

*Policy No. & Title:* **A201: RESEARCH AND INNOVATION**

*Effective:* 2015-05-27

*Next Review:* 2020-05

*Policy Sponsor:* Dean, Centre for Research and Innovation

*Approvals:* 2005-06-01/AC-04-09; 2009-11-04/AC-09-03; 2015-05-27/President.

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### **1. PURPOSE**

The purpose of this policy is to establish a framework within which College employees and others may engage in research and innovation activity with integrity and in an environment that supports and encourages the ethical exercise of the rights and responsibilities of academic freedom. In addition, where funded from external sources, research and innovation activities must meet the conditions of the funding body.

### **2. POLICY**

The Policy Sponsor establishes and maintains standards and procedures applicable to employees and others who engage in research and innovation, and that achieve the objectives of this policy to the satisfaction of the College and applicable external funding agencies.

### **3. REFERENCES**

Tri-Council Policy Statement "Ethical Conduct for Research Involving Humans (TCPS2)

### **4. ADDENDA**

Standard 1: RESEARCH AND SCHOLARLY ACTIVITY

Standard 2: ACADEMIC FREEDOM

Standard 3: INTEGRITY IN RESEARCH AND SCHOLARSHIP

Standard 4: INTELLECTUAL PROPERTY

Standard 5: STUDENT RESEARCH

Standard 6: RESEARCH INVOLVING HUMAN SUBJECTS OR ANIMALS

Standard 7: STUDY GUIDES

Procedure A: RESEARCH INTEGRITY COMPLAINTS

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*Policy No. & Title:* A201: RESEARCH AND INNOVATION

*Addendum:* **Standard 1: RESEARCH AND SCHOLARLY ACTIVITY**

*Issued by:* Dean, Centre for Research and Innovation

*Effective:* 2015-05-27

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## 1. PURPOSE

Research and scholarly activity at Fanshawe College enhances and enriches our primary mission of excellence in community driven teaching, education and training. Normally, these activities are funded by grants and sponsorships separate from the primary Ministry operating grants.

The purpose of this document is to outline the standards and procedures applicable to College employees and others in the conduct of sponsored research and scholarly activity, for approving applications, conducting research, and maintaining financial and external reporting accountability.

## DEFINITIONS

*Research:* A systematic approach to discover new facts, principles or generalizable knowledge and information, to develop new interpretations of facts, knowledge or information, or to discover new means of applying existing knowledge in all disciplines.

*Scholarship:* The pursuit, creation and dissemination of knowledge through research and other scholarly initiatives.

**For the purposes of this document, "research" refers both to research and to scholarly activity.**

*Research and scholarly activity:* Internally or externally funded activity that the College and the academic community in general, consider to be research or scholarship. These include:

1. Finding solutions to practical problems through the application of knowledge.
2. Experimental discovery.
3. Activities leading to the publication of books, monographs and contributions in edited books.
4. Preparation of papers for submission to refereed and non-refereed journals, and those delivered at professional meetings.
5. Consulting and contracting work under the auspices of the College, and other professional activities involving research.
6. Participation in panels.
7. Unpublished research, including work in progress.
8. Editorial and refereeing duties.
9. Creative works and performances.
10. Course writing and course design including creation of technological materials.

*Individual research:* Research under the administrative aegis of the College where the primary accountability lies with the individual.

*Institutional research:* Research where the primary accountability lies directly with the college.

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*Funding proposal:* An application or proposal to a potential research sponsor requesting funding for a research project, facility or equipment.

*Research sponsor:* A party providing funding for the research project, facility or equipment, including granting agencies, foundations, private donors, government departments, corporations, municipalities, and the college itself.

*Funding agreement:* A formal agreement such as research grants and research contracts, which define the rights and obligations of the sponsor and the recipient of the funding.

*Sponsored research:* Research funded from external sources or special internal allocations that are separate from departmental operating funds.

*In-kind contribution:* A non-cash contribution which may include use of physical space, equipment or other educational resources, personnel, overhead expenses, project supervision, financial management or audit services, donated equipment, discounts on purchased goods and services having monetary value.

## **2. STANDARDS**

- 2.1. Faculty, support staff and administrative employees may conduct individual research, or participate in institutional research, with the approval of their manager, and, in the case of sponsored research, the approval of the Dean, Centre for Research and Innovation.
- 2.2. Institutional research may be undertaken when and where appropriate and when deemed of value to the institution.
- 2.3. Sponsored research applications related to research and scholarly activity follow the process specified by the Centre for Research and Innovation, and are approved by the researcher's manager and by the Dean, Centre for Research and Innovation, prior to submitting the funding proposal for internal authorization. Funding proposals to be administered by Fanshawe College are authorized by the President or designate prior to submission to the funding sponsor, and name the College as the lead institution.
- 2.4. Individual researchers are accountable to be knowledgeable of and to comply with the terms and conditions of grants and contracts, especially regarding eligible expenses.
- 2.5. Accountability to ensure completion of a project, appropriate use of and accounting for the funds or contributions received, and progress and financial reporting rest both with the College, and with researcher(s). In the case of contract default or failure to comply with terms of an agreement, the College may be required to refund all or part of the grant monies, could be subject to further liability or legal action, and in the case of misconduct or negligence on the part of a researcher may pursue disciplinary or legal action or both.
- 2.6. Researchers comply with all aspects of this policy, including its addenda.

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*Policy No. & Title:* A201: RESEARCH AND INNOVATION

*Addendum:* **Standard 2: ACADEMIC FREEDOM**

*Issued by:* Dean, Centre for Research and Innovation

*Effective:* 2015-05-27

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## 1. PURPOSE

This document defines the rights, obligations and limitations related to academic freedom when applied to research and scholarly activity conducted by Fanshawe College faculty members in the course of their academic appointment and those researchers and persons who are similarly authorized in writing by the College for the purposes of research and investigative endeavours.

The rights and benefits associated with this policy do not apply to, nor is it intended to be generally applicable to, all employees of or persons under the control of the College.

## 2. DEFINITIONS

*Academic Freedom:* The right to enquire about, investigate without restriction, pursue controversial issues and speak freely about scholarship issues without fear of impairment to position or other reprisal.

*Scholarship:* The pursuit, creation and dissemination of knowledge through research and other scholarly initiatives.

## 3. STANDARDS AND GUIDELINES

- 3.1. Scholarship is an integral element and essential function at Fanshawe College. Faculty members and others engaged in research authorized by the College are encouraged to engage in scholarship in order to generate new knowledge, to evaluate, apply and extend knowledge and to express new ideas.
- 3.2. Academic freedom generally refers to the ability of a faculty member to engage freely and openly in scholarship, research and innovation activities. It includes the right to question and challenge traditional norms, and the freedom to define research questions, to pursue answers to those questions by way of unrestricted but proper investigative techniques and to disseminate the knowledge gained to students, academic colleagues and society as a whole. Academic freedom does not require neutrality on the part of the individual; rather, the expectation for academic freedom is to make intellectual scholarship, discourse and critique possible without reprisal or repression by the institution, the government or any other person or entity.
- 3.3. However, academic freedom is not an absolute. Individual members of institutions are limited by the degree of autonomy available to the institution, and are subject to legal parameters, professional requirements and peer review. The autonomy of an Ontario college is limited by statute, the College's charter, policies established by the Government of Ontario, ethical review boards and oversight committees.
- 3.4. Academic freedom, as appropriate to an individual's college appointment, implies protection of the individual by the College from pressure intended to censure or restrict such individual from otherwise pursuing scholarly and research interests and communicating the results thereof to students, academic colleagues and the community at large. In this context, individuals are entitled

to freedom in research and inquiry and in the publication or dissemination of the results, subject to the adequate performance of their other academic duties.

