



CANADIAN COLLEGE OF
HEALTH LEADERS



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LEADERS EN SANTÉ

Canadian Health Leadership Network
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Mitacs Funded LEADS Refresh Project

FOUR-PART COLLABORATION, INTELLECTUAL PROPERTY, AND LICENSING AGREEMENT

This Collaboration, Intellectual Property, and Licensing Agreement is made as of *EffectiveDate* (the “Agreement”)

BETWEEN:

1. **LEADS Global (“LG”);**
2. **Canadian College of Health Leaders (“CCHL”);**
3. **Canadian Health Leadership Network (“CHLNet”); and**
4. **Royal Roads University (“RRU”).**

LG, CCHL, CHLNet, and RRU are each a “Party” and collectively the “Parties”.

Background

The LEADS Framework is subject to joint intellectual property ownership.

The Canadian College of Health Leaders (CCHL) is the owner of all rights, title, and interest in and to the LEADS Framework as it applies to Canadian programming, including but not limited to curriculum, learning products, certification, adaptations, translations, and derivative works developed for use within Canada.

LEADS Global is the owner of all rights, title, and interest in and to the LEADS Framework as it applies to international programming, including all materials, adaptations, translations, and derivative works developed for use outside Canada.

Each party may exercise its respective rights within its jurisdiction, subject to mutually agreed governance, brand, and integrity standards for the LEADS Framework.

For greater certainty, the Parties acknowledge that while the LEADS Framework and related programming materials are jointly owned by CCHL and LG in accordance with their respective Canadian and international mandates, the research outputs of the Mitacs-funded LEADS Refresh Project are intended to be jointly owned by CCHL, LG, CHLNet, and RRU, subject to the terms of this Agreement and the protection of pre-existing framework intellectual property.

1. Purpose

1.1 The Parties are entering into this Agreement to govern their collaboration in connection with the two-year Mitacs Accelerate-supported project relating to the review, refresh, validation, dissemination, and related research concerning the LEADS in a Caring Environment Framework (the “Project”).

1.2 The Parties acknowledge that the Project involves both research and stewardship activities, including academic sponsorship of the postdoctoral fellow, stakeholder engagement, framework refinement, and dissemination.

1.3 The Parties intend this Agreement to:

- (a) confirm ownership of pre-existing intellectual property;
- (b) define rights in project-created materials;
- (c) grant limited licenses to CHLNet and RRU consistent with their roles; and
- (d) establish rules for confidentiality, publication, and use of the LEADS framework.

2. Definitions

2.1 “Background IP” means any intellectual property, materials, works, processes, branding, know-how, data, documents, tools, templates, or other subject matter owned or controlled by a Party before the Effective Date or developed outside the Project and used in the Project.

2.2 “LEADS Framework” means the LEADS in a Caring Environment framework, including all existing text, concepts, materials, tools, assessments, training aids, branding, derivatives, and related know-how owned or controlled by LG and/or CCHL as of the Effective Date.

2.3 “Project IP” means all intellectual property, works, reports, analyses, data sets, research instruments, findings, tools, drafts, revisions, adaptations, and other materials first created during the Project, including both:

- (a) Research Outputs, and
- (b) Framework-Related Outputs,

but excluding Background IP. General knowledge, concepts, competencies, leadership themes, educational practices, methodologies, research approaches, and professional know-how identified, developed, or applied through the Project shall not be considered proprietary Project IP solely by virtue of their use within the Project.

2.3.1 “Research Outputs” means Project IP arising from research, analysis, validation, environmental scanning, literature review, stakeholder engagement, data collection, synthesis, and scholarly interpretation conducted as part of the Project, excluding any standalone ownership of the LEADS Framework itself.



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2.3.2 “Framework-Related Outputs” means Project IP from any knowledge mobilization products, tools and services that would be of value to the system being served by the LEADS Framework arising from the Project.

2.4 “Confidential Information” means all non-public information disclosed by or on behalf of a Party in connection with the Project, whether oral, written, electronic, or in another form.

2.5 “Permitted Purpose” means the conduct of the Project, internal governance, academic sponsorship, ethics review, approved publication, and approved dissemination consistent with this Agreement.

