



## INTELLECTUAL PROPERTY POLICY

### Policy Statement

1. Employees, volunteers, contractors and athletes will be developing or creating intellectual property related to the business of AthletesCAN. As such, AthletesCAN has identified a need for clear rules governing Intellectual Property in order to promote a climate that is conducive to research, invention and innovation at AthletesCAN.

### Definitions

2. The following capitalized terms shall have the following meanings in this *Intellectual Property Policy*:
  - a. "Individuals" shall mean but is not limited to:
    - i. Those employed by AthletesCAN, in a teaching, research or management position or role;
    - ii. An independent contractor engaged under a contract for services with AthletesCAN; and
    - iii. Any volunteer that works with AthletesCAN.
  - b. "Intellectual Property" or "IP" shall mean and include ideas, trademarks, service marks, logos, trade names, business names, patents, registered designs, rights in any format or presentation (including its look, feel, visual or other non-literal elements), business or domain names, e-mail addresses, copyrights (including any such rights in typographical arrangements, websites or software), rights in inventions, original work of authorship, design, formula, discovery, patent, copyright, technology, computer software or hardware, know-how, trade secrets, rights in databases and all other intellectual property rights (registered or unregistered) of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and any applications to register or rights to apply for registration of any of the former mentioned;
  - c. "Policy" shall refer to this *Intellectual Property Policy* unless otherwise stated.

### Purpose

3. The purpose of this Policy is to ensure that any and all Intellectual Property developed by Individuals subject to this Policy will be deemed owned fully and completely by AthletesCAN.

### Application

4. This Policy applies to Individuals as defined in Section 2(a).

### Employees/Contractors/Volunteers

5. AthletesCAN will own the Intellectual Property rights in all Intellectual Property and anything an Individual creates in the course of their duties and responsibilities with AthletesCAN, unless otherwise agreed in writing.
6. Ownership of Intellectual Property created by Individuals in the course of their providing services to AthletesCAN in a capacity other than as employees ordinarily should be determined by prior agreement, but in the absence of such a prior agreement AthletesCAN shall own the Intellectual Property.

### Ownership

Approved by Board of Directors on March 31, 2016.

7. Ownership of all Intellectual Property developed by Individuals in the performance of their duties with AthletesCAN will vest with AthletesCAN.
8. AthletesCAN will have perpetual, royalty-free, exclusive license to use, reproduce or distribute all Intellectual Property, or any part thereof, for any purpose it wishes for commercial ventures or any other manner.
9. All Intellectual Property will remain the property of AthletesCAN and upon the request of AthletesCAN, the Individual will return all Intellectual Property received or in the possession of the Individual in written or tangible form, including copies, or reproductions or other media containing such Intellectual Property, immediately of such request.
10. Individuals agree to notify AthletesCAN upon any actual, threatened or suspected infringement of the AthletesCAN's Intellectual Property of which they become aware.
11. All Individuals will sign any required documentation to enforce the requirements of the Policy.

#### **Publication**

12. AthletesCAN will not be restricted from presenting at conferences, symposia or professional meetings, or from publishing in abstracts, journals, theses, or dissertations, or otherwise, whether in print or in electronic media any Intellectual Property.

#### **Confidentiality**

13. Individuals will not, at any time, disclose, publish, communicate or divulge to any third party, unauthorized party, firm, corporation or parties any confidential information concerning the business, affairs or Intellectual Property of AthletesCAN. Confidential information refers to information that is not generally or publicly known that was learned, discovered, developed, conceived, originated, or prepared by the Individual.

#### **Compliance**

14. This Policy is issued with the authority of the Board of Directors of AthletesCAN. Compliance with this Policy is mandatory. Any breach of or failure to comply with this Policy may lead to disciplinary action.
15. In the event of any breach or threatened breach by an Individual, AthletesCAN may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect AthletesCAN against any such breach or threatened breach.