



INTELLECTUAL PROPERTY (IP) POLICY OF CFICE

A POLICY DESIGNATING THE INTELLECTUAL PROPERTY RIGHTS OF ALL INDIVIDUALS WHO HELP TO PRODUCE KNOWLEDGE PRODUCTS AS PART OF THE CFICE PROJECT.



Community First: Impacts of Community Engagement (CFICE), a major SSHRC-funded project, aims to strengthen Canadian communities through action research on best practices of community-campus engagement. We ask how community-campus partnerships can be done to maximize the value created for non-profit, community based organizations in four key areas: poverty, community food security, community environmental sustainability, and reducing violence against women.

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Intellectual Property (IP)

Policy of CFICE

Purpose

This IP policy document seeks to recognize all forms of knowledge creation associated with the CFICE project over its lifetime (i.e. the period of its implementation and dissemination.) The policy covers ways to acknowledge inputs from a multiplicity of contributors (community, academic, students, and any others) to the various types knowledge products produced in many formats which will be used by diverse audiences. This should include contributions made by individuals working as part of the project and further afield. Collective authorship and co-creation is strongly encouraged as one of CFICE's overarching motivations for research. We encourage everyone to read and carefully reflect upon this document, making necessary decisions about authorship, contribution, and research participation at the outset of a research project, before a knowledge product is generated. This is often an important first step which provides a way of ensuring that all persons who are involved in the research are honoured and that trust is built through the process of doing community engaged research.

Definitions

In this policy...

“Knowledge Products” refers to any form of materials produced by participants in CFICE, from print media to electronic media. Knowledge products may include (but are not limited to) the following: publications, academic and popular books, journal articles, reports, working papers, webinars, workshops, performances, conference outputs (presentations, papers and proceedings) and multi-media compositions. All knowledge products should have acknowledged authors, and where applicable, contributors.

“Author” refers to anyone who has been involved in specific writing activities or content generation. Authorship is defined as a combination of conceptualization *and* design, analysis *and* interpretation of data, drafting *and/or* critical revision of content, *and* giving final approval of the finished knowledge product. Anyone who contributes to a significant degree *to most or all of* these authorship tasks shall be considered to be one of the product's authors.

“Lead Author” refers to anyone who, through a collective decision-making process, is appointed as the lead author for a given knowledge product. Not all knowledge products have a lead author. Some knowledge products will be the work of a single author. Others are an entirely collective endeavor in which authorship is usually assigned alphabetically. A lead author is responsible for having a conversation with all potential contributors on a project, to clarify who will participate specifically as authors, and



to shepherd the final knowledge product through the production and dissemination process. [In principle, the lead author should also be responsible for inviting any potential contributors into a project.]

“Contributor” refers to anyone who has taken part in the activities of preparing a given knowledge product, but where those activities do not constitute authorship. Types of contribution include data gathering (e.g. surveying, videography, interviewing, and transcription) presentation of results, graphic design, administration, copy editing and facilitation / organization of outputs. Contributors may have also been involved in specific aspects of conceptualization and design, analysis and interpretation of data, and or revision of content, but were not necessarily involved in ALL of those steps and are thus not considered ‘authors’.

“Research participant” A research participant is anyone who provides information or data for the CFICE project. These individuals have specific rights as research subjects, including those rights specified in the letter of consent that they sign when they provide data to our project, and this letter must thus be respected. Furthermore, in some cases, research participants should also be considered to be contributors or authors, if they have had a hand in developing the knowledge products and so they should be acknowledged in this capacity as applicable. (See above categories of author and contributor for a detailed description of what this entails.)

Policies in the IP Agreement

1. All knowledge products should acknowledge the funder and the project as follows: **This research was supported by the Social Sciences and Humanities Research Council of Canada through the Community First: Impacts of Community Engagement Project.**



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Policy on Acknowledgement of Authors and Contributors

It is the policy of the CFICE team that all knowledge products will acknowledge both contribution and authorship as appropriate. This includes work that is the result of collaborative authorship/contribution. The “lead author” or an author designated by the collaborative team of authors will ensure that all authors/contributors agree to have their name on the knowledge product. Author/Contributor names should normally be listed at the beginning of the knowledge product (with a statement of their role and contribution as appropriate.) However, in the context of some knowledge products (e.g. journal articles or films) it may be more appropriate to list authors/contributors at the end of a document or in the final credits etc., depending on the choice of medium. Research participants should also be acknowledged as appropriate.

Policy on Output Tracking

In order to keep track of project outputs (i.e. knowledge products) each Hub will keep a running list of all knowledge products that it has produced for CFICE. (The reporting includes, but is not limited to, the list of items in the knowledge products definition above.) Each year, the list should be updated at least once and reviewed on a Hub level for completeness. (The Secretariat will require this information on an annual basis as part of its reporting process.) The Secretariat and Knowledge Mobilization Hub may assist the Hubs in keeping track of their knowledge products.

Policy on Data Sharing

As a general principle, all research participants should have some measure of control over how they are acknowledged. Some, but not all of the guidelines affecting participation are provided by Carleton University Ethics. Many research participants have an active interest in how authors/contributors work with the data they share with them and how they are acknowledged. In such cases as research participants wish to exercise this control, data sharing agreements which specify how information can be used and the ultimate limitations of data sharing are important to be developed. These usually take the form of contracts between participants and researchers. An example of one Data Sharing Agreement (in the form of “research guidelines”) has been developed in the context of CFICE by the Community Food Security Hub. Please refer to Appendix for IP Ancillary Document.

Copyright

As a general principle, all knowledge products should have a minimal level of Copyright to protect the authors. This means simply attaching your name with the © symbol and storing the document in a file drawer. Copyright does not preclude open access unless it is transferred to a journal. Although Copyright is implicit in Canada as soon as an idea is generated, it should be recognized that including the copyright symbol, date of publication, and author name or CFICE name offers an extra measure of protection for authors. It is particularly important to include this copyright symbol © when value added material is published online, on the CFICE website, or in presentations given at other Universities. It is also advisable to keep a copy of the original copyrighted document on file with the Secretariat. If you (or the authors/contributors) want more control over how it enters into the public domain, you can also use the tools on the Creative Commons website. Instructions for Creative Commons online certification process appear as part of the “IP Ancillary Document.”



Appendix 1

Ancillary Document on Intellectual Property

Intellectual Property (IP) has various interpretations, but it has a specific meaning when applied to CFICE. In a general sense, IP refers to (but is not limited to) matters of patent, copyright, trademark and industrial design. This is consistent with Carleton University's own IP Policy which mentions these same categories.¹ However, within the context of CFICE, we can all agree that IP is primarily about the knowledge products generated by Community Members, Faculty and Students in the project, providing credit where credit is due. We are talking mainly about copyrighted knowledge products and publications. (Publications are a subset of knowledge products.) On the whole, CFICE is not likely to deal with patent, trademark or industrial design. We concern ourselves mainly with multi-media and print resources for the project.

However, there is one major exception to this generalization. IP can also be used to refer to local knowledge when it is coupled with proprietary resources that are held by the community (e.g. local knowledge of medicinal plants which have not been commercialized). Similarly, IP emerges whenever a researcher from CFICE claims ownership (individually or collectively) for a piece of work, with the purpose of protecting it through copyright or creative commons sharing agreements. CFICE researchers should be mindful about this when negotiating data sharing arrangements with community members. As a general principle, all IP should be shared between researchers and community members responsible for its generation. Community members can certainly be referred to also as authors or contributors in our IP Policy, and/or as participants.

This guideline document is written with 5 main objectives in mind: (1) to introduce the idea of IP and how it is distinguished from copyright in the discipline of Library Science; (2) to help students and researchers to navigate the publication process, enabling them to establish better Copyright for their own

¹ Carleton University's IP Policy appears in Article 14 of the "Carleton-CUASA Agreement" (i.e. the Collective Agreement between Carleton University and the Carleton University Academic Staff Association). This agreement states the following general principles, which CFICE academic co-leads should be mindful of when they are employed by Carleton University:

(a) Protection of intellectual property includes, but is not limited to, matters of patent, copyright, trademark, and industrial design.

(b) Inventors, authors and other creators (hereinafter referred to as originators) have sole ownership over their intellectual property except where the employer has contributed any assistance in the creation or development of the intellectual property, whether by way of funds, facilities and/or support or technical personnel employed by the employer beyond that which is normally provided to originators to carry out their usual duties. Originators so supported have a duty to disclose intellectual property developed to the employer. Unless specifically directed otherwise, each originator shall make such disclosure to the Provost and Vice-President (Academic).

(c) Nothing contained in this Article derogates from an employee's right to assign ownership of intellectual property to the employer.

(d) An employee who assigns or agrees to assign ownership of intellectual property to the employer shall execute all such documents as may be required in order to register or record such intellectual property and its assignment.



knowledge products (through Creative Commons licensing); (3) to offer some suggestions on how collaborative writing projects have been done in the past and pointers for students and faculty members; (4) to discuss issues of confidentiality and to elaborate on any other items for discussion surrounding the elements of our IP policy that have emerged from CFICE discussions.

Objective (1) Distinguishing CFICE objectives from Library Science

Librarians tend to view IP as referring to any publications Faculty has produced and Copyright as the means by which the University attains access to such material as well as outside publications. For this reason they refer to all material emanating from Carleton University Faculty or their research partners as “Intellectual Property.” They refer to all of Carleton’s activities to access publications from journals and other universities as “Copyright.” This is apt to lead to confusion, because IP is a broader subject than is perceived in library science, and includes more than merely the publications that Carleton Faculty is producing. In some cases, local knowledge of communities also needs protection if it is tied up in rights to medicinal plants, traditional recipes, formulas or harvesting practices, or culturally important commercializable goods and innovations that are known to the community. There may be ways to establish patents for such technology, though it should be acknowledged that this is not an easy process, and is likely to be outside of the scope of the CFICE project. Researchers should always be mindful about these various forms of IP when engaging with communities and in forming data sharing agreements.

In the CFICE project, Co-leads have a particular role in safeguarding the resources and knowledge products of community, which includes how they are generated with participation from communities. Various hubs may wish to reference what has been done by the Community Food Security Hub (CFS) in this area. The CFS Hub prepared a research agreement with the BC Food Systems Network which could serve as a precursor to a data sharing agreement called: “CFICE CFS hub BC Food Systems Network project (year 1) Collaborative Research Guidelines.” This research agreement included important provisions for intellectual property IP:

- 1) The results of this research will be jointly owned by the BC Food Systems Network (through its Research Subcommittee) and the researchers of the CFICE CFS hub
 - a. i.e. all IP will be shared between the community participant and the CFICE CFS hub housed at Carleton University
 - b. Your hub may also wish to review several other provisions from this CFS research agreement, which are less directly related to IP and included in the full document.
- 2) A community engagement plan
- 3) Ethical protection
- 4) Confidentiality
- 5) Security of Data
- 6) Use of Information, including Interpretation and Dissemination of Results

Objective (2) Guidelines to navigate the publication process

Though it may seem obvious, as a first step to protecting his or her copyright, every author or contributor should store a copy of the finished product with their name and the date produced in a file drawer with the copyright symbol:

e.g. © Christopher Yordy 2014.



This can be done before submitting your article to a journal, and the reasons for this step are explained below. This step does not prevent an author from choosing to release their product into the public domain at a later date. There are at least 3 parallel processes that might be established for working with copyright after this. Authors/contributors may choose to do nothing and keep the document in their own hands and with their own Community Based Organization or themselves as the sole author for self-publishing. Second, they may choose to go for a Creative Commons copyright. Third, they may choose to cede copyright to a publisher for a formal journal article publication.

***PLEASE NOTE THAT SSHRC REQUIRES ALL CFICE KNOWLEDGE PRODUCTS AND PUBLICATIONS TO BE OPEN ACCESS AFTER ONE YEAR. WHILE WE ARE STILL FIGURING OUT EXACTLY WHAT THIS MEANS FOR ACADEMIC JOURNALS THAT HAVE AN EMBARGO OF LONGER THAN ONE YEAR, EACH AUTHOR SHOULD CAREFULLY INVESTIGATE HOW THEIR KNOWLEDGE IS TRANSFERRED TO A JOURNAL AND WHAT THEIR POLICIES ARE BEFORE THEY TRANSFER COPYRIGHT TO A MAINLINE PUBLISHER.**

Copyright is implicit in Canada, which means that as soon as a knowledge product is generated, the author/contributor (also called the “originator” according to Carleton’s IP Policy) automatically has control over the contents of the knowledge product. However, if it should ever be required to prove who was the originator of a particular work in a court of law, (whether this is a PowerPoint, paper, or otherwise) it is helpful to have the Copyright symbol as a minimum standard to document what was produced. As O’Reilly and Associates show: “most people copyright their work explicitly, but informally, by attaching a copyright notice to the work. [See Appendix 1 for a detailed description of how to do this.] However, neither formal registration nor even the attachment of an explicit copyright notice is needed to establish copyright. Thanks to the Berne Convention on copyrights, the contents of any ... files created after March 1, 1989, are automatically and implicitly copyrighted and protected, regardless of whether a copyright notice is actually present in the file.” (O’Reilly and Associates, 1996)

Creative Commons

Another way to protect your product while choosing how it enters the public domain is to use Creative Commons copyright. This is a formal registration available for your knowledge products on the internet with a legally binding agreement. Creative Commons is an NGO that gains revenue from free will donations made to them over the internet. Their added value is essentially to prevent people from falling through the cracks if they do not establish copyright for their products and websites.

It is recommended that with CFICE we should make this available for as many knowledge products as possible. There are several easy steps to this process:

1. Go to the Creative Commons website: <https://creativecommons.org/>
2. An “infographic” schematic will guide you as to which type of copyright you might wish to secure: <http://creativecommons.org/choose/>
3. Select whether you want to allow other people to adapt your work.
4. Select whether you want to allow commercial uses of your work
5. Select the jurisdiction of your copyright – which countries you want it to be valid for
6. You can then copy and present a small (CC) symbol with a circle around it beside your work.



7. An HTML code will be generated for you that can also be embedded in webpages, or copied to your work.

This could be a helpful process for all types of knowledge products associated with CFICE (print, electronic, and multi-media) and parts of the CFICE website that have not yet been registered. This is primarily for self-published CFICE materials and working papers. Some journals allow authors to register their paper with Creative Commons, or even require it. CFICE should favour such journals in thinking of where to publish.

Journal Articles with conventional Publishers that require transfer of Copyright

It may happen that you or your Hub needs to produce something for a journal that requires exclusivity. Many mainstream publishers such as Springer want to have this contract with authors. We should not rule out this possibility for CFICE authors as many professors also need to publish for the purposes of Tenure and promotion. In this case, the author/collaborators will transfer copyright to the journal.

Academic Progression

Finally, we must not forget about STUDENT authors / contributors in CFICE.

It should be maintained as a general principle that publication delays and the release of data should not ever delay the thesis defense of any student working on the CFICE project. There is one major exception, however, for sensitive data. Because community based research can at times be very sensitive, if the student is working in the community sector, they may be required to wait to publish their own research results if they are likely to cause a community disturbance, or even abandon a particular publishing route if it undermines the ethical participation of community members. Sometimes redirecting a thesis project is needed if publication of sensitive information harms the interests of an specific community group that they have been closely working with.

