

**TORONTO METROPOLITAN UNIVERSITY  
POLICY OF SENATE**

**SCHOLARLY, RESEARCH AND CREATIVE (SRC) INTELLECTUAL PROPERTY POLICY**

**Policy Number:**

171

**Policy Approval Date:**

December 7, 2021

**Implementation Date:**

Fall 2021

**Next Policy Review Date:**

December, 2026

**Responsible Office:**

Vice-President, Research and Innovation

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**1. PREAMBLE**

The advancement of knowledge and the creation of new and original intellectual property is fundamental to the University's scholarly, research and creative (SRC) endeavours.

Core to the University's mission is the creation, promotion, and dissemination of intellectual property so that the public benefits from the inventive and creative advancements in artistic, creative, technical and scientific knowledge which has been created at the University.

While that mission can be achieved through supporting the creation and promotion of SRC and any other intellectual activity and the training of highly qualified personnel, it can also be achieved through the Commercialization or other sharing of University-created Intellectual Property through the development of commercial products, processes and services for the benefit of the broader public.

A fundamental premise of this Policy is that members of the Toronto Metropolitan community who create or invent any Intellectual Property by conceptualizing the intellectual activity in the course of SRC Activity are free to make decisions with respect to the dissemination, disposition, or use of the results of those SRC Activities.

Nevertheless, the University may have obligations to disclose Intellectual Property created in the course of SRC Activity by any member of the community to fulfil its obligations under various funding agreements with sponsors and government agencies that support research.

As such, it is important to clearly delineate in whom at the University intellectual property rights vest, and who has the authority to make decisions regarding the disposition of Intellectual Property arising from SRC Activity. It is also important to provide for the equitable sharing of any material benefits that result from the Commercialization or sharing of Intellectual Property arising from SRC Activity.

## **2. PURPOSE**

The purpose of this Policy is to:

- 2.1 support the mission of the University to further the advancement of knowledge and research for societal benefit, including through the dissemination and sharing of Intellectual Property;
- 2.2 clarify ownership of Intellectual Property created in the course of SRC Activity;
- 2.3 ensure that revenue generated from Intellectual Property that is created in the course of SRC Activity is shared in an appropriate manner; and
- 2.4 to ensure that all creators of Intellectual Property are provided with appropriate guidance around their rights.

## **3. APPLICATION, SCOPE AND RELATIONSHIP TO OTHER POLICIES**

- 3.1 This Policy applies to all Intellectual Property created in the course of SRC Activity by any member of the University's community, including visiting researchers. This Policy does not replace any Intellectual Property language in any applicable collective or employment agreement and in the event of a conflict such collective or employment agreement shall prevail.
- 3.2 This Policy does not apply to Intellectual Property developed by an individual as part of SRC Activities that are demonstrably separate from and unrelated to the individual's role at the University and which do not make use of facilities, resources, or funds administered by the University, or any Intellectual Property created in the course of teaching activities.
- 3.3 This Policy is to be read in conjunction with applicable University policies and statements, including Senate Policy 118: Scholarly, Research and Creative Activity (SRC) Integrity Policy. In particular, the determination of Intellectual Property ownership under this Policy does not relieve a researcher of the obligation to properly acknowledge and cite contributors in publications arising from SRC Activity.
- 3.4 Notwithstanding any provision of this Policy, all agreements between the University and third parties that relate to Intellectual Property, including any SRC funding and Zone member agreements, remain in full force and effect. In the event of any conflict between the terms of this Policy and the existing agreement, the agreement shall prevail.

#### 4. DEFINITIONS

Within this Policy the following words have the following meanings:

- 4.1 **“Creative or Inventive Contribution”** means conceptualizing or contributing to the creation of the Intellectual Property in a sufficient manner that would confer ownership under Canadian law, such as inventorship in the case of an invention, or authorship in the case of a copyrightable work. For clarity, the act of merely executing the intellectual activity conceptualized or directed by another may not constitute a Creative or Inventive Contribution.
- 4.2 **“Commercialization”** means the creation of commercial or marketable products, processes, and/or services derived in whole or in part from Intellectual Property with the goal of financial return including through the assignment or licensing of the Intellectual Property.
- 4.3 **“Dispute Resolution Committee”** means a committee appointed by the Vice-President, Research and Innovation under section 7 which shall consist of at least three impartial individuals, the majority of which are drawn from the University community, including faculty, staff and/or students, and which may also include an external expert. The committee members shall have the necessary expertise, including at least one individual working in the relevant discipline/field of study.
- 4.4 **“Extraordinary Support”** means financial or other support of the University including the use of personnel, equipment, supplies and facilities which is specific to the individual and is more than the individual would normally receive or be able to access in the standard course through their role at the University.
- 4.5 **“Intellectual Property”** means all Intellectual Property, including without limitation technical information, know-how, copyrights, patents and trade secrets, ideas, concepts, processes, techniques, data, development tools, models, drawings, specifications, works, prototypes, inventions and software.
- 4.6 **“Invention”** means any invention, prototype, method, product, composition of matter, machine, process, or any improvement to such, whether or not patentable that has been reduced to practice, computer software, research tool, including, without limitation, biological material and other tangible research material, integrated circuits, plant cultivars, trade-marks, and industrial designs.

- 4.7 **“Net Revenue”** means any revenue, income or equivalent financial return including any proceeds resulting from equity or other financial instruments, that result from the Commercialization or other dissemination of Intellectual Property, less any legal or other fees directly incurred in the course of the protection of the underlying Intellectual Property. For clarity, Net Revenue does not include any contributions to SRC Activities made to the University by third parties to fund the continued development or improvement of Intellectual Property.
- 4.8 **“RFA Member”** means a member of the Toronto Metropolitan Faculty Association as determined by the terms of the then current collective agreement entered into between the Toronto Metropolitan Faculty Association and the Board of Governors of Toronto Metropolitan University. For clarity, the term RFA Member does not include individuals who are Associate Members of the Toronto Metropolitan Faculty Associationas that term is defined in the collective agreement.
- 4.9 **“SRC Activity”** means funded and non-funded creative, scholarly, and/or knowledge-generating activities, whether fundamental or applied, whose primary objective is discovery, problem-solving, or to achieve some desired result that can be specified to a significant extent but that cannot be produced with existing knowledge. SRC Activity is undertaken in the course of an individual’s role at the University, and is made, discovered or developed using the University facilities, support personnel, support services, equipment, materials or funds, or otherwise under the auspices of the University.
- 4.10 **“Zone”** means programming, services, spaces and equipment overseen by the Office of Zone Learning intended to support the entrepreneurial and innovation activities of participants.

## 5. CREATION AND OWNERSHIP OF SRC INTELLECTUAL PROPERTY

- 5.1 Ownership of Intellectual Property that is created in the course of SRC Activity by an RFA Member is determined in accordance with the terms of the Toronto Metropolitan Faculty Collective Agreement.
- 5.2 Unless otherwise set out herein, individuals who are not RFA members will own Intellectual Property to which they make a Creative or Inventive Contribution.
- 5.3 Notwithstanding section 5.2, the Intellectual Property created in the course of SRC Activity by an individual who is not an RFA member shall be owned by the University where:

- 5.3.1 the rights to such Intellectual Property have been granted by the University, in whole or in part, to a third party under a written agreement;
- 5.3.2 the Intellectual Property was created by an employee in the scope of their employment with the University as SRC administrative or support staff; or
- 5.3.3 the Intellectual Property was created pursuant to a formal agreement with the University and the individual who created the Intellectual Property, where ownership of Intellectual Property is determined by specific terms of the agreement.

5.4 For clarity and unless otherwise set out herein, Intellectual Property that is created in the course of SRC Activity jointly by two or more individuals (regardless of whether they are RFA Members) is jointly owned by those individuals.

5.5 The University shall be deemed to have a non-exclusive, royalty-free, irrevocable and non-transferable licence to use solely for the University's internal use any Intellectual Property created in the course of SRC Activity. Such right shall not include the right to commercially exploit the Intellectual Property, or to licence anyone to do so.

#### **Disclosure of Invention**

5.6 An individual who creates an Invention in the course of SRC Activity, regardless of ownership, shall normally make full and complete disclosure of the Invention to the University in accordance with the University's procedures, without unreasonable delay.

