

# **Summary of the important points from the UofA CNTRP Coalition Agreement:**

*Please note: this is only a summary of the terms and obligations covered in the UofA CNTRP Coalition Agreement – please refer to the full agreement for original and binding terms. The UofA CNTRP Coalition Agreement was signed on April 15, 2014 and is between the University of Alberta and 29 other universities and institutions across Canada that have researchers involved in the CNTRP.*

## **Purpose of the coalition agreement**

The purpose of the CNTRP coalition agreement is to establish the CNTRP governance structure and to set forth the rights and obligations of the Members regarding their participation in the CNTRP regarding Confidential Information, Patentable Research Results and publication of Research Results in order to advance the CNTRP Goals. (section 2.1)

**The CNTRP Director**, Dr. Lori West, is responsible for the success and performance of the CNTRP and shall, following consultation with or consideration of recommendations of the Executive Council and the External Advisory Board, have final decision making authority on all financial, programmatic and strategic aspects of the CNTRP including the establishment of each Annual Budget and the CNTRP Research Plan for each fiscal year (section 4.3).

## **OWNERSHIP OF RESEARCH RESULTS** (section 6.0)

Research results created solely by a CNTRP Researcher shall be owned by that researcher and their institution and Research Results created jointly by several CNTRP Researchers of more than one institution shall be jointly owned in proportion to their respective contributions as determined by those institutions, acting reasonably and in good faith.

Each researcher shall cooperate in identifying and designating ownership of Research Results based on creation or inventorship and shall provide such information and assistance as may be reasonably required in order to determine the contributions of each Member to such creation or inventorship.

## **CONFIDENTIALITY, PUBLICATION AND LICENSE BETWEEN RESEARCHERS** (section 7.0)

Each researcher shall disclose their Research Results with other CNTRP researchers as well as to the Director.

CNTRP Researchers may also disclose Confidential Information and Research Results to other CNTRP Researchers that will help with the conduct of CNTRP Research or in activities of the CNTRP Coalition. Confidential Information shall be maintained in confidence and protected by the receiving researcher with at least the same degree of care as it uses to protect its own confidential information (section 7.1). This information can only be used for other CNTRP research activities and can only be disclosed publicly with explicit permission from the owner of the information (section 7.4)

CNTRP Institutions will grant to each other a royalty-free, perpetual, non-exclusive license to use Research Results of which the granting institution is an owner (section 7.3).

## **Publication of CNTRP Research Results**

The diffusion of scientific knowledge is a goal of the CNTRP Coalition and, as such, timely publication of the Research Results must be enabled.

CNTRP Researchers who produce Research Results may publicly disclose these results by presentation at conferences and other meetings and/or by publishing in journals, books and other media in accordance with the following process:

- the researcher must give at least fifteen (15) days advance written notice to the relevant Project or Core Lead(s) and to every other researcher who participated in the creation of the Research Results (section 7.8)

### **Important Definitions from the Coalition Agreement:**

**“Biological Materials”** means all organic materials and samples used in or arising from the CNTRP, including all cells, cell lines, cell parts, nucleic acids, vectors, plasmids, clones, microorganisms, organisms, antibodies, antigens, test plates, proteins, reagents, chemicals, compounds, physical samples, models, specimens, or any and all replications, progeny or derivatives. (section 1.5)

**“Confidential Information”** means all research results, and any and all other confidential or proprietary data or information including but not limited to that of technical, scientific, financial, business, personal or other nature and all manufacturing, marketing, sales and distribution data and information, all scientific and test data and information, documents, data, methods, techniques, formulations, operations, know-how, experience, skill, trade secrets, computer programs and systems, secret processes, practices, ideas, inventions, designs, devices, samples copyrights, publication, reports, plans and drawings whether disclosed in electronic, written graphic or other tangible form or orally by a researcher to another researcher (section 1.16).

**“Research Results”** means any and all outcomes, both tangible and intangible, conceived, created, discovered, developed, invented or first reduced to practice directly in the undertaking of CNTRP Research including but not limited to results or findings, information, data, audiovisual and computer material or equivalent circuitry, computer software, business, technical or scientific knowledge, know-how, procedures, inventions, technical information, formula, products, plans and Biological Materials but does not include personally identifying health information under any applicable legislation (section 1.28).