



The following Motions and Documents were considered by the GFC Academic Planning Committee at its Wednesday, April 20, 2016 meeting:

Agenda Title: **Proposed new Copyright Regulations**

CARRIED MOTION: THAT the GFC Academic Planning Committee recommend to General Faculties Council the proposed new Copyright Regulations for the various Academic Staff Agreements.

Final Item 4

Agenda Title: **Proposal for a Dual Degree Graduate Program (MSc and PhD), University of Alberta Faculty of Graduate Studies & Research and Faculty of Pharmacy & Pharmaceutical Sciences; and Universidade de Sao Paulo, Brazil (USP)**

CARRIED MOTION: THAT the GFC Academic Planning Committee approve, with delegated authority from General Faculties Council, the proposal for Dual Master of Science and Doctoral Degree Graduate Programs between the Faculty of Graduate Studies and Research and the Faculty of Pharmacy and Pharmaceutical Sciences, University of Alberta, and Universidade de Sao Paulo, Brazil (USP) as set forth in Attachment 1 to take effect upon final approval.

Final Item 5

OUTLINE OF ISSUE

Agenda Title: **Proposed New Copyright Regulations**

Motion: THAT the GFC Academic Planning Committee recommend, with delegated authority from General Faculties Council, the proposed new Copyright Regulations for the various Academic Staff Agreements to General Faculties Council.

Item

Action Requested	<input type="checkbox"/> Approval <input checked="" type="checkbox"/> Recommendation <input checked="" type="checkbox"/> Discussion/Advice <input type="checkbox"/> Information
Proposed by	Provost and Vice-President (Academic) and Vice-President (Research)
Presenter	Steven Dew, Provost and Vice-President (Academic)
Subject	Proposed New Copyright Regulations

Details

Responsibility	Provost and Vice-President (Academic) and Vice-President (Research)
The Purpose of the Proposal is (please be specific)	To clarify when the staff member owns copyright, and when the University owns copyright.
The Impact of the Proposal is	To update and revise the language in Article 10 related to copyright in the various academic collective agreements (APO Agreement, Faculty Agreement, FSO Agreement, Librarian Agreement, CAST Agreement, SOTS Agreement, TRAS Agreement).
Replaces/Revises (eg, policies, resolutions)	Article 10 in the various Academic Staff Agreements.
Timeline/Implementation Date	July 1, 2016
Estimated Cost	N/A
Sources of Funding	N/A
Notes	<p>The rules regarding copyright created by academic staff at the University are based on two documents; the Post-Secondary Learning Act (PSLA) and the collective agreements between the Board and the AASUA.</p> <p>The PSLA states:</p> <p>Intellectual Property 68(1) Unless otherwise agreed to by the board, the ownership of any invention, work, information or material, regardless of form, including any patent, copyright, technological or industrial design process or trademark acquired or produced by an officer of the post-secondary institution or an employee of the board that results from or is connected with the officer's or employee's duties or employment vests in the board and may be made available to the public under conditions, on payment of fees or royalties or otherwise, as the board may determine.</p> <p>The collective agreements between the Board of Governors and AASUA have contained Copyright Regulations (as Articles and/or Appendices) since 1977. Over the years, there has been a significant amount of confusion when the parties have attempted to interpret the Copyright Regulations as it is not clear from the language when the University would own copyright and when it would be owned by the staff member. The generally accepted practice (although not strictly based on the language) has been to acknowledge that academic staff own the copyright in their teaching materials, but the University has some sort of</p>

	<p>limited license to use that material.</p> <p>In 2010, the University of Alberta and the AASUA agreed to form an “Agreement Review Committee” that would examine two aspects of intellectual property: a) copyright and b) the emerging issue of intellectual property that is not covered by patent or copyright practices. The ARC that was created has focused solely on the first issue - copyright. This ARC has been meeting regularly since and has developed proposed new Copyright Regulations which would replace the existing regulations in their entirety. The ARC believes that the new language creates greater certainty as it relates to copyright ownership and use.</p> <p>The key elements of the proposed new Regulations include:</p> <ol style="list-style-type: none"> 1. <i>Clear ownership by academic staff of copyright in works they create as a result of or connected with their duties or employment.</i> 2. <i>An immediate, non-exclusive, royalty-free, non-transferable and irrevocable license to the University to use these works for purposes related to its approved mandate.</i> 3. <i>A more limited license to the University to use a staff member’s detailed teaching materials, for example if the staff member is unable or unavailable to deliver all or part of a course assigned to that staff member during that academic year.</i> 4. <i>Ownership by the University of copyright of works created by a staff member in the course of performing administrative or management duties or activities.</i> 5. <i>A clear statement that a staff member’s copyright in works created as part of a sponsored research agreement is governed by the terms of that agreement. This gives the University the right to alter copyright ownership in a sponsored research agreement, the way it is currently able to be done for Patentable Intellectual Property.</i> <p>*It is important to note that the proposed Regulations deal with copyright that is created by a University of Alberta academic staff member in performing his employment duties. It does <u>not</u> apply to the use by the University of copyright materials from other sources (textbooks, library books, online sources, etc). There is a separate policy suite being drafted that deals with such issues.</p>
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Alignment/Compliance

<p>Alignment with Guiding Documents</p>	<p>Dare to Discover, Dare to Deliver, Comprehensive Institutional Plan, academic collective agreements</p>
<p>Compliance with Legislation, Policy and/or Procedure Relevant to the Proposal (please <u>quote</u> legislation and include identifying section numbers)</p>	<p>1. Post-Secondary Learning Act (PSLA): Alberta’s Post-Secondary Learning Act (PSLA) gives the Board of Governors the authority to “develop, manage and operate, alone or in co-operation with any person or organization, programs, services and facilities for the educational or cultural advancement of the people of Alberta” (Section 60(1)).</p>

Further, the Board of Governors “must consider the recommendations of the general faculties council, if any, on matters of academic import prior to providing for [...] any other activities the board considers necessary or advantageous” (Section 19(e)).

2. Post-Secondary Learning Act (PSLA): Section 26(1) states that, “[s]ubject to the authority of the board, a general faculties council is responsible for the academic affairs of the university and, without restricting the generality of the foregoing, has the authority to [...] (o) make recommendations to the board with respect to affiliation with other institutions, academic planning, campus planning, a building program, the budget, the regulation of residences and dining halls, procedures in respect of appointments, promotions, salaries, tenure and dismissals, and any other matters considered by the general faculties council to be of interest to the university [...].”
Further, the PSLA, states in Section 31(1) that “[t]he general faculties council has general supervision of student affairs at a university [...].”

3. GFC Committee on the Learning Environment Terms of Reference (3. Mandate of the Committee)

“The Committee on the Learning Environment is responsible for making recommendations concerning policy matters and action matters with respect to the following: [...]

b) To review and, as necessary, recommend to the GFC Academic Planning Committee or the GFC Executive Committee policies on teaching, learning, teaching evaluation, and recognition for teaching that promote the University’s Academic Plan. [...]

i) To consider any matter deemed by the GFC Committee on the Learning Environment to be within the purview of its general responsibility.”

4. GFC Academic Planning Committee Terms of Reference (3. Mandate of the Committee)

“The Academic Planning Committee (APC) is GFC’s senior committee dealing with academic, financial and planning issues. As such, it is not only responsible to GFC (or the Board) for the specific matters itemized below, but may also ask to consider or recommend to GFC on any academic issue, including: 1) those issues under the purview of other GFC committees, 2) any academic issue related to restructuring, 3) any research-related issue, or 4) issues linked to academic service units where those issues have a significant academic impact. In like manner, the President, Provost and Vice-President (academic) or other Vice-Presidents may refer any matter to APC for consideration or recommendation to GFC. APC is also responsible to GFC for promoting an optimal learning environment for students and excellence in teaching, research, and graduate studies. (GFC 29 SEP 2003)”

5. GFC Executive Committee Terms of Reference (3. Mandate of the Committee)

“5. Agendas of General Faculties Council
GFC has delegated to the Executive Committee the authority to decide which items are placed on a GFC Agenda, and the order in which those agenda items appear on each GFC agenda. [...]

	<p>When recommendations are forwarded to General Faculties Council from APC, the role of the Executive shall be to decide the order in which items should be considered by GFC. The Executive Committee is responsible for providing general advice to the Chari about proposals being forwarded from APC to GFC.”</p> <p>6. Board Learning and Discovery Committee Terms of Reference (3. Mandate of the Committee) “Except as provided in paragraph 4 hereof and in the Board’s General Committee Terms of Reference, the Committee shall, in accordance with the Committee’s responsibilities with powers granted under the Post-Secondary Learning Act, monitor, evaluate, advise and make decisions on behalf of the Board with respect to matters concerning the teaching and research affairs of the University, including proposals coming from the administration and from General Faculties Council (the “GFC”), and shall consider future educational expectations and challenges to be faced by the University. The Committee shall also include any other matter delegated to the Committee by the Board.</p> <p>Without limiting the generality of the foregoing the Committee shall: a. review and approve initiatives related to the overall academic mission and related plans and policies of the University; b. review, provide feedback and approve teaching and research policies[.] [...]”</p> <p>7. Board Human Resources and Compensation Committee (3. Mandate of the Committee) “Except as provided in paragraph 4 and in the Board’s General Committee Terms of Reference, the Committee shall monitor, evaluate, advise and make decisions on behalf of the Board with respect to, and the Board delegates to the Committee responsibility and authority for, all policies and procedures affecting staff working condition sat the University and matters for collective bargaining and related service contracts. The Committee shall also consider any other matter delegated to the Committee by the Board.</p> <p>Without limiting the generality of the foregoing the Committee shall: (a) consider and propose changes in collective agreements and confirm the mandate for negotiating committees with all bargaining units;[...] (g) review and approve material changes to personnel policies of the University that are outside the regular collective bargaining process and consider trends affecting such policies;”</p>
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Routing (Include meeting dates)

<p>Participation: (parties who have seen the proposal and in what capacity)</p> <ul style="list-style-type: none"> • Those who have been informed • Those who have been consulted • Those who are actively participating 	<p>The Agreement Review Committee (ARC) on Copyright Regulations has met regularly since 2010, and both parties have also had numerous internal meetings. The composition of the ARC’s membership has changed significantly over time; the Vice-President (Research) has been a member from the beginning, as has Geoffrey Rockwell (Department of Philosophy). They have provided important continuity to the discussions over the past six years.</p> <p>During 2010, before detailed discussions began, a review of the copyright regulations of some of the University’s peer institutions in Canada (McGill, UBC, University of Toronto) and the US (University of</p>
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Item No. 4

	<p>Wisconsin, University of Michigan, Penn State) was carried out. This provided important context for the discussion about possible changes to the University's copyright regulations.</p> <p>While significant work was done by email between meetings, the ARC met face to face on the following dates: December 20, 2010; February 16, 2011; February 28, 2011; April 1, 2011; April 26, 2011; December 19, 2011; February 14, 2012; October 26, 2012; May 14, 2013; June 19, 2013; October 28, 2013; September 5, 2014; October 17, 2014; and December 11, 2014. A significant portion of 2015 was taken up with finalizing the wording of the Copyright Regulations as well as drafting and finalizing a series of Frequently Asked Questions which will be posted on the AASUA website following the approval of the new Copyright Regulations. The Memorandum of Agreement (MOA) was signed on February 26, 2016.</p> <p>There will be a parallel approval process, involving both the AASUA membership as well as GFC/Board. The approval route noted below is for GFC/Board, which is the responsibility of administration.</p>
<p>Approval Route (Governance) (including meeting dates)</p>	<p>GFC Committee on the Learning Environment (for recommendation) – April 6, 2016 GFC Academic Planning Committee (for recommendation) – April 20, 2016 GFC Executive Committee – May 16, 2016 General Faculties Council – May 30, 2016 Board Human Resources and Compensation Committee – May 31, 2016 Board Learning and Discovery Committee – June 2, 2016 Board of Governors – June 17, 2016</p>
<p>Final Approver</p>	<p>Board of Governors</p>

Attachments (each to be numbered 1 - <>)

1. Attachment 1 (page(s) 1 - 27) Memorandum of Agreement, signed by the AASUA and University administration on February 26, 2016
2. Attachment 2 (page(s) 1 - 7) Frequently Asked Questions Concerning the New Copyright Regulations, developed by the AASUA and University administration, dated March 5, 2016

Prepared by: Katharine Moore, Office of the Vice-President (Research)
email: katharine.moore@ualberta.ca; phone x20868

MEMORANDUM OF AGREEMENT

Between:

**THE ASSOCIATION OF ACADEMIC STAFF:
UNIVERSITY OF ALBERTA**

(The "AASUA")

- and -

**THE GOVERNORS OF
THE UNIVERSITY OF ALBERTA**

(The "Board")

RE: COPYRIGHT

WHEREAS:

The various collective agreements between the Board and the AASUA contain provisions under Article 10, ("Copyright") and Appendix B ("Copyright Regulations") that relate to copyright ownership, which together comprise the "Copyright Rules";

The parties signed a Memorandum of Understanding dated January 12, 2010 to establish an Agreement Review Committee (ARC) for the purpose of reviewing and recommending changes to the Copyright Rules;

The ARC has been established and has completed its work in accordance with the Memorandum of Understanding;

THEREFORE the ARC is recommending ratification of the following changes to the Copyright Rules appearing under each of the following agreements:

1. FACULTY AGREEMENT

Article 10 is deleted in its entirety and replaced with the following:

- 10.01 Pursuant to the *Post-Secondary Learning Act* (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.