2.6 “Postdoctoral Fellow” or “PDF” means the individual engaged by RRU to conduct research under the Project.

3. Project governance

3.1 The Project shall be governed by a Steering Committee composed of representatives of LG, CCHL, and CHLNet.

3.2 RRU shall participate in the Project for purposes of academic sponsorship, supervision of the postdoctoral fellow, research administration, and related scholarly support.

3.3 The steering group shall have responsibility for approving project milestones, work plans, dissemination plans, and any proposed changes to the scope of the Project.

3.4 No Party shall represent that it has authority to bind any other Party except as expressly set out in this Agreement.

4. Ownership of background intellectual property

4.1 Each Party retains all right, title, and interest in and to its own Background IP.

4.2 For certainty, LG and CCHL acknowledge and confirm that they are the owners of the LEADS Framework and all programming applications of the LEADS Framework, to the extent of their respective ownership interests, and nothing in this Agreement transfers ownership or control of the LEADS Framework or LEADS programming IP to CHLNet or RRU.

4.3 CHLNet and RRU acknowledge that they acquire no ownership interest in the LEADS Framework by virtue of participating in the Project.

4.4 No Party may use another Party’s Background IP except as expressly licensed under this Agreement or otherwise agreed in writing.

5. Ownership of Project Intellectual Property

5.1 Research Outputs.

All Research Outputs created during the Project shall be jointly owned by LG, CCHL, CHLNet, and RRU, unless otherwise agreed in writing, subject to:

- applicable Mitacs requirements;
- ethics approvals;
- protection of Background IP; and
- the licensing and use provisions of this Agreement.

5.2 Framework-Related Outputs.

5.2.1 All Project IP that constitutes a revision, enhancement, refresh, adaptation, or derivative work of the LEADS Framework itself (“Framework-Related Outputs”) shall be owned jointly by LG and CCHL, in proportion to their pre-existing ownership interests, unless otherwise agreed in writing.

5.2.2 CCHL and LG can agree in writing to allow any or all of the parties under this agreement to develop additional knowledge mobilization products, tools and services that would be of value to the health system identified under the Project.

5.3 No Severance of Framework IP.

Nothing in the joint ownership of Research Outputs shall be interpreted as granting CHLNet or RRU ownership, control, or independent commercialization rights in the LEADS Framework or LEADS programming.

5.4 Data Stewardship.

Raw research data collected under ethics approval shall be stewarded by the Party responsible for collection and custody in accordance with legal, ethics, and institutional requirements, without conferring standalone framework ownership rights.

5.5 Registration and Assertion.

No Party shall register, assert, or enforce Project IP in a manner inconsistent with this Agreement or that would restrict another Party’s permitted use of jointly owned Research Outputs.

6. System Stewardship License to CHLNet

6.1 To recognize CHLNet’s role in advancing a shared, pan-Canadian leadership language across the health system and to support its continued endorsement and promotion of LEADS, LG and CCHL grant to CHLNet a perpetual, non-exclusive, non-transferable, non-commercial System Stewardship License.

6.2 Without limiting Clause 6.1, CHLNet may:

- (a) reference and use the LEADS Framework and Project IP in member-facing educational, leadership, and engagement activities approved under the Project;
- (b) reproduce approved materials in print and digital form for internal and member distribution;
- (c) host approved Project materials on CHLNet-controlled platforms;
- (d) use the materials in communications relating to the Project, subject to branding approvals under Clause 10; and
- (e) reference and use the LEADS Framework and the Project Research Outputs for future leadership development evidence building research.

6.3 CHLNet may not:

- (a) sell, sublicense, or commercially exploit the LEADS Framework or Project IP except with prior written consent of LG and CCHL;
- (b) alter the core framework in a manner that misrepresents the approved version;
- (c) register trademarks, domains, or other indicia confusingly similar to LEADS; or
- (d) remove proprietary notices, attribution, or copyright notices.

6.4 The license in this Clause 6 shall continue after completion of the Project only for approved mission-aligned uses unless terminated under Clause 14.

