

Intellectual Property Practice

May 29, 2012

Intellectual property is any form of knowledge or expression created with one's intellect that is unique and not obvious. This practice applies to the use and protection of intellectual property at Cenovus, including but not limited to the legal rights residing in copyright, patents, trademarks and confidential information. This practice is a practice under the Records and Information Management Policy.

This practice applies to all staff¹. Individuals performing work for Cenovus under a contract for service with a service provider² are considered staff under this practice and this practice applies to them. It is important that all staff are aware of their individual obligations and what constitutes proper use and behaviour regarding intellectual property.

All intellectual property conceived by staff in the course of performing work for Cenovus either as an employee or in the course of providing contracted services, or with the use of Cenovus equipment, data or property within the scope of Cenovus's business is the exclusive property of Cenovus. Staff must promptly disclose any intellectual property developed or conceived by them in the course of performing work for Cenovus or to which this practice applies. To the extent permitted under law, staff shall be required to assign to Cenovus such intellectual property as requested by Cenovus. Exceptions to this practice must be approved by a Vice-President or above.

Staff are prohibited, both during and after the course of performing work for Cenovus from disclosing Cenovus's proprietary or confidential information and intellectual property without ensuring that proper safeguards and legal documentation are in place.

Staff shall not violate or infringe the intellectual property rights nor breach any obligations relating to the confidential information of others.

Innovations

Staff may, in the course of performing work for Cenovus create, develop or invent innovative or novel ideas, designs or processes. All inventions, designs, technological knowhow, and discoveries related to or developed during the course of performing work for Cenovus, and/or that are related to or within the scope of work duties and responsibilities of staff (collectively referred to as "Innovations") are valuable assets exclusively owned by Cenovus. Cenovus shall determine in its discretion which innovations it wishes to protect.

Staff will take all necessary steps, during and after the term of performing work for Cenovus, to assist in defining, establishing and protecting the legal rights of Cenovus to innovations. When an innovation is created that Cenovus determines may have potential value, staff will be requested to promptly submit a completed Invention Disclosure Form to a member of the Oil Sands Intellectual Property Group.



All records and materials related to the development of any innovations are the confidential property of Cenovus, and where possible will be clearly marked as “Confidential and Proprietary Information owned by Cenovus Energy Inc.” All records, materials and information relating to innovations will be maintained in confidence, and not disclosed to parties outside of Cenovus, unless and until disclosure is authorized by Cenovus. Any authorized disclosure will be on a strict “need to know” basis and, if disclosed to nonemployees, subject to a written confidentiality agreement.

Copyright

Staff may create materials that are protected or protectable by copyright, including written materials, illustrations, images, presentations, electronic files and software (collectively referred to as “original work”) during the course of performing work for Cenovus. Copyright in original work, and all physical embodiments of the original work, is owned by Cenovus. Staff are accordingly required to assign all their rights in original work to Cenovus, including copyright, and to permanently waive any moral rights in the assigned original work.

Staff who create an original work shall take all reasonable steps that are required to assist Cenovus in defining and establishing the legal rights to the original work, during and after the course of performing work for Cenovus. Where practical, all original work will contain the following copyright designation: ©, Cenovus Energy Inc., (year). Staff will obtain prior approval from Cenovus before distributing to the public any original work bearing the copyright designation.

Any unauthorized copying of published books, music, videos, images, software or newspaper articles for distribution outside Cenovus is prohibited. Unauthorized use of photographs, images, movie or music clips in presentation materials is prohibited. Staff may not download or otherwise copy computer files of any kind in violation of copyright laws.

Trademarks

The trademarks developed and used by and on behalf of Cenovus in the marketplace are valuable assets of Cenovus. To preserve the value of its trademarks, Cenovus must maintain control over the character and quality of the products and services offered in association with Cenovus trademarks, and must ensure that trademarks are used properly and only as authorized by Cenovus. Trademarks must not be used in a generic descriptive sense. In accordance with these principles, staff will take any reasonable steps that are required to assist Cenovus in defining and establishing the legal rights to Cenovus trademarks, during and after the course of performing work for Cenovus.