### **6. COMMERCIALIZATION**

6.1 Owners of Intellectual Property created in the course of SRC Activity may choose to engage in Commercialization of such Intellectual Property, and may request the University's assistance in Commercializing the Intellectual Property. The University is under no obligation to provide any Commercialization assistance.

6.2 The University has the right to share in any Net Revenue resulting from the Commercialization or dissemination of Inventions created in the course of SRC Activities as follows:

- 6.2.1 The University shall receive 10% of any Net Revenue received by the owner(s);

- 6.2.2 In the event that the University has provided Extraordinary Support towards the creation, development or protection of the Invention, the owners shall remit 50% of any Net Revenue until the University has recovered its Extraordinary Support, and then a minimum of 10% thereafter.
  - 6.3 All agreements with respect to the Commercialization of Intellectual Property created in the course of SRC Activity shall include indemnification of the University. The owner(s) shall provide to the University in confidence, on an annual basis, a copy of any Commercialization agreements entered into by the owner(s), together with a report of all protection activity and business transactions undertaken and revenues received expenses incurred with regard to the protection of the Intellectual Property.
  - 6.4 The University's share of Net Revenue shall be administered under the authority of the Vice-President, Research and Innovation and shall be used to support further SRC activity, including protection, and Commercialization of Intellectual Property.

## **7. DISPUTE RESOLUTION**

- 7.1 In the absence of and/or subject to any process set out in an applicable policy or collective agreement grievance procedure of the University, any disputes arising under this Policy will be considered by a Dispute Resolution Committee appointed by the Vice-President, Research and Innovation. Such committee will investigate the matter under dispute, prepare a written report of their review, and provide it to the Vice-President, Research and Innovation who shall render a decision.
- 7.2 Complainants will be notified of the proposed names of the committee members and will be given 10 business days to protest their inclusion on the grounds of bias or any other reasonable grounds to the Vice-President, Research and Innovation.

## **8. RESPONSIBILITY, ACCOUNTABILITY, AND EDUCATION**

- 8.1 The Vice-President, Research and Innovation is responsible for the administration of this Policy and is authorized to approve guidelines, regulations and procedures pursuant to this Policy. The Vice-President, Research and Innovation (or designate) is also authorized to execute such assignments, agreements, consents, and other documents as may be necessary or desirable to implement this Policy, and the disposition of rights in Intellectual Property thereunder, on behalf of the University.

8.2 To promote an understanding of Intellectual Property issues across the University, the Office of the Vice-President, Research and Innovation shall use appropriate vehicles to ensure that the University community members are informed and educated as to this Policy, and shall work with other units of the University including the Library as appropriate to educate and promote awareness across the University community on Intellectual Property.

## **9. RESCINDED POLICIES AND RELATED DOCUMENTS**

This Policy supersedes Policy 63: Policy on Ownership of Student Work in Research.

**TORONTO  
METROPOLITAN  
UNIVERSITY POLICY  
OF SENATE**

**PROCEDURES: SRC INTELLECTUAL PROPERTY (POLICY 171)**

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<b>Related Documents:</b>	Policy 171: Scholarly, Research and Creative (SRC) Intellectual Property Policy
<b>Implementation Date:</b>	TBC
<b>Responsible Office:</b>	Vice-President, Research and Innovation

The University encourages all University community members to clarify, plan, and formalize provisions related to ownership, protection, disclosure, utilization, and disposition of Intellectual Property at the very outset of any SRC Activity undertaking that may result in Intellectual Property. Having clarity at the outset will help identify the most effective strategy to achieve desired outcomes for any member of the University's community involved.

All capitalized terms not otherwise defined in these Procedures have the meanings set out in Policy 171.

**1. DISCLOSURE OF INVENTION**

- 1.1 To initiate the process of Invention disclosure in accordance with Section 5.6 of the Policy, the individual(s) who made a Creative or Inventive Contribution to the Invention must complete and sign a Confidential Invention Disclosure Form (the "Disclosure Form") available at <https://www.torontomu.ca/ceie/inventiondisclosure.pdf>.
- 1.2 Completed and signed Disclosure Forms should be filed with the Office of the Vice President, Research and Innovation (OVPRI) via email to the Applied Research and Innovation Advisor, Business Development and Strategic Initiatives.
- 1.3 Disclosure Forms should be filed as soon as the Invention can be clearly described in writing, or has been reduced to practice.
- 1.4 The OVPRI will undertake a preliminary review of the Disclosure Form to ensure that the Disclosure Form is complete, and will return the Disclosure Form to the submitters in the event that the Disclosure Form is incomplete or requires clarification.