7. License to RRU

7.1 L RRU shall retain a non-exclusive, perpetual, royalty-free right for the university to use the refreshed LEADS Framework for educational, curriculum mapping, teaching, scholarly, leadership development, public-good, research and other non-commercial purposes consistent with its historical educational use of the LEADS Framework.

7.2 Without limiting Clause 7.1, RRU may:

- (a) use the materials for supervision and administration of the PDF;
- (b) archive copies for academic recordkeeping;
- (c) incorporate approved content into ethics submissions, research plans, and academic reporting; and
- (d) propose scholarly publications subject to Clause 8.

7.3 RRU may not:

- (a) commercialize the LEADS Framework or Project IP;
- (b) use the LEADS name or marks outside the Project without consent;
- (c) sublicense the materials except to personnel, supervisors, ethics bodies, and contractors bound by written confidentiality obligations; or
- (d) publish protected materials without compliance with Clause 8.

7.4 Limited Scholarly and Portfolio Rights of the Postdoctoral Fellow

The Parties acknowledge that the Postdoctoral Fellow brings pre-existing expertise, methodologies, professional know-how, educational practices, consulting approaches, research methods, and other intellectual contributions to the Project. Such pre-existing knowledge and expertise shall remain the intellectual property of the Postdoctoral Fellow and shall not be deemed Project IP solely by virtue of being applied during the Project. Notwithstanding any other provision of this Agreement, the Postdoctoral Fellow shall have the non-exclusive, perpetual, royalty-free right to:

- (a) use Project IP and related materials for academic publications, conference presentations, and scholarly dissemination in accordance with Clause 9;
- (b) include Project-related work in their professional portfolio, curriculum vitae, grant applications, and academic dossiers; and
- (c) retain copies of Project materials for non-commercial research, teaching, and professional purposes.

Such use is subject to the following conditions:

- (i) compliance with confidentiality obligations under Clause 10;
- (ii) no disclosure of Confidential Information or proprietary framework content without required approvals; and
- (iii) no commercialization, sublicensing, or independent exploitation of the LEADS Framework or Project IP.

Nothing in this Agreement shall be interpreted as restricting the Postdoctoral Fellow's future scholarship, teaching, research, professional practice, consulting, or intellectual activity in the fields of leadership, health leadership, organizational development, leadership assessment, leadership education, or related disciplines, provided that confidential information, proprietary LEADS Framework content, and Project IP are protected in accordance with this Agreement.

8. Publication and academic dissemination

8.1 RRU may propose academic publications arising from the Project, provided that any manuscript, abstract, slide deck, or conference submission containing Project IP or Confidential Information is provided to LG and CCHL before submission or public release. Review of proposed publications under this Agreement shall be completed within thirty (30) days of receipt. If no response is received within that period, approval shall be deemed granted.

For clarity, joint ownership of Research Outputs includes the right of each Party to reference, cite, and use such outputs for scholarly, policy, and mission-aligned purposes, subject to review and protection of the LEADS Framework as Background IP.



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8.2. In any publication of the project's research outputs, the four sponsoring organizations of CCHL, LG, CHLNet and RRU will be acknowledged and/or cited.

8.3 LG and CCHL may require reasonable changes to protect Confidential Information, pre-publication project materials, branding, and proprietary framework content.

8.4 Review under this Clause is for protection of rights only and shall not be used unreasonably to prevent scholarly publication.

8.5 Authorship shall be determined in accordance with academic standards, contribution, and applicable RRU policy, and shall appropriately recognize the contributions of the Postdoctoral Fellow.

8.6 No publication shall imply endorsement by another Party unless expressly approved in writing.

9. Confidentiality

9.1 Each Party shall keep Confidential Information strictly confidential and shall use it only for the Permitted Purpose.

9.2 Each Party shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, and in any event not less than reasonable care.

9.3 Disclosure may be made only to employees, officers, advisors, contractors, students, or agents who have a need to know and are bound by confidentiality obligations no less protective than those in this Agreement.

9.4 Confidentiality obligations survive termination of this Agreement for five (5) years, and for trade secrets for so long as they remain trade secrets under applicable law.