- 10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix B.
- 10.04 Appendix B contains the detailed terms regarding Works created by a staff member.

Appendix B is deleted in its entirety and replaced with the following;

**Appendix B
Copyright Regulations**

1. Ownership

- 1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix.
- 1.2 For the purposes of this Appendix and Article 10 of the Agreement, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act (Canada)*, whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act (Canada)*.
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a staff member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, including an agreement under Article 7.02.2 of the Agreement, that agreement shall address the University's arrangement with the staff member regarding ownership or other interest in that Work.
- 1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the

sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

- 1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

- 2.1 Subject to 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).
- 2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.
- 2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in 2.7 to 2.9 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 7.02.1 and 7.03.1 of the Agreement.

- 2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University's educational mission or activities. Therefore, a staff member's creation and use of Works in which the staff member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that staff member and that individual or those individuals;

- (b) a written agreement between the University and another organization; or
- (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

2. FACULTY SERVICE OFFICER AGREEMENT

Article 10 is deleted in its entirety and replaced with the following:

- 10.01 Pursuant to the *Post-Secondary Learning Act (Alberta)*, unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.
- 10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix B.
- 10.04 Appendix B contains the detailed terms regarding Works created by a staff member.

Appendix B is deleted in its entirety and replaced with the following;

Appendix B Copyright Regulations

1. Ownership

- 1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix.

- 1.2 For the purposes of this Appendix and Article 10 of the Agreement, “Work” or “Works” means anything in which copyright subsists pursuant to the *Copyright Act (Canada)*, whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers’ performances, sound recordings and communication signals, all as defined in the *Copyright Act (Canada)*.
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator’s right to manage those moral rights.
- 1.4 If a staff member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University’s arrangement with the staff member regarding ownership or other interest in that Work.
- 1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.
- 1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

- 2.1 Subject to 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act (Alberta)*.
- 2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.
- 2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdatedness, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in 2.7 to 2.9 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 7.01 and 7.02 of the Agreement.
- 2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University's educational mission or activities. Therefore, a staff member's creation and use of Works in which the staff member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

3. LIBRARIAN AGREEMENT

Article 10 is deleted in its entirety and replaced with the following:

- 10.01 Pursuant to the *Post-Secondary Learning Act* (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.
- 10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix B.
- 10.04 Appendix B contains the detailed terms regarding Works created by a staff member.

Appendix B is deleted in its entirety and replaced with the following;

**Appendix B
Copyright Regulations**

1. Ownership

- 1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix.
- 1.2 For the purposes of this Appendix and Article 10 of the Agreement, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a staff member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.

- 1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University's arrangement with the staff member regarding ownership or other interest in that Work.
- 1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.
- 1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

- 2.1 Subject to 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).
- 2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.
- 2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in 2.7 to 2.9 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 7.01.1, 7.01.2, 7.02.2 and 7.03 of the Agreement.
- 2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University's educational mission or activities. Therefore, a staff member's creation and use of Works in which the staff member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign

copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

- 5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

4. ADMINISTRATIVE AND PROFESSIONAL OFFICER AGREEMENT

Article 10 is deleted in its entirety and replaced with the following:

- 10.01 Pursuant to the *Post-Secondary Learning Act* (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.
- 10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix B.
- 10.04 Appendix B contains the detailed terms regarding Works created by a staff member.

Appendix B is deleted in its entirety and replaced with the following;

Appendix B Copyright Regulations

1. Ownership

- 1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, 3.1, 5.1, and 5.2 of this Appendix.
- 1.2 For the purposes of this Appendix and Article 10 of the Agreement, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act (Canada)*, whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act (Canada)*.
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a staff member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University's arrangement with the staff member regarding ownership or other interest in that Work.
- 1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.
- 1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the

third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

- 2.1 Subject to 2.2 to 2.9 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act (Alberta)*.
- 2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.
- 2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in 2.7 to 2.9 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 8.02 of the Agreement.
- 2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University's educational mission or activities. Therefore, a staff member's creation and use of Works in which the staff member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.9 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

5. CONTRACT ACADEMIC STAFF: TEACHING AGREEMENT

Article 10 is deleted in its entirety and replaced with the following:

- 10.01 Pursuant to the *Post-Secondary Learning Act (Alberta)*, unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.
- 10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix E.
- 10.04 Appendix E contains the detailed terms regarding Works created by a staff member.

Appendix E is deleted in its entirety and replaced with the following:

Appendix E Copyright Regulations

1. Ownership

- 1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix.
- 1.2 For the purposes of this Appendix and Article 10 of the Agreement, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act (Canada)*, whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act (Canada)*.
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a staff member creates a Work

(a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or

(b) for the purposes of a committee or group of a Department, Faculty, or the University;

then the University owns copyright in the Work.

1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University's arrangement with the staff member regarding ownership or other interest in that Work.

1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

2.1 Subject to 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act (Alberta)*.

2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.

2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to

cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.

- 2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdating, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in 2.7 to 2.10 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 8.01 and 8.03 of the Agreement.
- 2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a staff member is assigned course responsibilities under Article 8.03 of the Agreement that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by 2.1 applies to those materials for a term of three (3) years from the date that the materials are last revised by the staff member and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University's educational mission or activities. Therefore, a staff member's creation and use of Works in which the staff member owns

copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

6. TRUST/RESEARCH ACADEMIC STAFF

Article 10 is deleted in its entirety and replaced with the following:

- 10.01 Pursuant to the *Post-Secondary Learning Act* (Alberta), unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be

made available to the public under conditions, on payment of fees or royalties, as the University may determine.

- 10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.
- 10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix F.
- 10.04 Appendix F contains the detailed terms regarding Works created by a staff member.

Appendix F is deleted in its entirety and replaced with the following;

Appendix F Copyright Regulations

1. Ownership

- 1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix.
- 1.2 For the purposes of this Appendix and Article 10 of the Agreement, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act (Canada)*, whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act (Canada)*.
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a staff member creates a Work
 - (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;then the University owns copyright in the Work.
- 1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University's arrangement with the staff member regarding ownership or other interest in that Work.

- 1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.
- 1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

- 2.1 Subject to 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act (Alberta)*.
- 2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.
- 2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in 2.7 to 2.10 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 7.01, 7.03 and 7.05 of the Agreement.
- 2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a staff member is assigned course responsibilities under Article 7.03 of the Agreement that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by 2.1 applies to those materials and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University's educational mission or activities. Therefore, a staff member's creation and use of Works in which the staff member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the

case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.

- 5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

7. SESSIONALS AND OTHER TEMPORARY STAFF

Article 10 is deleted in its entirety and replaced with the following:

- 10.01 Pursuant to the *Post-Secondary Learning Act (Alberta)*, unless otherwise agreed to by the University, the ownership of any work, information or material, regardless of form, including any copyright acquired or produced by an employee of the University that results from or is connected with the employee's duties or employment, vests in the University and may be made available to the public under conditions, on payment of fees or royalties, as the University may determine.
- 10.02 The University hereby agrees that a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work.
- 10.03 Notwithstanding 10.02, the University will own or have an interest in certain Works, as described in Appendix E.
- 10.04 Appendix E contains the detailed terms regarding Works created by a staff member.

Appendix E is deleted in its entirety and replaced with the following;

Appendix E

Copyright Regulations

1. Ownership

- 1.1 Pursuant to 10.02 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix.
- 1.2 For the purposes of this Appendix and Article 10 of the Agreement, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act (Canada)*, whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act (Canada)*.
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a staff member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University's arrangement with the staff member regarding ownership or other interest in that Work.
- 1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.
- 1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff

member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

- 2.1 Subject to 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act (Alberta)*.
- 2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.
- 2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdated, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in 2.7 to 2.10 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 8.01 and 8.03 of the Agreement.
- 2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.
- 2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.

- 2.10 If a staff member is assigned course responsibilities under Article 8.03 of the Agreement that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by 2.1 applies to those materials and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University's educational mission or activities. Therefore, a staff member's creation and use of Works in which the staff member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

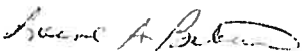
- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or
 - (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6. Guidelines

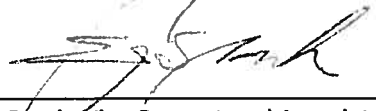
6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

Signed this 26 day of FEBRUARY, 2016

On behalf of the Governors
of the University of Alberta:




Lorne Babiuk, Vice-President (Research)



Jay Spark, Vice-Provost and Associate
Vice-President (Human Resources)

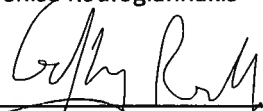
On behalf of the Association of the Academic
Staff of the University of Alberta:



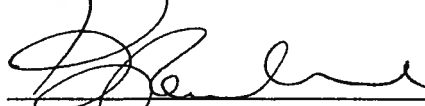
Heather Bruce, President



Denise Koufogiannakis



Geoffrey Rockwell



Brygeda Renke, Executive Director

Frequently Asked Questions Concerning the New Copyright Regulations

Please Note: These FAQs are for the information of academic staff members, and shall not be used by any party in any dispute over the interpretation of the Regulations.

1. What prompted the creation of the Agreement Review Committee (ARC) and the drafting of the new Copyright Regulations?

When the Association of Academic Staff negotiated the patent policy with the Board of Governors, it was recognized that the collective agreement provisions regarding copyright needed substantial revision. Under the Post-secondary Learning Act of Alberta, whatever rights staff have as individuals to their creative work is governed by the collective agreements between the AASUA and the Board. As was seen at the time of the patent review, the current language is quite opaque and in need of revision. Recognizing the need for change, the Board and AASUA agreed to form an “Agreement Review Committee” that would examine provisions of our collective agreements regarding copyright, and to review two aspects of intellectual property: copyright and the emerging issue of intellectual property that is not covered by patent or copyright practices. The membership of this ARC has changed over time, but both the Board and the AASUA are pleased to bring forward new Copyright Regulations.

2. Why did this process take so long?

Due to the membership of the ARC and various members going on sabbatical leave or unable to serve on the ARC due to their work responsibilities, it was difficult to schedule meetings. It also took time to deliberate on the issues and to write language that was agreeable to both sides.

3. What are the key principles underlying the new Copyright Regulations?

First, the idea was to replace confusing and out of date language in the academic staff collective agreements with language that would provide academic staff and the Board with clear guidance on the subject.

Second, the idea was to replace language asserting that the Board owns the copyright of staff works in Article 10 with language starting with the principle that staff own the copyright to their work, with some exceptions, discussed below.

Third, we wanted to add protections to ensure that the Board would have a license to use the work of staff to do its core business in certain circumstances.

Fourth, we settled on the principle benefiting both parties that in cases where the University needed ongoing access to copyrighted materials, a non-exclusive license would allow staff to do what they wanted with materials they created even if they leave the University, while still allowing the University to continue to use key materials for specific purposes.

4. If we didn't have a collective agreement, who would own copyright in works produced by academic staff in the course of their duties?