- 1.5 The OVPRI will accept and record completed Disclosure Forms and will communicate the acceptance of the Disclosure Form, including the registration number, to the disclosing individual(s).
- 1.6 After the acceptance and recording of the Disclosure Form, the OVPRI will determine ownership of the disclosed Invention in accordance with the Policy, and will communicate such determination to the disclosing individual(s).
- 1.7 In the event that the OVPRI confirms that, as between the University and the disclosing individual(s) the ownership of the disclosed Invention rests with the disclosing individual(s), upon the request of the disclosing individual(s) the OVPRI shall provide written confirmation of ownership to the disclosing individual(s).

## **2. PROCESS TO REQUEST COMMERCIALIZATION ASSISTANCE**

- 2.1 Owner(s) of Inventions created in the course of SRC Activity may request the University's assistance to Commercialize the Invention by submitting a written request to the OVPRI via email to the Applied Research and Innovation Advisor, Business Development and Strategic Initiatives.
- 2.2 All such requests must reference the specific Invention that has been disclosed to the University in accordance with Section 5.6 of the Policy.
- 2.3 Upon receipt of a request for assistance the OVPRI will initiate a due diligence process to determine whether an investment of University resources in the particular Invention is warranted by the probabilities for successful Commercialization. In undertaking the due diligence, the OVPRI may reach out to the Inventors seeking further information or details.
- 2.4 The decision to provide Commercialization support is at the OVPRI's sole discretion.
- 2.5 If support for Commercialization cannot be extended by the University, the OVPRI will inform the requester via email and will record the decision as a matter of record.
- 2.6 If support for Commercialization is extended, the OVPRI will provide confirmation to the requesters and will enter into a written agreement with the owner(s) of the Invention which sets out the obligations of the parties including the support provided, and arrangements regarding revenue sharing (the "Support Agreement"). The University is not obligated to provide any Commercialization support until the parties have executed the Support Agreement.

- 2.7 All support provided by the University to Invention owners under a Support Agreement is considered Extraordinary Support.
- 2.8 The OVPRI may negotiate a revenue share in excess of the amounts set out in the Policy as part of a Support Agreement.
- 2.9 Except as set out in a Support Agreement, the University is under no obligation to continue to provide Commercialization support to owner(s) notwithstanding the OVPRI initially extended support for an Invention.

### **3. SCOPE OF EMPLOYMENT**

In making the determination whether an employee of the University is SRC administration or support staff contemplated under Section 5.3.2 of the Policy, the OVPRI will first look to the specific employment conditions applicable to the employee. If there are no explicit provisions in the applicable job description or employment agreement, the OVPRI will consult with the employee's manager and Human Resources to determine the employee's scope of employment.

### **4. DISPUTE RESOLUTION**

- 4.1 The University recognizes that conflicts may arise due to an inability to reach an agreement with respect to the determination of Intellectual Property ownership. Such conflicts may or may not involve allegations of wrong-doing; members of the University community may simply have incompatible perceptions of the meaning or application of the Policy and the relevant Creative or Inventive Contributions made by individuals to the Intellectual Property in question.
- 4.2 In general, conflicts are best dealt with at an informal level. It is advisable for persons in conflict to seek mediation or other forms of informal dispute resolution. If a conflict cannot be resolved informally, the matter may be submitted to the Vice-President, Research and Innovation for a decision.
- 4.3 All individuals raising a dispute under the Policy must submit a written request for dispute resolution to the Vice-President, Research and Innovation via email to [ovpri@torontomu.ca](mailto:ovpri@torontomu.ca).
- 4.4 In the absence of and/or subject to any process set out in an applicable policy or collective agreement grievance procedure of the University, any disputes arising under Policy 171 will be considered by a Dispute Resolution Committee appointed by the Vice-President, Research and Innovation.

