MEMORANDUM OF AGREEMENT

Between:

THE ASSOCIATION OF ACADEMIC STAFF:
UNIVERSITY OF ALBERTA

(The “AASUA”)

- and –

THE GOVERNORS OF
THE UNIVERSITY OF ALBERTA

(The “Board”)

RE: COPYRIGHT

WHEREAS:
The various collective agreements between the Board and the AASUA contain provisions under Article 10, (“Copyright”) and Appendix B (“Copyright Regulations”) that relate to copyright ownership, which together comprise the “Copyright Rules”;
The parties signed a Memorandum of Understanding dated January 12, 2010 to establish an Agreement Review Committee (ARC) for the purpose of reviewing and recommending changes to the Copyright Rules;
The ARC has been established and has completed its work in accordance with the Memorandum of Understanding;

THEREFORE the ARC is recommending ratification of the following changes to the Copyright Rules appearing under each of the following agreements:

1. FACULTY AGREEMENT

Article 10 is deleted in its entirety and replaced with the following:

10.01 Pursuant to the Post-Secondary Learning Act (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee’s duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.

10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member’s duties or employment owns copyright in the Work.
10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix B.

10.04 Appendix B contains the detailed terms regarding Works created by a staff member.

Appendix B is deleted in its entirety and replaced with the following:

Appendix B
Copyright Regulations

1. Ownership

1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member’s duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix.

1.2 For the purposes of this Appendix and Article 10 of the Agreement, “Work” or “Works” means anything in which copyright subsists pursuant to the Copyright Act (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers’ performances, sound recordings and communication signals, all as defined in the Copyright Act (Canada).

1.3 A creator has moral rights in a Work, as provided under the Copyright Act. The Parties endorse and support the creator’s right to manage those moral rights.

1.4 If a staff member creates a Work

(a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or

(b) for the purposes of a committee or group of a Department, Faculty, or the University;

then the University owns copyright in the Work.

1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, including an agreement under Article 7.02.2 of the Agreement, that agreement shall address the University’s arrangement with the staff member regarding ownership or other interest in that Work.

1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the
sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

2.1 Subject to 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member’s duties or employment, for all purposes within the University’s approved mandate pursuant to the Post-Secondary Learning Act (Alberta).

2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.

2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.

2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.

2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

2.6 Except in the cases described in 2.7 to 2.9 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 7.02.1 and 7.03.1 of the Agreement.
2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.

2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.

2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. **Computer Programs and the University Patent Policy**

3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. **Conflict of Interest and Conflict of Commitment**

4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University’s educational mission or activities. Therefore, a staff member’s creation and use of Works in which the staff member owns copyright remain subject to the University’s conflict of interest and conflict of commitment policies.

5. **Collaborative Works**

5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix.

5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person’s rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:

(a) a written agreement between that staff member and that individual or those individuals;
(b) a written agreement between the University and another organization; or

(c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

2. FACULTY SERVICE OFFICER AGREEMENT

Article 10 is deleted in its entirety and replaced with the following:

10.01 Pursuant to the Post-Secondary Learning Act (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee’s duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.

10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member’s duties or employment owns copyright in the Work.

10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix B.

10.04 Appendix B contains the detailed terms regarding Works created by a staff member.

Appendix B is deleted in its entirety and replaced with the following;

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1.2 For the purposes of this Appendix and Article 10 of the Agreement, “Work” or “Works” means anything in which copyright subsists pursuant to the Copyright Act (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers’ performances, sound recordings and communication signals, all as defined in the Copyright Act (Canada).

1.3 A creator has moral rights in a Work, as provided under the Copyright Act. The Parties endorse and support the creator’s right to manage those moral rights.

1.4 If a staff member creates a Work

(a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or

(b) for the purposes of a committee or group of a Department, Faculty, or the University;

then the University owns copyright in the Work.

1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University’s arrangement with the staff member regarding ownership or other interest in that Work.

1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles
2.1 Subject to 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).

2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.

2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.

2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.

2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdating, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

**Limited Exception – Works Created to Fulfill Assigned Course Responsibilities**

2.6 Except in the cases described in 2.7 to 2.9 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 7.01 and 7.02 of the Agreement.

2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.

2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.

2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. **Computer Programs and the University Patent Policy**

3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. **Conflict of Interest and Conflict of Commitment**
4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University's educational mission or activities. Therefore, a staff member's creation and use of Works in which the staff member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix.

5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:

(a) a written agreement between that staff member and that individual or those individuals;

(b) a written agreement between the University and another organization; or

(c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

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6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

3. LIBRARIAN AGREEMENT

Article 10 is deleted in its entirety and replaced with the following:
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1.2 For the purposes of this Appendix and Article 10 of the Agreement, “Work” or “Works” means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers’ performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).

1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator’s right to manage those moral rights.

1.4 If a staff member creates a Work

   (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or

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then the University owns copyright in the Work.
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General Principles

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2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.

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2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.

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Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

2.6 Except in the cases described in 2.7 to 2.9 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 8.02 of the Agreement.

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2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.

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(c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. **Guidelines**

6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.
5. **CONTRACT ACADEMIC STAFF: TEACHING AGREEMENT**

Article 10 is deleted in its entirety and replaced with the following:

10.01 Pursuant to the *Post-Secondary Learning Act* (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee’s duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.

10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member’s duties or employment owns copyright in the Work.

10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix E.

10.04 Appendix E contains the detailed terms regarding Works created by a staff member.

**Appendix E is deleted in its entirety and replaced with the following:**

**Appendix E**

*Copyright Regulations*

1. **Ownership**

1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member’s duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix.

