

Atlantic Centre of Excellence in Women's Health Intellectual Property Policy

1. Preamble:

The Atlantic Centre of Excellence for Women's Health (ACEWH) is one of four national Centres of Excellence for Women's Health funded by the Bureau of Women's Health and Gender Analysis, Health Canada. The Centres are dedicated to conducting policy-oriented research aimed at improving the health status of women in Canada by making the health system more aware of and responsive to women's health needs.

The goal of ACEWH is to support research, influence policy and promote action on the social factors that affect women's health and well-being over their lifespan. It supports a woman-centred approach that respects women's perspectives and experiences, and listens to the voices of women not typically heard in health research or health systems. It is guided by the principles of inclusiveness and diversity; mutual respect; fairness and accountability.

In carrying out its work, ACEWH provides analysis, advice and information on key women's health issues to government and health organizations. Promoting collaborative research as a tool for social justice and empowering communities are central values of ACEWH's mandate.

2. Statement of Principles

Dissemination

Because it is publicly funded, ACEWH aims and is obliged to publicly disseminate the products of research activity conducted by its employees or produced through collaboration. One of ACEWH's communication goals is to produce a variety of publications, from newsletters to technical monographs, for a range of audiences. ACEWH will endeavour to balance production of scholarly publications with the need to disseminate research findings in formats that are accessible and appropriate to diverse audiences.

Collaborative Research

Collaborative research has both philosophical and pragmatic importance in the work of ACEWH. Collaborative research provides a forum for researchers from different disciplinary and cultural backgrounds to cooperate, share ideas, and inform one another about women's diverse needs and experiences. Collaborative research can make research projects more inclusive and results more relevant to the diverse audiences ACEWH aims to reach and represent in its work.

Ownership

ACEWH values the investment of expertise and time made by creators of intellectual property. ACEWH accepts responsibility for recognizing and protecting creators' rights

to the products. This policy identifies creators and determines who should share in any benefits resulting from intellectual property. This policy should minimize difficulties that may arise when intellectual property is created collaboratively. The determination of rights shall be based on differences in contribution and not differences in power.

Applicability

The rights and processes stipulated in this policy shall hold unless another agreement has been made in writing and signed by all stakeholders.

3. Application:

3.1 This policy applies to:

- All employees of ACEWH;
- ACEWH employees who also hold faculty positions within Dalhousie University, ACEWH's administrative host;
- All individuals and/or organizations who hold contracts with ACEWH, unless there are written, contract clauses that stipulate otherwise.

3.2 The intellectual property to which this policy applies is the product of intellectual or artistic activity and includes but is not limited to: books, articles, essays, reports, audio-visual presentations, interview transcripts, and data.

3.3 This policy does not refer to anything created by someone in demonstrably private research outside of their roles and responsibilities to ACEWH.

4. Definitions:

Collaborator: An individual who receives material and/or non-material support from ACEWH for research purposes only.

Contract of Employment: A contract by which an individual carries out work for remuneration, according to the direction of ACEWH.

Contribution: Contributors are all those who have significantly and materially contributed to, and share responsibility for, the contents of the research product, and without whose contribution the work would not be complete. Possible contributions include but are not limited to ideas, expression, form, or design. Provision of administrative or financial support does not merit credit for contribution. The authority or status of an individual is not sufficient reason to designate her or him as a contributor.

Copyright: Exclusive legal right to reproduce, distribute to the public, display, revise, prepare a derivative work from the product of artistic or intellectual effort, or to authorize another to perform any of these actions. According to the Copyright Act, a copyright is in effect from the time the work is created and for the lifetime of the creator + 50 years.

Creator(s): An individual or group of individuals employed by ACEWH or working in collaboration with ACEWH, who makes, conceives or contributes substantively to the creation of intellectual property.

Data: Data includes: electronic or printed databases; the results of scientific measurements, surveys, computational or experimental simulations; and a documented description of the format of the data set(s), which would allow a non-originator to use them.

Informed Consent: Consent given by an individual who has received the necessary information to allow a judgment, who fully understands the information, and who consented without being subjected to coercion, influence, inducement or intimidation.

Intellectual Property (IP): Ideas or the product of artistic activity, created by an employee of ACEWH or a collaborator with ACEWH, in a scholarly, professional, or student capacity, that can be owned by a person. IP may have immediate value, or may demonstrate potential value if further developed. It may take various forms, and for the purposes of the work of ACEWH, it usually takes the form of copyrightable works such as books, articles, and reports.

Moral Rights: Non-commercial rights held by a creator to claim authorship and to protect the integrity of her or his work. These rights remain even if and when copyright ownership has been transferred.

Publication: Placing information in the public domain in a reproducible form.

Support: Funds, facilities, equipment, and administrative or technical personnel provided by or housed at ACEWH.

5. Ownership:

The following holds unless alternative provisions are made in writing:

5.1 As an employer, ACEWH owns all IP produced by its employees, be they part-time, full-time, or employed on a contract basis. ACEWH may replace or revise work created by its employees. The contribution of an employee and/or contractor should be recognized by her/his name appearance on publications, although not necessarily as first or sole author.

5.2 ACEWH employees who also hold faculty positions at Dalhousie University own the IP they create, as stipulated in the Dalhousie Faculty Association's Collective Agreement.

5.3 ACEWH collaborators from the academic, community and non-government organization sectors own the IP they create.

5.4 Owners of IP as determined in Section 5 have copyright of and/or the right to patent their IP. Copyright protection and privileges are defined in Section 4.

