



**Grand Challenges Canada®**  
**Grands Défis Canada**

## **Global Access Policy**

In the 2008 Federal Budget, the Government of Canada announced the creation of the Development Innovation Fund (DIF) to “support the best minds in the world as they search for breakthroughs in global health and other areas that have the potential to bring about enduring changes in the lives of the millions of people in poor countries”. The DIF provides a total investment of \$225 million over five years, subject to appropriation by Parliament. The initial activities of the DIF, to be supported by the Government of Canada through the International Development Research Centre, would be in global health. The DIF would be delivered by Grand Challenges Canada working within a consortium that includes the International Development Research Centre and the Canadian Institutes of Health Research.

Grand Challenges Canada’s mission is to identify global grand challenges, fund a global community of researchers and related institutions on a competitive basis to address them, and support the implementation / commercialization of the solutions that emerge.

### **GUIDING PRINCIPLES OF GLOBAL ACCESS**

Grand Challenges Canada’s Global Access Policy in relation to the DIF is grounded in the following three principles:

1. Breakthrough solutions to global challenges are made accessible to those in need, particularly in the developing world. Accessibility relates to both price and availability.
2. Knowledge gained through discovery is broadly, and as promptly as possible, distributed between related projects and to the global scientific community.
3. Commercialization of resulting outputs is encouraged, as long as the first two principles are achieved.

### **REQUIREMENT TO ENTER INTO AGREEMENT(S) TO FULFILL GLOBAL ACCESS**

Grantees will be required to enter into some form of global access agreement with Grand Challenges Canada at a specified milestone date, or as part of the grant agreement. Such an agreement may be in the form of: a) a non-exclusive license agreement for the use of intellectual property and other outputs related to the grant; b) a general commitment to global access; and/or, c) a separate global access agreement that will detail how knowledge will be disseminated broadly, how intellectual property and other know-how will be protected in furtherance of global access, and how commercialization will be achieved in accordance with global access, among other things.

Global access agreements with Grand Challenges Canada, in line with the Guiding Principles above and the guidelines below, will be a condition of receiving funding.

## **OBJECTIVES OF THE AGREEMENT(S) TO FULFILL GLOBAL ACCESS**

The following list of elements outlines important aspects of the agreement(s) with Grand Challenges Canada to fulfill global access. The goal is that a mutually acceptable document (or documents) will be developed jointly to take into account the needs and objectives of all organizations involved.

1. **Broad dissemination of knowledge.** All research-related outputs, results, publications and reports should be disseminated as broadly as possible to the scientific community.<sup>1</sup> Grand Challenges Canada requires open access publication. Mechanisms to facilitate this objective could include digital libraries, including, where appropriate, via the International Development Research Centre's open access Digital Library platform. In the case of software, dissemination should be on the basis of open source software principles. However, disclosure, both written and oral, may be withheld for a period of time sufficient to permit patent applications to be filed.
2. **A collaborative process is required.** Grantees will work with Grand Challenges Canada on an ongoing and continuous basis to ensure that the grantees are able to achieve their objectives in line with the Guiding Principles and these guidelines throughout the life of the funding process, and in perpetuity in relation to any products or outputs from the funding. Grand Challenges Canada may require sharing of intellectual property among a collection of related projects.
3. **The development and protection of intellectual property is encouraged when appropriate.** Grantees should consider including costs in their Global Access Agreement associated with seeking and maintaining patents in relevant countries in the project budget. Procuring and maintaining the intellectual property should be done in accordance with the Guiding Principles, and should be generally outlined in the Global Access Agreement.
4. **Commercialization that promotes affordable and widespread access.** Grantees will be encouraged to commercialize any products or services resulting from the generation of intellectual property in a manner that ensures widespread and affordable access. Grantees may achieve such goals by way of partnerships, license agreements, or other arrangements with for-profit or not-for-profit entities, so long as the underlying objective of access is achieved for those in need in developing countries, and where possible, for vulnerable communities in Canada.
5. **Control over intellectual property shall rest with the grantee, or the grantee's chosen collaborators.** Generally, ownership and control of the intellectual property shall remain with the grantee, or other collaborating organizations or institutions as agreed with the grantee, subject to any applicable local policies and the collaborative process described above, including arrangements between the grantee and other individuals or

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<sup>1</sup> This objective should be read in conjunction with Grand Challenges Canada's Research Ethics Policy.

institutions. The general approach is that the grantee will be able to retain ownership and control over intellectual property and Grand Challenges Canada will not own such rights, so long as global access is being achieved. However, Grand Challenges Canada will often require access to intellectual property and other outputs and know how arising from the grant to ensure that the Guiding Principles will be achieved. This may be achieved by way of a non-exclusive license agreement.

6. **Revenues remain with the grantee, or the grantee's chosen collaborators.** Generally, revenues generated from the sale of products and services resulting from inventions or other outputs may remain with the grantee, subject to any applicable local policies and the collaborative process described above, including arrangements between the grantee and other individuals or institutions.
7. **Grand Challenges Canada will conduct appropriate due diligence.** Grand Challenges Canada will conduct due diligence to determine the viability of the project and to ensure that the project conforms to the Guiding Principles and these guidelines. This will often be conducted with reliance on and in conjunction with the grantee. Due diligence will include inquiries into important background technologies and how they will be accessed, the management structure of the project, including how intellectual property will be managed and protected, what collaborations may be involved, and how these collaborations will be managed.