In the absence of provisions within a collective agreement, the Board of Governors – not academic staff - would own the copyright to Works that “result from” or “are connected with”, staff members’ duties or employment. Section 68 of the *Post-Secondary Learning Act* provides as follows:

68(1) Unless otherwise agreed to by the board, **the ownership of any invention, work, information or material, regardless of form, including any patent, copyright, technological or industrial design process or trademark acquired or produced by an officer of the post-secondary institution or an employee of the board that results from or is connected with the officer's or employee's duties or employment vests in the board** and may be made available to the public under conditions, on payment of fees or royalties or otherwise, as the board may determine.

(2) The board may compensate a person described in subsection (1).

(3) The board may enter into an agreement with a person to whom the board has provided or proposes to provide facilities, equipment or financial aid providing for the respective rights, obligations and liabilities of the board and the person with respect to the ownership of any invention, work, information or material, regardless of form, including any patent, copyright, technological or industrial design process or trademark acquired or produced by the person while engaged in a project funded in whole or in part by the board.

5. To what creative products do the Copyright Regulations apply? What counts as a “Work”?

For the purposes of the Copyright Regulations, a Work is any creative product respecting which copyright is recognized under the *Copyright Act*. Very generally, copyright applies to original literary, dramatic, musical or artistic works – regardless of format or technology of presentation (digital movies as much as handwritten plays). Copyright also applies (for example) to “performers’ performances,” which would include lectures.

The Regulations would also apply, for example, to online course products, such as “MOOCs”. Keep in mind, though, that these sorts of projects can be expensive and involve many parties. It would be very likely that intellectual property rights will be dealt with by the contract(s) that establish the project (see 1.5, 5). If a staff member chooses to enter into these sorts of contracts, the terms of the contracts shall govern copyright ownership.

The Copyright Regulations do not apply to creative products that are not governed by the *Copyright Act*, such as inventions that fall under the Patent Policy, industrial designs, or trademarks.

6. What are the main elements of the Copyright Regulations?

Basic rule – paragraph 1.1: a staff member who creates a Work resulting from or connected with the staff member’s duties or employment **owns copyright in the work, with some exceptions discussed below.**

At the same time, Works are licensed to the University – paragraph 2.1: the University is entitled to a licence (details about this below) to a Work referred to in paragraph 1.1, for all purposes within the University’s approved mandate under the PSLA.

Exceptions to the University’s licence are referred to in paragraphs 2.1 – 2.6: the licence does **not** apply to any Work created by a staff member “to fulfill assigned course responsibilities” (details about this below – the point: no paragraph 2.1 licence to teaching materials).

Despite those exceptions, and in specified circumstances, the University has limited rights to use even materials described in paragraphs 2.6 – 2.8, 2.9 (and paragraph 2.10 for some categories of Academic staff): e.g., if a staff member is unavailable or unable to deliver all or part of a course duly assigned to the staff member (the University’s rights will be only for the duration of the course for that academic year)

7. Are there any situations in which an academic staff member would not own copyright in a Work that he or she produced in connection with employment duties?

There are situations in which a staff member would not own copyright in a Work produced in connection with job responsibilities.

Under paragraph 1.4, a staff member would not have copyright in Work produced – generally – for administrative purposes. While 1.4 provides some context, guidance may also be provided by the “frequently asked questions” that will be prepared.

Paragraph 1.5 recognizes that a staff member may create a Work pursuant to a written agreement – he or she may be hired by the University to produce some creative product. Intellectual property rights respecting that creative product will be addressed in the agreement.

Paragraph 1.6 recognizes that some types of research funding have provisions respecting intellectual property ownership – a condition of receiving the funding is complying with the intellectual property aspects of the arrangement. It may be that under the terms of a funding arrangement, the funder is to hold copyright in works produced with the research funding. The University, as intermediary between the researcher and the funder, may “obtain from the staff member an assignment or licence of the copyright as necessary to fulfill [the University’s] obligations to the sponsor under the sponsored research funding agreement.”

Paragraph 1.7 recognizes that a staff member may – e.g., during a secondment – create Works pursuant to a contract between the University and a third party. In these cases, copyright ownership and licensing are governed by such agreements.

8. Do the Copyright Regulations recognize “moral rights”?

Yes. “Moral rights,” generally, are rights to claim authorship, to remain anonymous, or to use a pseudonym; the right of integrity (the right to resist distortion or modification of a work that is prejudicial to the honour or reputation of the creator); and the right of association (the right to resist the use of a work in association with a product, service, cause, or institution, if such use would be prejudicial to the honour or reputation of the creator).

Moral rights are recognized in paragraph 1.3.

Additionally, paragraph 2.5 describes an academic type of moral right: A staff member who reasonably believes that his or her Work is unsatisfactory for a proposed use because it is outdated, it is incomplete, its use would have a negative effect on the professional reputation of the staff member, or there are “other academic grounds” to oppose its use, “may amend the Work or require that its use be withheld. This right is an express limitation to the University’s paragraph 2.1 licence.

9. What is the nature of the University’s licence to use Works created by academic staff, referred to in paragraph 2.1?

The licence is

- (a) “immediate” – it comes into existence when the Work comes into existence; no (e.g.) written licence agreement is necessary;
- (b) “non-exclusive” – the staff member may grant licences to use the Work to others;
- (c) “royalty free” – the staff member is not paid royalties for the University’s use of the Work (this is because – the Work having been created in the course of employment duties – the University has supported its production financially);
- (d) “non-transferrable” – the University cannot transfer its licence to a third party (e.g. some sort of third party educational services provider); and
- (e) “irrevocable” – the staff member can’t unilaterally cancel the licence.

The licence is a right or permission to use the Work “for all purposes within the University’s approved mandate” under the PSLA. Paragraph 2.2 provides some examples of these purposes.

Paragraph 2.4 recognizes that a staff member may agree to grant additional licence rights to the University.

10. What if, as a condition of publication, a publisher requires the assignment of copyright from the creator?

Under paragraph 2.3, if a publisher requires the assignment of copyright to the publisher as a condition of publishing, then the staff member has no copyright to licence to the University. The paragraph 2.1 licence, then, does not arise. The staff member is required to make “best efforts” to have a licence analogous to the paragraph 2.1 licence extended to the University. Best efforts is assessed within the context of the situation. It requires doing that which is known to be usual, necessary and proper in attempting to secure the objective.

11. Are there any Works – besides those referred to in paragraph 2.3 – respecting which the University does not have a paragraph 2.1 licence?

Yes. Generally, paragraph 2.6 excludes teaching materials from the paragraph 2.1 licence, with certain exceptions (see question 13).

12. But are there any circumstances in which the University could have a licence even to teaching materials?

Yes, in defined circumstances:

(a) Under paragraph 2.7, the paragraph 2.1 licence extends to course outlines – but only concerning those elements of a course outline that set out information required by GFC Policy (that is, the paragraph 2.7 exception does **not** capture a full syllabus or course readings and topics).

(b) Under paragraph 2.8, if a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use that staff member’s teaching materials to complete the delivery of the course. This clause would apply, for example, if a staff member died, became ill, or quit – the University would be under an obligation to registered students to finish the course, and the staff member’s materials could be used to do so. The paragraph 2.8 licence is good for the duration of the academic year in question only. Note that it only applies if a course has been “duly assigned.” The University could not – for example – use an instructor’s materials to deliver a course without having first assigned that instructor to that course.

(c) Under paragraph 2.9, “[t]he University may use a Work described in paragraph 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.”

13. What does paragraph 3.1 – which deals with computer programs – mean?

Human generated computer code (software), which gives rise to computer programs, are copyright-protected. In some cases, however, the integration of software in inventions may be protected under patent rules. Hence, not only copyright but patent rules may apply “to software

that is patentable intellectual property.” If a computer program is not patentable it remains protected by copyright law only.

14. What if a staff member uses his or her copyright-protected works to provide educational services for a competitor University?

The Copyright Regulations deal with copyright ownership. Use of copyright protected materials is still subject to the collective agreements, University policies and procedures, and the general law. The point of paragraph 4.1 is that staff members’ use of copyright protected works is subject to the University’s conflict of commitment and conflict of interest policy.

15. What happens if a Work is created through the efforts of University personnel, (e.g.) a grad supervisor and a student, or an academic staff member and a non-academic staff member?

Paragraph 5.1 acknowledges that Works created collaboratively” present special challenges regarding copyright.” Paragraph 5.2 - if the creators are University personnel, the relevant provisions of policies, procedures and collective agreements (including the Copyright Regulations) will apply. Paragraph 5.3 - if a written agreement is in place with third parties, then that agreement will apply, or the general law in the absence of such an agreement. Given the challenges, potential collaborators should consider copyright ownership issues as soon as possible and consider entering a written agreement to deal with ownership issues before starting the collaboration.

16. How do the Copyright Regulations govern staff members’ intellectual property rights with third parties?

The Copyright Regulations govern the relationship between staff members as employees, and the Board as their employer, under the collective agreements. Ownership of Works created by staff with or for publishers, external collaborators, funders, and (e.g.) the Tri-Council is determined by a combination of the terms of the Copyright Regulations and the terms of the agreements with those third parties (see paragraphs 1.6, 1.7 and 5.3).

It is important to note that copyright law is not the only area of law that applies to copyrighted Works. For example, the law of defamation) also applies to uses of copyrighted Works.

17. Who do I contact if I have questions about my rights in a copyrighted work?

The AASUA should be your first point of contact, and is available to assist its members in discussions with University representatives on questions which may arise relating to rights to a copyrighted work.

18. Why is paragraph 2.10 included in the CAS:T, SOTS and TRAS agreements only?

It was recognized that in certain circumstances the University needs to be able to assign to these categories of staff members the creation of “multi-course” or “multi-section” materials, with the

University obtaining a license to use such materials in the future. The more temporary nature of appointments under these agreements means the University needs to ensure it has the right to continue to use such materials past the end date of a staff member's appointment.

19. Why does the CAS:T agreement make reference to the length of the license back to the University?

Since CAS:T representatives on AASUA Council felt that limiting the duration that the University could use their material for continuing teaching was important, the University agreed to their request to limit the length of the license to three years.

5 March 2016

OUTLINE OF ISSUE

Agenda Title: **Proposal for a Dual Degree Graduate Program (MSc and PhD), University of Alberta (Faculty of Graduate Studies and Research and Faculty of Pharmacy and Pharmaceutical Sciences) and Universidade de Sao Paulo, Brazil (USP)**

Motion: THAT the GFC Academic Planning Committee approve, with delegated authority from General Faculties Council, the proposal for Dual Master of Science and Doctoral Degree Graduate Programs between the Faculty of Graduate Studies and Research and the Faculty of Pharmacy and Pharmaceutical Sciences, University of Alberta, and Universidade de Sao Paulo, Brazil (USP) as set forth in Attachment 1, to take effect upon final approval.

Item

Action Requested	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Recommendation <input type="checkbox"/> Discussion/Advice <input type="checkbox"/> Information
Proposed by	Scot Simpson, Associate Dean Research and Graduate Studies, Faculty of Pharmacy and Pharmaceutical Sciences Heather Zwicker, Acting Vice-Provost and Dean, Faculty of Graduate Studies and Research (FGSR)
Presenter	Raimar Lobenberg, Director, Drug Development and Innovation Centre, Faculty of Pharmacy and Pharmaceutical Sciences Deborah Burshtyn, Associate Dean, Faculty of Graduate Studies and Research (FGSR)
Subject	Dual Master of Science and Doctoral Degree Graduate Programs between the University of Alberta's Faculty of Pharmacy and Pharmaceutical Sciences and Universidade de Sao Paulo, Brazil (USP)

Details

Responsibility	Provost and Vice-President (Academic)
The Purpose of the Proposal is (please be specific)	For the University of Alberta's Faculty of Pharmacy and Pharmaceutical Sciences to offer Dual Master of Science and Doctoral Degree Graduate Programs through an agreement with Universidade de Sao Paulo, Brazil (USP)
The Impact of the Proposal is	To contribute to the internationalization of graduate degree programs in Pharmacy and Pharmaceutical Sciences through collaboration with Universidade de Sao Paulo, Brazil (USP) and to recruit strong graduate students.
Replaces/Revises (eg, policies, resolutions)	N/A
Timeline/Implementation Date	Upon final approval. For fall 2016 admissions.
Estimated Cost	N/A
Sources of Funding	N/A
Notes	

Alignment/Compliance

Alignment with Guiding Documents	Dare to Discover: Through the 'Connecting Communities' cornerstone, enhances relationships with an international partner thereby enriching the educational environment; Dare to Deliver's engaging communities near and far: "Increase the number, attractiveness and affordability of genuine joint programs, semesters abroad, bilateral exchange programs...Support new academic programs with a global perspective." Dare to Deliver, under Connecting Communities, "...creating international
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	<p>opportunities for University of Alberta students [and ...] collaborating internally and with our partners around the world to create more Co- Tutelle (Dual) and joint-degrees for both graduate and undergraduate students”</p>
<p>Compliance with Legislation, Policy and/or Procedure Relevant to the Proposal (please <u>quote</u> legislation and include identifying section numbers)</p>	<ol style="list-style-type: none"> 1. Post-Secondary Learning Act (PSLA): The <i>PSLA</i> gives GFC responsibility, subject to the authority of the Board of Governors, over academic affairs (Section 26(1)). 2. PSLA: GFC may make recommendations to the Board of Governors on a number of matters including the budget and academic planning (Section 26(1)(o)). GFC delegates its power to recommend to the Board on the budget and on new or revised academic programs to the GFC Academic Planning Committee (APC). 3. PSLA: The <i>PSLA</i> gives Faculty Councils power to “provide for the admission of students to the faculty” (29(1)(c)). 4. PSLA: The <i>PSLA</i> gives Faculty Councils the authority to “determine the programs of study for which the faculty is established” (Section 29(1)(a)); to “provide for the admission of students to the faculty” (Section 29(1)(c)); and to “determine the conditions under which a student must withdraw from or may continue the student’s program of studies in a faculty” (Section 29(1)(d)). 5. UAPPOL Shared Credentials Policy is available for review at: https://policiesonline.ualberta.ca/PoliciesProcedures/Policies/Shared-Credentials-Policy.pdf 6. UAPPOL Overlapping Programs Proposal Procedure is available for review at: https://policiesonline.ualberta.ca/policiesprocedures/procedures/overlapping-programs-proposal-procedure.pdf 7. GFC Academic Planning Committee Terms of Reference (3. Mandate of the Committee) <ul style="list-style-type: none"> “13. “Existing Undergraduate and Graduate Programs: <ul style="list-style-type: none"> · Extension and/or Substantive Revision of Existing Programs · Revisions to or Extension of Existing Degree Designations <p>All proposals for major changes to existing undergraduate and graduate programs (eg, new degree designation, new curriculum) shall be submitted to the Provost and Vice-President (Academic). [...] The Provost and Vice-President (Academic), after consultation with relevant Offices, committees or advisors will place the proposal before APC. APC has the final authority to approve such proposals unless, in the opinion of the Provost and Vice-President (Academic), the proposal should be forwarded to GFC with an attendant recommendation from APC.”</p>

Routing (Include meeting dates)

<p>Participation: (parties who have seen the proposal and in what capacity)</p> <ul style="list-style-type: none"> • Those who have been informed • Those who have been consulted • Those who are actively participating 	<p>Cathy Anne Pachnowski, Information and Privacy Office; Tom Hidson, Assistant Registrar, Office of the Registrar; University of Alberta International (UAI); FGSR Graduate Governance and Policy Coordinator; Dean, FGSR Office of the Vice-President (Academic) and Provost</p>
<p>Approval Route (Governance) (including meeting dates)</p>	<p>Faculty of Pharmacy and Pharmaceutical Council; Council of the Faculty of Graduate Studies and Research (February 24, 2016) - approved; GFC Academic Planning Committee – April 20, 2016</p>
<p>Final Approver</p>	<p>GFC Academic Planning Committee</p>

Attachments (each to be numbered 1 - <>)

1. Attachment 1 (pages 1 – 27): Agreement Pursuant to the Memorandum of Understanding (MoU) for a Dual Master of Science and Doctoral Degree Graduate Programs Between the University of Alberta’s Faculty of Pharmacy and Pharmaceutical Sciences and Universidade de Sao Paulo, Brazil (USP)
2. Attachment 2 (pages 1 – 20): ACORDO PARA PROGRAMA DE DUPLA TITULAÇÃO

Prepared by Janice Hurlburt, Graduate Governance and Policy Coordinator, Faculty of Graduate Studies and Research, janice.hurlburt@ualberta.ca

AGREEMENT FOR A DUAL DEGREE PROGRAM

BETWEEN

**UNIVERSIDADE DE SÃO PAULO
AS REPRESENTED BY THE FACULDADE DE CIÊNCIAS
FARMACÊUTICAS, UNIVERSIDADE DE SÃO PAULO
(FACULTY OF PHARMACEUTICAL SCIENCES,
UNIVERSITY OF SÃO PAULO)
Located in São Paulo, State of São Paulo, Brazil
("FCF/USP")**

AND

**THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
AS REPRESENTED BY THE FACULTY OF PHARMACY
AND PHARMACEUTICAL SCIENCES
Located in Edmonton, Alberta, Canada
("UAlberta")**

Collectively referred to as the "Parties"

WHEREAS:

- A. The Parties to this Agreement have entered into a memorandum of understanding ("MoU") that contemplates various forms of academic cooperation; and
- B. The Parties wish to formalize the terms for an Agreement under which graduate students from either Party may pursue a Dual Degree Program.

NOW THEREFORE in consideration of the above and other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement:

- a) "Dual Degree Program" means a program of study under which students may obtain a Master of Science (MSc) degree from UAlberta and a Master of Science (MSc) from USP **OR** a doctoral degree (PhD) from UAlberta and a doctoral degree from USP. The scope of the Dual Degree Program will be limited to pharmaceutical sciences.
- b) "Dual Degree Students" mean those students who are participating in the Dual Degree Program.

- c) "Home Institution" means the institution where the student was originally admitted to a graduate degree program.
- d) "Second Institution" means the institution, which is not the Dual Degree Student's Home Institution.

2. COORDINATION OF THE AGREEMENT/ LIAISON OFFICERS

2.1. Each party shall designate a liaison officer ("Liaison Officer") who will be responsible for coordinating the specific aspects of the Dual Degree Program as well as advising and assisting students.

2.2. The designated Liaison Officers for the Agreement are:

Technical and Academic Administration

For USP

Dr. Nádia Araci Bou-Chacra
 Assistant Professor
 Department of Pharmacy
 Faculty of Pharmaceutical Sciences
 University of Sao Paulo (USP)
 580 Prof. Lineu Prestes ave

Telephone: 55 11 30913628
 Fax: 55 1138154418
 E-mail: chacra@usp.br

For UAlberta

Dr. Raimar Löbenberg
 Director, Drug Development and
 Innovation Centre
 Faculty of Pharmacy and
 Pharmaceutical Sciences
 3-142K Katz Group Centre
 University of Alberta
 Edmonton, Alberta T6G 2E1
 Canada

Telephone: +1-780-492-1255
 Fax: +1-780-492-1217
 E-mail: raimar.loebenber@ualberta.ca

2.3. All notices sent pursuant to this Agreement may be sent to the above-mentioned Liaison Officers.

- a) Any notice to be given by either party hereto to the other pursuant to this Agreement shall be in writing and may be delivered by commercial courier, registered mail (unless a postal strike or other disruption is currently in place), facsimile machine, or e-mail to the relevant Liaison Officer using the contact information set out above (or such other contact information as notified by a party by written notice given in accordance with this clause).
- b) If a party receives a message that a notice sent to an e-mail address is undeliverable or that the Liaison Officer is out of the office, or if the party has any other reason to believe that the delivery of a notice was ineffective, then the party will send the notice using a different method.
- c) It is the responsibility of said Coordination/Liaison Officers to find the solutions and the routing of academic and administrative issues that appear during the validity of the present Agreement, as well as the supervision of the activities.

3. APPLICATION, SELECTION AND ADMISSION OF STUDENTS FOR THE DUAL DEGREE PROGRAM

- 3.1. A student wishing to pursue the Dual Degree Program must first formally apply for admission into a master's or doctoral degree program at their Home Institution. The Home Institution will determine whether to admit an applicant in its sole discretion.
- 3.2. A potential Dual Degree Student must meet the below eligibility requirements to be considered for enrollment in the Dual Degree Program:
 - a. PhD students are eligible to enter the Dual Degree Program after completing their program requirements except for the thesis (for students whose Home Institution is UAlberta) or, for students whose Home Institution is USP, their midterm evaluation exam.
 - b. MSc students are eligible to enter the Dual Degree Program after either passing all their required coursework (for students whose Home Institution is UAlberta) or their midterm qualification exam (for students whose Home Institution is USP).
 - c. A supervisory committee will be formed for each prospective Dual Degree Student as per Section 4.3 and will be approved by both institutions according to their respective rules.
 - d. The supervisory committee will review the proposed research project and will recommend if the student should be admitted to the Dual Degree Program.
 - e. Notwithstanding 3.2(a) and (b), the relevant authorities of both Parties may decide that a student may enter the Dual Degree Program early.
 - f. It is expected that students will take all their required courses in their Home Institution before entering into the Dual Degree Program. However, if the supervisory committee makes an exemption to this policy, they must assure that the required coursework is integrated into the student's study plan.
 - g. To enter the Dual Degree Program, the potential Dual Degree Student must fill out the relevant Application Form / Term of Commitment (see Appendix A) and present it to his/her Home Institution.
 - (i) The Application Form / Term of Commitment must specify the name of the student, the title of the project that will be carried out, work plan, the planned title of the thesis, names of the advisors in both institutions and the name of the graduate program and respective Area of Concentration, if relevant. If the Home Institution agrees to recommend the student, the Application Form / Term of Commitment will be forwarded to the Second Institution,

which will, within 30 days, inform the Home Institution of whether the student is suitable to be admitted to the Dual Degree Program.

- 3.3. The Second Institution will determine whether to register the student in the Dual Degree Program at its sole discretion. A student is only considered a Dual Degree if both Parties have agreed to enrol him/her in the Dual Degree Program.
- 3.4. Each Second Institution will admit up to a maximum of two (2) Dual Degree Students from each Home Institution each academic year for the Dual Degree Program. The maximum number of students may be changed by mutual agreement of the Parties and shall be expressed in writing.
- 3.5. While resident at USP, the Dual Degree Student will be considered a regular student. While resident at UAlberta, the Dual Degree Student is a regular graduate student in a degree program, and will have appropriate registration.
- 3.6. Both institutions will seek to achieve reciprocity in the activities contemplated by this Agreement.
- 3.7. Both institutions are committed to promoting the integration of the students in the academic life of the Second Institution.
- 3.8. The Second Institution must provide conditions for research and appropriate locations for the student's work, to the best of its abilities.

4. DUAL DEGREE PROGRAM REQUIREMENTS AND ADMINISTRATION

- 4.1. The Parties will provide an adequate orientation as well as ongoing advice and support to the Dual Degree Students. The Dual Degree Student's home Faculty will take the lead on assisting Dual Degree Students.
- 4.2. Dual Degree Students will follow a program of study and research which shall satisfy the degree requirements of both institutions including the following provisions:
 - a. Coursework requirements at UAlberta include 6/12 credits (typically 2/4 courses with each course weighted at 3 credits) at either the MSc/PhD-level as appropriate. Coursework requirements at USP include 25/20 credits (typically 5/4 courses with each course weighted at 5 credits) at MSc or DirectPhD-level/PhD-level as appropriate.
 - b. At either university, Dual Degree Program students are not eligible to take courses which are part of the professional pharmacy program. Exceptions can only be made with the approval of the student's supervisory committee, the Dean of Pharmacy, and the Dean of the Faculty in which the course is offered.

- c. If a Dual Degree Program Student's supervisory committee decides that a student should take certain courses as part of the Dual Degree Program, such courses must be offered in English if requested.
- d. Any mid-term evaluations or coursework should be done in English but can be in Portuguese if deemed appropriate by the supervisory committee.
- e. USP shall waive the midterm qualification exam for UAlberta MSc Dual Degree Program students. Other than this, each Home Institution's graduate course of study requirements are deemed equivalent and will be accepted by the Second institution.
- f. In accordance with UAlberta policy, every doctoral-level Dual Degree Student must pass a doctoral Candidacy Examination before they can proceed to final thesis defense. In the case of Dual Degree Students whose Home Institution is USP, the midterm qualification exam at USP is considered equivalent to the UAlberta Candidacy Examination.
- g. At the end of the student's stay at the Second Institution, the Second Institution shall send to the appropriate body of the Institution the official document specifying the activities undertaken and the evaluations received, if applicable. At UAlberta, Dual Degree Program Students from USP must formally request that the Registrar's Office forward copies of their transcript to their Home Institution; transcripts will not be sent without the consent of the Dual Degree Program Student.
- h. Dual Degree Program Students whose Home Institution is UAlberta are required to participate in two graduate seminars – one during graduate project coursework and one prior to the final oral examination. Dual Degree Program Students whose Home Institution is USP are required to participate in one seminar prior to the final oral examination.
- i. Both institutions recognize the supervision carried out at each institution and the approved defended thesis, and are authorized, under the terms of the current legislation applicable to their respective selves, to grant doctoral and master's degrees to eligible candidates.

4.3. Whether at the MSc or PhD-level, each Dual Degree Program student needs a joint supervisory committee.

- a. Every Dual Degree Student must have a supervisory committee of at least three members.
- b. The committee should have at least one faculty member from the Second Institution as a supervisor. However, this member would not be considered an external member in examining situations.

- c. This committee is to be established before the Student's entry into the Dual Degree Program.
 - d. The committee will agree on a joint research topic and/or research proposal for the student.
 - e. The committee must meet at least annually. At USP, Dual Degree Students must submit progress reports to the committee bi-annually. At UAlberta, progress reports must be submitted to the committee at least annually.
 - f. Any other additional requirements regarding the composition of the supervisory committee or procedures for student guidance should conform to the requirements and regulations of the Dual Degree Student's Home Institution.
 - g. The committee meetings must be in English.
- 4.4. In accordance with UAlberta policy, every Dual Degree Student must meet UAlberta's ethics and academic integrity training requirements set by the Faculty of Graduate Studies and Research. Further information regarding those requirements can be found here: <https://uofa.ualberta.ca/graduate-studies/current-students/academic-requirements/ethics>. Additionally, Dual Degree Students must follow all UAlberta policies and procedures relating to research involving either human participants or animals.
- 4.5. In accordance with UAlberta policy, every Dual Degree Student whose research involves lab work is required to successfully complete chemical/bio-safety training. Further, every Dual Degree Student whose research involves animals is required to successfully complete animal safety training for the location where these activities are performed.
- 4.6. Every Dual Degree Student must successfully defend a thesis at their Home Institution before an examining committee that is set up in accordance with the relevant policies of the Home Institution unless otherwise stated in this Agreement.
- a. The Dual Degree Program Student's thesis must be in English and it will be supplemented by an abstract in Portuguese, in addition to an abstract in English.
 - b. The final accepted thesis has to be submitted to both institutions (together with a note of completion or relevant form for each Institution).
 - c. Copies of the regulations of each institution are included in Appendix B and the links are found here:

For USP: <http://www.leginf.usp.br/?resolucao=resolucao-copgr-6861-de-06-de-agosto-de-2014>

For UAlberta: section 204.3 of the UAlberta Calendar - <http://www.registrar.ualberta.ca/calendar/GradStudies-and-Research/Regulations/204.3.html#204.3>

- d. The thesis will be defended in English and will be complemented by the presentation of an oral summary in Portuguese.
 - e. At UAlberta, an arm's-length examiner must not be (or have been) a member of the supervisory committee, or have been connected with the thesis research in any significant way.
 - f. At UAlberta, for the MSc thesis defence, there must be three examiners with at least one at arm's length. At USP, for the MSc thesis defense, there must be three examiners, with minimal PhD title, and at least one external to the student's Program and external to FCF/USP and one external to USP and the supervisor (without voting rights). The examining/judging committee for the thesis defense will be designated by mutual agreement between both Parties and shall consist of members from the two Parties.
 - g. At UAlberta, examiners for the PhD candidacy exam must include at least two arm's length examiners and the supervisory committee. At USP, examiners for the PhD midterm qualification examination must include two arm's length, one external, and the supervisor.
 - h. At UAlberta, examiners for the PhD thesis final exam must include at least two arm's length examiners with one being external to both institutions, as well as the supervisory committee. At USP, for the PhD thesis defense, there must be three examiners, with minimal PhD title, and at least one external to the student's Program and external to FCF/USP and one external to USP and the supervisor (without voting rights). The judging/examining committee for the thesis defense will be designated by mutual agreement between both Parties and shall consist of members from the two Parties.
- 4.7. Notwithstanding section 4.6 above, the supervisory committee of a USP Dual Degree Student may determine that the student should adhere to UAlberta rules, regulations, and policies regarding the doctoral candidacy exam and final oral thesis defense in place of the USP rules, regulations, and policies regarding the mid-term qualification exam and the final thesis exam.
- 4.8. The standard physical residency requirements for UAlberta are 12 months for a MSc and 36 months for a PhD. The standard physical residency requirements for USP are 18 months for a MSc and 36 months for a PhD. The minimum physical residency requirements for UAlberta Dual Degree Students at USP are 4 months for a MSc and 6 months for a PhD. The minimum physical residency requirements for USP Dual Degree Students at UAlberta are 6 months for a MSc and 6 months for a PhD. The actual residency requirements for each Dual Degree Student will fall between the minimum and the standard physical residency requirements and the duration will be determined by the student's joint supervisory committee based on the student's research proposal and progress.

The time a Dual Degree Student is physically resident at the Second Institution can count towards the standard physical residency requirement of the student's Home Institution.

- 4.9. For USP students, all the credits will be completed at USP according to s. 3.2(f). It is expected that students will take all their required courses in their Home Institution before entering into the Dual Degree Program. USP does not require the credits' transfer. USP only requires the final accepted thesis and a note of completion. Dual Degree Students must meet all UAlberta requirements for the Dual Degree Program. USP courses to be counted towards meeting the UAlberta program requirements must be listed in the Application Form/Term of Commitment.
- 4.10. Once per academic year, the supervisory committee will review the Dual Degree Student's progress. The supervisory committee may recommend to the Parties that the Dual Degree Student be removed from the Dual Degree Program. If removed from the Dual Degree Program, the student will return to his/her graduate studies at the Home Institution, and will receive appropriate credit for work done at the Second Institution while in the Dual Degree Program.
- 4.11. Either Party may, at its sole discretion, require a Dual Degree Student to withdraw from the Dual Degree Program. If required to withdraw from the Dual Degree Program, the student will return to his/her graduate studies at the Home Institution and will receive appropriate credit for work done at the Second Institution while in the Dual Degree Program.
- 4.12. The Student may withdraw, at any time, from the Dual Degree Program, and return to his/her graduate studies at the Home Institution. The student will receive appropriate credit for work done at the Second Institution while in the Dual Degree Program.
- 4.13. Upon successful completion of the degree requirements of both Parties, each Institution will confer on the Dual Degree Student the master's or doctoral degree of that Institution and shall inform the other institution of this award.

5. FEES AND FINANCIAL MATTERS

- 5.1. Dual Degree Students shall pay student tuition and fees to the institution at which they are resident at any given time.
 - a. At USP, as of 2014, Dual Degree Students are not required to pay mandatory fees.
 - b. At UAlberta, Dual Degree Students who are not Canadian citizens or Permanent Residents of Canada are required to pay tuition and non-instructional fees at the rates for international students. Fees are subject to change without notice.
 - c. Dual Degree Students from UAlberta resident at USP must maintain minimal registration at UAlberta in order to remain in good standing at UAlberta and shall be responsible for any associated costs. Dual

Degree students from USP resident at UAlberta must maintain minimal registration at USP in order to remain in good standing at USP and shall be responsible for any associated costs.

- d. The one-year program fee payment requirement for master's degree students and the three-year program fee requirement for doctoral degree students outlined in UAlberta's Calendar in the "Minimum Units of Course Weight Registration Requirements" section is hereby waived for Dual Degree Students.

5.2. Dual Degree Students shall have sufficient personal funds to cover any and all expenses not covered by either institution as detailed in this Agreement. Such expenses include, but are not limited to:

- a. Tuition and other fees required by their home and second institution;
- b. Cost of living (including rent, food and health care costs);
- c. Recreation;
- d. Travel and transportation, including travel insurance;
- e. Text books and school supplies;
- f. All necessary visas; and
- g. Any other expenses not specifically noted.

6. HOUSING

6.1. Each Second Institution shall endeavour to provide information to students regarding housing options, the cost of which shall be paid by the student.

7. REGULATIONS GOVERNING STUDENTS

7.1. Dual Degree Students shall be bound by the rules, regulations, and codes of conduct of the university at which they are registered.

7.2. Dual Degree Students shall be bound by the laws of the host country in which they are resident.

8. INTELLECTUAL PROPERTY

8.1. Without limiting the generality of section 7 ("Regulations Governing Students"), the following guidelines and policies related to intellectual property and copyright of the Parties which may be amended from time to time, shall apply to Dual Degree Students:

8.2. **At UAlberta:**

- a. Patent Policy as set out in <https://policiesonline.ualberta.ca/policiesprocedures/policies/patent-policy.pdf>;
- b. Graduate Program Manual as set out in www.gradstudies.ualberta.ca/gpm.aspx; and

General Faculties Council (GFC) Policy 120.7 as set out in www.gfcpolicymanual.ualberta.ca/120UniversityCommunityRelation.aspx.

8.3. At USP:

- a. Patent Policy as set out in www.pgusp.usp.br/arquivos/resol3428_88.pdf
- b. Roadmap for patent application <http://inovacao.usp.br/propriedade-intelectual/patentes/>

8.4. To the extent that a Dual Degree Student may be involved in the creation of intellectual property during the Dual Degree Program, the Parties (in some cases including the Dual Degree Student) must, in advance, come to a written agreement on intellectual property ownership.

8.5. Notwithstanding anything else in this Agreement, a Dual Degree Student shall own the copyright in his/her thesis.

9. ACCESS TO INFORMATION AND PRIVACY LEGISLATION

The parties acknowledge that UAlberta is a public body subject to the *Freedom of Information and Protection of Privacy Act* (Alberta) (“FOIP”), as amended. For further information about FOIP see www.ipu.ualberta.ca.

10. CONFIDENTIALITY

Each party who receives any information from the other marked “Confidential” (“Confidential Information”), will take reasonable steps to protect its confidentiality, will not disclose to any third party such Confidential Information without the prior written consent of the other party, and will only use such Confidential Information for the purposes contemplated in this Agreement. For the purposes of this Agreement, Confidential Information shall not include information that is or becomes part of the public domain through no act of the receiving party, that was in the receiving party’s possession before receipt from the disclosing party, that was rightfully received by the receiving party from a third party without a duty of confidentiality, or information that is required to be disclosed under any applicable law or by order of a court.

11. GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the laws of Alberta and Canada, and the Parties hereby submit to the exclusive jurisdiction of the Courts of Alberta.

12. LIABILITY AND INDEMNIFICATION

Each party (“Indemnifying Party”) shall:

- be liable to the other party (“Indemnified Party”) for; and
- indemnify and hold harmless the Indemnified Party from and against;

any and all liabilities, damages, costs, claims, suits or actions (whether in relation to third parties or direct liabilities, damages or costs, including reasonable and proper legal costs) resulting from any injury to persons, damage to property, or claims made by students, occasioned by or as a result of the negligent acts, willful misconduct or breach of obligations assumed under this Agreement by the Indemnifying Party or their employees, officers, agents, and contractors.

Notwithstanding the above, in no event shall either party be liable for any indirect, consequential, or incidental claims incurred by any Indemnified Party in respect of this Agreement.

13. SURVIVAL

All provisions relating to the nature of the relationship, indemnity, insurance, payment, confidentiality, and other obligations and provisions, the performance of which by their nature extends beyond the termination of this Agreement, shall continue in full force and effect following the effective date of such termination.

14. COUNTERPARTS

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

15. COMING INTO FORCE, TERMINATION, AND AMENDMENTS

- 15.1. This Agreement shall come into force and effect from the date on which the document has been endorsed by both Universities, or from the date on which the last University endorses the Agreement, and shall continue in effect for a period of 60 months unless terminated in accordance with the terms of the Agreement (the “Term”).
- 15.2. Either party may terminate the Agreement on twelve (12) months written notice to the other party. Upon receipt of such notice, no additional students will be admitted to the Dual Degree Program. Students already in the Dual Degree Program will be given reasonable time to complete their studies.
- 15.3. The Agreement may be amended or extended by the mutual written consent of the Parties.

16. ENTIRE AGREEMENT

This Agreement, including its Appendices, contains the whole agreement.

IN WITNESS WHEREOF the duly authorized officers of the Parties have executed and delivered this Agreement on the dates indicated below.

Signed for and on behalf of

UNIVERSIDADE DE SÃO PAULO

the _____ day of _____ 2015.

Prof. Dr. Marco Antonio Zago
President
University of Sao Paulo

Dr. Terezinha de Jesus Andreoli Pinto
Dean
Faculty of Pharmaceutical Sciences
University of Sao Paulo

Signed for and on behalf of

**THE GOVERNORS OF THE
UNIVERSITY OF ALBERTA**

the _____ day of _____ 2015.

Dr. Steven Dew
Provost and Vice-President (Academic)

Dr. James P. Kehrer
Dean
Faculty of Pharmacy and
Pharmaceutical Sciences
University of Alberta

Dr. Heather Zwicker
Dean
Faculty of Graduate Studies
and Research
University of Alberta

APPENDIX A

SAMPLE DUAL DEGREE APPLICATION FORM/TERM OF COMMITMENT FOR THE DUAL DEGREE PROGRAM

A. THIS SECTION TO BE COMPLETED BY THE STUDENT

1. Student Name:
2. Home Institution:
3. Supervisor(s) at Home Institution:
4. Supervisor(s) at Second Institution:
5. Date student began graduate-level program at Home Institution:
6. Proposed membership of supervisory committee and proposed supervisor(s):
7. Proposed title of the project/thesis, if known:
8. Work plan:
9. Graduate Program and respective Area of Concentration:
10. List of courses student has taken at Home Institution recommended for transfer:

11. Informed Consent for Disclosure of Personal Information

The University of Alberta collects and protects personal information under the authority of the Alberta *Freedom of Information and Protection of Privacy Act* for the purposes of operating the programs and services of the University.

Academic information about me, including transcripts, lab reports where applicable, and correspondence and reports regarding academic progress, will be originally collected by the institutions and shared between the institutions for the purpose of administering the Dual Degree Program.

I, _____
(student's full name), voluntarily authorize the above-mentioned sharing of information.

This consent will remain valid for the duration of the Dual Degree Student's participation in the Dual Degree Program. I understand that consent may be revoked at any time by so indicating in writing to the Dual Degree Program Academic Administration Liaison Officers of my Home Institution and the Second Institution.

Signed this ___ day of _____, 20__:

Signature of Student: _____

Printed name of Student: _____

Date of birth:

Student ID number at Home Institution:

B. THIS SECTION TO BE COMPLETED BY THE HOME INSTITUTION

Mr/Ms _____ (student's full name) is recommended for admission to the Dual Degree Program.

Signed this ___ day of _____, 20__:

Academic Administration Liaison Officer Name:
Academic Administration Liaison Officer Title:
Home Institution Name:

C. THIS SECTION TO BE COMPLETED BY THE SECOND INSTITUTION

Admission of Mr/Ms _____

(student's full name) to the Dual Degree Program is hereby _____

(granted/denied).

Signed this ____ day of _____, 20__:

Academic Administration Liaison Officer Name:

Academic Administration Liaison Officer Title:

Second Institution Name:

Name:

Dean, Faculdade de Ciências Farmacêuticas (or designate), USP

Dean, Faculty of Pharmacy and Pharmaceutical Sciences (or designate), UAlberta

(Please underline the relevant Authority)

Name:

President of the Graduate Committee, USP

(Please underline the relevant Authority)

Protection of Privacy - The personal information requested on this form is collected under the authority of the applicable privacy or data protection legislation and will be protected under the applicable act. It will be used for the purpose of administering the Dual Degree Program between the University of Alberta and USP. For the University of Alberta, direct any questions about this collection to: the Faculty Liaison Officer, Dr. Raimar Lobenberg, Director, Drug Development and Innovation Centre; Faculty of Pharmacy and Pharmaceutical Sciences; 3-142K Katz Group Centre; University of Alberta; Edmonton, Alberta; T6G 2E1; Canada; Telephone: +1-780-492-1255; E-mail: raimar.loebenberg@ualberta.ca. For USP, direct any questions to: the Faculty Liaison Officer, Dr. Nadia Araci Bou-Chacra, Assistant Professor; Faculty of Pharmaceutical Sciences; University of Sao Paulo (USP); 580 Prof. Lineu Prestes ave.; Telephone: 55 11 30913628; e-mail: chacra@usp.br.

APPENDIX B

THESIS DEFENCE REGULATIONS

1. A copy of the thesis defence regulations of each institution is attached.
2. USP's regulations can be found online at: <http://www.leginf.us.br/?resolucao=resolucao-copgr6861-de-06-de-agosto-de-2014>.

Within those regulations, it notes that the oral presentation will be public, with a minimum duration of twenty minutes and a maximum of thirty minutes. This presentation is followed by the oral examination. Both Master's and doctoral candidates will be examined by their supervisor (who is unable to vote) and three others (all PhDs). A majority of those three others will be external to the student's program and external to FCF/USP with at least one also being external to USP.

ACORDO PARA PROGRAMA DE DUPLA TITULAÇÃO

- ENTRE**
- UNIVERSIDADE DE SÃO PAULO**
REPRESENTADA PELA FACULDADE DE CIÊNCIAS
FARMACÊUTICAS, UNIVERSIDADE DE SÃO PAULO
- Localizada em São Paulo, SP, Brasil (“FCF/USP”)**
- E**
- UNIVERSIDADE DE ALBERTA**
REPRESENTADA PELA FACULDADE DE FARMÁCIA E
CIÊNCIAS FARMACÊUTICAS
- Localizada em Edmonton, Alberta, Canada (“UAlberta”)**

Referenciadas coletivamente como “Partes”

DE MODO QUE:

- A. As partes deste Acordo propuseram um memorando de entendimento (“MoU”) que contempla várias formas de cooperação acadêmica; e
- B. As partes desejam formalizar os termos para um Acordo sob o qual estudantes de pós graduação de qualquer uma das Partes possam buscar um Programa de Dupla Titulação.

AGORA, PORTANTO, considerando o disposto acima e outras considerações válidas, as Partes acordam conforme o seguinte:

1. DEFINIÇÕES

1.1. Neste Acordo:

- a) “Programa de Dupla Titulação” significa um programa de estudo sob o qual os estudantes podem obter um diploma de Mestre em Ciências (Msc) da UAlberta e um diploma de Mestre em Ciências da USP **OU** um diploma de doutorado (PhD) da UAlberta e um diploma de doutorado (PhD) da USP. O escopo do programa de Dupla Titulação será limitado às ciências farmacêuticas.

- b) “Estudantes de Dupla Titulação” são os estudantes que estão participando do Programa de Dupla Titulação.
- c) “Instituição Original” significa a instituição na qual o estudante fora originalmente admitido para um programa de diploma de pós graduação.
- d) “Segunda Instituição” significa a instituição que não é a Instituição Original do Estudante de Dupla Titulação.

2. COORDENAÇÃO DO ACORDO/OFCIAIS DE INTERCÂMBIO

2.1. Cada parte irá designar um oficial de intercâmbio (“Liaison Officer”) que será responsável por coordenar aspectos específicos do Programa de Dupla Titulação, bem como por supervisionar e auxiliar os estudantes.

2.2. Os Oficiais de Intercâmbio são:

Administração Acadêmica e Técnica

Pela USP

Dr. Nádia Araci Bou-Chacra
Professora Doutora, Departamento de
Farmácia
Faculdade de Ciências
Farmacêuticas, Universidade de São
Paulo (USP). Avenida Prof. Lineu
Prestes, 580

Telefone: 55 11 30913628

Fax: 55 1138154418

E-mail: chacra@usp.br

Pela UAlberta

Dr. Raimar Löbenberg
Diretor, Desenvolvimento de
Medicamentos e Centro de Inovação
Faculdade de Farmácia e Ciências
Farmacêuticas
3-142K Katz Group Centre
University of Alberta
Edmonton, Alberta T6G 2E1
Canada

Telefone: +1-780-492-1255

Fax: +1-780-492-1217

E-

mail: raimar.loebenberg@UAlberta.ca

2.3. Todos os comunicados seguindo este Acordo devem ser enviados para os Oficiais de Intercâmbio mencionados acima.

- a) Qualquer comunicado a ser dado por qualquer uma das partes aqui mencionadas, seguindo este Acordo, deverão ser por escritos e podem ser entregues por serviço de frete comercial, carta registrada (a não ser que uma greve dos correios ou outra eventualidade estiver em curso), máquina de fac-símile, ou e-mail para o Oficial de Intercâmbio relevante, fazendo uso da informação de contato estabelecida acima (ou qualquer outra informação de contato notificada pela parte por meio de comunicado escrito dado de acordo com esta cláusula).

- b) Se uma das partes receber a mensagem de que um comunicado enviado para um endereço de e-mail não foi entregue, ou de que o Oficial de Intercâmbio não se encontra em seu escritório, ou se a parte tem qualquer outra razão para crer que a entrega de um comunicado foi inefetiva, a parte então enviará o comunicado usando um método diferente.
- c) É de responsabilidade da Coordenação e dos Oficiais de Intercâmbio encontrar soluções para os problemas acadêmicos e administrativos que possam surgir durante a validade deste presente Acordo, bem como a supervisão das atividades.

3. INSCRIÇÃO, SELEÇÃO E ADMISSÃO DE ESTUDANTES PARA O PROGRAMA DE DUPLA TITULAÇÃO.

3.1. Um estudante que desejar participar do Programa de Dupla Titulação deve primeiro se inscrever para um programa de mestrado ou doutorado em sua Instituição Original. A Instituição Original irá determinar a admissão de qualquer inscrito seguindo seus próprios métodos.

3.2. Um estudante de Dupla Titulação deve atender aos requisitos de elegibilidade descritos abaixo para ser considerado para a matrícula no Programa de Dupla Titulação:

- a. Estudantes de doutorado serão elegíveis para entrar no Programa de Dupla Titulação após completarem seus requisitos do programa, exceto pela tese (para estudantes cuja Instituição Original for a UAlberta) ou, para estudantes cuja Instituição Original for a USP, o exame de qualificação.
- b. Estudantes de mestrado serão elegíveis para entrar no Programa de Dupla Titulação após passarem por todos os cursos requisitados (para estudantes cuja Instituição Original for a UAlberta) ou pelo exame de qualificação (para estudantes cuja Instituição Original for a USP).
- c. Um comitê supervisor será formado para cada estudante prospecto de Dupla Titulação, conforme a Seção 4.3, e será aprovado por ambas as instituições, de acordo com suas respectivas regras.
- d. O comitê de supervisão irá revisar o projeto de pesquisa proposto e recomendará se o estudante deve ser admitido no Programa de Dupla Titulação.
- e. Não obstante os itens 3.2(a) e (b), as autoridades relevantes de ambas as Partes podem decidir se um estudante entrará mais cedo no Programa de Dupla Titulação.

- f. É esperado que os estudantes façam todos os cursos requisitados em sua Instituição Original antes de entrarem no Programa de Dupla Titulação. No entanto, se o comitê supervisor fizer exceções a esta política, deverá ser garantido que os cursos requisitados sejam integrados ao plano de estudo do estudante.
 - g. Para ser admitido no Programa de Dupla Titulação, o estudante de Dupla Titulação em potencial deve preencher o Formulário de Inscrição/Termo de Comprometimento relevante (ver Apêndice A) e apresentá-lo a sua Instituição Original.
 - (i) O Formulário de Inscrição/Termo de Comprometimento deve especificar o nome do estudante, o título do projeto que será desenvolvido, o plano de trabalho, o título planejado da tese, os nomes dos orientadores de ambas as instituições e o nome do programa de pós-graduação e sua respectiva Área de Concentração, se relevante. Se a instituição original concordar em recomendar o estudante, o Formulário de Aplicação/Termo de Comprometimento será enviado para a Segunda Instituição, que irá, dentro de 30 dias, informar a Instituição Original se o estudante é apto para ser admitido no Programa de Dupla Titulação.
- 3.3. A Segunda Instituição irá determinar se registrará o estudante no Programa de Dupla Titulação seguindo seus próprios critérios. Um estudante somente será considerado Estudante de Dupla Titulação se ambas as Partes concordarem em matriculá-lo no Programa de Dupla Titulação.
- 3.4. Cada Segunda Instituição irá admitir no máximo dois (2) Estudantes de Dupla Titulação de cada Instituição Original a cada ano acadêmico para o Programa de Dupla Titulação. O número máximo de estudantes pode ser modificado mediante acordo mútuo das Partes expresso por escrito.
- 3.5. Enquanto residir na USP, o Estudante de Dupla Titulação será considerado como estudante regular. Enquanto residente na UAlberta, o Estudante de Dupla Titulação será estudante regular em um programa de pós-graduação, e terá matrícula apropriada.
- 3.6. Ambas as instituições procurarão alcançar reciprocidade nas atividades contempladas por este Acordo.
- 3.7. Ambas as instituições se comprometerão a promover a integração dos estudantes na vida acadêmica da Segunda Instituição.
- 3.8. A Segunda Instituição deve fornecer as melhores condições de pesquisa possíveis e os locais próprios para que o trabalho do estudante seja desenvolvido em suas plenas capacidades.