- 4.4.1 Within ten (10) business days of the receipt of the written request, the Vice-President, Research and Innovation will appoint the Dispute Resolution Committee.
- 4.1.2 The Dispute Resolution Committee shall consist of at least three impartial individuals, the majority of which are drawn from the University community, including faculty, staff and/or students, and which may also include an external expert. The committee members shall have the necessary expertise, including at least one individual working in the relevant discipline/field of study.
- 4.5 The Dispute Resolution Committee will be tasked with undertaking an investigation. The committee will determine its own investigative process, so long as the complainant(s) and the respondent(s) are provided with an opportunity to be heard.
- 4.6 The Dispute Resolution Committee shall prepare a written report of its investigation to the Vice-President, Research and Innovation, and such other parties as it deems appropriate. The report shall include a summary of the issues, the factual findings, and the conclusions.
- 4.7. The Vice-President, Research and Innovation will provide the complainant(s) and the respondent(s) with a copy of the final report within ten (10) business days of their receipt of the final report.

## 5. RELATED PROCESSES AND FORMS

- [Process: Invention Disclosure Reporting](#)
- [Process: Invention Disclosure Assessment for Commercialization](#)
- [Process: Initiation of Commercialization Project](#)
- [Process: Establishing a Commercialization Plan](#)
- [Invention Disclosure Form](#)
- [Software Disclosure Form](#)
- [Data Management Planning](#)

## **APPENDIX A**

### **Policy 171: FAQs**

## **SRC INTELLECTUAL PROPERTY (POLICY 171)**

### **FREQUENTLY ASKED QUESTIONS**

#### **A. POLICY**

##### **Definitions:**

###### **1. What does “Extraordinary Support” cover (or does not cover)?**

Extraordinary Support is financial or other SRC support provided by the University to an individual(s) which is specific to the individual(s) and is more than the individual(s) would normally receive or be able to access through their role at the University (i.e. the library resources, internal SRC grants, faculty accessible equipment). Extraordinary Support can include departmental, faculty or university supplied funding, use of personnel, software, facilities or equipment an individual would not otherwise normally have access to, or Commercialization support including financial support to patent or to otherwise protect specific Intellectual Property.

All support provided by the University to owners under a Support Agreement is considered Extraordinary Support.

###### **2. What kind of activities are included in SRC Activity?**

Any and all activities that would be entailed in the execution of SRC Activities as defined in the Policy.

###### **3. What kind of activities are excluded from SRC Activity?**

All activities relating to pedagogy are excluded from SRC Activities.

Work done by individuals operating as a member company of a University Zone is excluded from SRC Activities.

###### **4. Does SRC include teaching materials?**

SRC Activity relating to pedagogy is excluded from SRC Activities, including the development of materials primarily for the purposes of instruction.

**Applicability:**

**1. Who does this Policy apply to?**

This Policy applies to all members of the University community including faculty, staff, students, and visitors to the University that are undertaking SRC Activities under the auspices of the University or otherwise using facilities, equipment, or resources of the University.

**2. Who is excluded? When is the Policy not applicable?**

The Policy does not apply to individuals outside of the University community, including co-investigators and contractors, or members of the University community that are undertaking SRC Activities not in affiliation with the University. This may include individuals engaging in outside professional activity or acting in a consulting or advisory capacity to public or private clients, where they do not identify themselves as a member of the University or as an agent of the University, provided no University resources are used in the course of such outside activity.

**Operability With Other Policies/Agreements:**

**1. How would the Policy work for CUPE 3904 units 1 and 2?**

The Policy would apply to members of CUPE 3904 Units 1 and 2 in so far as they are undertaking SRC Activity under the auspices of the University.

**2. How would the Policy interact with Policy 60: Academic Integrity?**

Policy 60 applies to actions or behaviours that could lead to unearned academic advantage or benefit. Policy 60 applies to students only. There is no direct interaction between this Policy and Policy 60.

**3. How would the Policy interact with Policy 118: Scholarly, Research and Creative Activity (SRC) Integrity?**

Any question of breach of SRC Integrity as a result of actions undertaken in relation to this Policy may be actionable under Policy 118. For example, this could include misappropriation of another's Intellectual Property or failure to acknowledge the creative and inventive contributions of an individual to the creation of Intellectual Property.