Objective (3) Collaborative Writing Projects

One of the things that seems to get overlooked for some large projects is the issue of contribution. The importance of being first author for academic co-leads may take on a higher degree of importance since most academics are evaluated on the basis of their peer-reviewed publications record at the University for tenure and promotion. Although we hope to change some of this with CFICE and the weighting that is attached to “publications” by the University Administration, transgressing some of the boundaries of what is considered to be gray literature takes time, and we have to recognize the importance of peer-review for the Academic co-leads especially. We should all be aware that generating a significant volume of knowledge products from CFICE is a key goal for many of the academic co-leads. For some academics who are starting their careers and PhD students, knowledge products have emerged as a priority. For those at the end of their career, publications may be less important. It is important to take stock of each other’s needs and desires in each of the Hubs as the project continues.

We also need to ask the question: how are we able to acknowledge contributions within our research team (both in a research format) and in a way that meets the needs of community-based participants,

such as raising the profile of their organizations? Everyone's contribution matters. This need not be decided at the project level, but Hub co-leads need to ask the question: What sort of level of engagement is going to count for credit? Do you have to have drafted sections to get credited with authorship?

Getting this on the table first, both at the hub level and at the demonstration project level is very important. An agreement between authors before getting to the dissemination phase is quite important. So if there are going to be many products from your hub, perhaps it is good to agree on the rules of attribution: Who's going to get credit and in what order? Getting this on the table early also allows for a more efficient division of labour. This refers equally to publications and knowledge products generated by each Hub as part of CFICE. You might want to consult with the Knowledge Mobilization Hub for which resources you intend to generate as a hub, and if you think issues of authorship are likely to arise there.

Online versus Open Access

Actually, whether or not a journal is online or not makes almost no difference whatsoever in the actual distribution of labour for authors, and nor does it make a difference in whether the material is freely available to subscribers or open access. This is mostly because almost all journals today are online in some form or another. Instead, the IP licensing depends on the business model of the journal itself. The key is in whether a journal is designated as an open access or not, and whether the subscriber has to pay a fee in order to access the journal. This might actually be more important to think about in the dissemination process. Are you going for a prestigious journal for a particular type of publication? Or are you going for a new journal that is trying to make it onto the market for the first time?

Are we in fact intending to enter more articles in a particular journal in order to strengthen the work of a particular journal (e.g. Michigan Journal of Community Service Learning) or an Academic Association? All of these have different purposes.

Unfortunately there is still somewhat of a pecking order when it comes to journals and the editorial standards: we have the following:

1. Double blind peer review
2. Ordinary peer review
3. Editorial board review
4. Edited
5. Open academic journals (under open access agreement)
6. Trade / professional journals

This is more or less the order in which journals are classified according to how much review is applied to each article. Some journals are more prestigious due to their impact factor, but have a more open access format, so these are not necessarily related.

The second scale in which the journal's business model may be evaluated, is looking at the level of 'commercial interest' of the journal. Some journals are entirely commercial, a hybrid of commercial and open access, or strictly open access. Open access journals tend to be of two types: The 'gold standard' - fully



open access journals for all readers, and the 'green standard' - open access after a particular embargo period.

One may also have a membership journal – by professional association, which provides a journal to the associational members. This tends to be a smaller circulation, but it is covered by the membership fee of the association, or built into the membership as an add-on.

Authors nowadays have to be careful about vanity press or predatory press which solicits articles under the guise of open access. In this case, an author may get down the road of publishing. They then realize that there is an author agreement that was not so easy to read, and they are on the hook for an author fee. The journal may say, once a document is published ... We'd like your \$1500 author fee now! This seems very shady and as the publishing world faces lower revenues from copyright infringement activities, this might be increasingly common.

There is also now a listing of open access journals, so if this is of specific interest to CFICE, we can review it:

www.doaj.org

Objective (4) Other Guidelines on Confidentiality etc.

Other recommended IP guidelines which may or may not apply to the CFICE project stem from NSERC. Although these are not strictly SSHRC guidelines, it may be useful to review and include these in our CFICE IP policy as well:

- **Confidentiality:** Research results cannot be secret. The results of the research must be publishable in the open literature, and sharable with communities. In order to protect authors and communities, a maximum duration of six months might be permitted when submitting papers for publication. No publication should expose a community member's OR community partner's proprietary information without their express permission to do so.
- **Rights for future research and teaching:** 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.
- **Students should be briefed and made aware of the issue of clandestine recording** at meetings. This is often an ethical problem, but it could also become a publishing problem as well if it later comes to be known that certain data was gathered without the permission of the community partners. This is more or less an issue of ensuring that all RAs are properly trained before going into any research project, and they have sufficient knowledge of the ethical agreements that have been put into place with CFICE partners and collaborators.



Appendix 2

Since this comes from a copyrighted website, please quote with caution:

http://netghost.narod.ru/gff/graphics/book/ch08_09.htm

When you go to this website you will find:

What is copyrightable and what is not?

A graphics file itself cannot normally be copyrighted under United States copyright laws (although the rulings of some judges may disagree). The specification of a format and the "contents" of a graphics file, however, are subject to copyright. In other words, your secret barbecue sauce, or its recipe, can win a blue ribbon at the county fair but not the jar you put the sauce in, or the paper you wrote the recipe on. For anything to be copyrighted it must be:

- A work of authorship
- Fixed in a tangible medium of expression

The description of a graphics format does meet both of these criteria if it is both fixed in a medium (printed on paper or stored on disk) and a work of authorship (not copied from a pre-existing work). Any file format specification that meets these two requirements is protected under the copyright laws.

A graphics file created using a format description, however, meets the second criteria but not the first. That is, the file itself is not considered to be a work of authorship. The file itself is considered instead to be an idea or a system and is therefore not protected by the laws of copyright.

So the description of a file format is copyrightable, but the format as it exists in its medium is not. What about the graphics data that the file contains?

If the graphics data written to a graphics file also meets the above two criteria, it is also protected by the copyright laws as intellectual property. You will not waive your copyright protection by storing any original information using a graphics file format.

Explicit versus implicit copyrights

How do you copyright the contents of a graphics file or a file format specification? There are several levels of copyright: formal, explicit, and implicit.

You can formally register the copyright of your work to establish priority as the creator of the work. This action gives you extra protection if you intend to sell or otherwise assign your copyright, or if you need to defend yourself in the event that the ownership of your work is disputed in a court of law. For the most up-to-date information about copyright registration, consult the U.S. Copyright Office (or the appropriate office in your own country) or an intellectual property attorney.



Most people copyright their work explicitly, but informally, by attaching a copyright notice to the work. (We'll describe how you do this in the sections that follow.) However, neither formal registration nor even the attachment of an explicit copyright notice is needed to establish copyright. Thanks to the Berne Convention on copyrights, the contents of any graphics files created after March 1, 1989, are automatically and implicitly copyrighted and protected, regardless of whether a copyright notice is actually present in the file. In fact, even all the posts on USENET and all email sent across the Internet are automatically copyrighted by these international laws.

Work for Hire

In many cases a copyright is not automatically assigned, such as with work-for-hire. If you are paid by someone to create a copyrightable work, the copyright belongs to your employer and not to you.

Unfortunately, many people do not realize that even though they don't see an explicit copyright notice on a file, the information in that file is still subject to protection under the copyright laws. We recommend that you include a visible copyright notice on your file. Doing so will drive the point home that the contents of your graphics files are at least in some ways protected by copyright laws.

A minimal copyright notice looks like this:

Copyright date(s) by author(s)

This notice visually establishes the fact the contents of your file are copyrighted on a given year(s) and indicates who holds the copyright. For example:

Copyright 1995-96 by James D. Murray

You might enhance your copyright notices by stating:

Copyright (C) 1995-96 by James D. Murray. All rights reserved.

The (C) is an ASCII attempt to represent the "c in a circle" (©) copyright symbol. Note that you must include either the word Copyright or the copyright symbol in your statement, It is redundant, but harmless, to include both. Note also that the (C) character that people put in ASCII files has not yet been accepted as a valid copyright symbol by any court of law.

The phrase 'All rights reserved' was a requirement of several countries many years ago to consider a copyright notice valid. Under current international copyright laws, this phrase is no longer required, but many people still use it.