

Intellectual Property Policy

Purpose

This Policy outlines the shared accountabilities relating to the creation of Intellectual Property at the Independent Electricity System Operator (IESO).

Scope

This Policy applies to all Intellectual Property developed by IESO Staff during the course of employment, affiliation, or collaboration with the IESO. This Policy does not discuss Intellectual Property developed by, or belonging to, Third Party Vendors, which is addressed in the negotiation of each contract between Third Party Vendors and the IESO.

Intellectual Property Ownership

1. The IESO owns all Intellectual Property created by IESO Staff who in the course of their employment, affiliation, or collaboration with the IESO (or use of IESO resources) create, develop, invent, conceive, make, discover, improve, author, or otherwise make a substantial inventive or original contribution to any Intellectual Property.
2. IESO Staff waive any moral rights pertaining to Intellectual Property in favour of the IESO.
3. Ownership of intellectual property in Personal Work resides with the originator.
4. The rights of the IESO set out in this Policy survive the termination of IESO Staff employment, affiliation, or collaboration with the IESO.

5. IESO Staff retain the copyright after preparing a scholarly article, paper, academic presentation, or thesis written for publication in a scientific journal or other dissemination. This also applies to material written in pursuing an academic degree. The Chief Information Officer (CIO) reviews this material and approves in writing before the material can be published, presented, or disseminated if such material contains Intellectual Property. In such instances, IESO Staff need to:
 - 5.1. Disclose the creation of Intellectual Property to the CIO at least ninety (90) days prior to any intended publication or presentation that would disclose the Intellectual Property, or any part of it, to a third party or to the public.
 - 5.2. Acknowledge the IESO's ownership in the Intellectual Property, in form and substance satisfactory to the IESO, at the time of publication or presentation.

Staff Responsibilities

6. IESO Staff need to promptly provide their supervisor with written notification when they create Intellectual Property. IESO Staff, both during and after the termination of their employment, affiliation, or collaboration with the IESO, also need to prepare any document and sign documents (and do such acts and other things reasonably requested by the IESO) that the IESO deems necessary to identify the IESO as the legal owner, and enable the IESO to file patent and copyright registration applications when appropriate.
7. IESO Staff need to keep complete, accurate, and dated Records in relation to their contribution to the creation of Intellectual Property.
8. IESO Staff are to assist the CIO as necessary with Commercialization.

Maintaining Records

9. The CIO is exclusively responsible for the categorization of Intellectual Property and the maintenance of related Records.

Responsibility for Commercialization

10. The CIO is exclusively responsible for Commercialization. This responsibility includes reviewing disclosures, securing available legal protection, and negotiating and concluding related agreements on behalf of the IESO.

Revenue Sharing

11. IESO Staff are only entitled to revenue sharing with respect to Commercialization where there is a written revenue-sharing contract between the IESO Staff member and the IESO.
12. There are situations where the IESO invests significant labour, effort, and/or money in the development and alteration of Intellectual Property owned by commercial entities, such as software vendors. In these situations, IESO Staff need to attempt to negotiate a revenue-sharing contract between the IESO and those commercial entities for commercialization of that Intellectual Property.
13. The IESO may consider giving appropriate recognition to IESO Staff in the absence of a written revenue-sharing agreement. The form and substance of this is determined at the sole discretion of the IESO.

Compliance Plan

The following activities have been implemented to help IESO Staff be compliant with this Policy:

14. Revenue-sharing contracts between IESO Staff and the IESO address situations that do not apply with respect to revenue sharing (refer to IESO_PRCs_0067 - *Manage Exceptions and Exemptions – Process Specification*).
15. The Chief Financial Officer (CFO) ensures that all persons offered employment at the IESO are provided with a copy of this Policy prior to accepting an IESO employment offer. The employment offer provides evidence for an audit that the employee was aware of, and agreed to, the Policy at the time of accepting employment.
16. The CFO ensures that all persons offered contractual work for the IESO are provided with a copy of this Policy prior to accepting a contract. The contract provides evidence for an audit that the contractor was aware of, and agreed to, the Policy at the time of accepting the contract.
17. The IESO sometimes invests significant labour, effort, and/or money in the development and alteration of Intellectual Property owned by commercial entities, such as software vendors. The CFO ensures that the IESO's procurement Process has a control so that IESO Staff attempt to negotiate a revenue-sharing contract between the IESO and those commercial entities for commercialization of that Intellectual Property.
18. The General Counsel reviews and updates the statutory definition of Intellectual Property in the glossary of this Policy at each periodic Policy review as required.

