

**Annex 7.5: Intellectual Property
(2005-06-10)**

Structure for Use of IP Terms:

General Conditions, Supplemental General Conditions, Clauses

1: Research and Development Contracts		
1A: Client Decision: CONTRACTOR to own Foreground Intellectual Property (IP)		
Number	Title	Comments
General & Supplemental General Conditions		
9624	General Conditions - Research and Development	Broader background license
Optional Clauses:		
K3005D	Protection of Intellectual Property	
K3015D	Foreground Information - Confidentiality	
K3020D	Licence to Canada's Information	
K3415D	Commercialization in Canada	
K3420D	Liquidated Damages	To enforce K3415D
1B: Client Decision: CROWN to own Foreground IP		
Number	Title	Model Clause(s)
General & Supplemental General Conditions		
9624	General Conditions - Research and Development	IP Terms replaced by K3410D
K3410D	Canada to Own Intellectual Property Rights in Foreground Information	Broader background license
Mandatory Fill-in Clause		
K3200T	Basis for Canada's Ownership of Intellectual Property	
Optional Clauses		
K3305D	License to Intellectual Property Rights in Foreground Information (Royalty Free)	
K3306D	License to Intellectual Property Rights in Foreground Information (Possible Royalty)	
K3310D	No Right for Contractor to Sub-license	
K3315D	License to Intellectual Property Rights in Canada-owned Information	
2: Goods Contract with associated Research and Development		

2A: Client Decision: CONTRACTOR to own Foreground IP		
Number	Title	Model Clause(s)
General & Supplemental General Conditions		
9601	General Conditions - Long Form	IP Terms replaced by 9601-6
9601-6	Contractor to Own Intellectual Property Rights in Foreground Information	Narrower background license
Optional Clauses		
K3005D	Protection of Intellectual Property	
K3015D	Foreground Information - Confidentiality	
K3020D	Licence to Canada's Information	
K3025D	License to Intellectual Property Rights in Background Information (Contractor Owns)	Broader background license
K3415D	Commercialization in Canada	
K3420D	Liquidated damages	To enforce K3415D
2B: Client Decision: CROWN to own Foreground IP		
Number	Title	Comments
General & Supplemental General Conditions		
9601	General Conditions - Long Form	IP Terms replaced by 9601-7
9601-7	Canada to Own Intellectual Property Rights in Foreground Information	Narrower background license
Mandatory Fill-in Clause		
K3200T	Basis for Canada's Ownership of Intellectual Property	
Optional Clauses		
K3305D	License to Intellectual Property Rights in Foreground Information (Royalty Free)	
K3306D	License to Intellectual Property Rights in Foreground Information (Possible Royalty)	
K3310D	No Right for Contractor to Sub-license	
K3315D	License to Intellectual Property Rights in Canada-owned information	
K3320D	License to Intellectual Property Rights in Background Information	Replaces narrower background license in 9601-7 if needed.

3: Goods Contract with no Research and Development expected

3A: Client Decision: CONTRACTOR to own all Foreground IP, including Copyright		
Number	Title	Comments
General & Supplemental General Conditions (Alternatives)		

9601	General Conditions - Long Form	Copyright (Re: Treasury Board Policy on IP, Section 6.5 , Exceptions to Contractor Ownership)
2010	General Conditions - Goods or Services (Low Dollar Value)	Copyright (Re: Treasury Board Policy on IP, Section 6.5 , Exceptions to Contractor Ownership)
Note: The above terms provide Canada with ownership of Foreground IP that is subject to Copyright, other than software and its associated documentation. Contract is silent on other IP.		
Clause Needed to effect Client's Decision		
K3002D	Contractor to Own IP: No Explicit License Rights for Canada	
Optional Clause		
K3030D	License to Material Subject to Copyright	For use with K3002D
3B: Client Decision: CROWN to own Foreground IP (Copyright)		
Number	Title	Comments
General & Supplemental General Conditions (Alternatives)		
9601	General Conditions - Long Form	Copyright (Re: Treasury Board Policy on IP, Section 6.5 , Exceptions to Contractor Ownership)
2010	General Conditions - Goods or Services (Low Dollar Value)	Copyright (Re: Treasury Board Policy on IP, Section 6.5 , Exceptions to Contractor Ownership)
Note: The above terms provide Canada with ownership of Foreground IP that is subject to Copyright, other than software and its associated documentation. Contract is silent on other IP.		
Mandatory Clause		
K3200T	Basis for Canada's Ownership of Intellectual Property	

4: Services Contract with no Research and Development expected

4A: Client Decision: CONTRACTOR to own all Foreground IP, including Copyright

Number	Title	Comments
General & Supplemental General Conditions (Alternatives)		
9676	General Conditions - Services	Copyright (Re: Treasury Board Policy on IP, Section 6.5 , Exceptions to Contractor Ownership)
2010	General Conditions - Goods or Services (Low Dollar Value)	Copyright (Re: Treasury Board Policy on IP, Section 6.5 , Exceptions to Contractor Ownership)

Note: The above terms provide Canada with ownership of Foreground IP that is subject to Copyright, other than software and its associated documentation. Contract is silent on other IP.		
Clause Needed to effect Client's Decision		
K3002D	Contractor to Own IP: No Explicit License Rights for Canada	
Optional Clause		
K3030D	License to Material Subject to Copyright	For use with K3002D
4B: Client Decision: CROWN to own Foreground IP (Copyright)		
Number	Title	Comments
General & Supplemental General Conditions (Alternatives)		
9676	General Conditions - Services	Copyright (Re: Treasury Board Policy on IP, Section 6.5 , Exceptions to Contractor Ownership)
2010	General Conditions - Goods or Services (Low Dollar Value)	Copyright (Re: Treasury Board Policy on IP, Section 6.5 , Exceptions to Contractor Ownership)
Note: The above terms provide Canada with ownership of Foreground IP that is subject to Copyright, other than software and its associated documentation. Contract is silent on other IP.		
Mandatory Clause		
K3200T	Basis for Canada's Ownership of Intellectual Property	