

**Section:** Academic/Student (AC)**Subject:** Programs and Curriculum**Legislation:****Effective:** August 25, 2003**Revision:** January 30, 2007; November 22, 2012; September 1, 2016 (reformatted)

**APPROVED:** \_\_\_\_\_  
**President and CEO**

## **POLICY**

The policy of the Board of Governors is to protect the intellectual property resulting from works or inventions developed using SAIT's facilities, funds or resources and to encourage creative and innovative endeavours of SAIT employees.

## **PROCEDURE**

### **GOVERNING PRINCIPLES**

1. SAIT has ownership of and related intellectual property rights in the following works created by its employees or by contractors (pursuant to contractual assignments to SAIT), where those works are created in the course of their assigned duties, their contractual obligations with SAIT and/or using SAIT's facilities, funds or resources on-campus and/or off-campus:
  - a) Administrative materials;
  - b) Curriculum materials;
  - c) Teaching materials and equipment;
  - d) Instructional by-products;
  - e) Teaching/learning resources;

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- f) Professional, technical and artistic works;
  - g) Any other technology or works.
2. SAIT has the right to relinquish and waive its ownership interests, as set out herein.
  3. If SAIT's facilities, funds or resources are used on-campus and/or off-campus in the creation of a work or invention, the creator must acknowledge SAIT in the completed work or invention. SAIT has exclusive ownership of intellectual property rights therein.
  4. SAIT does not claim ownership of or in any works or inventions, regardless of their form of expression, where those works or inventions were not created by its employees or contractors in the course of their employment or contract, and where those works or inventions did not use SAIT's facilities, funds or resources either on-campus or off-campus. In this situation, the creator of that work or invention has ownership of and related intellectual property rights in that work or invention.
  5. If an external organization wishes to enter into a contractual agreement with SAIT for the purpose of an applied research and/or development project, SAIT and that organization may agree in writing at the beginning of the project as to who will claim ownership in and of the resulting work or invention.
  6. Students' intellectual property rights are governed by procedure [AC.3.10.1 Ownership of Student-Produced Work](#). Students interested in pursuing commercialization activities in support of work resulting from their applied student projects or other innovative endeavours at SAIT are encouraged to contact the Applied Research and Innovation Services department (ARIS). ARIS will facilitate and provide resources to support SAIT students in their entrepreneurial undertakings.
  7. When two or more creators are jointly developing works or inventions and they are not SAIT employees or contractors, they should decide how to handle intellectual property issues before engaging SAIT on an applied research and/or development project. It may be appropriate for the creators to document their intellectual property agreement in a written document, particularly where commercialization of the work or invention is possible. The creators should consider this procedure and other relevant SAIT policies and procedures, including those dealing with conflict of interest, integrity in scholarly activity and professional ethics.
  8. Creators are encouraged to contact ARIS for support relating to intellectual property issues.

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9. A creator or SAIT may voluntarily assign or transfer their intellectual property rights to each other or to third parties.
10. Creators must be aware of SAIT's copyright policies and procedures.
11. ARIS will pursue commercialization activities in SAIT's best interests with respect to works, inventions and related intellectual property covered by this policy and procedure.
12. A copy of any agreements dealing with research and/or intellectual property must be filed with ARIS.

## **PROCEDURE**

1. The creator must disclose to SAIT all works, inventions and related intellectual property falling within the scope of this policy and procedure. Disclosure ensures clarity of activity, confirms ownership rights and encourages cooperation between the creator and SAIT. The creator shall complete and submit SAIT's Technology Disclosure form, attached as Schedule A, an Associated Document to this procedure, to ARIS. This must be done as soon as possible, and in any event at least six months before the earliest of the following events:
  - a) Any publication or presentation that would have the effect of putting the work or invention into the public domain.
  - b) The creator entering into any agreements or contracts with any third party in respect of the work or invention and related intellectual property, including but not limited to its commercialization.
2. ARIS must send completed Technology Disclosure forms to the vice president, academic and to the appropriate dean or director for information purposes.
3. ARIS must make a recommendation to the appropriate vice president as to the grant of revenue-sharing rights with the creator. Usually, the creator and SAIT will share in net revenues arising from commercialization of works, invention or related intellectual property covered by this policy and procedure.
4. The creator cannot make or enter into any agreements or contracts with third parties unless the agreements or contracts acknowledge SAIT's ownership rights and unless SAIT has given prior written approval.

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5. If SAIT decides to relinquish and waive its ownership interests to and in favour of the creator, it shall do so by giving written notice to the creator within 60 calendar days from the date that ARIS receives the completed Technology Disclosure form. SAIT and the creator may agree in writing to further extensions of this time as may be required. SAIT's relinquishment and waiver of ownership rights is subject to SAIT and the creator entering into a revenue-sharing agreement.
6. If SAIT does not relinquish or waive its ownership interests within 60 calendar days or within the limits of any agreed-upon time extension, SAIT shall not be deemed to have relinquished any ownership rights in the work or invention.
7. ARIS will work with SAIT's copyright officer to ensure that a creator's copyright applications relating to works covered under this procedure are submitted for filing at the Canadian Intellectual Property Office or as otherwise required.

## **ASSOCIATED DOCUMENTS**

Schedule A    Technology Disclosure Form

## **POLICY/PROCEDURE REFERENCE**

AC.2.11        Intellectual Property policy  
AC.2.11.2     Revenue Sharing and Commercialization procedure

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