- 3.5. Academic freedom also has corresponding obligations, which include a high degree of respect for evidence; integrity in the research in accordance with the conventions of the discipline; impartial reasoning; and honesty in reporting both the underlying assumptions and the results of the inquiry.
- 3.6. Within its means, Fanshawe College seeks to provide the opportunities, infrastructure, facilities and academic freedom necessary to support and maintain a high level of scholarship.
- 3.7. Research and scholarship are conducted ethically and in ways that fully respect human rights as defined in law. Individuals are expected to use their right for academic freedom responsibly, with respect for the rights of others and in a manner that is appropriate to and consistent with the individual's College appointment.
- 3.8. College faculty members and researchers as appointed by the College are members of an educational institution whose special position in the community imposes unique obligations. As such and as a group, they must be cognizant of their position as institutional representatives. When such persons exercise their rights for academic freedom or through individual rights as independent citizens, they should be free from institutional censorship or discipline, but must nonetheless recognize that the public may judge not only their personal credibility but also their profession and their institution by statements, publications or public pronouncements. Hence, faculty and researchers shall be accurate; shall exercise appropriate respect for the opinions of others; and shall clearly indicate whether they are presenting personal rather than institutional views, as the former opinions clearly fall outside the purview of rights associated with academic freedom.
- 3.9. Academic freedom does not confer legal immunity from either civil action or from criminal prosecution, whether from a claim in damages by a third party or by seeking of indemnification and recovery by the College. Nor does it prevent peer evaluation as conducted or approved by the College or by other academic, research or professional bodies in the researcher's field, whether within or outside the College.
- 3.10. All members of the Fanshawe College community who are engaged in research and scholarly activity in the course of their academic appointment or who are otherwise authorized in writing by the College for purposes of research and investigative endeavours as governed by this policy are individually accountable to comply with this policy. The College takes appropriate action for breach of this policy.

#### **4. REFERENCES**

College policy P207: Employee Ethics

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*Policy No. & Title:* A201: ETHICS AND INTEGRITY IN RESEARCH AND SCHOLARSHIP

*Addendum:* **Standard 3: INTEGRITY IN RESEARCH AND SCHOLARSHIP**

*Issued by:* Dean, Centre for Research and Innovation

*Effective:* 2015-05-27

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## 1. PURPOSE

The purpose of this document is to encourage the highest standard of integrity and of professional and ethical conduct from all individuals involved in research and scholarship under College aegis, and to provide a means to address concerns that may arise relating to responsibility and accountability in such research and scholarship.

## 2. DEFINITIONS

*Research:* Systematic investigation and study undertaken to discover new facts, principles or generalizable knowledge and information; to develop new interpretations of facts, knowledge or information; or to discover new means of applying existing knowledge in all disciplines. In the College context of this policy, Research refers to all research excluding that conducted internally for administrative purposes.

*Scholarship:* The pursuit, creation and dissemination of knowledge through Research and other scholarly initiatives.

Examples of *research and scholarship*:

- Finding solutions to practical problems through the application of knowledge;
- Experimental discovery;
- Activities leading to the publication of books, monographs and contributions in edited books;
- Preparation of papers for submission to refereed and non-refereed journals, and those delivered at professional meetings;
- Consulting and contracting work under the auspices of the College, and other professional activities involving research;
- Participation in panels;
- Unpublished research, including work in progress;
- Editorial and refereeing duties;
- Creative works and performances; or
- Course writing and course design including creation of technological materials.

***Hereinafter in this document, the word "research" refers to both research and scholarship.***

*Misconduct in Research:* The intentional violation of professional standards in the performance of Research and scholarly activities. Examples of Misconduct in Research include:

- Fabrication or falsification of research data;
- Plagiarism, theft of ideas or intellectual property, or appropriation of another's work;
- Failure to acknowledge or recognize the contribution of others, including:
  - Co-researchers,
  - Students, or
  - Research assistants;
- Use of the unpublished works of others without permission;
- Use of material in violation of the copyright act;
- Abuse of supervisory power affecting collaborators, assistants, students and others associated with the research or any behaviour contrary to the respectful College policy;
- Financial misconduct: failure to account for or misapplication or misuse of funds acquired for support of research, including, but not limited to:
  - Failure to comply with the terms and conditions of grants and contracts, or
  - Use of College resources, facilities and equipment without College approval;
- Material failure to comply with relevant federal or provincial statutes or regulations or other agency and College policies for the protection of researchers, human participants, or the health and safety of the public, or for the welfare of laboratory animals;
- Failure to comply with Health Canada laboratory biosafety guidelines;
- Material failure to meet other relevant legal requirements that relate to the conduct of research, or, for grant holders, material failure to comply with regulations of the relevant agency or agencies concerning the conduct of research; or
- Failure to reveal any material conflict of interest, as defined in section 3.6, to sponsors or to those who commission work, including any material conflict of interest when asked to undertake reviews of grant applications or manuscripts for publication, or to test products for sale or distribution to the public.

### **3. STANDARDS AND GUIDELINES**

Fanshawe College expects that its staff and students maintain the highest ethical and scientific standards of academic integrity in the conduct of research in accordance with the standards established in this policy. Researchers are responsible for conducting their research in strict observance of ethical standards. Honest error, conflicting data or differences in interpretation or assessment of data, or of experimental design are recognized as being intrinsic to the process of research. However, academic dishonesty, fraud or misconduct of any sort is not condoned and may be cause for disciplinary action.

#### **3.1. Scope**

These provisions apply to employees of the College, students enrolled in the College or partaking in research, or anyone else engaged in research in or for the College in any capacity whatsoever.

They apply equally to all projects, both those led by the College and those led by other institutions in which College employees or students are participants.

### 3.2. Data Collection and Retention Standards

Accurate, retrievable data must be retained for all Research. A researcher must have access to their original results in order to respond to questions or challenges regarding their research.

- 3.2.1. Primary data normally remains in the department at all times and is preserved as long as there is a reasonable need to refer to it. Results are recorded accurately and, where the medium permits, are retrievable for at least five years following publication. Original primary research data is recorded, when possible, in bound books with sequentially numbered pages or on appropriately protected electronic media. An index is maintained to facilitate access to data. In no instance is primary data destroyed while investigators, colleagues or readers of published results may raise questions answerable only by reference to the data, except in the case where there is a bona fide requirement for confidentiality.
- 3.2.2. Entitlement to ownership, copyright, reproduction, publication and moral rights of primary data, software and other research results and products varies according to the circumstances under which research is conducted, and is subject to College policy A204: Copyright and Standard 4: Intellectual Property attached to this policy. Ownership is clarified among collaborators, supervisors, students, sponsors and the College before the research is undertaken.
- 3.2.3. Issues of confidentiality in research are appropriately addressed by the department or organizational unit involved. Where research involves human subjects, College Standard 6: Research Involving Human Subjects or Animals, attached to this policy, applies.
- 3.2.4. The principal investigator and all co-investigators have free access to all original data and products of the research at all times, subject to any limitations imposed by the terms of grants, contracts or other arrangements for the conduct of research. Disclosure of research data and results is not be made without the knowledge and authorization of the principal investigator, except that a member of the research team may make copies of the primary data for their own use in the conduct of the research.
- 3.2.5. When a principal investigator leaves the College, arrangements are made for the safekeeping of records, data and products of research. In the case of students, data stays in the College. A principal investigator would normally retain the original data, with a copy of essential information being maintained by the College to the extent required to meet legal or statutory requirements.

