

INTELLECTUAL PROPERTY POLICY*

Eligible Project Intellectual Property (EPIP): means all foreground IP conceived, produced, developed, or reduced to practice in carrying out an Eligible Project by ArcticNet, URs, Participants, and any of their employees, agents, contractors or assigns.

Intellectual Property (IP): includes any data, Model, improvement, Invention or discovery, whether patented or patentable, all proprietary technical information, whether or not constituting trade secrets, and all copyrightable works, industrial designs, integrated circuit topographies, and trademarks, whether or not registered or registrable, and Intellectual Property as defined in the URF Agreements.

Invention: means any new and useful art, process, methodology, technique, machine, manufacture or composition of matter, or any new and useful improvement of any art, process, methodology, technique, machine, manufacture, or composition of matter.

Model: means machine-learning or artificial-intelligence-based algorithms, or assemblies that, in combination with different techniques, may be used to obtain certain results; without limitation, such results can be insights into past data patterns, predictions on future trends, or more abstract results.

Outputs: means the results of operating a Trained Model, including products such as software, provided that such results, products, or software do not include the data or do not otherwise link to the data when used.

Participants: means any individual, legal or personal representative, partnership, corporation, limited liability corporation, incorporated syndicate, unincorporated or incorporated association, trust or governmental body, howsoever designated or constituted who participate in an Eligible Project, other than the UR.

Personal Information: means any information that would meet the definition of “personal information” (or similar nomenclature) under applicable laws, such as the *Personal Information Protection and Electronic Documents Act* (Canada), and that is found within data.

Program Activities means Eligible Projects and the activities undertaken by ArcticNet in connection with its project under the Government of Canada’s Strategic Science Fund.

Ultimate Recipient (UR) means an organization of one of the following types selected by ArcticNet to receive funding to carry out an Eligible Project:

- post-secondary institutions;
- the private sector;
- Canadian post-secondary institutions;
- Indigenous organizations and governments;
- research networks;
- research hospitals;
- municipalities;
- public engagement networks; and
- not-for-profit organizations.

Ultimate Recipient Funding Agreement (URF Agreement): means an agreement entered into between ArcticNet and a UR for funding to be provided by ArcticNet for an Eligible Project.

Representation: means a Model that mimics the effects of the data or Anonymized Data but does not contain any individual data points or allow third parties to infer individual data points with currently existing technology.

Trained Model: means a Model exposed to data or to Anonymized Data such that its weights, parameters, and architecture embody insights from the data.

5. Statement of Commitment

ArcticNet is committed to encouraging the following:

- the creation of IP as part of the Program Activities;
- the ownership of IP to empower URs in furthering their knowledge and findings;
- the sharing of IP knowledge for the collective benefit of researchers;
- the exploitation of IP for the benefit of Canada and Canadians; and
- the protection of IP by promoting the use of legal tools and services that uphold IP rights in a fair and secure manner.

6. Policy Statements

6.1 Data as IP

All IP derived from data, including Anonymized Data, datasets, research data, labelled data, Representations, Trained Models and Outputs are considered EPIP.

6.2 Ownership and exploitation of IP

All IP developed by ArcticNet as part of its own internal activities shall be owned by ArcticNet. This may include IP in research data, and IP in content made available to URs.

Ownership of BIP will not be affected by an Eligible Project or a URF Agreement. EPIP will be owned by the party that generated it, or in accordance with applicable IP policies and agreements, as contemplated in the relevant URF Agreement. ArcticNet will not have an ownership interest in any EPIP solely by virtue of providing funding under a URF Agreement.

URs will provide ArcticNet with a copy of any intellectual property policy or agreement relating to ownership of EPIP. Such policies and agreements must (1) permit exploitation of EPIP within Canada (including, without limitation, for the purpose of carrying out the Eligible Project), (2) not prevent the UR from fulfilling its obligations under the URF Agreement, and (3) ensure the confidentiality of sensitive and proprietary information.

Each UR shall be responsible for ensuring that they own or have sufficient rights in BIP and EPIP to carry out its Eligible Project.

URs are encouraged and expected to maintain an ownership interest or perpetual license to EPIP rights, or to otherwise take steps to ensure that the EPIP may continue to be exploited in Canada following completion of an Eligible Project, with the objective of maximizing benefits to Canada. URs

6.3 Infringement and enforcement

URs are responsible for taking commercially reasonable steps to protect and enforce rights to EPIP. Commercially reasonable steps may include filing and prosecuting patent applications (in the case of patentable EPIP) or other registrations for the EPIP, cooperating with any joint owners of the EPIP in such filing and prosecution, and taking appropriate legal action against third parties that infringe EPIP.

The URs shall ensure they do not, and ensure that other Participants do not, infringe any IP rights of others by performing the Program Activities.

6.4 Confidential information

URs should, at all times, take commercially reasonable steps to protect confidential and proprietary information, including trade secret information. These steps may include legal protections (such as non-disclosure agreements with third parties and individuals with access to confidential information) and physical and technological safeguards to limit access to confidential information to those on a “need to know” basis. The reasonableness of steps must be considered in relation to the sensitivity of the information.

6.5 Publication

In connection with Eligible Projects, URs will adhere to the Tri-Agency Open Access Policy on Publications, the Tri-Agency Framework: Responsible Conduct of Research and the Tri-Agency Research Data Management Policy and will adopt Open Science principles with a view to maximizing the value of all research activities, including by making negative research findings accessible where possible.

7. Policy Implementation

7.1 Governance

The ArcticNet Board is committed to studying the impacts of climate and socio-economic change in Inuit Nunangat and the broader Canadian North and supporting the development and exploitation of IP in furtherance of these objectives. To ensure that it can deliver on its mission, designated ArcticNet staff will report to the Board at least annually on ArcticNet’s activities relating to IP and may make recommendations for changes to this Policy.

7.2 Eligible Projects

ArcticNet will incorporate IP related considerations throughout the lifecycle (including the project proposal, selection, delivery, and evaluation stages) of Eligible Projects.

7.3 Education and Awareness

ArcticNet will implement education and awareness activities to increase knowledge and expertise in IP management among URs and Participants. Plans and promotional materials for these activities will be shared with URs through ArcticNet’s usual communication channels including online, direct communication, and event schedules.

7.4 Strategic Planning

ArcticNet will adopt positive measures to support IP related activities by:

- ensuring awareness among ArcticNet’s staff and management about their responsibilities with respect to IP and the application of this Policy;
- identifying opportunities and strategies for increasing awareness of and positive outcomes related to IP; and
- building IP-related activities into its strategic planning processes.

8. Conflict with URF Agreements

This Policy supplements the provisions of the URF Agreement. If there is a conflict between this Policy and the provisions of the URF Agreement, the provisions of the URF Agreement will govern.

9. Dispute resolution

Any dispute arising out of the interpretation or application of this Policy to a UR will be resolved in accordance with the provisions of the applicable URF Agreement.

Amendment: The Board may amend this policy.	Last Review:
Approval Date:	Last Revision: