

## XII. GENERAL INFORMATION

### Centre for International Programs

The Centre for International Programs, the first of its kind in Canada, aims to facilitate, stimulate and support a continuously growing range of University involvement in international activities. This goal is accomplished by developing and maintaining contacts with university partners around the world, supporting study abroad programs, and providing liaison with government agencies, private sector companies and non-governmental organizations. The Centre provides information on international opportunities and resources to students and faculty, and manages the University's student exchange programs. The Centre contributes to university policy on internationalization and serves as a focal point for links with other universities, government agencies, and private sector firms wishing to cooperate with the university in international activities.

### Diversity and Human Rights

This located at the north side of the campus at Fielding House, 15 University Avenue East. All enquiries are confidential. Office hours are Monday-Friday: 8:45a.m.- 4:45p.m. Phone: 824-4120, ext. 53000; TTY: 767-0615; Website: <http://www.uoguelph.ca/hre/>.

*"The University of Guelph Diversity and Human Rights (DHR) is dedicated to the removal of all systemic barriers, discrimination and harassment and will engage in advocacy within the university community towards this end."*

*(Mission Statement, Diversity and Human Rights)*

The University of Guelph prohibits harassment or discrimination in work, study, residential and university life on the basis of: **race, colour, ancestry, place of origin (where you were born), ethnic background, citizenship, creed (religion), sex, disability, sexual orientation, age, marital status, and family status**. In some cases, discrimination includes unfair treatment on the basis of the receipt of public assistance or a pardoned criminal offense.

The Ontario Human Rights Code and the Canadian Human Rights Act, as well as the University's Sexual and Gender Harassment Policy and Procedure and Interim Human Rights Procedure, prohibit harassment or discrimination on the basis of these grounds. The University of Guelph is currently developing a comprehensive human rights policy and complaints procedure to integrate and replace these existing policies and procedures.

The University's human rights policies and complaint procedures are available on the DHR Web Page at <http://www.uoguelph.ca/hre/>.

### Definitions

**Harassment** is defined as any attention or conduct (oral, written, graphic or physical) by an individual or group who knows, or ought reasonably to know, that such attention or conduct is unwelcome/unwanted, offensive or intimidating.

**Discrimination** is defined as the denial of equal treatment, civil liberties, and/or opportunity to a group or member of the group on the basis of: race, colour, ancestry, place of origin, ethnic background, citizenship, creed (religion), sex, disability, sexual orientation, age, marital status, family status and, in some cases, receipt of public assistance or a pardoned criminal offense. Discrimination may be systemic wherein the policies and practices that have become standard in established

institutions appear to be neutral but result in the exclusion of certain groups.

### Inquiries and Complaints

Members of the University community (including students, staff and faculty) have the right to seek confidential advice and information about concerns or complaints regarding harassment or discrimination. The DHR may assist individuals to resolve complaints by serving as a resource to the parties involved, providing mediation, or facilitating the University's human rights concern and complaint resolution procedures.

In addition, any party may consult with the DHR regarding an administrative, managerial or curriculum decision which may relate to a human rights or equity issue. The DHR also provides human rights education and training and works in partnership with the University constituents on matters of educational and employment equity.

### Services

The DHR provides the following services to members of the University: information and advice regarding discrimination and harassment; facilitation of an internal human rights complaint procedure; mediation to resolve complaints; resource information on human rights and equity issues; training and education; participation on university committees; and research development and evaluation of equity initiatives.

### Policy on Intellectual Property

The University of Guelph (the "University") is one of the most research intensive universities in Canada, and has a long history of high-quality, innovative research that changes lives and improves life. The University is committed to enabling and supporting the people and partnerships that advance the quality, pre-eminence and societal value of the University's research and creative endeavors.

It is recognized that in the course of research, new Intellectual Property will be created that may be commercially valuable and that may require patent or other protection in order to reach its full potential. Accordingly, the goal of this Policy is to encourage the creation of Intellectual Property and to facilitate its development and commercialization, while preserving the principles of academic and intellectual freedom.

No Personnel will be obliged to engage in the commercial exploitation of the results of their University Activities or to provide commercial justification for it, except as required in any grant application, award, or Contract.

The fundamental principle of this Policy is that, subject to the specific exceptions set out herein, Intellectual Property is owned by those who create it.

This Policy replaces the Inventions Policy (1991), the Copyright Policy (1989) and the Software Creation Policy (1989). It does not replace or supersede any other policy or collective agreement.

This Policy is effective as of May 1, 2014 and is not retroactive. This Policy applies to all Personnel.

