

|                      |                                    |
|----------------------|------------------------------------|
| <b>POLICY TITLE</b>  | AR-05 INTELLECTUAL PROPERTY POLICY |
| <b>POLICY HOLDER</b> | Vice-President Research            |
| <b>ORIGINAL DATE</b> | June 2016                          |
| <b>REVIEW DATE</b>   | March 2017                         |
| <b>REVISED DATE</b>  | March 2017                         |
| <b>NEXT REVIEW</b>   | March 2020                         |

**POLICY**

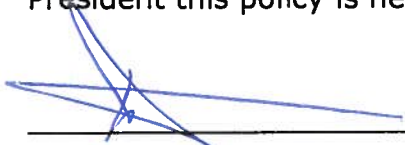
Yukon College (or the College) is committed to the strategic goal of expanding northern research and innovation opportunities. The College strives to expand the culture and capacity to conduct research within the College and throughout Yukon according to the principle that attribution of academic credit and ownership of Intellectual Property (IP) rights belong to the creator(s) unless otherwise agreed to.

This policy is established to define the procedures for attributing academic credit and conferring ownership of rights in IP to those individuals who are responsible for its development, while at the same time encouraging the openness and free exchange of ideas that are essential to successful scholarship.

For those individuals who are covered by the Collective Agreement, if there is any conflict or inconsistency between this policy and Article 61 of the Collective Agreement, Article 61 of the Collective Agreement will apply to the extent of the conflict or inconsistency.

**Approval Statement**

With the unanimous consent of the Senior Executive Committee and approval of the President this policy is hereby deemed in effect the 10 day of March, 2017.

  
\_\_\_\_\_  
President, Yukon College

March 10, 2017  
Date

## **1.0 PURPOSE**

Yukon College as an academic community values openness, sharing of ideas, research, and scholarly activity that is directed toward the fulfillment of its mission and academic goals.

In meeting its role as a research and teaching institution, the College strives to provide an environment in which scholars are able to pursue their teaching and research activities.

Efforts to increase and to communicate knowledge are at the heart of academic endeavours and when such endeavours result in the creation of Intellectual Property (IP), Yukon College is committed to the principle that ownership of rights in IP belong to the creator(s) of that IP unless otherwise agreed to. This policy works in conjunction with federal and territorial laws and Yukon College policy CR-09 Research Integrity, to establish the principles and procedures for ensuring such ownership.

This policy also works in conjunction with the Yukon College Academic Regulations and Procedures to establish the dispute resolution process that will be followed when disputes arise over the attribution of academic credit or rights in IP.

## **2.0 BOARD GOVERNING POLICES**

Board of Governors Policy #3: Yukon College President Responsibilities.

## **3.0 GOVERNING LEGISLATION AND RELEVANT DOCUMENTS**

Yukon College Act,  
Canadian Copyright Act  
Guide to Patents, Industry Canada  
Academic Regulations and Procedures  
Yukon College policies  
Yukon College Collective Agreement  
OCAP: Ownership, Control, Access and Possession

## **4.0 SCOPE**

This policy applies to all members of the College community engaged in research and scholarly activities and includes contractors engaged in such activities unless otherwise stipulated in a duly executed contract.

---

Revised: March 2017  
Original Date: June 2016  
Next Review: June 2019  
Policy Holder: Vice-President Research  
Page 2 of 19

Revised:  
Revised:  
Revised:  
Revised:  
Revised:

## 5.0 DEFINITIONS

**5.01 Informed Consent:** Written consent given by an individual who has received the information necessary to allow a considered judgement, who has adequately understood the information, and who has arrived at a decision of consent without having been subjected to coercion, undue influence, inducement, or intimidation.

Pursuant to Yukon College policy CR-09 Research Integrity, the following definitions apply to this policy:

**5.02 Research:** is defined by the Canada Foundation for Innovation as “the attempt to discover new facts, knowledge, and information to develop new interpretations of facts, knowledge or information, or to discover new means of applying existing knowledge.”

