

National Cybersecurity Consortium Intellectual Property Procedure



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Intellectual Property (IP), Procedure on

Classification NCC Core Principles	Table of Contents
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1 Purpose

The National Cybersecurity Consortium (NCC) Intellectual Property Procedure describes processes used by default to manage IP processes both internally and from funders. Specific requirements placed on IP by specific funders will be covered in a corresponding procedure when required and may supersede the procedures described in this document.

2 Scope

The objective of this Policy is to provide a framework for IP activities within the NCC to help foster the creation, use, protection, ownership, commercialization, and enforcement of, and access to, any IP associated with Network Activities. The policy is applicable across the full set of NCC activities that may hold or generate intellectual property.

This Policy applies to:

- NCC employees and contractors
- NCC Funded Projects: note that this is the core procedures applied to all funding programs unless superseded by another agency/program specific procedure. When such a document is silent on a particular issue, the procedures described here apply.

3 Definitions

In this procedure:

- a) *Background Intellectual Property (BIP)*: means Intellectual Property that is pre-existing IP brought into a project either as a foundational element or used to create Eligible Project Intellectual Property.
- b) *Eligible Project*: means a project undertaken by an Ultimate Recipient supported materially by the NCC.
- c) *Eligible Project Intellectual Property (EPIP)*: all Intellectual Property conceived, produced, developed, or reduced to practice in carrying out an Eligible Project that is supported by the NCC, the Ultimate Recipients and/or any of their affiliates or any of their employees, agents, contractors, or assigns.
- d) *Intellectual Property (IP)*: means all ideas, data, improvements, inventions or discoveries, whether or not patented or patentable, proprietary commercial and technical information, whether or not constituting trade secrets, and all copyrightable works, industrial designs, integrated circuit topographies, models, and trademarks, whether or not registered or registrable.
- e) *Intellectual Property (IP) Owner*: an entity that makes a substantive, creative, inventive, or individual contribution to the development of IP.
- f) *Participant*: means any individual, legal or personal representative, partnership, corporation, limited liability corporation, incorporated syndicate, unincorporated or incorporated association, trust or governmental body, or organization that participates in a project funded by or through the NCC.
- g) *Activity*: actions, discussions, or collaborations that generate claimable EPIP.
- h) *Ultimate Recipient*: means an organization selected by the NCC to receive funding to carry out Eligible Projects.

4 Procedures

4.1 Ownership:

All EPIP generated is owned by the entity who made a substantive, creative, inventive, or intellectual contribution to the development of such IP (each is an "IP Owner"). An IP Owner shall have the right to license or grant the use, on a non-exclusive basis, of the EPIP to another in the context of IP commercialization.

Each IP Owner shall ensure that it owns the BIP or holds sufficient rights to the BIP to permit the Eligible Projects to be carried out and the EPIP to be exploited.

4.2 BIP Use:

Background IP used in the production of EPIP or for subsequent commercialization must be appropriately licensed or owned by the participants. Any ongoing exploitation of EPIP that utilizes BIP must be continuously licensed. This includes the use of any Open-Source resources.

4.3 Exploitation of EPIP:

The NCC strongly encourages all project participants to define rights to EPIP explicitly and in writing in advance of starting a project.

Unless otherwise agreed to in writing by the parties, each IP Owner has the right to patent (including software patents), trademark, copyright or in some other legal way protect their EPIP.

In the absence of a written agreement, the joint IP Owners will do what is reasonably necessary to permit the filing and prosecution of any filings (patents, copyright, trademark, etc.) by the joint IP Owners interested in doing so. The joint IP Owners agree to reasonably cooperate with a joint IP Owner should it wish to enforce its right in any such EPIP, at the cost of the joint IP Owner wishing to enforce such rights.

In the event that not all joint IP Owners desire to file a patent application on the jointly owned EPIP, the joint IP Owner desiring to file a patent application has the right to do so. The other joint IP Owners cooperate reasonably with the preparation and prosecution of such applications but bears no costs. Such filings (patent, copyright, trademark, etc.) are not jointly owned, and the joint IP Owner prosecuting the patent has the sole rights, title and interest therein, granting the other joint IP Owner(s) an irrevocable, worldwide, royalty-free, non-exclusive license under such patents to make, have made, use, have used, sell, offer to sell, modify, develop or otherwise exploit the subject matter of such patent for its own products and services.

4.4 Infringement and Enforcement of IP:

Each of the NCC, URs, and project Participants shall ensure that no person or entity has alleged that its BIP, or its use by others, including the URs, the NCC, and the Participants, infringes or misappropriates the IP rights that are owned or controlled by them.

Although the NCC holds no stake in EPIP nor will it engage in conflicts over IP, each IP Owner is obliged to notify the NCC if it becomes aware of any alleged infringement of EPIP during the term of the UR Agreement, along with their plan for enforcement of any EPIP, within 30 days of becoming aware of such infringement.

The UR shall make reasonable efforts to ensure that they, nor other project Participants, infringe on any IP rights of others while performing project activities.

4.5 Governance:

The Scientific Director and Executive Director shall provide an annual report on IP activities reported across the NCC including its funded projects.

4.6 Stakeholder IP Support:

The NCC will work with its various stakeholders including members, affiliates, funders and others to provide advice and direction on managing IP in their activities. This could include template IP agreements and licensing terms along with best practice advice, training and educational activities in enhance general knowledge about IP management, and/or connections across the stakeholder community to support the larger cybersecurity/privacy ecosystem.

4.7 Strategic Planning:

The NCC adopts positive measures to support IP-related activities by:

- Raising awareness among NCC staff and management about their responsibilities with respect to IP.
- Seeking and identifying opportunities and strategies for increasing awareness of and positive outcomes related to IP.
- Building IP-related activities into its strategic planning processes.

The NCC incorporates IP-related considerations throughout project lifecycles

(including the project proposal, selection, delivery, and evaluation stages) of any awards process.

4.8 Dispute Resolution:

The NCC is not directly involved in IP dispute resolution but encourages all participants to clarify IP considerations in advance of a project's start. The NCC encourages all participants to be reasonable in their approach to IP issues including starting with informal discussions aimed at resolving any issues. If this is not sufficient to reach a resolution, the NCC encourages all to seek an arbitrated resolution in advance of initiating more legalistic resolution strategies.

5 Responsibilities:

Not applicable.

6 Approval Authority:

- a) Ensure appropriate rigour and due diligence in the development and revision of the corresponding policy

7 Approval Officer:

- a) Ensure procedure is consistent with terms of corresponding NCC IP Policy;
- b) regularly review the policy and related procedures to ensure consistency in practice;
- c) sponsor the revision of this policy and related procedures when necessary.

8 Implementation Authority

- a) ensure that any requisite resources are available and committed;
- b) ensure that all necessary legal obligations are met;
- c) ensure that the funding sources are consistent with claim eligibility;
- d) sign, and/or secure the necessary signatures, on any documentation.
- e) work closely with funding agencies and the Board to ensure consistency with policy.

9 Related documents

- NCC IP Policy

10 History

- Inaugural Procedure: December 2024