### Section 1: Definitions

1. "Commercialization" means the patenting, marketing, manufacturing, sale, distribution, licensing, sublicensing, transferring, granting of rights of use or leasing of Intellectual Property or products or services covered by, claimed by, or incorporating Intellectual Property.

2. "Contract" means a written agreement between the University and a Personnel and/or a third party. Contract shall also mean the terms or conditions under which funding is provided to the University to support the Personnel's University Activities.
3. "Copyright" means the rights granted under the Copyright Act, RSC 1985, c-42, as amended from time to time.
4. "Creator" means the person or persons who creates, conceives, designs, discovers, develops, invents or authors Intellectual Property.
5. "Intellectual Property" means any result of intellectual or artistic activity and includes, but is not limited to Works, Tangible Research Property, software, databases and database layouts, Inventions, industrial or artistic designs, trade-marks, trade names, domain names, integrated circuit topographies, know-how and trade secrets, whether or not registerable or registered or protected under the law.
6. "Invention" means the rights associated with any patentable or potentially patentable idea, discovery or know-how and any associated or supporting technology that is required for development or application of the idea, discovery or know-how.
7. "Moral Rights" means the Canadian statutory rights of an author of a work in which Copyright subsists to be associated with the work and to prevent the distortion, mutilation or modification of the work to the prejudice of the honour and reputation of the author.
8. "Net Revenue" equal those gross receipts that the University is entitled to retain from Commercialization activity, less:
  - a. the University's out-of-pocket costs and fees associated with securing, maintaining and enforcing intellectual property protection such as patenting and litigation expenses,
  - b. out-of-pocket costs incurred by the University in the licensing of the intellectual property and
  - c. any out-of-pocket expenses in making, shipping or otherwise distributing Tangible Research Property.
9. "Personnel" means one or more individuals carrying on the University Activities, paid or unpaid and who is/are not a Member as defined in the Collective Agreement between the University of Guelph and the University of Guelph Faculty Association. Personnel include but are not limited to, Professor Emeriti, staff, students, sessional lecturers, post-doctoral fellows, volunteers and adjunct faculty. In the absence of a Contract governing new Intellectual Property created during their visit, visiting scientists and visiting students are considered Personnel for the purpose of this Policy.
10. "Principal Investigator" means the Personnel who is identified as principally responsible for the performance and supervision of research associated with a Contract.
11. "Tangible Research Property" means plant germplasm, cell lines, organisms, proteins, plasmids, DNA/RNA, chemical compounds, transgenic animals and other materials useful for research or for commercial purposes for which patent applications are not filed or, if filed, do not issue.
12. "University Activities" means activities which are carried on by Personnel in the course of their employment or association with the University, or using University funds, facilities, equipment or other resources.
13. "Work" means original literary, dramatic, musical and artistic work and includes every original production in the literary, scientific or artistic domain, whatever maybe the mode or form of its expression such as websites, books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, including distance

education, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, and other works of art.

## Section 2: Copyright

1. Copyright belongs to Personnel who create Work, even if it is produced during the course of their University Activities, except in those cases where:
  - a. there is a pre-existing Contract that assigns the ownership rights to the University or to a third party; or
  - b. the Work is produced according to Section 2.2.
2. No Personnel shall claim any rights, and the University reserves to itself the ownership rights in any Works that are:
  - a. encompassed within section 2.1(a) above;
  - b. produced by Personnel at the specific request or direction of the University;
  - c. produced by Personnel employed for the express purpose of creating or producing Works, or where there is an explicit requirement in a Personnel's job description for this responsibility;
  - d. an assessment, grading, report or correspondence produced pursuant to Personnel's University Activities;
  - e. Works provided to a Personnel to assist in carrying out their duties and modified by the Personnel, such as a laboratory manual; or
  - f. produced and designed to assist in the day-to-day administration of the University's affairs.
3. Personnel shall not be required to waive their Moral Rights.
4. In the event that Work is the creation of more than one Personnel, the provisions of this Policy shall apply on a pro rata basis to all the Creators of the Work, unless a written agreement among the Creators, or a Contract states otherwise.
5. Where a Work is owned by a Personnel, Personnel may enter into an agreement with the University, at each party's discretion, for the performance of commercialization activities such as evaluation, marketing and negotiation of licenses. The Creator(s) will be entitled to receive seventy-five percent (75%) of Net Revenues received by the University as a result of successful commercialization of a Work owned by a Personnel.
6. The University may, at any time, elect to terminate or relinquish its rights in any Work. In the event that the University or assignee relinquishes its rights in any Work, all Intellectual Property rights shall revert back to the Creator(s). In the event that any Creator is deceased, the rights shall revert to the estate of that Creator.
7. All Personnel who own Copyright pursuant to this Policy hereby grant to the University:
  - a. a nonexclusive, royalty-free, irrevocable and non-transferable license to use such works in other, non-commercial teaching and/or scholarly, research or creative activities of the University, subject to copyright requirements of academic journals and other vehicles of scholarly publication; and
  - b. in the case of written works submitted as partial fulfillment of the requirements for completing a degree at the University, the non-exclusive right to reproduce, translate, and/or distribute the

written work worldwide in print and electronic format and in any medium, including but not limited to audio or video.