4. REQUISITOS E ADMINISTRAÇÃO DO PROGRAMA DE DUPLA TITULAÇÃO

- 4.1. As partes fornecerão orientação adequada, bem como supervisão contínua e suporte aos Estudantes de Dupla Titulação. A instituição original do Estudante de Dupla Titulação assumirá a liderança em auxiliar os Estudantes de Dupla Titulação.
- 4.2. Estudantes de Dupla Titulação seguirão um programa de estudos e pesquisa que atenderá aos requisitos de ambas as instituições, incluindo as seguintes provisões:
- a. Requisitos de curso na UAlberta incluem 6/12 créditos (tipicamente 2/4 cursos que valem 3 créditos cada) tanto no programa de mestrado quanto no de doutorado. Os requisitos de curso na USP incluem 25/20 créditos (tipicamente 5/4 cursos com cada curso valendo 5 créditos), para o estudante de mestrado e doutorado direto / doutorado portador de título de mestre pela USP.
 - b. Em cada universidade, Estudantes do Programa de Dupla Titulação não podem fazer cursos que são parte do programa profissional de farmácia. Exceções podem apenas ser feitas mediante aprovação do comitê supervisor, do Coordenador e do Diretor da Faculdade na qual o curso é oferecido.
 - c. Se o comitê supervisor dos Estudantes de Dupla Titulação decidir que um estudante deve realizar certos cursos como parte do Programa de Dupla Titulação, tais cursos devem ser oferecidos em Inglês, se requisitado.
 - d. Quaisquer avaliações intermediárias ou trabalhos de curso devem ser feitos em Inglês, mas também em Português se considerado apropriado pelo comitê supervisor.
 - e. A USP deverá abrir mão do exame intermediário de qualificação para os estudantes do Programa de Dupla Titulação na UAlberta. Ademais, cada curso de pós-graduação da Instituição de Origem será considerado equivalente e será aceito pela Segunda Instituição.
 - f. De acordo com a política da UAlberta, cada Estudante de Dupla Titulação do curso de doutorado deve passar por um Exame de Qualificação antes de procederem à defesa final da tese. No caso dos Estudante de Dupla Titulação cuja Instituição Original for a USP, o exame intermediário de qualificação será considerado equivalente ao da UAlberta.
 - g. No fim da estada do estudante na Segunda Instituição, ela deverá enviar a seu comitê apropriado um documento oficial especificando

as atividades empreendidas e as avaliações recebidas, se aplicáveis. Na UAlberta, Estudantes do Programa de Dupla Titulação da USP devem requerer formalmente que o Escritório de Registros envie cópias de seu histórico escolar para sua Instituição Original; os históricos não serão enviados sem o consentimento do Estudante do Programa de Dupla Titulação.

- h. Estudantes do Programa de Dupla Titulação cuja Instituição Original é a UAlberta precisam participar de dois seminários de pós-graduação – um durante o desenvolvimento do projeto de pós-graduação e outro antes do exame oral final. Estudantes do Programa de Dupla Titulação cuja Instituição Original for a USP precisam participar de um seminário antes do exame oral final.
- i. Ambas as instituições reconhecem as orientações desenvolvidas em cada instituição e as teses defendidas, aprovadas e autorizadas, sob os termos da legislação vigente, a garantir diplomas de doutorado e mestrado para candidatos elegíveis.

4.3. Tanto no nível do mestrado quanto do doutorado, cada estudante do Programa de Dupla Titulação precisa de um comitê de orientação conjunta.

- a. Cada Estudante de Dupla Titulação deverá ter um comitê de orientação de no mínimo três membros.
- b. O comitê deve possuir, no mínimo, um professor da Segunda Instituição como supervisor. No entanto, este membro não pode ser considerado membro externo em situações de exame.
- c. O comitê deve ser estabelecido antes da entrada do estudante no Programa de Dupla Titulação.
- d. O comitê acordará um tópico conjunto de pesquisa e/ou uma proposta de pesquisa para o estudante.
- e. O comitê deve se reunir no mínimo anualmente. Na USP, estudantes de Dupla Titulação devem submeter relatórios de progresso ao comitê semestralmente. Na UAlberta, relatórios de progresso devem ser submetidos ao comitê no mínimo anualmente.
- f. Quaisquer requisitos adicionais relativos à composição do comitê de orientação ou procedimentos para orientação de estudantes deverão estar conformes aos requisitos e regulamentos da Instituição Original do Estudante de Dupla Titulação.
- g. As reuniões do comitê deverão ser em Inglês.

- 4.4. De acordo com a política da UAlberta, todo Estudante de Dupla Titulação deve cumprir os requisitos do treinamento em ética e integridade acadêmica definidos pela Faculdade de Estudos em Pós-Graduação e Pesquisa. Informação adicional a respeito destes requisitos podem ser encontradas em: <https://uofa.UAlberta.ca/graduate-studies/current-students/academic-requirements/ethics>. Adicionalmente, Estudante de Dupla Titulação deve seguir todas as políticas e processos da UAlberta relacionadas à pesquisa envolvendo humanos e animais.
- 4.5. De acordo com a política da UAlberta, todo Estudante de Dupla Titulação cuja pesquisa envolve trabalho laboratorial deve realizar com sucesso o treinamento em Segurança em Laboratórios de Química e/ou Biossegurança. Ademais, todo Estudante de Dupla Titulação cuja pesquisa envolve animais deve realizar com sucesso o treinamento de segurança no trato de animais no local onde essas atividades serão realizadas.
- 4.6. Todo Estudante de Dupla Titulação deve defender tese em sua Instituição Original ante uma banca examinadora que será estabelecida de acordo com as políticas relevantes da Instituição Original, a não ser que haja disposição em contrário neste Acordo.
- a. A tese do Estudante do Programa de Dupla Titulação deve ser redigida em Inglês e será suplementada por um resumo em Português e um resumo em Inglês.
 - b. A tese final deve ser submetida a ambas as instituições (juntamente a uma nota de conclusão ou formulário relevante para cada Instituição)
 - c. Cópias dos regulamentos de cada Instituição estão inclusas no apêndice B e nos links encontrados aqui:

Para a USP: <http://www.leginf.usp.br/?resolucao=resolucao-copgr-6861-de-06-de-agosto-de-2014>

Para a UAlberta: seção 204.3 do Calendário UAlberta. - <http://www.registrar.UAlberta.ca/calendar/GradStudies-and-Research/Regulations/204.3.html#204.3>
 - d. A tese deverá ser defendida em Inglês e será complementada pela apresentação de um resumo oral em Português.
 - e. Na UAlberta, o examinador externo não pode ser (ou ter sido) membro do comitê de orientação, ou ter envolvimento na tese/dissertação do estudante de Dupla Titulação de qualquer maneira significativa.
 - f. Na UAlberta, para a defesa das dissertações, deve haver três examinadores, sendo, no mínimo, um externo a ambas as instituições (USP e a UAlberta). Na USP, para a defesa das dissertações, deve

haver três examinadores, com título mínimo de doutor, sendo, no mínimo, um externo ao Programa e externo à FCF/USP e um externo a USP, além dos orientadores (sendo esses membros do comitê de orientação, sem direito a voto). O comitê de avaliação para a defesa da dissertação será designado por acordo mútuo entre as duas partes e consistirá de membros de ambas as Partes.

- g. Na UAlberta, o comitê para a avaliação do exame de candidatura ao doutorado deve incluir três examinadores sendo ao menos dois examinadores externos e o comitê de orientação. Na USP, a banca examinadora para o exame de qualificação deve incluir o orientador e mais dois membros, com título mínimo de doutor, sendo ao menos um externo ao Programa.
- h. Na UAlberta, para a defesa da tese, os examinadores devem ser, no mínimo, dois membros externos sendo um externo a ambas as instituições bem como o comitê de orientação. Na USP, para a defesa da tese, deve haver três examinadores sendo, no mínimo, um externo ao Programa e externo à FCF/USP e um externo a USP além dos orientadores (sendo esses membros do comitê de orientação, sem direito a voto). O comitê de exame para a defesa da tese será designado por acordo mútuo entre ambas as Partes e consistirá de membros de ambas as Partes.

4.7. Não obstante a seção 4.6 acima, o comitê de orientação dos Estudantes de Dupla Titulação da USP pode determinar que o estudante adira às regras da UAlberta e aos regulamentos e políticas relativos ao exame de qualificação do doutorado e à defesa oral da tese em lugar das regras, regulamentos e políticas da USP, referentes ao exame de qualificação e o exame final da tese.

4.8. Os requisitos de residência física padrão para a UAlberta são de 12 meses para o mestrado e 36 meses para o doutorado. Os requisitos de residência física padrão para a USP são 18 meses para o mestrado e 36 meses para o doutorado. Os requisitos de residência física para Estudantes de Dupla Titulação da UAlberta na USP são de 4 meses para o Mestrado e 6 meses para o Doutorado. O requisito mínimo de residência física para estudantes de dupla titulação da USP na UAlberta é de 6 meses para o mestrado e 6 meses para o doutorado. O requisito de fato para cada Estudante de Dupla Titulação será entre o mínimo e o requisito padrão de residência física, e sua duração será determinada pelo comitê de orientação do estudante baseado na proposta e no progresso da pesquisa do estudante. O tempo que um Estudante de Dupla Titulação residir fisicamente na Segunda Instituição pode contar para o requisito de residência física padrão da Instituição Original do estudante.

4.9. Para estudantes da USP, todos os créditos serão completados na USP de acordo com a seção 3.2 (f). É esperado que os estudantes façam todos os cursos

requisitados em sua Instituição Original antes de entrar em um Programa de Dupla Titulação. A USP não requer a transferência dos créditos. A USP apenas requer a tese final aceita e uma nota de conclusão. Estudantes de Dupla Titulação devem atender a todos os requisitos da UAlberta para o Programa de Dupla Titulação. Os cursos da USP a serem contados com o objetivo de atender aos requisitos da UAlberta devem ser listados no Formulário de Inscrição/Termo de Comprometimento.

- 4.10. Uma vez a cada ano acadêmico, o comitê de orientação revisará o progresso do Estudante de Dupla Titulação. O comitê de orientação poderá recomendar às Partes que o Estudante de Dupla Titulação seja removido do Programa de Dupla Titulação. Se removido do Programa, o estudante irá retornar para seus estudos de pós-graduação na Instituição Original, e receberá crédito apropriado pelo trabalho realizado na Segunda Instituição enquanto esteve no Programa de Dupla Titulação.
- 4.11. Qualquer uma das Partes pode, de acordo com seus próprios critérios, requerer que um Estudante de Dupla Titulação saia do Programa. Se a saída for requerida, o estudante retornará para seus estudos de pós-graduação na Instituição Original e receberá os créditos apropriados relativos ao trabalho desenvolvido na Segunda Instituição enquanto esteve no Programa de Dupla Titulação.
- 4.12. O Estudante pode se retirar, a qualquer momento, do Programa de Dupla Titulação, e retornar para seus estudos de pós-graduação na Instituição Original. O estudante receberá crédito pelo trabalho realizado na Segunda Instituição enquanto esteve no Programa de Dupla Titulação.
- 4.13. No momento da conclusão dos requisitos para o diploma por ambas as Partes, cada Instituição irá conferir ao Estudante de Dupla Titulação seu diploma de mestrado ou doutorado e informará a outra do ocorrido.

