



NSERC's Policy on Intellectual Property

NSERC's Policy on Intellectual Property (IP) promotes the use or exploitation of knowledge to build a strong national economy and improve the quality of life of Canadians. Unless otherwise explicitly indicated in program literature, this Policy is applicable to all NSERC programs.

Guiding Principles

NSERC's Policy on IP is based on the following principles:

1. Encourage the utilization of research results, developed wholly or in part using NSERC funds, in Canada for the benefit of Canadians.
2. Promote the development of fruitful and productive partnerships and recognize the unique contribution each partner brings to the partnership and the need for each partner to benefit from the relationship and have their interests protected.
3. Support the publication of research results in the open literature. NSERC does not support secret or classified research.
4. Support a researcher's right to use his/her research results for non-commercial purposes in future research and in teaching.
5. Ensure that a student's graduation is not impeded by IP issues.

Terms of Access to Research Results and IP

Under this Policy, access to research results developed wholly or in part using NSERC funds, may include the following arrangements:

- open dissemination with no restrictions;
- non exclusive licensing;
- exclusive licensing;
- joint ownership;
- partial assignment of ownership; or
- full assignment of ownership.

It is recognized that no one set of rules will apply to every situation or research relationship. In determining whether to seek patent protection and the appropriate access to IP, which could be or has been developed as a result of NSERC funding, participants should consider:

- the nature of the research and any business interactions;
- stage and background of the proposed research;



- common practices in that sector;
- opportunities for novel forms of dissemination and use;
- background rights to existing and collaborator intellectual property;
- the nature and importance of the contributions (scientific, financial and other) of all participants involved in the support and development of the IP; and
- the opportunities for application of the research to other sectors.

NSERC claims no rights of ownership to IP associated with an award.

Mandatory Elements for IP Agreements

In order to ensure that the mandate of NSERC and the rights of all participants are protected, it is mandatory that all IP agreements, arising from and related to an NSERC award, contain clauses that address the following elements:

1. Every effort must be made to deliver the maximum benefit to Canada, which is defined as incremental Canadian economic activity and improved quality of life in Canada. In general the industrial expansion or economic activity should occur within Canada. Where there are no opportunities for commercialization within Canada, then the IP should be exploited in such a way that substantial benefits will still accrue to Canada. There should be a requirement to diligently develop and exploit the IP within an appropriate timeframe.
2. The IP assets of all participants must be respected. A partner's proprietary data, commercially sensitive information and potentially valuable results or ideas must be protected from unauthorized, inadvertent or untimely disclosure.
3. The results must be publishable in the open literature. NSERC does not support secret or classified research. In order to secure IP protection, a maximum delay of six months is permitted when submitting papers for publication. No publication should expose a partner's proprietary information.
4. No delay is permitted for the defence of a student thesis.
5. The university/college and its researchers must retain the right to use the knowledge or IP generated for non-commercial purposes in future research and in teaching. Where appropriate and with the agreement of all participants, consideration should be given to extending those rights to all university/college researchers.

Additional Considerations

To avoid significant delays, which could be detrimental to the impact that the research might have, all participants are strongly urged to discuss key IP issues at the earliest stages in the development of a partnership.



As a condition of accepting an award, grantees agree to disclose to their institutions any IP with commercial potential arising from the award, should they decide to commercialize.

It is the responsibility of the institution and supervising researcher to ensure that all students, post doctoral fellows and other research personnel involved in a research project are fully informed as to their obligations and rights within the project. See Guidelines and Obligations of Project Participants for information on NSERC's expectations.

In some NSERC programs, an IP Agreement is a mandatory prerequisite for an award. In such cases, the IP Agreement will be reviewed by NSERC to ensure that it includes the above mandatory elements. NSERC may withdraw the offer of award should the finalization of the IP Agreement be unduly delayed. Participants should consult specific program guidelines for such requirements and deadlines.

To aid participants, the Guideline for Developing IP Agreements is provided which outlines the roles of the various participants, key issues to be considered, and typical timelines. Various template agreements are also provided as possible starting points in discussions between partners.