1.2 For the purposes of this Appendix and Article 10 of the Agreement, “Work” or “Works” means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers’ performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).

1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator’s right to manage those moral rights.

1.4 If a staff member creates a Work
(a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or

(b) for the purposes of a committee or group of a Department, Faculty, or the University;

then the University owns copyright in the Work.

1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University’s arrangement with the staff member regarding ownership or other interest in that Work.

1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

2.1 Subject to 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member’s duties or employment, for all purposes within the University’s approved mandate pursuant to the Post-Secondary Learning Act (Alberta).

2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.

2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to
cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.

2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.

2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdating, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

2.6 Except in the cases described in 2.7 to 2.10 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 8.01 and 8.03 of the Agreement.

2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.

2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.

2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

2.10 If a staff member is assigned course responsibilities under Article 8.03 of the Agreement that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by 2.1 applies to those materials for a term of three (3) years from the date that the materials are last revised by the staff member and it shall not be an interference in the creator’s moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University’s educational mission or activities. Therefore, a staff member’s creation and use of Works in which the staff member owns
copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. **Collaborative Works**

5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix.

5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person’s rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:

(a) a written agreement between that staff member and that individual or those individuals;

(b) a written agreement between the University and another organization; or

(c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. **Guidelines**

6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

6. **TRUST/RESEARCH ACADEMIC STAFF**

Article 10 is deleted in its entirety and replaced with the following:

10.01 Pursuant to the *Post-Secondary Learning Act* (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee’s duties or employment, vests in the University and may be
made available to the public under conditions, on payment of fees or royalties, as the University may determine.

10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member’s duties or employment owns copyright in the Work.

10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix F.

10.04 Appendix F contains the detailed terms regarding Works created by a staff member.

Appendix F is deleted in its entirety and replaced with the following;

Appendix F
Copyright Regulations

1. Ownership

1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member’s duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix.

1.2 For the purposes of this Appendix and Article 10 of the Agreement, “Work” or “Works” means anything in which copyright subsists pursuant to the Copyright Act (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers’ performances, sound recordings and communication signals, all as defined in the Copyright Act (Canada).

1.3 A creator has moral rights in a Work, as provided under the Copyright Act. The Parties endorse and support the creator’s right to manage those moral rights.

1.4 If a staff member creates a Work

(a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or

(b) for the purposes of a committee or group of a Department, Faculty, or the University;

then the University owns copyright in the Work.

1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University’s arrangement with the staff member regarding ownership or other interest in that Work.
1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

2.1 Subject to 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member’s duties or employment, for all purposes within the University’s approved mandate pursuant to the Post-Secondary Learning Act (Alberta).

2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.

2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.

2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.

2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdating, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

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2.6 Except in the cases described in 2.7 to 2.10 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 7.01, 7.03 and 7.05 of the Agreement.

2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.

2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.

2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

2.10 If a staff member is assigned course responsibilities under Article 7.03 of the Agreement that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by 2.1 applies to those materials and it shall not be an interference in the creator’s moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University’s educational mission or activities. Therefore, a staff member's creation and use of Works in which the staff member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix.

5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person’s rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the
case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:

(a) a written agreement between that staff member and that individual or those individuals;

(b) a written agreement between the University and another organization; or

(c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

7. SESSIONALS AND OTHER TEMPORARY STAFF

Article 10 is deleted in its entirety and replaced with the following:

10.01 Pursuant to the Post-Secondary Learning Act (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.

10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.

10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix E.

10.04 Appendix E contains the detailed terms regarding Works created by a staff member.

Appendix E is deleted in its entirety and replaced with the following;

Appendix E
Copyright Regulations

1. Ownership

1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix.

1.2 For the purposes of this Appendix and Article 10 of the Agreement, "Work" or "Works" means anything in which copyright subsists pursuant to the Copyright Act (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the Copyright Act (Canada).

1.3 A creator has moral rights in a Work, as provided under the Copyright Act. The Parties endorse and support the creator's right to manage those moral rights.

1.4 If a staff member creates a Work

(a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or

(b) for the purposes of a committee or group of a Department, Faculty, or the University; then the University owns copyright in the Work.

1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University's arrangement with the staff member regarding ownership or other interest in that Work.

1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member...
member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

2.1 Subject to 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member’s duties or employment, for all purposes within the University’s approved mandate pursuant to the Post-Secondary Learning Act (Alberta).

2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.

2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.

2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.

2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

2.6 Except in the cases described in 2.7 to 2.10 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 8.01 and 8.03 of the Agreement.

2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.

2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.

2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
2.10 If a staff member is assigned course responsibilities under Article 8.03 of the Agreement that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by 2.1 applies to those materials and it shall not be an interference in the creator’s moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. **Computer Programs and the University Patent Policy**

3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. **Conflict of Interest and Conflict of Commitment**

4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University’s educational mission or activities. Therefore, a staff member’s creation and use of Works in which the staff member owns copyright remain subject to the University’s conflict of interest and conflict of commitment policies.

5. **Collaborative Works**

5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix.

5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person’s rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:

(a) a written agreement between that staff member and that individual or those individuals;

(b) a written agreement between the University and another organization; or

(c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.
6. Guidelines

6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

Signed this 26 day of February, 2016

On behalf of the Governors of the University of Alberta:

Lorne Babiuk, Vice-President (Research)

Jay Spark, Vice-Provost and Associate Vice-President (Human Resources)

On behalf of the Association of the Academic Staff of the University of Alberta:

Heather Bruce, President

Denise Koufogiannakis

Geoffrey Rockwell

Brygeda Renke, Executive Director