

EduSource Canada

Guiding Principles

**These principles have been provided by Gilbert Pacquette as a basis for discussion during the eduSource kick-off meeting September 15 and 16 2002.*

The IP management process and regulations to be adopted by eduSource will favor free dissemination of knowledge and graduate studies support, exchange of source code and Web-services between the partners, as well a maximized commercial impact of eduSource-Supported IP for the benefit of the IP owners, IP users and Canada.

The following main principles will form the basis of a Memorandum of Understanding (MOU) that will be signed before the beginning of the project between the participating groups.

- All parties to this Agreement agree that the ultimate authority regarding decisions to commercialize or otherwise dispose of Network-Supported IP shall reside with the eduSource-Supported IP owners.
- IP ownership previous to the project is not considered as eduSource-Supported IP; ways to protect this IP and confidential information will be enacted. IP developed within the network by researchers of the same institution will be own by the researchers and/or the institution, according to the applicable institutional IP policies. Jointly developed IP will be jointly owned by the participating researchers and/or institutions, according to the applicable institutional IP policies.
- The network will also promote an open source approach for use in the public education sector and not-for-profit organization. Participating universities in the network will be granted royalty-free, perpetual, non-exclusive licenses to use eduSource-Supported IP for further research or training activities with eduSource-supported IP, subject to necessary limitations entailed by licenses agreement signed with commercial firms.
- Commercialization of eduSource-Supported IP outside the activities of the participating universities will be made with respect to IP ownership and right of first offer acquired by supporting organizations.
- The contribution of private companies and other supporting organizations to the Network will be recognized by allowing them a right of first offer to the commercial exploitation and a right to full information on IP development stages. Terms commensurate with the extent and level of the Sustaining Member's contributions shall be negotiated between IP-owners and commercializing or user organizations, with the support of eduSource. These agreements will recognize the right to publish articles or thesis, to share sources and services for use in public institutions, while preserving the necessary confidential information that could invalidate IP licenses.