5.6 Owners of IP have moral rights to their works as defined in Section 4.

6. Collaborative Research

6.1 ACEWH values openness and sharing of ideas between its employees and collaborators. ACEWH encourages researchers from different disciplinary and cultural backgrounds to work together. It is a goal of ACEWH to engage diverse stakeholders in its research and policy work.

Collaborative research assists ACEWH in achieving networking goals. Through collaborative research, ACEWH is able to: (1) build and strengthen networks of individuals and organizations involved with women's health; (2) increase capacity and knowledge in particular subjects through information-sharing and joint projects involving experts from various locations across the country, and; (3) ensure that a diversity of knowledge and experience are brought to bear on subjects pursued in the Centre.

6.2 All collaborative research will be conducted with informed consent of the collaborators.

6.3 Where multiple stakeholders (such as ACEWH employees and an external collaborator) have contributed to the production of IP, IP ownership shall be shared according to proportion of the creator's contribution, as defined in Section 4.

6.4 All contributors will receive appropriate recognition for their contribution(s). Appropriate recognition may include but is not limited to recognition as a creator (see Section 4) or recognition through an acknowledgment or citation. Authors are listed in the order of the significance of their contributions.

6.5 Respective contributions will be determined by negotiation among the stakeholders prior to the commencement of the research. Roles and responsibilities may change during the course of the research, and respective contributions should be re-negotiated as necessary. If a negotiated settlement cannot be reached, please see Section 12.

6.6 Each contributor should be supplied with and review a copy of the manuscript before it is submitted for publication. Contributors must not include or exclude the name of another contributor without her/his written consent. Each contributor should adequately understand the content of the publication in order to assume responsibility for all of it; otherwise the parts which the contributor is responsible for should be clearly indicated in the publication.

6.7 Where copyright is shared, no party shall register the work with CANCOPY without the written consent of all other parties sharing copyright of the work. Royalties shall be shared according to contribution.

6.8 Where copyright is shared between ACEWH and an external collaborator, both shall have rights: to a share of income derived from products; to have their name appear on products; to execute agreements for product publication and distribution with the concurrence of the other and; to transfer copyright to a third party.

7. Data

7.1 Data that is generated as a result of research conducted by ACEWH employees or collaborators will be stored under locked, password protected conditions for a term as defined by the Dalhousie University Ethics Committee.

7.2 Ownership of original data collected using ACEWH support, be it material or non-material, including but not restricted to transcripts, shall be shared between ACEWH and the individual(s) responsible for collecting the data.

7.3 Irrespective of where it is stored, ACEWH and the creator(s) will have access to the data for use in future research (after it is coded and identifying information is removed).

7.4 After a research project is completed, data will be disposed of as specified by Dalhousie University regulations. If disputes should arise, please refer to Section 12.

8. Graduate Theses and Dissertations

8.1 In the course of their employment at ACEWH, graduate student research assistants may have received material or non-material support from ACEWH relating to their studies. Nonetheless, students are assumed to be the sole creators of the theses and dissertations that they have produced.

8.2 Graduate students who create theses or dissertations with any amount of material or non-material support from ACEWH will provide ACEWH with a copy of the thesis or dissertation and must include the following in a citation or in the acknowledgements: "Assistance provided by ACEWH and the Bureau of Women's Health and Gender Analysis, Health Canada".

9. Dissemination

9.1 To assist ACEWH in monitoring and tracking the dissemination of research findings, creators are requested to provide ACEWH with a copy of all publications. All reports, published papers and presentations resulting from employment, contracts or collaboration with ACEWH must include the following in a citation or in the acknowledgements: "Assistance provided by ACEWH and the Bureau of Women's Health and Gender Analysis, Health Canada".

9.2 If the dissemination of a project report or other research product will negatively affect a researcher's ability to seek publication, an agreement to defer dissemination for a set period of time can be negotiated.

10. License to Use

10.1 ACEWH is automatically granted a non-exclusive, royalty-free, irrevocable, indivisible, and non-transferable license to use all works created by employees of or collaborators with ACEWH for ACEWH's purposes, including but not limited to reprint, copy, edit, translate, excerpt, distribute publications including electronic files, and further develop. Any exercise of this license will include full citation to the publication and authors.

10.2 Collaborators may be asked to, or ACEWH may, produce research or policy fact sheets about the IP they have created, to be distributed by ACEWH for non-commercial purposes. This should not infringe upon a collaborator's ability to publish.

10.3 If ACEWH wishes to revise or replace work created by collaborators, the creator shall be offered to revise or replace the work. If the creator does not agree to revise or replace the work, ACEWH may commission another individual qualified to do the work. Copyright for the revised work shall be shared between the original creator and the contributor responsible for the revision.

10.4 Exercise of 10.1, 10.2, or 10.3 will not infringe upon a creator's moral rights. Moral rights are infringed if intellectual property is, to the prejudice of the honour or reputation of the author, distorted, mutilated, otherwise modified, or used in association with a product, service, cause or institution.

11. Termination of Employment

This policy shall continue to apply to creators after termination of employment, contract, or collaboration with ACEWH unless an arrangement is made to the contrary.

12. Disputes

ACEWH requires that written agreements with respect to contribution and ownership of IP be signed before the commencement of research. ACEWH encourages re-negotiation of contribution and ownership agreements if and when roles and responsibilities change. All research must be commenced and continually conducted with informed consent by all stakeholders.

This policy recognizes that conflicts may arise due to an inability to reach an agreement with respect to the determination of contribution and ownership of IP. The Executive Director or Senior Research Officer will consult with others as appropriate to assist in arriving at a fair agreement.