## **B. OWNERSHIP OF INTELLECTUAL PROPERTY**

### **1. Who owns the IP created at the University?**

Generally, Intellectual Property created in the course of SRC Activity at the University will be owned by the individual who creates it unless there is (i) an agreement with a third party, including a third party funder of research, (ii) an agreement between the University and the person who creates it that states otherwise, or (iii) the individual creating the Intellectual Property is a staff member that has been specifically engaged by the University to create Intellectual Property in the course of their employment at the University.

### **2. Who owns the IP created outside of an individual's employment role and/or without using any University resources?**

The University will make no claim to Intellectual Property that is created outside of an individual's role at the University without the use of the University resources. The creation of the Intellectual Property in such a context should be demonstrably distinct from any role the individual(s) has at the University.

### **3. How do we approach jointly owned IP?**

Intellectual Property that is created by more than one individual, who would normally own the Intellectual Property under the Policy, will be co-owned by the individuals that create it.

### **4. Is there a difference between whether a student is creating IP within the academic term versus creating IP within the summer months?**

The determination of ownership of Intellectual Property at the University is dependent on an individual's role at the University and the nature of the project that they are working on (including any agreements that affect that project) regardless of the term they are working in.

### **5. What are my rights as an inventor?**

An inventor of Intellectual Property has the right to be identified as an inventor on any patents filed in respect of the invention. Inventorship of an invention does not automatically confer ownership of an invention.

### **6. What are my rights as a licensor?**

Any rights granted to a licensor of any Intellectual Property created in the course of SRC Activity would be determined by the license agreement.

**7. How does this Policy work when applied to collaborations, e.g. a non-RFA member collaborating with an RFA member?**

Individual collaborators from within the University are subject to this Policy regardless of their role at the University. If you are collaborating with individuals from outside of the University they would not be subject to the Policy as they may however be subject to other agreements that the University has entered into with them or their employers with respect to the collaboration. It is good research practice to have a discussion with collaborators with regard to the expectations as to the operation of the collaboration and use of the results prior to commencing the collaboration.

**8. When an individual is employed specifically to create Intellectual Property, who owns the material created by that individual in that role?**

The University will own the Intellectual Property created by an individual specifically engaged by the University to create Intellectual Property in the course of their employment at the University.

**9. Who owns the IP created by a student while working for the University?**

If the student is appointed by the University to create Intellectual Property within their role, the Intellectual Property will be owned by the University.

**10. How will the ownership of IP be determined if a student performs multiple roles (student, TA, volunteer, part-time employee)?**

The ownership of Intellectual Property will be determined by the nature of the specific role that led to the creation of IP and any applicable agreements.

**11. If a CUPE 3904 Unit 3 member creates IP as a student, who owns the IP?**

The ownership of Intellectual Property will be determined by the nature of the specific role that the person was undertaking that led to the creation of IP and any applicable agreements.

**12. If a CUPE 3904 Unit 3 member creates IP as an employee, who owns the IP?**

The ownership of Intellectual Property will be determined by the nature of the specific role that the person was undertaking that led to the creation of IP and any applicable agreement.

### **13. Who owns the academic work of a graduate student?**

In the first instance, Intellectual Property that was created or conceived of by a graduate student in the course of their academic work will be owned by the student. In the case that the University has entered into an agreement with a research sponsor or other third party, ownership would be determined through the agreement. Other individuals at the University, including a student's supervisor, may make creative or inventive contributions to the Intellectual Property to such a degree that they would also be considered an owner.

### **14. Who owns the academic work of an undergraduate student?**

Generally, Intellectual Property created by an undergraduate student in the course of their academic work at the University will be owned by the student who creates it. In the case of a group project, Intellectual Property may be jointly created and jointly owned.

### **15. If two or more students collaborate on a project, who owns the IP in the project?**

Intellectual Property that is created by more than one student, who would normally own the Intellectual Property under the Policy, will be co-owned by the students that create it.

