

**The Canadian Centre for Policy Alternatives &  
The Manitoba Research Alliance on Transforming Inner-city and Aboriginal  
Communities**

**Agreement Regarding the Ownership & Use of Intellectual Property**

1. **Preamble**

*Intellectual Property* (IP) is defined as any production of research, scholarly or other creative activity, including curriculum and training material development which is the result of a Research Partner carrying out duties supported by Funding from the Research Alliance.

As a public research organization, the Canadian Centre for Policy Alternatives is involved in the creation of IP that is socially useful. CCPA and the Research Partner adhere to the principle that the purpose of the funded research project is the creation and dissemination of knowledge, and Research Partners are encouraged to make all IP freely available to the public. Leaving to the individual Partner the ultimate right to dispose of her/his IP as he/she sees fit, the CCPA and the Alliance strongly encourage the public dissemination of knowledge through normal processes of publication, conference presentations, etc.

2. **Ownership:**

IP is owned by its creator. The owner of IP alone determines whether to hold it for commercialization purposes, or to offer it to the public. The creator of IP and the CCPA may enter into an agreement for the latter to manage and/or co-own IP.

3. **Decision to commercialize**

Notwithstanding article (2) above, and subject to the policies of the universities to which the Research Partners belong, the Research Partners grant to CCPA a license to use the property, and a right to permit third parties to use the property, created from research performed with assistance from funds provided through this program. However, IP cannot be used for commercial purposes by CCPA or third parties without authorization from the creator. The work shall not be distorted, mutilated or otherwise changed without the creator's authorization, nor put to a use not in keeping with its purpose. The creator may recall the work for sound academic/intellectual reason (dated material, errors in need of correction, incorporation of new knowledge) within one year of delivery to CCPA.

4. **Non-commercial use**

IP created using Alliance funds must be provided royalty-free and non-exclusively by its creator to the CCPA for its normal dissemination activities. *Normal dissemination activities* is defined as publication on a website, publication through non-commercial

print materials, promotion through press releases, or the incorporation of excerpts within other documents prepared for public dissemination. This use does not imply a right to transfer or commercially exploit such IP.

5. **Copyright in print and/or digital media**

CCPA acknowledges that it has no interest in and makes no claim to print and/or digital media copyrights of any Partner.

6. **Estates**

When a Partner or former Partner dies, his/her estate shall retain all his/her rights and responsibilities under this Agreement. The estate of a copyright holder shall allow unrestricted access to and quotation from the papers, documents, or research materials collected for the research project by the copyright holder to CCPA.