This license shall not apply to a Personnel's personal documents, including unpublished lecture notes, course notes, lab notes or any work-in-progress.

### Section 3: Inventions and Tangible Research Property

1. Inventions and Tangible Research Property belong to Personnel who create the Invention or Tangible Research Property, even if it is produced during the course of their University Activities, except in those cases where:
  - a. there is a pre-existing Contract that assigns the ownership rights to the University or to a third party; or
  - b. the Invention or Tangible Research Property is created according to Section 3.2.
2. No Personnel shall claim any ownership, and Personnel hereby assign ownership to the University in any Inventions or Tangible Research Property that is:
  - a. encompassed within section 3.1(a) above;
  - b. produced by Personnel at the specific request or direction of the University; or
  - c. produced by Personnel employed for the express purpose of creating or producing Inventions or Tangible Research Property, or where there is an explicit requirement in a Personnel's job description for this responsibility.
3. Prior to proceeding with a patent application or Commercialization activity, Personnel shall provide written disclosure to the University of any Invention made by them. Such disclosure shall assert whether ownership of the Invention is claimed by Personnel according to this Policy and the Personnel's intention to pursue Commercialization independently or with the assistance of the University. If the University fails to challenge in writing the assertions of the Personnel within three (3) months of the receipt of disclosure of the Invention, the University shall be deemed to have accepted as accurate the assertions set out in the disclosure. Failure by a Personnel to disclose an Invention shall not terminate or waive any potential claim by the University regarding Intellectual Property rights.
4. Subject to section 3.3, where Personnel own an Invention or Tangible Research Property according to this Policy, they may, at their sole discretion, make arrangements for protection and Commercialization at their sole expense and benefit.
5. Where an Invention or Tangible Research Property is owned by Personnel, Personnel may enter into an agreement with the University, at each party's discretion, for the performance of commercialization activities such as evaluation, patent protection, marketing and negotiation of licenses. The Creator(s) will be entitled to receive fifty percent (50%) of Net Revenues as a result of commercialization of an Invention or Tangible Research Property by the University.
6. Where an Invention is owned by the University, Personnel may enter into an agreement with the University, at each party's discretion, for the performance of commercialization activities such as evaluation, patent protection, marketing and negotiation of licenses. The Creator(s) will be entitled to receive fifty percent (50%) of Net Revenues as a result of Commercialization of an Invention by University.
7. Where Tangible Research Property is owned by the University according to Section 2, University reserves to itself all ownership rights and revenues.

8. The University reserves to itself and Personnel shall grant a fully paid-up, non-exclusive, royalty-free, irrevocable and non-transferable license to use any Personnel-owned Invention or Tangible Research Property made, discovered or developed using the University's facilities, support personnel, support services, equipment or materials, for academic and research purposes.
9. In the event that an Invention or Tangible Research Property is the creation of more than one Personnel, the provisions of this article apply on a pro rata basis to all the Creators unless a written agreement or Contract states otherwise.
10. The University may, at any time, elect to terminate or relinquish its rights in any Invention or Tangible Research Property. In the event that the University or any other assignee relinquishes its rights in any Invention, all Intellectual Property rights shall revert back to the Creator(s). In the event that any Creator is deceased, the rights shall revert to the estate of that Creator.

### Section 4: Additional Items

1. The Principal Investigator has the duty to inform any collaborators or co-investigators, including all Personnel involved in the research, of the terms of any Contract governing the research, including terms related to ownership or Commercialization of Intellectual Property.
2. The name "University of Guelph" and abbreviations thereof, and the logos of the University of Guelph and their component parts, are trademarks and service marks of the University and are owned by the University. Personnel will take all reasonable and practicable steps to ensure that the name of the University and such other trademarks and service marks are not used in connection with Intellectual Property without the prior written agreement of the University. No statement made by a Personnel with respect to Intellectual Property may, in any way, imply approval, promotion or use of such Intellectual Property by the University without the prior written agreement of the University. Notwithstanding the foregoing, nothing shall prevent Personnel from stating their employment, rank and title in connection with Intellectual Property.
3. This Policy is effective as of its implementation, and all Contracts between a Personnel and the University made prior to this date will be governed under the terms of those Contracts and the applicable policies in place at the time of the Contract.
4. Subject to Section 5, the Vice-President (Research) is responsible for making such determinations as are necessary under this Policy.

### Section 5: Dispute Resolution

1. It is recognized that disputes may arise between the University and Personnel with respect to Intellectual Property and the implementation of this Policy. When disputes arise, every effort shall be made by all parties acting in good faith to resolve disputes at the lowest possible level.
2. If a dispute cannot be resolved informally, the matter will be referred to the Vice President (Research) (or their delegate), who will consult with others as appropriate and issue a written decision.

### Section 6: Policy Review and Procedures

1. The Vice President (Research) is authorized to develop and up-date procedures to aid implementation of the Policy.
2. Amendments to the Policy require the approval of the Board.
3. The Board of Governors will review this Policy at least every five (5) years.

## Code of Student Community Standards

The purpose of the Code of Student Community Standards (the “Code”) is to define the responsibility of The Humber College Institute of Technology and Advanced Learning and University of Guelph-Humber (hereinafter referred to as “the College” or “Humber”) students to act in a manner that respects the rights, safety and well-being of others. The goal and responsibility of the College is to provide an academic community encompassing all aspects of college/university life, such that the pursuit of education and personal growth can take place in a caring, respectful, safe and welcoming environment. The intent of the Code is to provide a framework to resolve issues when respect for the rights of others break down and informal resolution is not possible. By enrolling, students accept and acknowledge their rights and responsibilities within this policy document.

In the context of the Code, all references to Humber are inclusive of both Humber College and the University of Guelph-Humber. <https://humber.ca/knowthecode/codes-community-standards/>.

The Code applies to all students (as defined herein) in relation to non-academic student conduct where activities or actions are a component of the relationship between the student and the College, including members of the College community such as College faculty, staff, other students and community members at large. This relationship begins at the time of admission or registration in a program or course through to the completion of the course or graduation, including withdrawals from the program.

## Statistics Canada - Notification of Disclosure

Statistics Canada is the national statistics agency. As such, Statistics Canada carries out hundreds of surveys each year on a wide range of matters, including education.

In order to carry out such studies, Statistics Canada asks all colleges and universities to provide data on students and graduates. Institutions collect and provide to Statistics Canada student identification information (student’s name, student ID number, Social Insurance Number), student contact information (address and telephone number), student demographic characteristics, enrolment information, previous education and labour force activity.

The Federal Statistics Act provides the legal authority for Statistics Canada to obtain access to personal information held by educational institutions. The information may be used only for statistical purposes, and the confidentiality provisions of the Statistics Act prevent the information being released in any way that would identify a student.

Students who do not wish to have their information released are able to ask Statistics Canada to remove their identification and contact information from the national database. For further information, please see Statistics Canada’s web site at <http://www.statcan.ca/> or write to:

Postsecondary Section, Centre for Education Statistics  
17th Floor, R.H. Coats Building  
Tunney’s Pasture  
Ottawa, Ontario  
K1A 0T6.

## University ID Cards

A University ID Card is issued to each student registered at the University. The following regulations apply:

1. The University of Guelph-Humber Card must have: the University of Guelph-Humber logo; the cardholder’s surname, first name and identification number; a colour photograph of the cardholder; a bar code for Library check-out privileges; a magnetically encoded stripe on the back of the card; and a brief summary of the rules and regulations for use of the card.
2. The Card is the property of the University of Guelph-Humber.
3. The Card is not transferable and the cardholder will be responsible for all use made of the Card unless and until written notice is received by the Office of Registrarial Services.
4. Presentation of the Card will be required before certain University services will be extended. University services may be denied to an individual who does not present a valid card.
5. The Card may not be retained as collateral for any University service except for those services holding and displaying a permit, signed by the Registrar authorizing the withholding of the student, faculty or staff identification card for short periods while that person is utilizing the services offered.
6. A University Card will be issued to each new student. New students who do not obtain a card must contact the ID Card Centre at Registrarial Services (GH108) for assistance.
7. The University of Guelph-Humber ID Card colour photo must show a clear, front view of the applicant’s full face. Hats, headbands or sunglasses may not be worn in the photo. The applicant’s eyes must be open and looking directly ahead. Head coverings worn for religious or medical reasons can be worn but must not cover any part of the applicant’s face. The head covering must not obscure or obstruct a full front view of the applicant’s face, nor can it cast a shadow on the face. Persons with a niqab or burka who require their University ID Card be issued at the University of Guelph-Humber campus will have a female staff member photograph and verify the individual’s identity in a private setting.
8. Loss or finding of the University Card should be reported to the ID Card Centre at Registrarial Services.
9. A service charge will be levied for replacement cards.