## **C. DISCLOSURE**

### **1. Why should I disclose my Intellectual Property? What will be the benefit of disclosing?**

The Policy obligates inventors of any Intellectual Property created in the course of SRC Activity to disclose the invention to the University. A failure to do so would be a violation of the Policy.

Disclosure to the University provides an independent record of invention and is therefore able to provide confirmation of ownership to individuals. Also, filing invention disclosures to the University provides surety to individuals seeking to commercialize Intellectual Property that they are free to do so. Finally, the number of invention disclosures filed at the University is a performance metric by which the University is judged, and which can drive funding to the University.

### **2. Am I obligated to disclose?**

Yes, the Policy requires disclosure of inventions created in the course of SRC Activity.

### **3. When should I disclose my Intellectual Property?**

The invention should be disclosed as soon as it is reduced to practice or can otherwise be clearly described in writing.

### **4. What is the disclosure process?**

The invention disclosure form can be accessed [here](#). The details of the disclosure process are provided in the Procedures.

The disclosure process begins by submitting a disclosure form to the Office of the Vice-President, Research and Innovation (OVPRI). If the form is complete, OVPRI will record the acceptance and issue a registration number to the disclosing party.

## **D. COMMERCIALIZATION**

### **1. What rights do faculty/students/staff have in terms of Commercialization if they have not used University resources to create the IP?**

Individuals who create Intellectual Property without any support from the University and wholly separate from their role at the University are at liberty to commercialize their Intellectual Property without involving the University. An individual can choose to disclose such Intellectual Property to the University with details regarding its creation and get confirmation from the University that it has no interest in the Intellectual Property.

### **2. How much revenue will I share with the University?**

The University is entitled to 10% Net Revenue received by the owner(s) of Intellectual Property resulting from its Commercialization.

However, if the University has provided Extraordinary Support in the creation, development, or protection of the Invention, the owners shall share 50% of any Net Revenue with the University until the University has recovered its Extraordinary Support, and 10% thereafter.

### **3. For how long will I have to share the Net Sales with the University?**

The University has the right to a share in the Net Revenue for as long as the owners are receiving Net Revenue.

### **4. Can faculty members commercialize on their own?**

Provided an individual has disclosed the Intellectual Property to the University, the owner(s) is at liberty to commercialize on their own without involving the

University in the Commercialization process. The owner is obligated to remit to the University the appropriate share of Net Revenue.

**5. Is the University obligated to assist in Commercialization?**

No, the University is under no obligation to assist owners in the Commercialization of Intellectual Property.

**6. Who would bear the filing costs?**

The owner(s) of Intellectual Property are responsible for the filing costs of a patent application or other Intellectual Property protection, unless the owner(s) have entered into an agreement with the University that states otherwise.

**7. How do I know if I have entered into an agreement with the University (re Commercialization/Extraordinary Support)?**

The University and the owner(s) will enter into an express Support Agreement providing for the rights and responsibilities of each party.

**8. How is the decision to support Commercialization undertaken by the University?**

The University will undertake a due diligence process to determine whether an investment of University resources in the Commercialization of the Intellectual Property is financially reasonable. The decision will be based on factors such as patentability of the invention, marketability, and other developmental or financial risks.

## **E. DISPUTE RESOLUTION**

**1. When should I consider initiating a dispute resolution process?**

Consider initiating the formal dispute resolution process if the dispute concerning creative contribution towards the creation of Intellectual Property cannot be settled through informal discussions.

**2. What is the University's role in resolving disputes between inventors?**

In situations covered under the Policy, upon receipt of a written request for dispute resolution the Vice-President, Research and Innovation ("VPRI") will appoint a Dispute Resolution Committee to investigate and report back. VPRI will review the report of the committee to render a decision.

**3. Are students allowed to bring advocates?**

Students involved in a dispute under the Policy referred to the Dispute Resolution Committee may consult with an advocate as a resource for the student at meetings or formal discussions.

**4. Who is an advocate?**

An advocate is an individual sanctioned by one of the recognized University student bodies (e.g. the Students' Union [TMSU], Continuing Education Students' Association [CESAR]), or any other arm's length student group sanctioned by the University. An advocate is available at the request of a student to advise and assist with submissions, appeals, and to act as a resource for the student at meetings/formal discussions.