

| INTELLECTUAL PROPERTY | | | |
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| Effective Date | February 26, 2026 | Policy Type | Academic |
| Responsibility | Dean Applied Research and Innovation (Intellectual Property Officer) | Related Policies | <ol style="list-style-type: none"> 1. Responsible Conduct of Research Policy 2. Use of Copyright and Materials Policy 3. Copyright Act of Canada |
| Approval Authority | Academic Council | Review Schedule | Every 5 years |

1. Policy Statement:

- 1.1. This policy addresses principles of ownership of Intellectual Property for Northwestern Polytechnic (“NWP” or “the Polytechnic”) employees, students, and contractors.

2. Background:

- 2.1. NWP embraces the principles of free and open access to information.
- 2.2. NWP is accountable to its communities and to the people of Canada for the outcomes of research, creative works, and other scholarly initiatives derived from public funding sources.
- 2.3. NWP supports inventive, scholarly and creative activity, and is committed to ensuring that the interests of NWP, its students, and its employees are safeguarded.
- 2.4. NWP recognizes that applied research is critical to Alberta’s industry and economic development and improves the commercialization and competitiveness of industry partners.

3. Policy Objective:

- 3.1. Provide a comprehensive framework for understanding the ownership of Intellectual Property development by employees of NWP, contractors, and industry partners.
- 3.2. Protect the rights and interests of NWP, its students and its employees.
- 3.3. Protect the rights and interests of community, industry, and the public.
- 3.4. Avoid or mitigate disputes arising from questions of ownership.
- 3.5. Promote applied research activities in support of industry partners.

4. Scope:

- 4.1. This policy applies to all Intellectual Property generated by NWP employees,

students, and persons under contract to NWP.

- 4.2. This policy does not apply to Intellectual Property created by an individual before or after they are employed by, enrolled at, or contracted by NWP.
- 4.3. External agencies, businesses, or other organizations providing funding for research, curriculum development, or some other work may require the signing of agreements or contracts that impose conditions or requirements superseding elements of this policy.

5. Definitions:

- 5.1. **Assignment:** the act of transferring an interest in property or some right (such as contract benefits) to another.
- 5.2. **NWP support:** includes, but is not limited to, the use of NWP funds, staff time and expertise, facilities, equipment, materials, technological information, or proprietary know-how. An employee's reasonable use (casual or minimal) of NWP infrastructure, equipment, support services, and/or the exchange of information is not considered NWP support.
- 5.3. **Contractor:** any individual or company who provides services to NWP under a service contract (i.e. a non-employee-employer relationship).
- 5.4. **Copyright:** the legal right to reproduce, copy, perform, film, or record a written, musical, artistic, or literary work, pursuant to the Copyright Act of Canada as amended or re-enacted from time to time, or to any successor legislation.
 - 5.4.1. External Reference: Section 3.1 of the Copyright Act.
- 5.5. **Creator:** the individual that makes a substantial intellectual contribution to the development of Intellectual Property. In the case of a patent, a creator is an inventor that contributes something inventive to the claims of a patent or patent application; in the case of copyright or design, a creator is someone who contributes something original to the work while exercising skill and judgement.
- 5.6. **Employee or staff:** any person who is employed by NWP or who provides services to NWP under an employment contract.
- 5.7. **Academic staff:** An employee covered under the Academic Staff Association Collective Agreement.
- 5.8. **Research Staff:** An employee not covered by the Academic Staff Association Collective Agreement whose primary employment role is to undertake academic work as part of an NWP research initiative.
- 5.9. **Industry Research:** Applied research that is done by NWP under contract with a third party. The research is primarily supported by third-party resources, and the third party is the owner of the Intellectual Property.
- 5.10. **Intellectual Property:** non-tangible property that is the result of a creative or intellectual process. It can include scientific or scholarly work, inventions and innovations, and literary and artistic works. Legally recognized forms of Intellectual Property include Trademark, Patents, Industrial Designs, Copyright, and Trade Secrets.
- 5.11. **Intellectual Property Officer:** Person or persons appointed by NWP to be responsible for administration of NWP policies relating to Intellectual Property and ownership.
- 5.12. **Moral Rights:** the right of the Creator of a work to have the integrity of the work

maintained and to be named as its author.

5.12.1. External Reference: section 14.1 of the Copyright Act

- 5.13. **Ownership:** entitlement to the moral and material interests of Intellectual Property; the right to use, reproduce, develop, alter, and/or commercialize Intellectual Property and control revenues derived from it.
- 5.14. **Patent:** a set of exclusive rights that protect new inventions, such as new or improved materials, products, or processes.
- 5.15. **Research:** an undertaking intended to extend knowledge through disciplined inquiry or systematic investigation. The production of research may be part of the role of NWP academic staff.
- 5.16. **Researcher:** Any Employee or Student who engages in applied research or scholarly activity.
- 5.17. **Student:** any person registered in an NWP credit course. An NWP employee registered as a student remains an employee for the purposes of this policy.
- 5.18. **Third party:** an industry, business, municipality or not-for-profit organization that enters into an agreement with NWP to conduct Industry Research.
- 5.19. **Contract works:** Intellectual property produced by a Researcher in the performance of an agreement with a Third Party.
- 5.20. **Employee work:** Intellectual property produced by an NWP Employee in relation to their role.
- 5.21. **Commissioned:** work undertaken outside of the employee's normal role at the invitation of NWP, separately compensated or rewarded through a written or verbal agreement.
- 5.22. **Discretionary:** work initiated by the employee toward the fulfilment of a program of research or otherwise related to their role. Discretionary works can include self-initiated voluntary work that results in improvements or additions to NWP processes, programs, and materials.
- 5.23. **Personal work(s):** works created by an NWP Employee outside the scope of employment. Such work includes independent scholarly work, conducted by academic staff without NWP support, and is not included in the person's record of professional activities.