### 3.3. Authorship Standards

- 3.3.1. In order to ensure the publication of accurate scholarly reports, two requirements are mandatory:
  - 3.3.1.1. The active participation of each author in verifying and taking responsibility of the part of the manuscript that they have contributed; and
  - 3.3.1.2. The designation of one author who is responsible for the validity of the entire manuscript.

3.3.2. The principal criterion for authorship is that the author(s) have made a significant intellectual and practical contribution. The concept of "honorary authorship" is unacceptable.

3.3.3. Students are given appropriate recognition for authorship or collection of data in any publication.

3.3.4. Funding contributions do not constitute authorship.

3.4. Individual Responsibilities of Researchers and Scholars

Researchers and scholars are responsible for applying the following ethical practices:

3.4.1. Recognizing the substantive contributions of collaborators and students; using unpublished work of other researchers and scholars only with permission and with due acknowledgement; and using archival material in accordance with the rules of the archival source;

3.4.2. Obtaining the permission of the author before using new information, concepts or data originally obtained through access to confidential manuscripts or applications for funds for Research or training that may have been seen as a result of processes such as peer review;

3.4.3. Using scholarly and scientific rigor and integrity in obtaining, recording and analyzing data, and in reporting and publishing results;

3.4.4. Ensuring the authorship of published work includes all those who have materially contributed to, and share responsibility for, the contents of the publication, and only those people; and

3.4.5. Revealing to sponsors, universities, journals or funding agencies, any material conflict of interest, financial or other, that might influence their decisions on whether the individual should be asked to review manuscripts or applications, test products or be permitted to undertake work sponsored from outside sources.

3.5. Team Responsibilities of Principal Investigators and Supervisors

Principal investigators and supervisors are accountable:

3.5.1. To ensure that research is conducted to the highest ethical standard and with scholarly and academic integrity;

3.5.2. To provide their collaborators, students, staff and assistants with all reasonable information necessary to prevent misconduct as defined in this policy;

3.5.3. To monitor the work of students, research assistants, and others, and oversee the designing of research methodology and the processes of acquiring, recording, examining, interpreting and storing data. Simply editing the results of a research project does not constitute supervision;

3.5.4. To hold regular collegial discussions among all research personnel in a research unit to contribute to the scholarly efforts of group members and to provide informal review; and

3.5.5. To verify the authenticity of all data or other factual information generated in the research.

### 3.6. Responsibilities of the College

The College promotes the understanding of research ethics and integrity issues through distribution of the research policies and workshops for the College community. Specifically, the College:

- 3.6.1. Promotes integrity in research;
- 3.6.2. Investigates possible instances of misconduct in research and, where necessary, imposes appropriate sanctions in accordance College policies, and informs the appropriate Council(s) of conclusions reached and actions taken; and
- 3.6.3. The Dean, Centre for Research and Innovation:
  - Initiates activity to promote this policy and educate researchers on its application; and
  - Acting on behalf of the Senior Vice-President, Academic develops and maintains procedures for the investigation and resolution of alleged breach of this policy. Such procedures meet the current requirements of the Canada's research granting agencies, are attached to this policy and posted in the College Policy Manual as Procedure A: Research Integrity Complaints.

### 3.7. Conflict of Interest in Research

College policy P207: Employee Ethics outlines situations where conflict of interest may arise. Members of the College community engaged in research activity are expected to understand and abide by that policy, and to disclose and seek appropriate guidance before embarking on activities that may create a potential conflict of interest for them.

### 3.8. Procedure for Investigation and Resolution of Complaints in Respect of Alleged Breaches of Research Integrity Policy

Refer to Procedure A attached to this policy.

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*Policy No. & Title:* A201: RESEARCH AND INNOVATION

*Addendum:* **Standard 4: INTELLECTUAL PROPERTY**

*Issued by:* Dean, Centre for Research and Innovation

*Effective:* 2015-05-27

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## 1. PURPOSE

The purpose of this document is to identify College expectations in connection with the creation, invention and development of innovative works within the College community, and the ownership of and rights of use associated with the intellectual property arising through research and innovation. It is also designed to establish College expectations with respect to intellectual property generally and disclosure, dissemination, commercialization and administration specifically.

It is a fundamental tenet that any work produced pursuant to an employee's normal administrative or professional duties or commissioned by the College, and the arising intellectual property as created, invented, developed or produced, belongs to the College, unless this policy or contractual arrangements provide to the contrary.

This document also applies to work created, invented or developed by, and the intellectual property arising from, collaborations with third parties who are independent of the College.

## 2. DEFINITIONS

*Copyright:* As defined by the *Copyright Act*, "copyright" means, "in relation to a work, the sole right of the creator of the work to produce or reproduce the work or any substantial part of the work in any material form, and to produce, reproduce or publish any translation, ... and to authorize any such acts". Copyright in a work extends to any of print or other media, or in electronic or digital formats, recordings, performances and rights to display, sell or disseminate copies of the work, or to permit the display, sale or dissemination thereof. The copyright holder has the authority to prohibit use by any other person not authorized or licensed to use the work.

Rights of use may be absolute or qualified, but may only be granted by an agreement in writing, being an assignment of those rights as are specifically identified. Copyright exists whether registered or not, but registration provides for deemed, public notice to third parties. Copyright extends to works of art, writings, audio or video recordings, film and software. (See also "Moral Rights"). Copyright does not extend to unexpressed ideas.

*Industrial design:* In order to be characterized as distinct from patents, features of shape, configuration, pattern or ornamentation, or any combination that in a finished article are judged solely by the eye fall within the category of Industrial Design. When registered, an industrial design provides an exclusive right to such design, and no other person may use the design, except in conjunction with a license for use from the owner. Registration of an industrial design for protection purposes may occur only after it has been confirmed that the design does not so closely resemble any other design so as to be confusing.

*Innovative work:* For the purposes of this policy as specifically restricted in connection with commercialization and sharing of proceeds, innovative work represents the resulting efforts or work

produced by an employee as part of that employee's assigned or contractual administrative or professional duties as directed or commissioned by the College where:

- The resulting efforts or work are disclosed to the College by the employee as being reflective of a creative, inventive or developmental initiative where not anticipated or reasonably foreseeable within the performance of the duties as assigned; and
- The College has determined that the resulting efforts or work of such initiative as disclosed have potential application and commercial value beyond the uses or requirements of the College and the performance of the employee's administrative or professional duties.

Innovative work does not include work created, invented, developed or produced independently of the administrative or professional duties of an employee, such as in his or her personal capacity, on his or her own time and using his or her own facilities and resources.

*Intellectual property ("IP"):* A term given to the creation, invention or development through artistic expression, process, algorithms, design or manufacture, or improvements to any of the foregoing elements (any of the foregoing being a "work") by an individual or individuals. The arising property rights ("intellectual property rights" or "IPRs") associated with a work may be protected by statute, contract or common law. IPRs may be owned by persons other than the creator or inventor of the work, because of employment, contract or assignment.

Intellectual property as protected by federal statute in Canada extends to copyright, industrial design, patents, plant breeders' rights and trademarks; common law and contract provide protection for proprietary and business information, confidential information and trade secrets, sometimes referred to as "know how". The jurisdiction for protection of IPRs is unique in Canada, through the Federal Court.

*License agreement:* A written agreement between the owner of IPRs and a third party, in which the owner grants to the third party the right to use the (protected) rights and benefits arising from the IP in the work, upon terms and conditions set out in the written agreement, and usually for compensation. Rights of use can be qualified by a particular field of use for the IPRs (such as by time or place of use) and be exclusive or non-exclusive depending upon the consideration payable.