10. Trademarks, branding, and attribution

10.1 All rights in the LEADS name, logos, marks, and related branding remain with LG and CCHL or their respective rightful owners.

10.2 Any use of LEADS branding by CHLNet or RRU must comply with written brand guidelines approved by LG and CCHL.

10.3 Each Party shall provide reasonable attribution to the contributions of the other Parties in Project materials where appropriate and customary.

10.4 No Party may register or apply to register any trademark, business name, domain name, or social media handle confusingly similar to LEADS, the refreshed framework, or any Project branding.



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11. Data and ethics

11.1 The Parties shall comply with all applicable privacy, research ethics, and data governance requirements.

11.2 No personal information shall be collected, used, disclosed, or retained except as permitted by the approved research protocol and applicable law.

11.3 If the Project involves human participant research, the Parties shall ensure that all ethics approvals and amendments are obtained before any relevant activity begins.

11.4 The handling of data shall be further detailed in a data management schedule, if required.

12. Representations and warranties

12.1 Each Party represents that it has authority to enter into this Agreement and perform its obligations.

12.2 Each Party represents that, to the best of its knowledge, it has the right to license the Background IP it purports to license under this Agreement.

12.3 Except as expressly stated, no Party makes any warranty as to merchantability, fitness for a particular purpose, or non-infringement.

12.4 The Project materials are provided “as is” unless otherwise agreed in writing.

13. Indemnity and liability

13.1 Each Party shall indemnify and hold harmless the other Parties from losses arising from its breach of this Agreement, gross negligence, wilful misconduct, or unauthorized use of another Party’s intellectual property.

13.2 No Party shall be liable to another for indirect, incidental, special, consequential, or punitive damages arising out of this Agreement, except to the extent caused by fraud, wilful misconduct, or unauthorized disclosure of Confidential Information.

14. Term and termination

14.1 This Agreement commences on the Effective Date and continues until completion of the Project and any post-project review or publication period agreed by the Parties, unless terminated earlier in accordance with this Clause.

14.2 A Party may terminate this Agreement for material breach if the breach is not cured within thirty (30) days after written notice.



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14.3 Upon termination or expiry:

- (a) each Party shall cease use of the other Parties' Confidential Information except as required by law or ethics obligations;
- (b) all licenses granted to a breaching Party may be suspended or terminated;
- (c) ownership rights accrued before termination shall remain unaffected; and
- (d) any surviving license rights expressly stated in this Agreement shall continue.

15. Dispute resolution

15.1 The Parties shall first attempt in good faith to resolve any dispute through the steering group.

15.2 If unresolved within fifteen (15) business days, the matter shall be escalated to senior executives of the Parties.

15.3 If still unresolved, the Parties may submit the dispute to mediation before commencing litigation, unless urgent injunctive relief is required to protect intellectual property or confidentiality.

16. Notices

16.1 Any notice under this Agreement shall be in writing and delivered by email and by any additional agreed method to the addresses designated by the Parties.

16.2 Notice is deemed received on the next business day after transmission, unless a delivery failure notice is received.

17. General provisions

17.1 Preservation of Existing Rights

For greater certainty, nothing in this Agreement is intended to supersede, diminish, limit, or otherwise modify the rights and obligations established between Royal Roads University and the Canadian College of Health Leaders under the 2014 Transfer Agreement, except where expressly agreed to in writing by those Parties.

17.2 This Agreement constitutes the entire agreement among the Parties concerning its subject matter and supersedes prior discussions and understandings on that subject.

17.3 Any amendment must be in writing and signed by all Parties.

17.4 A waiver is effective only if in writing and signed by the Party granting the waiver.

17.5 If any provision is invalid or unenforceable, the remainder shall continue in full force.

17.6 This Agreement may be executed in counterparts and by electronic signature.



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17.6 This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Signature blocks

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized signatories.

LEADS Global

By: _

Name:

Title:

Date:

Canadian College of Health Leaders

By: _

Name:

Title:

Date:

Canadian Health Leadership Network

By: _

Name:

Title:

Date:

Royal Roads University

By: _

Name:

Title:

Date:
