ARTICLE 13

COPYRIGHT, LEARNING MATERIALS, INTELLECTUAL PROPERTY

Learning Materials

13.1.1 For purposes of this article:

a) “learning materials” shall include, without limiting, lecture materials, syllabi, course outlines, lesson plans, demonstrations, written or graphic materials, audio-visual materials and any other teaching/learning aids or other materials used in or which support a student’s learning;

b) “Copyright” or “copyright” bears the same meaning throughout as in the Copyright Act (Canada);

c) “Course” or “program” includes all intramural credit courses, evening credit courses, and continuing education courses.

13.1.2 The Employer shall have the right in perpetuity to use any and all learning materials prepared by employees in the performance of their duties, for the purpose of delivering student learning to any student enrolled in a course or program at Saskatchewan Polytechnic. Exceptions may be made for brokered programs where a third party is paying Saskatchewan Polytechnic for the preparation of the learning materials for its own exclusive use, which shall be the subject of a written agreement between the third party and Saskatchewan Polytechnic, copied to the Association.

13.1.3 Employees shall have the right in perpetuity to use any and all learning materials prepared by them in the course of their duties, for the purpose of delivering student learning to any student enrolled in a course or program at Saskatchewan Polytechnic and in any research or not-for profit activity outside of the workplace. Exceptions may be made for brokered programs where a third party is paying Saskatchewan Polytechnic for the preparation of the learning materials for its own exclusive use, which shall be the subject of a written agreement between the third party and Saskatchewan Polytechnic, copied to the Association.

Attribution

13.1.4 Employees have the right to be credited for their work. There is a requirement and an obligation on all parties involved in a work to document and give credit to the author of a work, any revisions to a work (including dates) and any audit (including dates) by an external third party. Saskatchewan Polytechnic shall not erase or otherwise destroy an employee’s work without providing reasonable advance notice of its intention to do so, with a copy of such notice to the Association.

Open Education Resources

13.1.5 Any learning materials created with the intention that it be used as open education resources, as part of an employee’s ‘other assignment’ activities as contemplated in Article 9, must be developed in consultation with the employee’s supervisor.

Commercialization of Learning Materials

13.1.6 The net financial benefits obtained by either an employee or Saskatchewan Polytechnic flowing from the commercialization or monetization of learning materials shall be shared on an equal (i.e. 50/50) basis. This reflects the equal right to ownership of a work that does not fall within one of the circumstances outlined below. The determination of the net financial benefits shall be subject to verification and, if necessary, arbitration, and shall not include expenses of a general nature (e.g. administrative costs) in the calculation of the net financial benefits. The equal sharing of the net financial benefits shall not apply where the *following* circumstances exist:

a) the employees were specifically assigned to prepare the learning materials for the express purpose of commercialization or monetization, which was communicated in writing to the employees and the Association at the outset of the assignment. In this circumstance, the employees will have no share and shall waive any and all right to copyright.

b) the employees prepared the learning materials prior to the start of their employment with the Employer, or, where the employee can demonstrate that the learning materials were completely prepared outside the scope of their assigned duties with only incidental use of the Employer’s resources and where the learning materials are not for an existing learning at Saskatchewan Polytechnic; in either of these circumstances, the Employer will have no share and shall waive any and all right to copyright.

c) the sole financial benefits comprise part of a program’s tuition fees paid to the Employer by students of Saskatchewan Polytechnic or to a Saskatchewan regional college by its students; in this case, the employee will have no share and shall waive any and all right to copyright.

d) the Employer, the Association and the employee have agreed, in writing, to a different share of the financial benefits.

13.1.7 Any learning materials that are commercialized or monetized must go through a copyright audit by the Sask Polytech copyright office. The parties will agree to prepare a joint policy that determines the scope of the copyright audit. The policy shall include an obligation on the employees to warrant that they are the owner of the work and of the copyright in the work and that it is an original with them.

13.1.8 Learning materials that are to be commercialized or monetized by Saskatchewan Polytechnic will be reviewed for quality assurance by the appropriate program/supervisor in consultation with the employee who created it.

Non-Learning Materials

13.2.1 Unless an employee was specifically assigned to prepare the non-learning materials for the express purpose of commercialization or monetization, which was communicated in writing to the employee and the Association at the outset of the assignment, Saskatchewan Polytechnic will have no share in the ownership of the non-learning materials and shall waive any and all right to ownership and copyright.

13.2.2 If the employee produces or creates the non-learning materials with the assistance of the facilities of Saskatchewan Polytechnic and the non-learning materials are commercialized or monetized by the employee, Saskatchewan Polytechnic may assess a reasonable fee to represent the value of the use of its facilities by the employee. If the employee and Saskatchewan Polytechnic cannot agree on the amount of such fee, the disagreement shall be subject to the arbitration procedure under the collective agreement.