*Moral rights:* The right of the author or creator of a work to the continuing integrity of a work, and the right to be (or not to be) associated with the work as its author by name, under a pseudonym or the right to remain anonymous. Moral rights arise only in conjunction with copyright, but are independent of and distinct from those (economic) rights of use associated with copyright that may be assigned in writing to another or others for specific purposes.

The waiver of moral rights permits abridgements, translations, use of selected sections or use in conjunction with other materials. The integrity of the work is infringed (and hence moral rights may be asserted) where the work is distorted, modified or mutilated, or used in association with a product, service, cause or institution, to the prejudice of the creator's rights, honour or reputation.

While copyright must be assigned in writing, only the creator of a work may waive moral rights (in whole or in part, expressly or qualifiedly). The owner of moral rights in a work can be distinct from the owner of the work. Any owner or licensee, in whose favour moral rights have been waived, may rely upon and invoke such rights in using the work.

*Net proceeds from commercialization:* The aggregate cash revenues allocable to the legal interest of the owner of either an innovative work or a project work, arising from a commercialization initiative, less all

costs and expenses properly incurred as part of such initiative (the “expenses,” including without limitation, all reasonable, out-of-pocket costs as directly referable to commercialization efforts; licensing arrangements; costs incurred for IP protection; prototype design; marketing costs; legal or other professional fees and insurance). Cash revenues shall not include funding provided to a research or other project by a sponsor, governmental funding or grants from third parties. The cumulative aggregate of expenses as contemplated by this definition shall be fully recovered from commercialization revenues prior to any distribution in accordance with section 3.12.6. For the purposes hereof, the “legal interest of the owner” in the instance of an innovative work shall reflect that of the College together with any creator(s) of such Innovative work, as applicable.

*Patent:* A statutory grant in respect of an invention, being any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, to provide an exclusive right (monopoly) to the patent holder in exchange for the public disclosure in filing a patent application. Elements for the grant of a patent include novelty, utility and being non-obvious. The patent holder may be a different person or entity than the inventor. A patent provides a “negative right” to the owner to prohibit any other person from using the patented technology, process or machine without permission, for the period of the patent (in Canada, 20 years from application date). Protected rights may include improvements, enhancements and continuations-in-part to extend the term of the initial patent.

*Project work:* For the purposes of this policy, project work is as defined under section 3.5.

*Trademark:* A mark, logo or design unique to an entity, used for marketing, branding or identification purposes. In Canada, trademarks arise through use of the mark, but statutory protection against improper use by third parties is acquired by way of approval and registration with the Canadian Intellectual Property Office. As a “public authority” as contemplated by the *Trade Marks Act*, the College has special status for registration of marks for which it seeks protection. Failure to properly control the use of a trademark may lead to its expungement (loss).

*Trade secret:* Proprietary or confidential information of a person or entity disclosed under controlled (i.e., contractual) conditions. Trade secrets are inclusive of “know-how,” and are without statutory protection in Canada, and so must be protected by contract. Once revealed, no subsequent protection can be created. Rights may be enforced as a property right.

As a public institution and because of the requirement for transparency in third party funding, funded research at the College is generally construed as creating trade secrets. However, the information relating to and the results from research should nonetheless be governed by contract.

### **3. STANDARDS AND GUIDELINES**

#### **3.1. College Commitment to Innovation and Discovery**

A primary goal of the College is to encourage, promote and foster innovation and discovery by its employees, contractors and students in all fields of academic and research endeavours of the College. A secondary College goal relates to the establishment of relationships with third parties who support College research initiatives and the pragmatic applications of process and results for the benefit of the College and its students.

Intellectual property and rights to any elements of a work as created, invented, developed or produced pursuant to an employee's administrative or professional duties shall, in consideration of the employment arrangement, without further formality, automatically vest in and be owned by the College unless there is an agreement in writing to the contrary. Such rights shall include all elements of a work created, invented, developed or produced as a result of the performance of an assigned or commissioned task; as a result of any efforts reasonably associated with the performance of employment-related duties; or arising from the use of College facilities, resources or property.

Ownership and rights of use in connection with innovative work or project work are owned by the College in accordance with this policy, subject to any subsequent re-assignment to the employee or to a third party by the College as contemplated by section 3.12.2 or any contractual agreement with the third party as contemplated by section 3.5. The College may seek a written assignment for the work from the creator with respect to any rights that may be asserted, or required to be asserted, in the work by the College, consistent with statutory provisions.

Any employee who creates, invents, develops or produces an innovative work independently of, or in conjunction with, a project work subject to the terms of this policy, shall disclose the nature of such innovative work by filing a report of invention with the Dean, Centre for Research and Innovation, at the earliest instance following identification of such innovative work, in accordance with the applicable procedures of the Research and Innovation office.

Each employee who is affected by this policy, following the filing of a report of invention and upon the direction of the Dean, Centre for Research and Innovation, assigns the innovative work to the College, and in consideration therefor has the benefit of financial participation pursuant to the arrangements for commercialization and sharing of proceeds as contemplated by sections 3.5 and 3.12.

### 3.2. Employee Work

3.2.1. Subject to the terms of any collective agreement or other terms and conditions of employment with respect to work created, invented, developed or produced, and in the absence of any written agreement to the contrary between the College and the employee, the College is the owner of all intellectual property rights in any work or innovative work:

- Where invented, created, developed or produced by an employee in the course of employment with or commissioned by the College; or
- Where invented, created, developed or produced by using any resources, facilities or property of the College.

3.2.2. In determining whether an innovative work has been created, invented, developed or produced by an employee in the course of employment, the College may have regard to the following factors (which are neither cumulative nor exhaustive):

- Whether the employee created the innovative work as part of his or her duties for the College, which includes participation in project work;
- Whether the employee created the innovative work on College premises, or used College resources, facilities or property in order to do so;
- Whether the work had been commissioned by the College;

- Whether the College has independently remunerated or compensated the employee for the innovative work; and
  - Any other factor that the College considers relevant.
- 3.2.3. Where the College owns or acquires the intellectual property rights in an innovative work pursuant to this policy, or by agreement with its creator, the creator, in addition to any sharing of proceeds under section 3.12.4 (subject to the discretion of the College pursuant to section 3.5), is granted a non-exclusive, non-commercial right to use such innovative work, provided the creator thereof uses the innovative work only in the course of continuing employment with the College. Any improvement to or enhancement of such innovative work arising from the creator's use thereof shall, notwithstanding anything to the contrary, belong to the College, subject to the employee's continuing non-exclusive, non-commercial right of use under this section.
- 3.2.4. Where an employee invents, creates or develops a work during an unpaid leave of absence or during a leave under the pre-paid leave plan and in either instance without using the College's resources, facilities or property in doing so, the work belongs to the employee unless otherwise agreed by the parties. Upon the written request of the College, the employee may elect to grant to the College a perpetual, non-exclusive, royalty-free license to the work for teaching, academic and non-commercial purposes. However, if, under the circumstances of an unpaid leave of absence or a leave under the pre-paid leave plan as contemplated above, College resources, facilities or property are used to invent, create, develop or produce the work, the provisions of sections 3.2.1 and 3.2.2 apply, unless otherwise agreed in writing in advance by the parties.
- 3.2.5. Where an employee invents, creates, develops or produces any work, including an innovative work, during a paid leave of absence or during a paid professional development leave, whether or not using the College's resources, facilities or property in doing so, all such work including the innovative work belongs to the College in accordance with the provisions of this policy.
- 3.2.6. Application by an employee for a paid professional development leave shall contain a full description of the proposed professional development activity. It is the College's intention to encourage employees to invent, create and develop works of innovation and discovery. Any application for professional development leave shall also contain a statement, signed by the employee, their supervisor and the Dean, Centre for Research and Innovation, which sets out how any net proceeds from commercialization are shared between the College and the employee, substantially in the following form:
- “In compliance with College policy A201: Research and Innovation, the College shall be the sole owner of the intellectual property in any work including any innovative work described in this document and invented, created, developed or produced by the applicant, provided that if any innovative work is exploited and generates revenue, the applicant and the College shall share the net proceeds from commercialization on revenue generated as follows: *[insert agreed-upon formula here]*”.

