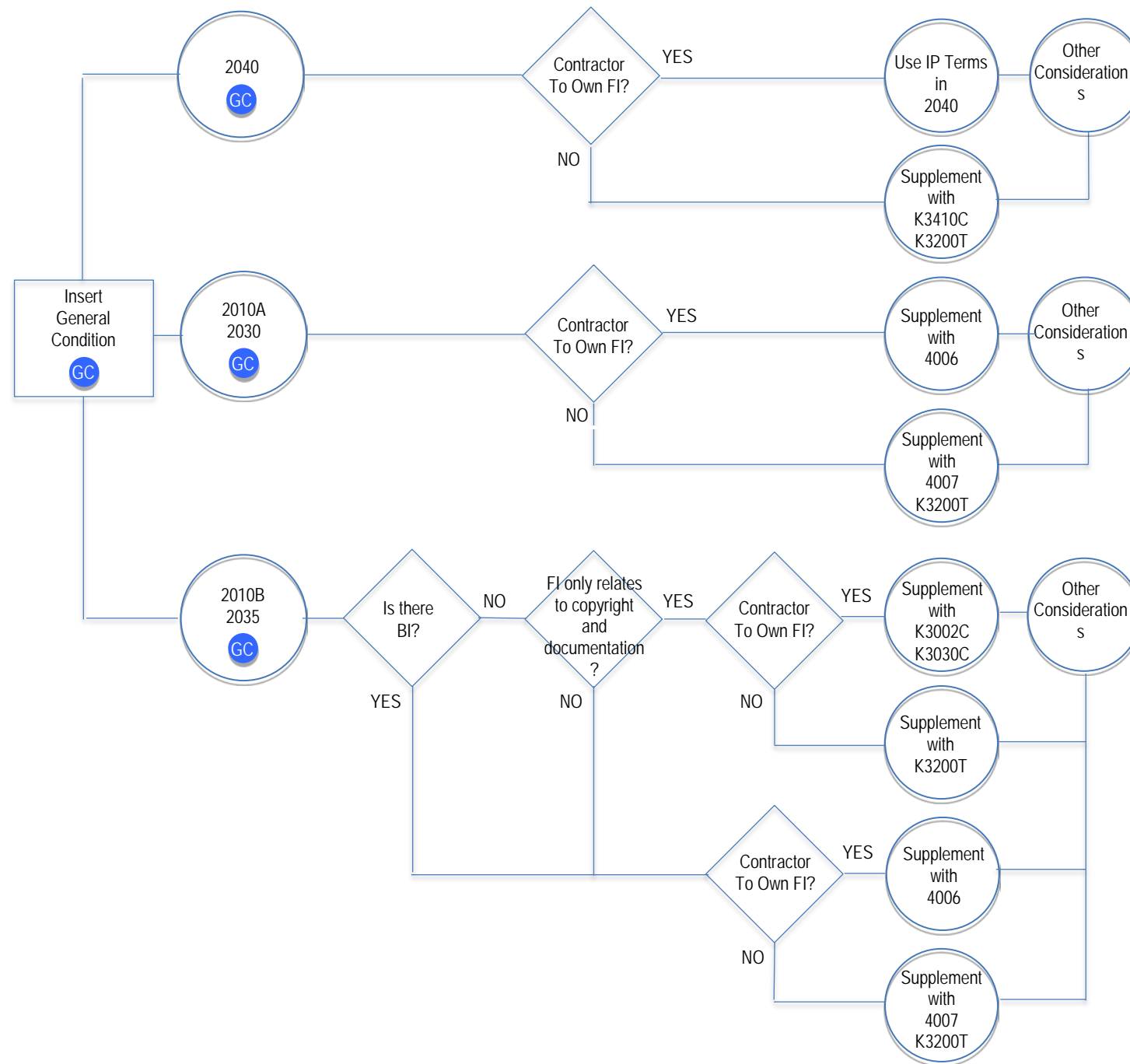


Appendix A.2

IP Clause Selection Job Aid



| Other Considerations   | Use             |
|--|-----------------|
| 1. Does contract involve purchase or lease of hardware, or for the separate purchase of maintenance services for existing equipment? | 4001            |
| 2. Does contract involve software development or modification services?  | 4002            |
| 3. Does contract involve licensed software?  | 4003            |
| 4. Do you wish the FI to be kept confidential for a specific period?   | K3015C          |
| 5. Do you wish to provide contractor with right to publish copyright work in the FI that Canada owns?                                | K3053C          |
| 6. Is the contract for medium complexity requirements for goods when a portion of the work is for professional services?             | 4009 with 2010A |
| 7. Is the contract for higher complexity requirements for goods when a portion of the work is for services?                          | 4010 with 2030  |

| Definitions |  |
|-------------|--|
| <b>FI</b>   | <b>Foreground Information:</b> Intellectual Property created as part of the work under a contract.   |
| <b>BI</b>   | <b>Background Information:</b> Intellectual Property that is not Foreground Information that is used as part of the work under a contract. |

## **Appendix A.2 Cont'd (page 2 in Job Aid PDF)**

### **Using the Job Aid**

As you will notice, the job aid is a flowchart with three paths, depending on whether the General Condition for the contract is identified as:

- 2040 General Conditions – Research & Development  
OR
- 2010A General Conditions – Goods (Medium Complexity) or 2030 General Conditions – Higher Complexity – Goods  
OR
- 2010B General Conditions – Professional Services – Medium Complexity or 2035 General Conditions – higher complexity – Services

You will see that in all cases, the decision of “Contractor to Own FI?” leads to the selection of K3200T if the answer is “No”. This results in the direct insertion of this information into the solicitation document, as well as the identification of the specific TB exception that applies.

It is important to note that SACC 4006 “Contractor to Own Intellectual Property Rights in Foreground Information” and SACC 4007 “Canada to Own Intellectual Property Rights in Foreground Information” are the most useful clauses among all the SACC clauses as they provide the most comprehensive coverage to the Crown. Broadly speaking,

- SACC 4006 provides the Contractor with ownership rights to the Foreground Information, but also grants Canada a license to the Foreground Information and the Background Information.
- SACC 4007 provides Canada with ownership rights to Foreground Information and licensed rights to the Background Information.