

DHDP INTELLECTUAL PROPERTY AND COMMERCIALIZATION POLICY – Eligible Projects and Use of the DHDP Platform

Introduction

This policy includes guidelines on the creation, use and protection of Intellectual Property (“IP”) in the context of Eligible Projects and the use of the DHDP Platform to maximize Benefits to Canada. This policy complements legal terms in agreements with TFRI addressing IP and commercialization.

Other policies may exist or may be developed in the future to govern IP and commercialization in the context of DHDP Network Activities and the development of the DHDP Platform.

This policy may be revised from time to time by TFRI with reasonable notice to DHDP Members, and after seeking appropriate input from the DHDP Network Members, Ultimate Recipients and DHDP governance committees. In case of conflict, the terms of any legal agreements with TFRI will take precedence over the terms of this policy.

1. Eligible Projects

TFRI as the DHDP Network Lead providing support to Eligible Projects affirms that it does not wish to own, be assigned or manage Eligible Project IP arising from the health research and technology development Eligible Projects that it supports. Nor does TFRI desire to benefit financially from commercialization of Eligible Project IP.

This policy shall not encumber or otherwise affect the Background IP of the Ultimate Recipient.

All rights, title and interest in Eligible Project IP will vest in the Ultimate Recipient, immediately upon creation and regardless of the state of completion, subject to any applicable institutional policies or Project Partnership Agreements.

The Ultimate Recipient will comply with any requirements established by legal agreement with TFRI, as required by the SRF Agreement, governing Eligible Project IP including terms requiring the retention of ownership and use of Eligible Project IP in Canada, as well as conditions on exclusive rights or licensing of Eligible Project IP.

a. Policies and Procedures

Ultimate Recipients participating in an Eligible Project must:

1. Have an institutional policy to protect Eligible Project IP and a system to disseminate the policy to its faculty and staff.
2. Have the capacity internally or through Project Partners to facilitate the commercialization of Eligible Project IP, i.e., a technology/ business development or industry liaison office.
3. Own or hold sufficient rights in Background IP to permit the Eligible Project to be carried out and the Eligible Project IP to be exploited.
4. Enter into a binding Project Partnership Agreement with its Project Partners that addresses their rights and respective responsibilities with regards to Eligible Project IP ownership and commercialization, including where appropriate protection, disclosure, licensing and revenue-sharing terms.

b. Guidelines pertaining to the creation, use, protection, ownership and commercialization of Eligible Project IP

Ownership of Eligible Project IP should be based on the inventive contribution to inventions (applying Canadian patent law pertaining to inventorship), the creative contribution to works protectable by copyright (as determined by applying Canadian copyright law applicable to authorship), or the substantive intellectual contribution to any IP that does not consist of inventions or works protectable by copyright.

Publication and dissemination of the results of the research should only be taken after steps to protect Eligible Project IP have taken place when appropriate.

Ultimate Recipients are encouraged to complete business and licensing agreements which lead to the commercialization of Eligible Project IP in order to maximize benefits to Canada.

Project Partnership Agreements should establish IP and commercialization terms that promote and coordinate commercialization of Eligible Project IP and maximize the benefits to Canada.

Ultimate Recipients should adopt reasonable commercial terms that are likely to increase the probability of Eligible Project IP being licensed and commercialized by the Ultimate Recipients, its Project Partners and others, for use in Canada and to maximize benefits in Canada.



2. **Use of the DHDP Platform**

All right, title and interest, including IP rights, in the DHDP Platform will remain the sole property of TFRI and its licensors.

TFRI as the provider of the DHDP Platform for use in Eligible Projects affirms that it does not wish to own, be assigned or manage Eligible Project IP arising from the health research and technology development projects that the Platform supports. Neither does TFRI desire to benefit financially from commercialization of Eligible Project IP. TFRI reserves the right to charge licensing, access or usage fees for future uses of the Platform as part of its future cost-recovery and sustainability plans.

An Ultimate Recipient who uses the DHDP Platform as a Data Provider will retain all applicable ownership in its Project Data, research outputs, derived datasets or IP solely generated from the Project Data made available on or analyzed on the DHDP Platform, unless otherwise determined by a Project Partnership Agreement, other written agreement, Data Provider policy, or applicable law.

Ownership of Eligible Project IP jointly developed through the collaborative use of the DHDP Platform by the Ultimate Recipient and its Project Partners shall be governed by the Project Partnership Agreement, other written agreement, Data Provider policy, or applicable law.

Subject to the provisions of any Project Partnership Agreement, an Ultimate Recipient who uses the DHDP Platform to analyze data using its own Models or Code will retain all applicable ownership in its Model or Code.

3. **General**

Dispute resolution

Ultimate Recipients will attempt to resolve any dispute with TFRI or their Project Partners relating to Eligible Projects or the use of the DHDP Platform through good faith negotiation, and may, if necessary and the parties consent in writing, resolve the matter through mediation or arbitration by a mutually acceptable mediator or by arbitration in accordance with applicable laws.

Publicity

DHDP Network Members and Ultimate Recipients must not allow use of the TFRI or DHDP name or trademark(s), including the Terry Fox name, in publicity without explicit written permission from TFRI.



Endorsement

TFRI or the DHDP will not endorse or support any product or service of a for-profit entity, except to the degree a product or service is integrated as a core component of the DHDP Platform.

Definitions

The terms of this policy have the following definitions:

“Intellectual Property” or **“IP”** means all inventions, whether or not patented or patentable, all commercial and technical information, whether or not constituting trade secrets, and all copyrightable works, industrial designs, compilations of data or information, integrated circuit topographies, and distinguishing marks or guises, whether or not registered or registrable, and all rights pertaining thereto, including any rights to apply for protections under statutory proceedings available for those purposes, provided they are capable of protection at law.

“Background Intellectual Property” shall mean Intellectual Property already owned or controlled by the Ultimate Recipient, or that is made, conceived or acquired by the Ultimate Recipient outside of the scope of this Agreement that is required for the carrying out of Ultimate Recipient Workplan and Eligible Project.

“Eligible Project Intellectual Property” means all Intellectual Property created, invented, conceived, produced, developed or reduced to practice in carrying out the Eligible Project.