3.2.7. Where an employee wishes to use College resources, facilities or property to invent, create, develop or produce a work outside the course of employment, the employee is first required to inform the College of the invention, creation or development of the work, or the likelihood thereof, so that a mutually satisfactory, written agreement covering, among other things, operating and overhead costs, insurance, use of resources, conflict of interest, ownership of and rights of use to results and revenue sharing, may be negotiated before the work is further developed or commercialized.

If the parties cannot agree as to the use or application of College resources, facilities or property, or any of the other elements contemplated by such agreement, the employee is not permitted use of such resources, facilities or property. In the absence of such notification and written agreement, the intellectual property rights in the work invented, created, developed or produced are owned jointly by the College and the employee.

3.2.8. In those instances where an independent third party collaborates with the College or employee, but under the direction of the College, for the invention, creation or development of any project work, including the potential for innovative work, the College and such third party shall, prior to commencement of the project for such work, negotiate in good faith to establish rights of ownership to and use of such project work and/or any innovative work, together with sharing of net proceeds from commercialization.

### 3.3. Employee-Owned Work in Curriculum

The adoption and inclusion of employee-owned work in College curriculum or the academic delivery of materials is made only with the prior approval of the appropriate College administrator in accordance with the College policy P207: Employee Ethics.

### 3.4. Contractor or Non-Employee Work

Any agreement between the College and a person who is not an employee of the College, to invent, create or develop a work under a research project or other specific direction shall be in writing and executed by the parties prior to the commencement of such project. The agreement shall provide that the College shall be the sole owner of the work and all intellectual property in such work as invented, created or developed by the person without any duty or obligation to account to such person as to any intellectual property or proceeds arising from commercialization of such intellectual property. This provision of the policy may be amended by written contract between the parties, subject to the prior approval of the Dean, Centre for Research and Innovation.

### 3.5. Joint Initiatives with Outside Parties

Where the College enters into an agreement with a person or persons that provides for or contemplates the invention, creation or development collaboratively as between the parties under a project in which intellectual property may arise (as referred to as the “project work”), the parties will ensure that a written agreement executed prior to the commencement of such project sets out their respective duties and obligations with respect to performance thereof; their respective rights in the intellectual property in the project work, including any innovative work that forms part of the overall project work; the ownership of and rights of use to the project work and innovative work; obligations in connection with commercialization; and any terms relating to the sharing of risk and revenue from the commercial exploitation of the project work or innovative work.

For the purposes of encouraging third party participation and sponsorship for research activities, it is the expectation that where one party makes a significantly greater contribution to the project work, whether financially, by in-kind, in time or through know how, such party shall *prima facie* be the owner of the project work and any innovative work as may be elected by the College. It is acknowledged that the College has full discretion in connection with the determination of rights of use and sharing of proceeds with such third party from commercialization in connection with innovative work, which may include assignment thereof.

Subject to the foregoing, rights relating to ownership of the project work shall nonetheless remain subject to section 3.12.5 and the provisions relating to sharing of proceeds and rights of use.

### 3.6. Student Work

Students who are not employed by or contracted to the College or not otherwise a participant within a research project or other endeavor under the direction of an employee shall be the owners of the intellectual property rights in works they invent, create or develop, except in the following situations:

- 3.6.1. Where the students who invented, created or developed the work transfer the ownership in such work to the College for valuable consideration.
- 3.6.2. Where the students use College resources, facilities or property to create the work outside of their course requirements, in which case the students shall first be required to obtain the College's consent to the use of its resources, facilities or property. It is a condition to the giving of such consent that the College and the student(s) enter into an agreement in conjunction with the invention, creation or development of the work, which agreement shall provide for, among other things, the nature and extent of use of College resources, facilities or property; supervision; insurance and liability; the ownership of and rights of use to any intellectual property rights in the work to be created; the exploitation of the work by the students and the College; and the sharing of any revenue by the students and the College from such exploitation.
- 3.6.3. Where students are participants in a project under the direction of an employee, the students are governed by the same terms and conditions as applicable to such employee, pursuant to section 3.2.

### 3.7. Classroom Recordings

Where the College determines that the audio or video recording of academic-related activities is necessary for educational purposes or where required to accommodate persons pursuant to the *Ontario Human Rights Code*, the *Accessibility for Ontarians with Disabilities Act* or comparable legislation, the relevant employee(s) and students are notified of the recording in advance. If the College wishes to use such recording for other purposes, it obtains the consent of all persons seen or heard in the recording.

The College shall own the content of the intellectual property recorded on audio or video tapes or discs developed or created in classroom activities by College employees, except for material obtained for approved research projects that are part of a program of academic studies being undertaken by the employee, where the provisions of section 3.2 shall apply.

The College acknowledges and respects the performing rights of all performers of literary, dramatic or musical works and agrees to obtain their consent to the recording of their performances. The College will use such audio and video recordings solely for educational purposes.

If the College wishes to use such recordings of the performances for any other purpose, it will obtain consent from all performers who are seen or heard in the recording. In all instances where the College is not the owner of the recordings, the person identified as owner shall be similarly obliged to obtain the requisite consents, and otherwise the provisions of the approval as required pursuant to section 3.8 shall prevail.

### 3.8. Research Materials

Any person wishing to gather research materials (as contemplated by the second paragraph of section 3.7) must first obtain prior written approval of the College, including any requirements of the Research Ethics Board or equivalent. Where the person has obtained the College's approval, that person shall, subject to any conditions of the approval which may include for the purposes thereof rights of use in favour of the College, be the owner of any intellectual property rights in the research materials.

### 3.9. Notices

Where the College is the owner of copyright in any work as governed by this policy, or otherwise, it shall place the following copyright notice in a conspicuous place in the work:

© [year of publication] The Fanshawe College of Applied Arts and Technology.

Where the College is the owner of a trademark as governed by this policy, or otherwise, it shall place immediately following such trademark the symbol "TM" or "®" as is appropriate.

### 3.10. Centre for Research and Innovation

The Centre for Research and Innovation (the Centre) is responsible to assist staff to deal effectively and efficiently with intellectual property issues and to ensure that there is consistency in the manner of addressing such issues and the decisions resulting therefrom. To maximize the benefits to the College from the creation, invention, development or production of any works in which intellectual property rights may subsist, the Centre also serves as a resource centre for coordinating and managing intellectual property precedents, including license agreements, technology development agreements, and revenue sharing agreements.

Where the College enters into a license agreement with a third party to permit that third party to use any work invented, created, developed or produced by or at the College, the license agreement shall be in a form approved by the Dean, Centre for Research and Innovation. The terms and conditions of any such license agreement shall, to the extent commercially reasonable, be consistent with the considerations set forth in this policy. The College shall ensure that a copy of any intellectual property-related agreement to which it is a party is deposited with the Centre.

