

## Innovative Solutions Canada Program

### Challenge EN578-170003/03: Robust "Beyond Line of Sight" (BLOS) Communications in Satellite-Denied Environments

#### Amendment 002

This amendment is raised to answer bidder questions.

#### Question #7

BLOS is a "defence contract" and thus falls under A9006C. A9006C states that: Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act. Does this imply that DND seeks ownership of the intellectual property, if that is in scope of "the Work"? This would seem to run contrary to the ISC program goals.

#### Response #7

The A9006C clause does not imply that Canada will own the Intellectual Property. The default position of Canada is to allow contractors to retain the IP rights. In some cases, the IP rights could be negotiated with the bidders. The default IP clauses can be found in General Conditions 2040, (2016-04-04), section 29, at: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2040/17>

Canada will own the prototype at the end of the contract (Phase 2) as referenced in SACC Manual clause 2040 (2016-04-04), section 21 Ownership and section 29 Ownership of Intellectual Property Rights in Foreground Information.