such time as it becomes reasonably apparent that the product is considered to be copyrightable or patentable. The disclosures are to be made to the Vice President, Academic.
10. When a student produces work governed by the Act resulting from research or scholarly activity conducted under the supervision of CMCC employees and said work is deemed to be a requirement of the academic program the copyright ownership belongs to the student. However, CMCC reserves the right to access the work.
11. CMCC reserves the right to access written work(s) for the purposes of:
  - reference in CMCC's library
  - circulation within the CMCC Community
  - making single copies to be distributed to other colleges or universities publishing the abstract of any student project or thesis.
12. Reproduction on a photocopier is governed by the provisions of the *Copyright Act*. The reproduction of any work governed by the *Copyright Act* may be an infringement of the copyright and, therefore, a contravention of the Act.
13. Neither CMCC, the Health Sciences Library nor the CMCC Supply Centre and Bookstore condone or assume responsibility for any action by students, faculty or alumni with respect to the use of any method of reproduction.

## **2 PURPOSE**

To ensure that CMCC personnel including students and employees comply with the Canadian *Copyright Act* and *Patent Act*.

### **3 SCOPE**

All students, employees, members, adjunct faculty and research partners.

### **4 INFORMATION AND COMPLIANCE PLANS** (not a comprehensive list)

1. The use of copyrighted works at CMCC is enabled by the terms of the Canadian *Copyright Act* and the terms of license agreements negotiated with the publishers and vendors of electronic resources.
2. The library contracts with a variety of vendors and publishers to provide CMCC users with electronic resources (databases, e-journals, e-books, etc.). The terms of license agreements will define copyright permissions granted to CMCC as a licensee of electronic resources. These contractual obligations supersede fair dealing as determined in *Copyright Act*.
3. In the absence of licensing agreements, the copying is allowed under the Fair Dealing exception in the Canadian *Copyright Act*. CMCC faculty, researchers, course instructors and other staff may copy, in paper or electronic form, and communicate short excerpts from a copyright-protected work for the purpose of education, research, private study, criticism, review or news reporting. This includes emailing short excerpts from a copyright-protected work to CMCC students or posting to a learning management system that is password protected or otherwise restricted to, and accessible only by students in the specific course or program.
4. Only an amount less than a substantial part (up to 10%) of a copyright-protected work may be copied. This includes but is not limited to:
  - a single article from a periodical publication
  - one chapter from a book
  - an entire newspaper article or pageProper attribution to the origin of the distributed materials is required.
5. Copies of articles or documents provided through the library's document delivery and digitization request services are made in accordance with the Canadian *Copyright Act* and the terms of any relevant license agreements.
6. Any infringement of the Canadian *Copyright Act* is subject to a disciplinary action within CMCC. As well, persons in violation of this Act are subject to civil litigation.

### **5 RELATED POLICIES** (not a comprehensive list)

- Collective Agreement between CUPE Local 4773 and CMCC
- Discipline - Employees
- Discipline - Students
- Student Code of Conduct: Academic

### **6 DEFINITIONS**

Intellectual property is defined as any form of knowledge or expression created with one's intellect. It can be categorized into two main areas: property (e.g., patents and trademarks) and copyright (e.g., literary and artistic works).

A patentable product (invention) refers to “any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in art, process, machine, manufacture, or composition of matter” (s. 2, Patent Act, RSC 1985, c. P-4) and includes related computer software, know-how and new life forms

Student works are defined as works that are produced by the student as a requirement of the academic program.

Substantial use of CMCC resources means direct discretionary investment by CMCC of funds and staff; the purchase of special products for the creation of works; the use of multimedia production personnel and/or facilities; the use of computing facilities; or any resource used at greater than institutionally authorized levels.

**New Policy Approved (date):**

October 1999

**Policy Revision History (dates):**

August 31, 2017

April 2019

February 24, 2022

-----**END OF POLICY**-----

**7 PROCEDURES**

N/A

**New Procedure Approved (date):**

**Procedure Revision History (dates):**

**8 ATTACHMENTS**

None