6. Non-Industry Research:

- 6.1. This section applies to Intellectual Property created outside of an agreement with an industry partner to conduct Industry Research. Any overlap with section 7 will be resolved in favor of section 7. Any conflict between sections 6 and 7 and an agreement will be resolved in favor of the agreement.
- 6.2. An employee who creates Intellectual Property in the course of employment with NWP shall have a non-transferrable, royalty-free license to use their Intellectual Property for non-commercial education and research purposes, even if they do not retain sole or partial ownership.
- 6.3. Ownership negotiated by agreement
 - 6.3.1. Intellectual Property is developed in a variety of unique circumstances, and it is infeasible to predict and prescribe a course of action for every conceivable situation.

- 6.3.2. NWP commits to taking a reasonable approach to Intellectual Property ownership that prioritizes preserving NWP's creative and innovative culture.
 - 6.3.3. The Intellectual Property Officer can be consulted as a resource on discussions and disputes surrounding the ownership of Intellectual Property. Where there may be some doubt as to who will own Intellectual Property, Employees are encouraged to discuss any personal works with the Intellectual Property Officer. An Employee may also request consent for a limited use of NWP resources in a personal works, provided that the request is made before NWP resources are used. NWP shall be entitled to withhold consent for any reason, whether objectively reasonable or not.
- 6.4. Ownership by the Creator
- 6.4.1. Unless a prior agreement defines ownership otherwise, sole ownership of Intellectual Property resides with the Creator in the following circumstances:
 - 6.4.1.1. Student work completed within a course of study at NWP.
 - 6.4.1.2. Student work where the student is compensated with public funds in the form of a grant, stipend, or scholarship.
 - 6.4.1.3. Personal Work completed without NWP support.
 - 6.4.1.4. Discretionary Work by Academic Staff in the undertaking of their teaching responsibilities, where no NWP support has been provided.
- 6.5. NWP Ownership
- 6.5.1. For greater certainty, and unless a prior written agreement defines ownership otherwise, sole ownership of Intellectual Property resides with NWP, or with a third party at NWP's discretion, in the following circumstances:
 - 6.5.1.1. Commissioned Employee Work.
 - 6.5.1.2. Discretionary Employee Work created by non-academic staff using Polytechnic support.
 - 6.5.1.3. Work produced by a Student that is commissioned and compensated by the NWP under a written agreement.
 - 6.5.1.4. Work produced by Contractors on behalf of NWP.
- 6.6. Disclosure
- 6.6.1. An Employee shall disclose any potential agreement with a Third Party that falls within the scope of this policy to NWP and shall not enter into such an agreement without NWP's written consent. An Employee shall disclose any potential Intellectual Property to NWP prior to taking any action that may affect NWP's rights. This includes disclosing any potentially patentable inventions or trade secrets to NWP before any publication or public disclosure so that NWP may take appropriate steps to protect the Intellectual Property, at NWP's discretion.

7. Industry Research conducted for a Third-Party:

7.1. Researchers

- 7.1.1. NWP Researchers who assist in Industry Research conducted for a Third-Party shall do so in good faith and in a manner that protects the interests of NWP and the Third Party.
- 7.1.2. Unless otherwise specified in an agreement or as permitted by law, an NWP Researcher who creates Intellectual Property while participating in Industry Research shall not have a license to use the Intellectual Property for non-commercial purposes or otherwise.

7.2. Ownership

- 7.2.1. Where the Intellectual Property arises from Industry Research, ownership of Intellectual Property will reside with the third party.
- 7.2.2. Upon request, all NWP Researchers that participate in Industry Research shall sign an assignment and any other document required to establish the third party's ownership of the Intellectual Property.

7.3. Funding

- 7.3.1. When approached by a third party to conduct Industry Research, NWP will develop a proposal that includes reasonable compensation for the services of NWP Researchers, and the use of NWP facilities and equipment.
- 7.3.2. For Industry Research conducted by students within the scope of their educational program, NWP will only charge administration fees.
- 7.3.3. Where practical, NWP will advise the industry partner on potential sources of funding and government grants and will provide assistance in preparing grant applications. However, NWP is not responsible for securing any funding.

7.4. Commercialization

- 7.4.1. Where a Creator wishes to commercialize any Intellectual Property that is owned by NWP, they may negotiate an agreement with The Side Family Centre for Entrepreneurial Excellence ("CEE"). While any such agreement shall be at CEE's discretion, and subject to any of NWP's existing obligations, CEE shall seek to accommodate reasonable requests.
- 7.4.2. An Employee or Student may also approach CEE for assistance in commercializing Intellectual Property for which NWP is not an owner, in which case assistance shall be provided at CEE's discretion.
- 7.4.3. At their discretion and subject to any existing obligations, CEE may elect to license or transfer Intellectual Property owned by NWP to a third party for appropriate compensation.

8. Roles and Responsibilities:

| Stakeholder | Responsibilities |
|--------------------------------------|---|
| Academic Council | <ul style="list-style-type: none">• Approve this policy. |
| Vice-President, Academic | <ul style="list-style-type: none">• Review and formally support this policy. |
| Dean Applied Research and Innovation | <ul style="list-style-type: none">• Intellectual Property Officer• Define the roles and responsibilities of all those involved in the implementation and/or monitoring of the policy requirements. |

9. Exceptions to the Policy:

9.1. There are no exceptions to this policy, unless necessitated by relevant interpretations or changes in Intellectual Property law.

10. Inquiries:

10.1. Intellectual Property Officer

11. Revision history:

11.1. First approved 2017

11.2. Revised 2020

11.3. Approved by Academic Council 14 May 2020

11.4. Approved by the Academic Council: February 26, 2026