Glossary

19. **Commercialize** and **Commercialization** refer to the Process of securing copyright, patents, and all other rights in Intellectual Property, and exploiting Intellectual Property to develop, make, use, or sell products or services for profit, or not, including, but not limited to:
 - 19.1. By the IESO directly.
 - 19.2. Through licensing.
 - 19.3. Through assignment of rights by the IESO to another person or entity.
20. The term **IESO Staff** refers to full-time and part-time regular and temporary employees, student and intern employees, seconded personnel, and independent or dependent contractors (for the sole purpose of this Policy). This includes individuals:
 - 20.1. Working at an IESO place of business.
 - 20.2. Engaged in IESO work-related activities:
 - i. Onsite at an IESO place of business.
 - ii. Remotely from home or abroad.

In particular, IESO Staff includes:

 - 20.3. Any employee of the IESO (including those on study leave or seconded to another institution when engaged in IESO work-related activities).
 - 20.4. Any individual engaged in IESO work-related activities, or in the course of employment, whether such individual is:
 - i. Engaged pursuant to a contractual arrangement with the IESO.
 - ii. A student registered in a training program at a post-secondary institution, or other educational body, with which arrangements have been made for training within the IESO.
 - iii. Visiting staff on leave or seconded from another organization.
 - 20.5. Any IESO volunteer.
 - 20.6. Any other person who is permitted to use any facilities of the IESO in a manner not normally available to a member of the general public.
21. **Intellectual Property** refers to all Intellectual Property created by IESO Staff, including, but not limited to:
 - 21.1. All domestic and foreign patents, and their applications, and all reissues, divisionals, continuations, renewals, extensions, and their continuations-in-part.

- 21.2. All inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, confidential business information, know-how, technology, technical data, schematics, and customer lists, and all documentation relating to any of these.
- 21.3. All copyrights, copyright registrations, and their applications, and all other rights corresponding to these throughout the world.
- 21.4. All trade names, domain names, corporate names, trade dress, distinguishing guises, logos, slogans, brand names, or trademarks:
 - i. Registered or common law.
 - ii. Used with wares or services.
 - iii. Including the goodwill attaching to such trademarks.This includes all registrations, and applications for their registration.
- 21.5. All computer programs, applications, databases, and software (both in source code and object code form), and any proprietary rights in those computer programs, applications, databases, and software, including documentation and other materials related to these.
- 21.6. All integrated circuit design, mask work, or topography registrations, or their applications.
- 21.7. All industrial designs and applications for (and registration of) industrial designs, design patents, and industrial design registrations.
- 21.8. All income, royalties, damages, and payments (now and from this time) due and/or payable with respect to any of the foregoing, including (without limitation) damages and payments for past or future infringements or their misappropriations.
- 21.9. All legal and equitable rights subsisting in, or related to, any of the above, including all rights to sue for past, present, and future infringements or misappropriations of any of the foregoing.
- 21.10. Any other intellectual or industrial property whatsoever, including:
 - i. Any and all technology, laboratory notebooks, technical information, formulae, computer hardware, drawings, graphics, designs, concepts, ideas, apparatuses, Processes, research data, research tools (including, without limitation, other tangible research property and devices), books, manuals, program packages, and educational materials.
 - ii. Any compilation of any of the above, and any derivative works based in whole or in part on any of the above, regardless of the manner or medium (whether now known or hereafter devised) in which such material may be created, maintained, or stored from time to time.

- iii. Any other intellectual or industrial property rights or other proprietary rights recognized or protectable under any laws or treaties or international conventions throughout the world.
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- 22. A **Personal Work** is a work that is prepared by IESO Staff outside the course of their employment, affiliation, or collaboration with the IESO, and without the use of IESO resources.
 - 23. A **Policy** describes accountabilities and responsibilities. While accountabilities are not delegated, responsibilities may be delegated by the person who is accountable.
 - 24. A **Process** is a sequence of logically related tasks that IESO Staff perform to achieve a defined business outcome.
 - 25. A **Record** is information created, received, and maintained as evidence by an organization or person in the transaction of business, or in the pursuance of legal obligations, regardless of media. A Record can also be thought of as information that holds operational, legal, fiscal, vital, or historical value.
 - 26. **Third Party Vendor** means an independent contractor for services engaged by the IESO for the express purpose of creating or otherwise making a substantial inventive or original contribution to any Intellectual Property. In particular, Third Party Vendors include external consultants, such as graphic designers and architects hired by the IESO.