5. TAXAS E ASSUNTOS FINANCEIROS

- 5.1. Estudantes de Dupla Titulação deverão pagar as mensalidades e taxas educacionais à instituição na qual eles forem residentes.
 - a. Na USP, como consta de 2014, não são requisitados pagamentos obrigatórios aos Estudantes de Dupla Titulação.
 - b. Na UAlberta, Estudantes de Dupla Titulação que não são cidadãos canadenses ou residentes permanentes do Canadá precisam pagar mensalidades e taxas de acordo com as tabelas para estudantes internacionais. As taxas podem ser alteradas sem aviso prévio.
 - c. Estudantes de Dupla Titulação da UAlberta residente na USP devem manter um registro mínimo na UAlberta para se manterem a ela vinculados e serão responsabilizados por quaisquer custos associados. Estudantes de Dupla Titulação da USP residentes na UAlberta devem manter registro mínimo na USP para se manterem a

ela vinculados e serão responsabilizados por quaisquer custos associados.

- d. O requisito do pagamento da taxa de programas de um ano para estudantes de mestrado e do programa de três anos para estudantes de doutorado definido no Calendário da UAlberta na seção de “Unidades Mínimas de Requisitos de Matrícula” está doravante renunciado para Estudantes de Dupla Titulação.

5.2. Estudantes de Dupla Titulação devem ter fundos pessoais suficientes para cobrir quaisquer despesas não cobertas pelas instituições conforme detalhado neste acordo. Tais despesas incluem, mas não se limitam a:

- a. Mensalidades e outras taxas requeridas pelas instituições;
- b. Custo de vida (incluindo aluguel, comida e plano de saúde);
- c. Recreação;
- d. Viagens e transportes, inclusive seguro viagem;
- e. Apostilas e suprimentos escolares;
- f. Todos os vistos necessários; e
- g. Quaisquer despesas não especificamente relatadas.

6. MORADIA

6.1. Cada Segunda Instituição deverá empreender para fornecer informações aos estudantes relativas às opções de moradia, cujo custo deverá ser arcado pelos estudantes.

7. REGULAMENTOS APLICÁVEIS AOS ESTUDANTES

7.1. Estudantes de Dupla Titulação deverão obedecer as regras, regulamentos e códigos de conduta da Universidade na qual estiverem registrados.

7.2. Estudantes de Dupla Titulação devem obedecer às leis do país anfitrião no qual forem residentes.

8. PROPRIEDADE INTELECTUAL

8.1. Sem limitar a generalidade da Seção 7, as diretrizes e políticas seguintes relativas à propriedade intelectual e copyright das Partes que podem ser emendadas ocasionalmente, devem se aplicar aos Estudantes de Dupla Titulação:

8.2. Na UAlberta:

- a. Política de Patentes
conforme: <https://policiesonline.UAlberta.ca/policiesprocedures/policies/patent-policy.pdf>;
- b. Manual do Programa de Pós-Graduação,
conforme: www.gradstudies.UAlberta.ca/gpm.aspx; e
- c. Política 120.7 do Conselho Geral de Faculdades,
conforme: www.gfcpolicymanual.UAlberta.ca/120UniversityCommunityRelation.aspx.

8.3. Na USP:

- a. Política de Patentes, conforme:
www.pgusp.usp.br/arquivos/resol3428_88.pdf
- b. Procedimento para requisição de patente:
<http://inovacao.usp.br/propriedade-intelectual/patentes/>

8.4. Na medida que um Estudante de Dupla Titulação estiver envolvido na criação de propriedade intelectual durante o Programa de Dupla Titulação, as Partes (em alguns casos incluindo o Estudante de Dupla Titulação) devem, previamente, acordar por escrito a titularidade da propriedade intelectual.

8.5. Não obstante qualquer disposição deste acordo, o Estudante de Dupla Titulação deve ser o titular do copyright de sua tese.

9. ACESSO À INFORMAÇÃO E LEGISLAÇÃO DE PRIVACIDADE

As partes reconhecem que a UAlberta é um órgão público submetido ao *Ato de Liberdade da Informação e Proteção da Privacidade* (Alberta) ("FOIP"). Para maiores informações sobre o FOIP ver www.upo.UAlberta.ca.

10. CONFIDENCIALIDADE

Cada parte que receber quaisquer informações da outra marcadas como "Confidencial" tomarão ações razoáveis para proteger sua confidencialidade, e não irá revelar a qualquer terceiro tais Informações Confidenciais sem o consentimento prévio por escrito da outra parte, e só utilizará tal Informação Confidencial para os propósitos contemplados neste Acordo. Para os propósitos deste Acordo, as Informações Confidenciais não deverão incluir informações que são ou se tornarão

parte do domínio público sem que isso dependa da parte destinatária, que estavam na posse da parte destinatária antes do recebimento da parte que as revelar, que estavam devidamente recebidas pela parte destinatária de um terceiro sem dever de confidencialidade ou informações que precisam ser reveladas sob quaisquer leis aplicáveis ou ordem judiciária.

11. LEGISLAÇÃO VIGENTE

Este acordo deve ser interpretado e construído de acordo com as leis de Alberta e do Canadá, e as Partes doravante se submetem à jurisdição exclusiva dos tribunais de Alberta.

12. RESPONSABILIDADE E IDENTIFICAÇÃO

Cada parte (“Parte Indenizadora”) deverá:

- ser responsável pela outra parte (“Parte Indenizada”); e
- Indenizar e manter ileso a Parte Indenizada contra;

todas e quaisquer responsabilidades, danos, custos, reclamações, processos ou ações (quer sejam relativas à terceiros ou responsabilidade direta, danos ou custos, inclusive custas judiciárias apropriadas e razoáveis) resultando de qualquer dano à pessoas, propriedade ou alegações feitas por estudantes, ocasionadas por ou resultantes de atos de negligência, má conduta voluntária ou quebra de obrigações assumidas sob este Acordo pela Parte Indenizadora ou seus empregados, oficiais, agentes e contratantes.

Não obstante, em nenhuma ocasião deverá qualquer parte ser responsável por quaisquer alegações indiretas ou incidentais pela parte de qualquer Parte Indenizada no que concerne este Acordo.

13. SOBREVIVÊNCIA

Todas as provisões relativas à natureza da relação, indenização, seguro, pagamento, confidencialidade e outras obrigações e provisões, cuja performance por sua natureza se estende para além do término deste Acordo, deverão continuar vigentes seguindo a data efetiva do término.

14. CONTRAPARTES

Este acordo pode ser executado em qualquer número de contrapartes ou duplicatas, cada uma das quais deverá ser original, e tais contrapartes e duplicatas podem juntas constituir o mesmo acordo.

15. VIGÊNCIA, TÉRMINO E EMENDAS

- 15.1. Este acordo se tornará vigente a partir da data na qual este documento for endossado por ambas Universidades, ou a partir da data na qual a última Universidade endosse o Acordo, e deverá continuar sua vigência por um período de 60 meses a não ser que seja terminado de acordo com os termos do Acordo.
- 15.2. Qualquer parte pode terminar o Acordo após doze (12) meses por meio de comunicado escrito à outra parte. Ao receber tal comunicado, nenhum estudante adicional será admitido ao Programa de Dupla Titulação. Estudantes ainda matriculados no Programa de Dupla Titulação terão tempo razoável para completar seus estudos.
- 15.3. O Acordo pode ser emendado ou estendido mediante mútuo consentimento escrito das Partes.

16. ACORDO COMPLETO

Este Acordo, incluindo seus apêndices, contém o todo deste documento.

PERANTE TESTEMUNHAS, os oficiais autorizados de ambas as Partes executaram e entregaram este Acordo nas datas indicadas abaixo

Assinado para e pela

UNIVERSIDADE DE SÃO PAULO

dia ____ mês _____ 2015

Prof. Dr. Marco Antonio Zago
Reitor
Universidade de São Paulo

Dr. Terezinha de Jesus Andreoli Pinto
Diretora
Faculdade de Ciências Farmacêuticas

Universidade de São Paulo

Assinado para e pela

**THE GOVERNORS OF THE
UNIVERSITY OF ALBERTA**

dia ____ mês _____ 2015.

Dr. Steven Dew
Provost and Vice-President (Academic)

Dr. James P. Kehrer
Dean
Faculty of Pharmacy and
Pharmaceutical Sciences
University of Alberta

Dr. Heather Zwicker

Dean
Faculty of Graduate Studies
and Research
University of Alberta

APÊNDICE A

AMOSTRA DE FORMULÁRIO DE INSCRIÇÃO/TERMO DE COMPROMETIMENTO PARA O PROGRAMA DE DUPLA TITULAÇÃO

A. SEÇÃO A SER COMPLETADA PELO ESTUDANTES

1. Nome do Estudantes:
2. Instituição de Origem:
3. Orientador(es) na Instituição de Origem:
4. Orientador(es) na Segunda Instituição;
5. O dia em que o estudante iniciou seus estudos de pós-graduação na Instituição de Origem
6. Comitês de orientação e orientadores propostos;
7. Título do projeto ou tese, se houver;
8. Plano de trabalho:
9. Programa de Pós Graduação e sua respectiva área de Concentração
10. Lista de cursos que o estudante realizou na Instituição Original recomendados para transferência;

11. Consentimento Informado para Uso de Informações Pessoais

A Universidade de Alberta coleta e protege informações pessoais sob autoridade do *Ato de Liberdade da Informação e Proteção da Privacidade* da província de Alberta, Canadá, para os propósitos de operar os programas e os serviços da Universidade.

Informações acadêmicas sobre mim, incluindo transcrições, relatórios de laboratório quando forem aplicáveis, correspondências e relatórios de desempenho acadêmico, serão originalmente coletadas pelas instituições e divididas entre as instituições com o propósito de administrar o Programa de Dupla Titulação.

Eu, _____
(nome completo do estudante), voluntariamente autorizo o supramencionado compartilhamento de informações.

Este consentimento permanecerá válido pela duração do estudante no Programa de Dupla Titulação. Entendo que este conhecimento pode ser revogado a qualquer momento por meio de indicação por escrito aos Oficiais de Intercâmbio da Administração Acadêmica do Programa de Dupla Titulação.

___ dia _____ mês, 20___:

Assinatura do Pós-Graduando: _____

Nome impresso do Pós-Graduando: _____

Data de nascimento:

Número da matrícula do estudante na Instituição Original:

B. ESTA SEÇÃO DEVERÁ SER PREENCHIDA PELA INSTITUIÇÃO ORIGINAL

O sr./sra. _____ (nome completo do estudante) foi recomendado para admissão no Programa de Dupla Titulação.

___ dia _____ mês, 20__:

Nome do Oficial de Intercâmbio:

Título do Oficial de Intercâmbio:

Nome da Instituição Original:

C. ESTA SEÇÃO DEVERÁ SER PREENCHIDA PELA SEGUNDA INSTITUIÇÃO:

A admissão do sr./sra. _____
_____ (nome completo do estudante) para o programa de Dupla Titulação foi _____ (concedida/negada).

___ dia _____ mês, 20__:

Nome do Oficial de Intercâmbio:

Título do Oficial de Intercâmbio:

Nome da Segunda Instituição:

Nome:

Reitor, Faculdade de Ciências Farmacêuticas, USP

Reitor, Faculty of Pharmacy and Pharmaceutical Sciences, UAlberta

(Favor sublinhar a autoridade relevante)

Nome:

Presidente do Comitê de Pós-Graduação, USP

(Favor sublinhar a autoridade relevante)

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APÊNDICE B

REGULAMENTOS DE DEFESA DE TESE

1. Uma cópia dos regulamentos de defesa de tese de cada instituição está anexado.
2. O regulamento da USP pode ser encontrado em: <http://www.leginf.us.br/?resolucao=resolucao-copgr6861-de-06-de-agosto-de-2014>.

Dentro destes regulamentos, comunica-se que a apresentação oral será pública, com duração mínima de vinte minutos e máximo de trinta minutos. Esta apresentação é acompanhada arguição oral. Ambos os candidatos de Mestrado e Doutorado serão examinados por seu orientador (que não pode votar) mais três outros (todos doutores). A maioria destes três será de pesquisadores externos ao programa do estudante com ao menos um deles sendo externo à USP.