The Dean is also responsible for oversight and administration of this policy, including the development, administration and compliance of procedures with respect to intellectual property and determination of ownership for third parties; determination of the status of work as innovative work; re-assignment of innovative work to the respective employee; commercialization

initiatives; risk management; intellectual asset management; and the determination and distribution of net proceeds from commercialization.

### 3.11. Use of Fanshawe Name on Created Works

The College has the right to be recognized or acknowledged in, or in association with, any work, innovative work or project work, as the case may be, created, invented, developed or produced in the course of employment by a Fanshawe employee; in studies by a student; or by a person with whom the College is otherwise dealing, or to be disassociated from any of the foregoing.

### 3.12. Commercialization, Rights of Use, and Sharing of Costs and Proceeds

3.12.1. Where the College is the owner of the intellectual property rights in an innovative work that has the potential for commercial exploitation, it is the College's stated intention to promote a revenue-sharing relationship jointly with the creator or creators of that Innovative work.

3.12.2. Where an employee becomes the owner of an innovative work where such innovative work is re-assigned by the College to the employee, the College shall be entitled to an irrevocable, non-exclusive and royalty-free right of use for teaching, academic and non-commercial research purposes. In all such instances, the College shall also be entitled to an agreed portion of the net proceeds from commercialization arising from the employee's commercialization of such Innovative work.

3.12.3. Where the employee is owner of an innovative work pursuant to section 3.12.2 and seeks commercialization of the innovative work with the assistance of the College, a formal arrangement may be entered into by the parties, and the College and the employee shall share any Net proceeds from commercialization equally. There is no obligation on the College to provide such assistance, and where the employee elects to commercialize the innovative work independently, the provisions of section 3.12.2 regarding sharing and rights of use shall apply.

3.12.4. Any commercialization opportunities where an employee has participated in the work will respect the level of participation by the creator(s) and the College, but will initially be anticipated to reflect an equal sharing of Net proceeds from commercialization as between the creators collectively and the College. Further distribution as between multiple creators shall be negotiated in good faith by the participants prior to undertaking commercialization opportunities. In all instances where the College is the owner of the Innovative work, it shall, through the Dean, Applied Research and Innovation, direct prosecution of the commercialization strategy, but may at its discretion consult with the creator(s) of the work in connection with such strategy.

3.12.5. Subject to any agreement to the contrary, where ownership rights in a project work are jointly-owned by the College in conjunction with a third party (sponsor) entity, or alternatively in the instance of absolute ownership of the project work by the sponsor as contemplated by section 3.5, any net proceeds from commercialization are intended to be shared (subject always to the discretion of the College under section 3.5) proportionately by the College and the third party consistent with the levels of contribution by the respective parties with respect to the project work and any innovative work included therein. The College and the employee creators shall collectively share the College's

entitlement, as provided under section 3.12.4 and consistent with the provisions of section 3.12.6.

3.12.6. Net proceeds shall be distributed by the Centre as between the College and the entitled employee(s) annually, within ninety (90) days following the fiscal year end of the College.

3.13. Permissions and Agreements

In all cases where, under this policy, the College seeks to obtain usage permissions or to execute an agreement involving intellectual property or intellectual property rights, the administrator involved shall contact the Dean, Centre for Research and Innovation who will arrange for any necessary negotiation and execution of such instruments.

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*Policy No. & Title:* A201: RESEARCH AND INNOVATION

*Addendum:* **Standard 5: STUDENT RESEARCH**

*Issued by:* Dean, Centre for Research and Innovation

*Effective:* 2015-05-27

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## 1. PURPOSE

An element of College efforts to foster a culture of integrity in research is Standard 6: Research Involving Human Subjects or Animals (below) that requires Research Ethics Board (REB) approval of research involving human subjects.

The purpose of this document is to define the rights, obligations and limitations related to students and faculty who conduct research projects involving human subjects as part of their coursework.

It also provides clarification and definitions of research activities related to student research, and distinguishes between routine research activities for skill development that do not require REB approval, and student research projects that do require REB approval.

## 2. DEFINITIONS

The following sections define and differentiate learning activities for skill development from research projects that require REB approval. In this document, the word "research" refers to both research and scholarship.

### 2.1. Research and Scholarship

*Research:* The systematic approach to discover new facts, principles or generalizable knowledge and information, to develop new interpretations of facts, knowledge or information, or to discover new means of applying existing knowledge in all disciplines.

*Scholarship:* The pursuit, creation and dissemination of knowledge through research and other scholarly initiatives.

*Minimal Risk:* For the purpose of this document, a "minimal risk" situation is one in which the probability and magnitude of possible harms implied by participation in the research is no greater than those encountered by the participant in those aspects of his or her everyday life that relate to the research.

### 2.2. Student Scholarship

Student scholarship is an integral part of post-secondary studies. Fanshawe College recognizes that students may be involved in course-based research projects involving human subjects. Norms regarding research involving human subjects require that research participants have an opportunity to provide their informed consent, and that the research project must be reviewed and approved by an REB. It is the responsibility of the supervising faculty member and student researchers to adhere to research norms, including seeking REB approval when necessary.

### 2.3. Research Tactics and Techniques

Research tactics and techniques vary in scope and may be applied to *both* research projects and learning activities. Students may:

- Conduct interviews, administer standard tests, or distribute questionnaires to develop interview or questionnaire design skills.
- Research and write ‘mini’ research projects where students pose research questions, gather data from human participants, and analyze data for presentation or publication.
- Participate in other research activities considered research within the discipline or professional norms of the course or career program.

#### 2.3.1. *Research Projects (that do require REB approval)*

Research projects involving human subjects differ from case studies and/or professional skill building activities. Information gathering and use of research tactics and techniques are classified as a research project requiring REB approval when:

- Student research expands existing theories and conceptual knowledge;
- Students compare new techniques, practices, programs with standard approaches to determine which is more effective;
- The results or findings are intended for dissemination through publication in a scholarly journal or academic conference presentation or other public forums;
- Primary data are collected and organized for analysis and distribution in a public forum; or,
- There is greater than minimal risk.

#### 2.3.2. *Learning Activities (that do not require REB approval)*

Learning activities are used to develop professional skills or when students apply knowledge in a clinical or workplace learning environment. Using research tactics or techniques is classified as a routine learning activity when:

- The intent is the development of professional skills and/or applying existing knowledge to practice clinical or workplace learning environment (e.g., observe children to validate theory, survey employees to determine business management adjustments);
- The intent is to use information to provide diagnosis, identification of appropriate interventions, or advice to a client;
- The intent is to develop skills which are considered standard practice within a profession (e.g. observation, assessment, intervention, evaluation, auditing);
- The information gathering processes as part of the normal relationship between the student and the participants (e.g. teacher and student, nurse and patient, manager and consultant); or,
- The data collected and/or conclusions drawn are disseminated in a private forum, such as with the client or in a class.

**3. STANDARDS AND GUIDELINES**

- 3.1. Research involving human or animal subjects is compliant with Standard 6 of this policy: Research Involving Human Subjects or Animals.
- 3.2. Faculty members must determine if the course work is a research activity that does not require REB approval or a research project that does require REB approval, and follow policy accordingly.
- 3.3. Questions or clarifications concerning the policy and/or definitions of a research project must be directed to the Fanshawe College REB Chair or designate.
- 3.4. The faculty member must ensure that acceptable research ethics, standards, and practices are taught to students who engage in research based course assignments and research projects
- 3.5. If REB approval is required, the faculty member must ensure that students submit and obtain REB approval in writing prior to the onset of research projects involving human subjects.
- 3.6. The faculty member and students completing course research projects are jointly responsible for safeguarding research participants according to research norms. No more than minimal risk is acceptable for student research projects. Any research project involving greater than minimal risk must be submitted for REB approval.
- 3.7. It is recommended that student learning activities model the requirements of research projects. For instance, external audiences or sample groups may be presented with consent forms.
- 3.8. The faculty member informs their Chair of course-based research projects and follows the REB guidelines and deadlines for approval. In the event that the faculty member is unsure of policy requirements, the faculty member consults with the REB Chair for further clarification. The guidelines and deadlines are available from the REB Chair and on the Centre for Research and Innovation website.

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*Policy No. & Title:* A201: RESEARCH AND INNOVATION

*Addendum:* **Standard 6: RESEARCH INVOLVING HUMAN SUBJECTS OR ANIMALS**

*Issued by:* Dean, Centre for Research and Innovation

*Effective:* 2015-05-27

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## 1. PURPOSE

The purpose of this standard is to establish ethical practices applicable to Fanshawe College research activities that involve human subjects or animals.

## 2. STANDARDS

This standard applies to College employees, students, contractors and persons from outside the College who are seeking to, or conducting Fanshawe College research involving human subjects or animals.

Researchers conducting Fanshawe College research involving human subjects are required to comply with the Tri-Council Policy Statement "Ethical Conduct for Research Involving Humans (TCPS2)," which is intended to achieve the Research standards required by the major granting agencies and regulatory bodies.

Researchers conducting Fanshawe College Research involving animal subjects are required to comply with the strict guidelines established under applicable federal and provincial laws, the Canadian Council on Animal Care (CCAC), and rules prescribed by agencies and organizations funding the research.

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*Policy No. & Title:* A201: RESEARCH AND INNOVATION

*Addendum:* **Standard 7: STUDY GUIDES**

*Issued by:* Dean, Centre for Research and Innovation

*Effective:* 2015-09-23

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## 1. PURPOSE

The purpose of this document is to establish the principles, standards and procedures that apply to the production and sale to students of study guides.

## 2. DEFINITIONS

*Study guide:* Any type of educational material that for purposes of College policy P213: Working Relationships is considered “educational services.” The format may be a workbook, guide, notes or other format relating to study offered by the College and is sold by the College through the College Bookstore.

*Royalty:* A payment made by the College to the department of the author(s) of a study guide based on the number of copies sold.

## 3. PRINCIPLES

From time to time teachers and other employees of the College produce study guides that are either given or sold to College students. In some cases, no payment is made to the employee. In other cases, an agreement between the employee and their manager (or a designate) results in payment to the employee. In still other cases, no payment is made to the employee, but a royalty payment from the Bookstore is made to the employee’s department.

The following principles, developed jointly by the Dean, Research and Innovation, and the Senior Manager, Retail Services, are provided to guide employees and managers in determining whether and how authors may be compensated for study guides:

- 3.1 This policy applies to College employees. Bona fide companies that produce study guides or other educational materials continue to be treated as vendors and are paid through Accounts Payable.
  - 3.2 Except as otherwise may be mutually agreed between the employee and the College, a work commissioned by the College, or produced pursuant to the employee’s normal duties, is, and remains, the property of the College.
  - 3.3 Employees who produce study guides usually do so under an employment relationship and not a vendor relationship. However, in the case where an employee has produced a study guide on their own time and using their own resources, managers may consider a vendor relationship. In such a case, the manager follows the review process outlined in policy P213. Whether any resulting payment is administered as an employee payment or a vendor payment depends on result of the policy P213 review process.
  - 3.4 Policy A204: Copyright deals with copyright legislation, outlines the College’s responsibility as it pertains to copyright legislation and places an obligation on the College to ensure strict
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compliance with the provisions of the Copyright Act in the conduct of its various functions. Copyright legislation applies to all educational materials regardless of format. (The issue of copyright and the use of copyright-protected works is also addressed in the academic collective agreement.)

- 3.5 The College employs fair practices with our students by monitoring the quality, suitability, relevance, selling price and copyright compliance of study guides.
- 3.6 The sale of educational materials to students is conducted through Bookstore operations.
- 3.7 It is not the intent of this policy to change the established practice of including materials fees in the registration fees of students.

#### **4. STANDARDS**

- 4.1. When a study guide is being produced beyond the normal work assignment of an employee, it is the responsibility of the manager to decide on its ownership.
- 4.2. If the manager agrees that there will be payment to the employee, the payment is initiated on a Payment Authorization and paid through payroll as employment income with all applicable taxes applied.
- 4.3. If the manager agrees to consider a vendor payment, decision-making is completed in consultation with Human Resources and Purchasing and Payment Services. Depending on the result of that process, a payment to a vendor could occur.
- 4.4. If the manager agrees that there will be a royalty payment to the department, then the manager is responsible for ensuring that the correct paperwork has been completed. The manager is also responsible for advising the employee that the study guide is and remains the property of the College.
- 4.5. Throughout the procedure, the onus is on the author of the study guide to ensure any included material complies with copyright provisions by following policy A204: Copyright.

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*Policy No. & Title:* A201: RESEARCH AND INNOVATION

*Addendum:* **Procedure A: RESEARCH INTEGRITY COMPLAINTS**

*Issued by:* Dean, Centre for Research and Innovation

*Effective:* 2015-09-23

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## A. PURPOSE

The purpose of this procedure is to provide for the investigation and disposition of alleged breach of College policy A201: RESEARCH AND INNOVATION, including without limitation, allegations relating to:

- Misconduct in scholarly research;
- Misconduct in data collection, gathering and retention;
- Misconduct in authorship;
- Misconduct in the exercise of the responsibilities of investigators and supervisors; or
- Conflict of interest in research.

This procedure is administered by the Dean, Centre for Research and Innovation (“the Dean”) acting on behalf of the Senior Vice-President, Academic.

## B. COMPLAINT PROCEDURE

### 1. The Parties

The parties to a Complaint are:

- The Complainant: An individual who alleges that there has been a breach of the policy, and
- The Respondent: An individual who is named in a complaint made pursuant to the policy as a person responsible for the alleged breach of the policy.

### 2. Time Limits

Complaints must be filed within six months of the last incidents giving rise to the complaint. In extenuating circumstances, a complaint filed beyond the six-month limitation may be considered. All other time limits prescribed in this procedure may be extended with the agreement in writing of the parties or by the Dean where reasonable circumstances exist for extending the time limits. In these circumstances, the parties will be advised of the reasons and notified of the duration of the extension.

### 3. Assistance for the Parties

Individuals involved in the complaint process at any stage, while not required, may seek assistance or support from, or be accompanied by, another person of their choice (for example a trusted friend, a union representative, a member of the executive of the Student Administrative Council or the College Ombuds).

When a support person will be attending any step of the process with a party to a complaint, that party must advise the Dean, in writing, at least three days in advance of any meeting, of the identity of the support person. The role of the support person is to act as a resource and provide support and advice to the party. The support person is not be permitted to speak or advocate on behalf of the party. In the event that a party chooses to retain legal counsel, or another paid advisor, as their support person, the

party is solely responsible for the cost incurred. A support person is prohibited from acting in the capacity of a lawyer while attending a complaint meeting.

Where appropriate, the Dean provides complainants, respondents and others affected by the investigation with information regarding counseling services available through the College or through outside agencies.

#### 4. Interim Measures

In certain situations, such as where the safety of an individual or the community may be at risk, it may be necessary to take immediate measures to address the circumstances. Such interim measures may include involving the College's campus security or the police, relocating the respondent or placing them on a non-disciplinary suspension with pay pending the outcome of the investigation. The implementation of interim measures may mean that the certain aspects of this procedure, including confidentiality, are set aside.

#### 5. Confidentiality

- 5.1. Confidentiality with respect to complaints is maintained to the greatest extent possible, having regard to the circumstances giving rise to the complaint and subject to the College's obligation to conduct a thorough investigation.
- 5.2. A complainant is not entitled to complete confidentiality or anonymity. In accordance with their responsibilities under this procedure, where an employee becomes aware of allegations of harassment or discrimination, they must take immediate action. The respondent is informed of the identity of the complainant and the particulars relating to the allegation to permit the respondent to make a full and meaningful response to the complaint.
- 5.3. Parties and witnesses keep information discussed during the complaint process confidential (aside from discussing the information with their personal advisor and close family members or partner). Unwarranted breach of confidentiality may result in disciplinary action or sanction.
- 5.4. Confidentiality with respect to the findings of an investigation are maintained, except to the extent necessary to implement or defend the corrective or disciplinary action taken, or as required by law.
- 5.5. Where corrective or disciplinary action is taken against either the complainant or the respondent, the other party is advised that action has been taken, but is not provided with the particulars of that action.
- 5.6. The College maintains documentation regarding corrective or disciplinary action taken.
- 5.7. Subject to the provisions of the Freedom of Information and Protection of Privacy Act, documentation and records pertaining to a complaint are held in strict confidence in files maintained by the Dean.

#### 6. Stages of the Complaint Process

The following process applies to complaints made pursuant to the policy. Where the complainant so desires a complaint may be withdrawn at any time during the process described below. Depending on the circumstances, in order to comply with its legal obligations to provide an environment that is free from discrimination and harassment, the College may continue to act on an issue arising in a complaint even when it has been formally withdrawn.

**6.1. Stage One – Individual Action – OPTIONAL**

Anyone who believes that there has been a breach of the policy may seek assistance from the Dean at any time. The Dean shall keep such inquiries confidential. The Dean may suggest that the complainant discuss the matter with the respondent, but the complainant is not obliged to do so. The identity of the complainant is not disclosed without the agreement of the complainant.

**6.2. Stage Two – Informal Resolution**

If the complainant does not wish to approach the respondent, or if after speaking with the respondent the issue is not resolved, the complainant contacts the Dean.

6.2.1. A signed written complaint is made to the Dean before further action is initiated. Such a complaint is based on reasonable evidence and contains sufficient detail to enable the Dean and the respondent to understand the matter to be investigated. The identity of the complainant is not disclosed without the agreement of the complainant.

6.2.2. Anonymous allegations are not considered unless the Dean determines that there is sufficient, compelling evidence to initiate a preliminary investigation.

6.2.3. Upon receipt of a complaint, the Dean conducts an investigation into the allegation. Within ten College business days of receiving the complaint the Dean discusses the nature of the complaint, and the circumstances surrounding it, with the respondent.

6.2.4. In the event the Dean determines that the complaint is without foundation, the Dean may dismiss the complaint and immediately advise the complainant accordingly providing written justification for the decision.

6.2.5. Where, based on the information provided, an informal resolution is appropriate, the Dean may attempt such a resolution. This may take the form of the Dean meeting with the parties to act as an informal mediator, arranging for another individual to assist in the resolution of the complaint or suggesting other such actions as may be appropriate in the circumstances. If the complainant and respondent agree, such a mechanism is pursued.

6.2.6. The complaint is considered resolved through an informal process when the complainant and respondent confirm that it has been resolved to their satisfaction.

**6.3. Stage Three – Formal Written Complaint and Investigation**

Failing informal resolution of the complaint, the complainant may submit a written and signed formal complaint to the Dean. On receipt of a written complaint, the Dean shall:

6.3.1. Within ten business days of receipt of the complaint, meet with the complainant to clarify the details of the complaint, if necessary.

6.3.2. Within ten business days of that meeting, the Dean advises the complainant if the complaint will be pursued under this procedure and if not, the reasons for not pursuing the complaint or suggesting a more appropriate forum.

6.3.3. Within ten business days of the Dean advising the complainant that the formal written complaint will be pursued under the policy, the Dean informs the respondent in writing of the complaint, provides to the respondent a copy of the complaint and the policy and this procedure, and advises the respondent to provide a written response to the allegations within ten business days.

- 6.3.4. Within ten business days of the Dean receiving the respondent's response, the Dean meets with the respondent if necessary, to clarify the details of the response.
- 6.3.5. Within 10 business days of the Dean having received all submissions and clarifications, the Dean identifies the steps to be taken to resolve the matter.
- 6.3.6. If the Dean deems formal mediation appropriate, it is offered to the complainant and the respondent. If the complainant and respondent both consent, the Dean arranges for a mediator. If a mediated settlement is reached, the terms of the settlement are reduced to writing and signed by the complainant, respondent and the mediator. If the settlement requires any action on the part of the College, the settlement requires the agreement of the President or designate. Discussions between the parties at mediation are carried out with a view to affecting a settlement and therefore are treated as privileged to the full extent permitted by law.
- 6.3.7. If mediation is not pursued or is unsuccessful, the Dean appoints an investigator and notifies the parties of the identity of the investigator.
- 6.3.8. The parties may make any objections to the appointed investigator to the Dean within two business days of notification of appointment. Only objections based on substantive issues such as conflict of interest or bias against a party will be considered.
- 6.3.9. The investigator commences the investigation within 10 business days of the date of the appointment. The Investigator:
- Interviews the complainant and the respondent and obtains signed statements;
  - Interviews the witnesses suggested by the parties and obtains signed statements;
  - Interviews other witnesses who may provide relevant information for the investigation and obtains signed statements;
  - Gathers written, electronic or other evidence; and
- Within 45 business days from appointment, submits to the Dean a written investigation report containing a concise summary of findings.
- If required, the investigator may request an extension of this time frame. The Dean advises the parties if additional time to complete the investigation and the report has been granted.

#### 6.4. Stage Four – Investigation Report, Summary of Findings and Disposition

##### 6.4.1. Disposition Meeting

Within 10 business days of receiving the investigator's report, the Dean forwards a copy of the investigation report to the President or designate and the Executive Director, Human Resources, and arranges a meeting with the President or designate, the Executive Director, Human Resources and anyone else that the Dean determines will add value to the process. The purpose of the meeting is to determine what action, if any, the College will take to bring closure to the complaint.

##### 6.4.2. Written Notification

Within five business days following the meeting, the President or designate provides the complainant and the respondent with a written summary of the investigator's finding.

Each party is advised what action, if any, that relates directly to that party, the College will be taking to bring closure to the complaint. If a party is sanctioned, the fact of sanction is communicated, but not the detail.

6.4.3. Redress and Sanctions

Where a complaint has been substantiated or where it has been determined that the complainant filed a complaint that was vexatious or made in bad faith, appropriate corrective or disciplinary action is taken by the College. Such action may include but is not limited to: an apology, counselling, education, training, suspension, leave without pay, demotion, transfer, termination of employment or expulsion.

6.4.4. Investigation Reports and Records

In cases where an allegation is upheld, the Dean arranges for secure storage of investigative reports and records. Such documentation may be accessed only on the authority of the President or Senior Vice-President, Academic. Ten years following the disposition of the case, the Dean arranges for such reports and records to be destroyed.

In cases where an allegation is determined by the Dean to be unfounded, as necessary the Dean initiates steps aimed at restoring the reputation of those unjustly accused, and ensures that case documentation provided to investigators or mediators is destroyed.

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