



COVID-19 Recovery Research Program – Note on Intellectual Property

The COVID-19 Recovery Research Program is intended to support research that increases understanding of the COVID-19 pandemic's direct and indirect impacts on Yukon and Yukoners, and support recovery from those impacts. To that end, open and timely access to the results, including through the Government of Yukon Open Data portal, is desired. However, we acknowledge that this may not be possible in all cases, and that some information may not be freely shared without impacting individuals, communities or organizations. We offer the following guidelines regarding the protection of Intellectual Property (IP).

1. Authors of a publication are those who have made a significant intellectual or other substantive contribution to the work, without which the work would not be complete. Attribution of authorship does not confer ownership of IP rights, which are to be determined based the agreement reached among partners and contributors, subject to applicable legal principles or institutional requirements.

In the case of a government employee as project lead, for example, the Government, rather than the author or author(s) may hold IP rights. Academic researchers working in partnership with other organizations or communities may hold complete or partial IP rights depending on any agreements, the content, and other considerations.

2. All contributors to research projects will receive appropriate recognition, which could include recognition as a collaborating partner or knowledge creator; through an acknowledgement or citation in published work; or through another appropriate means.
3. For research conducted in partnership with a First Nation, ownership of IP rights must be determined in whole or in part by the regulations of the First Nation. This could include principles defined in OCAP: Ownership, Control, Access and Possession, or in locally defined information governance protocols. The leader of the research project must make participants in these research activities aware of any such stipulations.
4. Indigenous people and their communities will retain their rights to any Indigenous knowledge and cultural practices and traditions that are shared with a researcher. The researcher must support mechanisms for the protection of such knowledge, practices



and traditions. Explicit consent of the knowledge holders is required for knowledge sharing, in an agreement or document that clearly outlines the parameters of how the knowledge will be shared, limitations on future use, and any requirements for involvement of the knowledge holders in interpretation.

5. Community and individual concerns over, and claims to, IP should be explicitly acknowledged and addressed in the negotiation with the community prior to starting the research project. Expectations regarding IP rights of all parties involved in the research should be stated in the research agreement, where applicable.
6. Research with explicit commercial objectives and/or direct or indirect links to the commercial sector should be clearly communicated to all research partners, from the initial stage of planning, and prior to initiation of work. The funder will take no position in IP arrangements negotiated between industry and academic partners, and holds no claim to proprietary information included in or generated from a funded research project. IP agreements negotiated amongst partners will be respected by the funder.
7. Where results will not be published in an open access journal or database, are protected due to proprietary or other concerns, or where public access is delayed due to publishing or institutional requirements, justification is required in a research agreement or research agreement amendment. A summary of project outcomes is required in these cases – less any confidential details.