Use of the Cenovus name or trademarks outside the course of performing work for Cenovus without the express authorization of Cenovus is prohibited.

Where practical and unless otherwise authorized by Cenovus, when using Cenovus trademarks, the registered trademark symbol ® or ™ symbol must be used on the most prominent (or if none is prominent, the first) appearance of the trademark. For any trademark that is registered, the ® symbol should be used. For any trademark that is not registered, the ™ symbol should be used.

Unless required to do so in the proper course of performing work for Cenovus, staff shall not use the Cenovus name or any Cenovus trademarks in any media advertisement, Internet home page, electronic bulletin board posting, electronic mail message, social media postings or other public representation.

When using a Cenovus trademark, the spelling or form must not be changed or varied, including adding or deleting hyphens, making one word two words or using plural forms of the trademark or altering colour combinations. Cenovus Communications shall publish specific requirements for use of certain Cenovus trademarks.

Any unauthorized use of trademarks whether owned by Cenovus or by others is prohibited. Staff shall take all reasonable steps to ensure that any usage of Cenovus or third party trademarks is properly authorized and complies with the terms of any applicable licenses.

Violations

Cenovus will consider any violation of this, or any related policy or practice seriously. Staff who violate this practice or any related Cenovus policy or practice may be subject to disciplinary action up to and including dismissal from employment or termination of services. In the event that the violation has breached Federal, Provincial or International laws, Cenovus may have an obligation to report and the employee, contractor or consultant will be required to assume full responsibility for their actions.

Where there is an inconsistency between this practice and an agreement between Cenovus and a contractor or service provider, the terms of the agreement prevail.

Glossary

¹**Staff** – Individuals who conduct work and/or provide services for the benefit of Cenovus, including employees³ and contractors⁴, but excluding service providers².

²**Service providers** – Individuals who provide services through a services company (e.g. HP, Accenture, Benchmark Engineering, Sure Flow, etc.), under a service agreement (e.g. MSSA, MESA, MSA, CSA, etc.). Individuals are not screened and selected by Cenovus, but the services company ensures they have the competency or safety related training as required to provide services on Cenovus sites. Services can be cyclical, seasonal, short or long-term. The services company pays the individuals through the services company's payroll, provides workers' compensation coverage and specified levels of insurance, and makes statutory remittances for the individuals.

Service provider types include:

- On-site service provider:
 - individuals who provide services on Cenovus premises and that require some Cenovus infrastructure
 - sample job title: Service Provider Camp Manager, Service Provider Completions Supervisor etc.
- Off-site service provider:
 - individuals who provide services off Cenovus premises and that typically require no Cenovus infrastructure
 - sample job title: Service Provider Thermal Assistant, Service Provider Instrumentation Technician etc.
- Access only:
 - individuals who require building access only and require no other Cenovus infrastructure
 - sample job title: Service Provider IT Client Services, Service Provider IT Developer etc.

³**Employee** – Individuals employed by Cenovus and on Cenovus's payroll.

⁴**Contractor** – Individuals who are engaged through an external company to provide services related to day to day business, operations, or on a specific project of Cenovus. Individuals are screened and selected based on their particular knowledge, skills and capabilities, and typically have an expected start and end date. The company pays the individuals through the company's payroll, provides workers' compensation coverage and specified levels of insurance, and makes statutory remittances for the individuals.

Contractor types include:

- Agency contractors:
 - individuals who are engaged through an agency, such as Bowen or Diversified; may include potential candidates that the agency may identify for consideration to Cenovus
 - sample job title: Contract Accountant, Contract Drilling Supervisor etc.

- Students:
 - individuals who are agency contractors who are coordinated by Cenovus's campus recruitment team
 - sample job title: Student Engineer, Student Geologist, etc.
- Independent contractors:
 - individuals who are engaged through a personal services or numbered company who provide services to Cenovus through a service agreement (e.g. MSSA, MESA, MSA, CSA, etc.)
 - sample job title: Contract Electrician, Contract Health & Safety Advisor, etc.