

## **I) WITHDRAWAL POLICY [October 2013]**

A student who chooses to withdraw from Tyndale University College & Seminary must fill out the Withdrawal Notification Form. Tuition refund is based upon the date the completed withdrawal form is submitted to the Registrar (see pp. 56, 268-71 of the Academic Calendar). Students withdrawing after the **last day to drop a course without a transcript record but before the last day to drop a course**, the grade of “W” will be recorded on the transcript. Students who withdraw after the last day to drop a course will normally receive the grade reflective of the evaluated work up to the time of withdrawal. Any student who withdraws from the university/seminary without completing the official withdrawal procedure will have a grade of “F” recorded for all courses in which s/he was enrolled. Appeals will be reviewed as appropriate and must be submitted in writing to the Registrar.

## **II) STUDENT RIGHTS AND RESPONSIBILITIES STATEMENT [October 2013]**

Student membership at Tyndale University College & Seminary is based upon primary rights and responsibilities intended to honour all and maintain the integrity of the community for learning. The institutional policy of the Students’ Community Standard Statement is outlined in the Student Handbook and conveys the community’s ethos and expectations required of all students. The rights and responsibilities exercised within the community must be compatible with these qualities and standards.

Tyndale University College & Seminary acknowledges that students are able to make responsible decisions regarding their own behavior within the guidelines of the Tyndale community. The purpose of these standards is to provide an environment that supports personal and intellectual growth. The intent is to recognize the rights as a student and the rights of others within this academic community, while also identifying certain responsibilities of all students who choose to participate in this educational context.

These responsibilities can apply to all students who are engaged in school-sanctioned activities, as well as off-campus conduct should the activity materially affect the safety, integrity and/or educational interests of the Tyndale University College & Seminary community.

For the purposes of Student Rights and Responsibilities, a student is any person registered in an undergraduate or graduate program at Tyndale University College & Seminary, or otherwise taking credit or non-credit courses by the school, or any person who was a student at the time the alleged offence occurred. Further information and procedures for discipline and appeals are provided in the appropriate sections of the Student Handbook.

### III) INTELLECTUAL PROPERTY POLICY [October 2013]

#### a) Introduction

The objectives of this Intellectual Property (hereafter IP) Policy (hereafter Policy) are:

- i) To encourage any member of Tyndale University College & Seminary (hereafter Tyndale) who may have created or discovered IP to share that property with the public in a manner that is beneficial to the member and to the mission of Tyndale;
- ii) To determine the ownership of IP created by members of Tyndale;
- iii) To clearly outline the obligation for costs in the development of IP and the division of revenues derived from such IP; and
- iv) To provide for the rights and obligations of Tyndale and its members in relation to IP.

#### b) Definitions

The meaning of the following terms pertains specifically to this Policy:

- i) *Author* means any member of Tyndale's faculty staff, or administration and any student of Tyndale (student) who creates, writes or discovers any IP.
- ii) *Commercialize* means to make a work available outside of the institution on a for-profit basis, but does not include publication or distribution of books by faculty members.
- iii) *Copyright* has the meaning prescribed by the Copyright Act.
- iv) *Copyright Act* means the Canadian Copyright Act (R.S.C. 1985, c. C-42), as amended, or any related succeeding legislation.
- v) *Intellectual Property* includes:
  - (A) any and all proprietary rights provided under:
    - (i) patent law; (ii) copyright law; (iii) trademark law; (iv) design patent or industrial law; or (v) any other statutory provision or common law principle applicable to the Policy or the IP which may provide a right in: (a) ideas, designs, formulae, algorithms, concepts, processes, materials, trade secrets, discoveries, inventions; or (b) the expression or use of such ideas, formulae, algorithms, concepts, processes, materials, trade secrets, discoveries, inventions or know-how; and (B) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing; and (C) all other products of research and scholarship where any of the foregoing are created; whether by discovery, invention or otherwise by an Author.

#### c) Responsibility for this Policy

The responsibility for the administering this policy lies with the Senior Vice President Academic and Dean of the Seminary (SVA). The SVA may find it necessary to form an IP Committee to oversee the implementation of the Policy.

The IP Committee shall consist of the following members:

- i) Senior Vice President Academic and Dean of the Seminary (SVA) (who shall serve as the Chair);
- ii) The Academic Deans of the College and Seminary;
- iii) One voting University College Faculty member elected by the University College Faculty;
- iv) One voting Seminary Faculty member elected by the Seminary Faculty;
- v) The Vice President Finance/Administration of Tyndale.

The IP Committee shall establish its own rules of procedure. Such rules will provide that the IP Committee acts in accordance with the rules of natural justice when executing decisions. The duties of the IP committee shall include:

- i) The recommendation to the Board of Governors of any revisions required to this or any other Tyndale policy relating to IP;
- ii) The resolution of issues of disputed discovery among two or more Authors of the same IP or the division of income between Authors;
- iii) The resolution of any other issues relating to the commercialization of IP at and outside Tyndale; and
- iv) The recommendation to the SVA of the manner in which income earned by Tyndale from IP should be allocated.

#### **d) Persons Covered by the Intellectual Property Policy**

All Tyndale Authors are subject to the Policy.

#### **e) Ownership of IP**

- i) The Author shall be the owner of all newly created, written or discovered IP. The benefits that may accrue to the Author may be limited only by the terms of the external contracts and licensing agreements.
- ii) Tyndale shall make no claim to the proceeds of publication for which it has provided no more than normal academic facilities. Whenever a publication subsidy is made, Tyndale shall stipulate at the time it offers the subsidy if it wishes to negotiate a claim to royalties that may accrue from publication thus supported; and if it does not, it shall be deemed to have waived any claim to royalties or other income.
- iii) Certain agreements (such as grants, sponsorships, research and affiliation agreements) have been or will be entered into by Tyndale with third parties. Such agreements may contain provisions whereby IP is transferred, assigned, licensed or otherwise disposed of to such third parties. The provisions of such agreements shall supersede the Policy.
- iv) Faculty members may be requested by Tyndale to develop Distance Education courses (and other forms of non-traditional learning). At such time, the faculty member will be contracted for this work. The provisions of such agreements shall supersede this Policy.
- v) There may be situations in which the outcome of academic research may have significant commercial value or that Tyndale has supported that research to an

- unusual extent. In such cases, the IP committee shall be consulted in terms of the ownership of the IP.
- vi) Tyndale maintains the right to utilize syllabi prepared by faculty in the normal course of their teaching for consultative purposes in the ongoing development and refinement of courses. In such cases, the Authors agree to waive all moral rights that he or she may have in favour of Tyndale.