**5.03 Scholarship:** Scholarship is the application of systematic approaches to the acquisition of knowledge through intellectual inquiry. Scholarship includes the dissemination of this knowledge through various means such as publications, presentations (verbal and audiovisual), professional practice and the application of this new knowledge to the enrichment of the life of society.

See Appendix A for a list of other defined terms that pertain specifically to this policy.

## 6.0 PROCEDURES

Yukon College is committed to ensuring that ownership of rights in IP created in the course of teaching, research and other scholarly activities belong to the creator(s) unless otherwise agreed to. Identifying the creator(s), and determining who should share in any benefits resulting from IP can be difficult and all members of the College community contributing to research or scholarly work are expected to know their rights.

College members are expected to hold meaningful consultations and negotiate any attribution of academic credit and rights in IP with professionalism and in good faith.

All contributors to scholarly works will receive appropriate recognition for their contributions, which could include recognition as a creator, recognition through an

acknowledgement or citation, or recognition through another means that is appropriate under the circumstances.

Attributing academic credit and conferring ownership of rights in IP to those individuals who are responsible for its development is subject to the following conditions:

- Research and scholarly activities adhere to the ethical standards and principles defined in Yukon College policy AR-03 Research Ethics;
- Owners of IP rights in scholarly works created in the course of teaching and research activities grant the College a non-exclusive, free, irrevocable license to copy and/or use such works in other teaching and research activities within the Yukon College community in perpetuity;
- In sponsored or contract research activities, ownership of IP rights may be determined in whole or in part by the regulations of the sponsor or the terms of the contract. Participants in these research activities must be made aware of any such stipulations by the leader of the Research project.
- In collaborative research with First Nations, ownership of IP rights must be determined in whole or in part by the regulations of the First Nation. This would include principles defined in OCAP: Ownership, Control, Access and Possession. Participants in these research activities must be made aware of any such stipulations by the leader of the research project.

Yukon College will be recognized for its contributions to teaching and research activities in all scholarly works created by College members while at the College. In reporting their work, members of the College community will acknowledge the College as the location at which the work was done.

Yukon College may obtain exclusive ownership of work created by individuals in circumstances other than those discussed in this policy. In such cases the terms and conditions of ownership will be negotiated to the satisfaction of all parties involved.

Members of the College community who have developed IP and intend to pursue commercialization or other opportunities, will inform the Vice-President, Research, of the College. Notice of the nature of the IP and the researcher(s)' intentions for it will be provided in advance and in writing so that the Vice-President, Research or designate is aware of the activity and can respond to inquiries from external sources.

Members of the College community:

- (a) may make royalty-free, non-commercial use of developments, creations and data that other College members have created for teaching and research activities at the College;
- (b) may not take a scholarly work and use it to perform consultative or contract work outside of the College without the express written consent of the creator(s); and
- (c) are required to respect third-party IP rights; this precludes using pirated software, photocopied textbooks, etc.

Sections (a) – (c) are not intended to take away from the College’s rights of ownership and use as set under Article 61 of the Collective Agreement.

Any licensing and/or distribution of a scholarly work to persons or organizations outside the College requires explicit written consent of the creator(s) and/or IP owner(s).

Decisions of the Vice-President, Research or designate may be appealed in accordance with the Yukon College Academic Regulations and Procedures (2013).

### **6.01 Authorship**

This section applies principally to scholarly publications and all members of the College community must adhere to these requirements for authorship. Where a discipline or professional association has established practice or policy that is in conflict with this policy, the author(s) will refer the matter to the Vice-President, Research or designate who will determine which policy to follow.

Researchers have the obligation to ensure that their work is published or publicly disseminated, a responsibility that is shared by all material contributors to the work. In reporting scholarly research results, all authors of a publication must examine and accept responsibility for the contents of the publication and all members of the research team must ensure that appropriate credit is given for work done by all contributors.

Authors of a publication comprise all, and only those individuals who have made a significant intellectual or scholarly contribution to the work reported, and without whose contribution the work would not be complete.

A contributor is awarded authorship credit on the basis of merit only. No other reason is sufficient to award or deny authorship credit.

Authors are listed in the order of the significance of their contributions unless otherwise agreed among the contributors.

Financial support for a scholarly publication is not sufficient on its own to merit authorship credit.

An administrative relationship to the researcher(s) does not merit authorship credit.

Author(s) must declare to the College a conflict of interest when they have a commercial interest in cases such as where a textbook, written in the course of teaching and research activities at the College, is specified by (one of) the author(s) as a required course text. If the copyright is held by a publisher at arm's length, the instructor(s) must declare a conflict of interest to the appropriate Chair(s). If the copyright is not held at arm's length, the material will be sold to the College at cost.

Attribution of authorship under this policy does not determine ownership of IP rights. Ownership of IP rights is to be determined on the legal principles that apply under the circumstances and any agreement reached regarding ownership.

## **6.02 Theses<sup>1</sup>**

At the graduate level a thesis embodies the results of a student's research program and represents a substantial and original piece of work.

Students are the sole authors of their theses. The College recognizes that the ideas in the thesis will often arise from interaction with others. In some cases, this interaction will have been solely with the thesis supervisor; in other cases, a larger research team will have been involved. For this reason, it is understood that the copyright refers only to

---

<sup>1</sup> Developed based on Lakehead University's intellectual property policy

the written document of the thesis. The ideas themselves—including any advances in theory, data, patentable ideas, or commercial exploitation of the work—may or may not be the exclusive property of the student (refer to Section 6.03). In those cases in which the work has been supported in part by research grants or contracts, there may be other conditions affecting any patent or commercial exploitation and is the responsibility of the student and or team to ensure the proper credit and rights are adhered to.

Publications coming from the thesis, or commercial development of the thesis work must acknowledge appropriately all contributors to the work. Where such arrangements have not been established the default arrangement will be as per section 6.04 of this policy.

### **6.03 Collaborative Research**

This section applies to all attribution of academic credit and IP rights where there is more than one contributor to a scholarly work.

Yukon College encourages researchers to share information and to work in collaboration with other researchers at the College as well as researchers at other institutions.

College members and individuals from outside the College working at the College will adhere to policies of the College for work performed at the College. The project’s senior College collaborator(s) will inform all individuals involved in the project of this requirement.

Individuals from Yukon College working at other institutions will adhere to the policies of those institutions for research undertaken there, unless other contractual arrangements are made with the host institution.

All collaborative research at the College will be undertaken in a climate of informed consent and a researcher’s position at the College or involvement in a research project must not be contingent on waiving IP rights, except in accordance with Article 61 of the Collective Agreement.

All contributors to a scholarly work will share the proceeds when that work is commercially exploited. Proceeds will be shared equally amongst the contributors in proportion to their contributions unless default arrangements are imposed (as

discussed later in this policy) or an agreement is negotiated with the informed consent of all contributors. In the spirit of collegiality and at the discretion of the IP owner(s), an equal share in the proceeds may also be granted to the College or other parties such as financial sponsors.

Contributors to collaborative research may specify, in advance and in writing, how the process by which the rights to IP arising out of the collaboration will be determined and Yukon College encourages researchers who are involved in collaborative research to do so in accordance with any other applicable agreements or obligations.

Subject to the application of Article 61 of the Collective Agreement, IP rights will be attributed in accordance with any written negotiated agreements among the contributors with due consideration given to Canadian and international law. Any agreement(s) that include a waiver or modification of rights, benefits and/or proceeds arising from IP requires informed consent and must be reviewed and approved by the Vice-President, Research or designate.

Where such agreements have been established, no individual may modify the agreement without obtaining written informed consent of all other contributors and approval by the Vice-President, Research or designate. If after reasonable efforts have been made to obtain informed consent and it is deemed impossible or impractical to obtain such consent, the matter will be referred to the Vice-President, Research who may approve modifications to the agreement.

#### **6.04 Default Arrangement**

Where such agreements have not been negotiated in advance and filed with the Research Services Office, the default arrangement is that IP rights and revenue generated from commercialization be shared equally among those who have made an intellectual contribution to the work.

College members who own IP rights are responsible for understanding those rights and ensuring that legal attribution of those rights and any revenue generated from commercialization follow the legal principles that apply when such principles are different from the default arrangement.

The default arrangement is not intended to prevent or dissuade parties from forming an agreement at any time with the informed consent of all contributors.



### 6.05 Sponsored Research

Yukon College will encourage and support sponsored research under the following conditions:

- College researchers retain initial publication rights to their work;
- All contributors adhere to the academic standards of their discipline;
- Any limitations on a researcher's enjoyment of the normal academic benefits of their research requires written informed consent;
- Where an agency funds research and retains ownership of IP generated by that research, some other academic benefit must be derived from that research. Where sponsored research does not include some other academic benefit or fair exchange of value, the matter will be referred to the Vice-President, Research who may approve sponsored research that results in little or no academic benefit to the researcher(s) and the College.

### 6.06 Long-Term Research

Research can often span many years and involve many researchers. The contributors to such long-term research will share equally the proceeds from the commercialization of the IP involved except where a researcher's involvement with a project ended five years prior to any formal commercialization process. In such cases that researcher has no claim to any revenue from that commercialization process unless a previous written agreement exists.

### 6.07 Teaching Materials

Pursuant to Article 61 of the Collective Agreement, the College hereby affirms that the author is owner of copyright in works created through teaching and research activities.

Where materials used in the classroom contain copyright material from other sources, permission from the copyright holder must be obtained before these materials may be copied or fair-use guidelines will be followed, such as described in Addendum A – Access Copyright Guidelines.

Materials for use in distance and continuing education courses will be made available to the College under contract(s) with the author(s). The terms of such a contract will include, but not be limited to an exclusive license for use of the

materials by the College for distance and continuing education for a specified length of time and restrictions on other uses of the materials on campus if any.

### **6.08 Copyright**

Copyright is a statutory right conferred on citizens of Canada by the Canadian Copyright Act. The kinds of works protected by copyright include architectural, artistic, literary (which include computer programs for purposes of copyright), choreographic, dramatic, engravings, and compilations.

Material created at the College is a property right of the author(s) subject to any modification or limitation set out in this policy, the application of Article 61 of the Collective Agreement, or any stipulations imposed by contractual obligations to parties external to the College.

Pursuant to the Canadian Copyright Act, moral rights are infringed if a work is, to the prejudice of the honour or reputation of the author, (a) distorted, mutilated or otherwise modified; or (b) used in association with a product, service, cause or institution. Unless otherwise agreed to with the author(s), College members who use the copyrighted works of others are required to obtain written informed consent from the original author(s) if their use of the copyrighted material might infringe on the moral rights of the author.

Members of the College community may make copies of works, or parts thereof, in which the College owns copyright, or has a license to make copies for use in teaching and research activities. This permission does not extend to works marked confidential, or to other works which may be designated as exempt from this provision.

When copies of College-owned material are made accessible to external parties, for example, on the internet, such copies shall include the following copyright notice:

**© Copyright. Yukon College. 20XX. All rights reserved.**

Where a College member(s) owns copyrighted material and wants to license such material to external parties, they may do so in any of the following ways:

- Undertake their own licensing and distribution activity in accordance with applicable laws and ownership or revenue sharing agreements, if any;

- Engage the services of an external agency to manage licensing and distribution activity in accordance with applicable laws and the ownership and revenue sharing policies of the College;
- Request the assistance of the College in the management of licensing and distribution activity, which is administered through the Yukon Research Centre.

Owners of copyright who want to license their material must inform the Vice-President, Research or designate of the licensing and distribution activity so that the Vice-President, Research is aware of the activity and can respond to inquiries from external sources.

In all cases, ownership of copyright is to be determined on the legal principles that apply and it is the responsibility of the members of the College community initiating licensing and distribution activities to ensure that they have the right to enter into such activities, and that there are no competing claims of authorship or copyright ownership.

### **6.09 Patents**

A patent is a document protecting the rights of an inventor(s) to exclude others from making, using, or selling an invention from the day the patent is granted to a maximum of 20 years after the day on which the Patent application is filed.

Until the patent expires, permission from the patent holder is required to make, use, or sell the invention. In Canada, however, a person may make or use the invention without expressed permission so long as that making or using is for experimental purposes.

The rights conferred by a Canadian patent extend throughout Canada, but not to foreign countries. Inventors may apply for patent rights in other countries separately. Conversely, foreign patents do not protect an invention in Canada.

Inventors who choose to prosecute a patent at their own expense should seriously consider hiring a registered patent agent as preparing and prosecuting a patent application is a complex task.

Inventor(s) is (are) expected to provide a full description of the invention and keep the Vice-President, Research or designate fully informed in writing of all publication, issuance, rejection or abandonment of patent applications in Canada or elsewhere.

All contributors to inventions should receive appropriate recognition for their contributions. Correctly naming inventors is critical, as a patent may be invalidated if naming is done incorrectly.

Unless otherwise provided for under Article 61 of the Collective Agreement, any invention developed as a result of activity involving College support and/or facilities, and/or equipment and/or funding, will be subject to a non-exclusive, royalty-free, irrevocable license to the College under all patents arising from the invention, but without the automatic right to exploit commercially, sub-license (other than for academic, research and teaching purposes) or sell any product or process which is patented or arises from such patented invention.

Where proposed patents are governed by contractual obligations from an agreement approved by the Vice-President, Research or designate, any prosecution must follow the requirements as stated in the agreement.

The College acknowledges that it has no direct equity in the ownership of any patent developed by a member of the College community, except for:

- Any requirements imposed by contractual obligations arising from any agreement to which the inventor(s) is (are) a party or participant;
- Where such patent might be intellectually conceived in the course of teaching and research activity, the College will be recognized for its contribution as a research Institution.

Members of the College community who want to prosecute a patent may submit their proposed invention to the Office of Research Services for consideration regarding possible financial and developmental assistance. The College retains an absolute right to determine if it wishes to offer any such assistance. If the inventor(s) choose(s) to use the assistance offered by the College, then:

- All patent rights will be assigned to the College, which shall thereafter deal with such rights as it deems most expedient for the obtaining of a patent(s) and possible further promotion and/or other development, including any further assignment to some specialized external agency.

- From the date of such assignment to the College by the inventor(s), the College and the inventor(s) would thereafter be responsible for the legal and other expenses and costs involved based upon a sharing agreement to be negotiated between the College and the inventor(s). Such agreement would include terms and conditions so that the College and the inventor(s) would subsequently be entitled to recover such expenses and costs, by way of deduction from any proceeds (whether capital or income) which might thereafter be received with respect to the assigned invention. The net remainder of any such proceeds would then be divided as indicated in the sharing agreement.

Recognition of contribution under this policy does not determine ownership of IP rights. The legal ownership of IP rights in a patent is to be determined on the legal principles that apply under the circumstances and any agreement reached regarding ownership.

General authority for the administration of patent procedures is vested in the Vice-President, Research or designate who will be responsible for establishing and implementing such guidelines and procedures as are necessary from time to time.

### **6.10 Data Management**

For the purposes of this policy, original data collected or measured in the course of teaching and research activities involving one or more members of the College is assumed to include databases, the results of scientific measurements, the results of surveys, and the results of computational or experimental simulations, together with a documented description of the format or structure of the data set(s) which would allow a non-originator to use them. Such documentation may also include estimates of experimental uncertainties where appropriate.

Members of the College have the obligation to protect and preserve, for a reasonable period of time (defined by the norms of the discipline), and to make available to other scholars and non-commercial users, the data on which their work is based.

All Collaborators in a research project that involves the collection or measurement of data will have equal access to such data for the purpose of scholarship and teaching, and a shared right of ownership of the resulting data set(s) subject to the

application of Article 61 of the Collective Agreement and/or any other applicable agreements or obligations.

After its publication in the open literature, data on which a work is based will be made available for royalty-free non-commercial use by anyone who requests it, except when:

- The research is subject to confidentiality requirements due to contractual arrangements with a sponsoring agency, in which case all collaborators must be made aware of, and agree in advance to such constraints;
- The research is subject to confidentiality requirements due to contractual arrangements with a First Nation, in which case all collaborators must be made aware of, and agree in advance to such constraints;
- There are delays associated with patent applications and preserving patent filing rights;
- There are College policy constraints on research involving human subjects or animals.

### **6.11 Other Types of Intellectual Property**

Several other kinds of IP are recognized in Canada and other jurisdictions. Among these are trademarks, integrated circuit topographies, industrial designs and plant breeders' rights. Each of these IP classes has different rules and requirements concerning appropriate protection.

In all cases of IP, the legal ownership of IP rights is to be determined on the legal principles that apply under the circumstances and any agreement reached regarding ownership. Anyone who has IP that may fit within these classes should contact the Office of Research Services for advice.

## **7.0 PROBLEM SOLVING**

All College members are required to hold meaningful consultations and negotiate the ownership of IP rights with professionalism and in good faith, having given due consideration to Canadian and international law and any agreement reached regarding ownership.

When disputes arise over the ownership of IP rights, contributors are required to seek advice and informal resolution of the matter if possible from the Vice-President, Research or designate. In such cases the Vice-President, Research may:

- Refer the matter back to the parties involved for further negotiation, which may include a mediator or subject matter expert(s) to assist with negotiations;
- Render a decision on the matter, which may be appealed to the College President by any of the parties involved;
- Refer the matter to the President or Academic Council.

Any dispute arising from the provisions of this policy that requires formal resolution will be deemed academic in nature and will be resolved under the authority of the Academic Council following the procedures described in the Yukon College Academic Regulations and Procedures, Section 6.0 Request for Action – Student Complaints – Investigations.

Decisions made by the President, the Vice-President of Research, a Chair, Dean, or Director that result in the attribution of academic credit or ownership of IP rights may be appealed following the procedures described in the Yukon College Academic Regulations and Procedures, Section 7.0 Student Appeals.

## **8.0 FORMS**

N/A

## **9.0 APPENDICES**

Appendix A – Definition of Terms

## **APPENDIX A - DEFINITION OF TERMS**

The meanings of the terms defined below pertain specifically to this policy and may not necessarily reflect the legal definition.

**Author(s):** 1) Legal Concept - A person who generates the actual form (words, pictures, etc.) of a work eligible for Copyright; 2) Academic Concept - The authors of a scholarly work comprise all those individuals who have made a significant scholarly contribution to the work.

**Collaborative Research:** Research undertaken by any member of the College community in cooperation with another researcher from inside or outside the College.

**Contributor(s):** A person or agency who contributes to a scholarly work. Possible contributions include, but are not limited to: research, ideas, expression, form, design, computer code, criticism, financial support.

**Copyright(ed):** The exclusive right given by law for a certain term of years to an author, creator, composer, designer, etc. (or assignee), to print, publish, and sell [etc.] copies of her or his original work. For the complete legal definition see the Canadian Copyright Act.

**Creat(e)(d)(ion)(ions):** To make, form, constitute, or bring into legal existence an institution, condition, action, mental produce, or form, not existing before.

**Creator(s):** Persons who bring into being works which are eligible for Intellectual Property protection (copyright, patent, industrial design, trademarks, etc.) under Canadian and/or international law. By way of illustration, creators would include authors, inventors, breeders, designers, composers, artists, architects, and the like.

**Industrial Design(s):** Legal protection against imitation of the shape, pattern or ornamentation of an industrially produced object. [Source: A Guide to Patents, Industry Canada ISBN 0-662-20909-5, DSS Cat. No. RG 43-23/1993E]

**Intellectual Property (IP) and Associated Rights:** IP is a type of personal property that has certain rights which enables the person who holds them to do something, for example, to exclude others from practicing or doing something with



the IP. Notice that the rights themselves are distinct from the IP which gives rise to them.

**Inventor(s):** Generally, anyone who contributes to the formulation and ultimate expression or reduction to practices of an invention is likely a proper inventor, although each case must be determined separately. Simply following instruction is not sufficient to make one an inventor.

**Members:** For the purposes of this policy, members means faculty, staff, students, emeritus faculty, adjunct faculty and contractors.

**OCAP:** The First Nations principles of OCAP® are a set of standards that establish how First Nations data should be collected, protected, used, or shared. They are the *de facto* standard for how to conduct research with First Nations.

**Patent:** A government grant giving the right to exclude others from making, using or selling an invention. A patent is granted only for the physical embodiment of an idea or for a process that produces something saleable or tangible. The basic criteria for patentability includes: it must be new; it must be useful; it must show inventive ingenuity, and not be obvious to someone skilled in that area; and be of proper subject matter. A patent may be obtained for an improvement to an existing patented invention. However, the original patent may still be in force and an agreement with the original Inventor(s) may be needed before an improved patent can be used. A scientific principle, an abstract theorem, an idea, a method of doing business, or a medical treatment may not be patented, although reference should be made to a skilled practitioner to verify what is patentable.

**Patent Prosecution:** is the process of writing and filing a patent application and pursuing protection for the patent application with the patent office.

**Royalty:** A payment made to an author, editor, or composer for each copy of a book, piece of music, etc., sold by the publisher, or for the representation of a play.

**Scholarly Work:** A work eligible for Intellectual Property protection under Canadian and/or international law which is created in the course of teaching, learning or research at the College. A list of scholarly works would include, but not necessarily be limited to: student works submitted for academic evaluation, Research reports and papers prepared for publication, books, computer programs,

detailed assignments, works of art, experimental data, and other academic endeavors.

**Trademark:** A word, symbol or picture - or combination of these - used to distinguish goods or services of one person or organization from those of competitors.

## **10.0 ADDENDUMS**

Addendum A - Access Copyright Guidelines

Addendum B - Policy Communication Checklist

**ADDENDUM B - POLICY COMMUNICATION CHECKLIST**

Policy Name: Intellectual Property  
 Number: AR-05  
 Submitted by: Clint Sawicki

List those consulted with in preparation of this policy:

| <b>Name</b>      | <b>Department</b> | <b>Date</b> |
|------------------|-------------------|-------------|
| YC Staff         | All               | Feb. 2017   |
| SEC              | Senior Exec.      | Jan. 2017   |
| YRC              | Research          | Jan. 2017   |
| Academic Council | All               | Jan. 2017   |
|                  |                   |             |

The order for communication and/or consultation for a new or revised policy is as follows:

1. SEC – initial review and recommendations from SEC membership;
2. Identified stakeholders within Yukon College in order of priority – see below;
3. SEC – to be briefed on any issues arising out of stakeholder consultations;
4. Staff – SEC members to bring policy to their staff for feedback (*SEC member introducing this policy is responsible for sending to SEC, requesting that it be circulated to their staff for feedback*);
5. SEC – final draft supported by SEC membership and approved by the President.

This checklist must be completed prior to the final draft of a policy being presented to SEC for presidential approval.

| <b>Body</b>                    | <b>Communication Planned</b> | <b>Completed</b> | <b>Comments</b> |
|--------------------------------|------------------------------|------------------|-----------------|
| SEC                            |                              | Jan. 2017        |                 |
| Student Union                  |                              |                  |                 |
| Employee’s Union               |                              |                  |                 |
| Occupational Health and Safety |                              |                  |                 |
| Academic Council               | Jan. 2017                    | Jan. 2017        |                 |
| Board or a Board subcommittee  |                              |                  |                 |
| <i>Other</i>                   |                              |                  |                 |
| SEC for Final Review           |                              | March 10, 2017   |                 |