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Administrative Responsibility:	Director, Research & Scholarly Activity Office	Procedure:

STATEMENT

1. Preamble and Purpose

This Policy applies to intellectual property (IP) created by members of the Vancouver Island University community. This Policy is intended to meet the needs of a vital academic community and its values, which include openness, sharing of ideas, collegiality, curiosity-driven research, academic freedom and support for students. Vancouver Island University recognizes its role in generating benefits for society through disseminating its research findings and creative activities, and where appropriate, encouraging the application of its research and creativity in tangible ways. This Policy is a vehicle by which the application of research and creativity is encouraged and facilitated. Accordingly, this Policy is designed to promote a supportive climate for the development of IP and the provision of services based on mutually beneficial partnerships that respect the interests of researchers and creators, Vancouver Island University, and the wider community. In establishing this Policy, consideration has been given to: a. the current thinking on IP within other Canadian post-secondary institutions and at the federal level; b. the historical practices of Vancouver Island University and its goals as an institution for the future; c. the standards and traditions in diverse academic disciplines; and d. the need to maintain consistency with other Vancouver Island University policies and procedures.

More specifically, the purpose of this Policy is to:

- 1.1 Provide a supportive climate and incentives for intellectual and creative development, innovation, and entrepreneurship by members of the Vancouver Island University community, including students.
- 1.2 Create an Intellectual Property environment consistent with the educational mandate of Vancouver Island University. This mandate encourages the wide dissemination of ideas and enables the creators to capitalize on their research. Vancouver Island University acknowledges that it has the privilege and obligation, within a framework of respect for copyright and patent principles, to share, spread and disseminate the products of scholarly activity to benefit the creators, the institution, and the public.

- 1.3 Provide a framework for effective development and use of discoveries for the economic benefit of British Columbia and Canada which would be in the interests of the public and Vancouver Island University.
 - 1.4 Provide the potential for gaining funds and other resources to be used to promote and aid research and creative activities, employee and student entrepreneurship, and technology transfer at Vancouver Island University.
 - 1.5 Ensure Vancouver Island University meets its obligations to funding sponsors and assist Vancouver Island University members in fulfilling the terms of grants or contracts with respect to Intellectual Property (as defined in [Section 2](#)).
 - 1.6 Provide safeguards for the equitable protection and disposition of proprietary rights and recognize and uphold the principles of scholarly integrity and academic freedom in the commercialization of IP for the protection of Vancouver Island University and its community.
 - 1.7 Establish a set of procedures to address ownership, disclosure, publication, commercialization, and disposition and sharing of revenues associated with Vancouver Island University IP, and when such sharing is in dispute, provide an effective dispute resolution mechanism.
2. Definitions
- 2.1 “Commercialization” means the creation of commercial processes, products and services derived in whole or in part from IP with the goal of financial return.
 - 2.2 “Courseware” means textbooks, instructional websites, or other instructional materials, created in either hardcopy or electronic formats by a Vancouver Island University Member in the course of employment with Vancouver Island University or arising from research, scholarly and/or creative activities.
 - 2.3 “Creator(s)” means the author, inventor, initiator or developer of IP, including but not limited to co-creators.
 - 2.4 “Direct Costs” means Vancouver Island University’s costs and fees (including legal fees and/or agents’ fees) associated with the acquisition, protection, management and/or Commercialization of IP, incurred directly by Vancouver Island University or its technology transfer designate or service provider. Direct Costs also include the costs of obtaining and maintaining IP protection, preventing unauthorized use or infringement of IP, support for prototype or proof of concept development, or legal costs associated with negotiating and implementing licenses or other internal or external Commercialization-related agreements with third parties, and that Vancouver Island University can account for. Direct Costs may also include funds for research where such support has been provided through internal Vancouver Island University research or related grants. Direct Costs may also include fees or other costs associated with Vancouver Island University contracting for external technology transfer services or related support. Direct Costs do not include costs associated with Vancouver Island University administrative staff time or services or

overhead costs, for example as provided by the Vancouver Island University research administration office.

- 2.5 “Intellectual Property” (“IP) is the result of intellectual or artistic activity, created by a Vancouver Island University Member in a scholarly, professional or student capacity including but not limited to inventions, processes, designs, word marks, design marks, logos, slogans, publications (including scholarly publications), educational materials, computer software, original works of art or performing rights, industrial and artistic designs, new plant varieties, confidential information and know-how that can be protected by intellectual property rights such as patent, copyright, trademark, integrated topography, plant breeders’ rights and trade secrets.
- 2.6 “Vancouver Island University Member(s)” means Vancouver Island University employees, including full-time, part-time, casual and contract employees, Vancouver Island University graduate and undergraduate students, Vancouver Island University A post-doctoral fellows, and research grant and contract employees.
- 2.7 “Vancouver Island University Resources” means Vancouver Island University facilities, Vancouver Island University’s physical structures, classrooms, research laboratories, capital equipment, technical facilities, services and personnel, and Vancouver Island University services, including the administration of funds received by Vancouver Island University in the form of grants, contracts or other support provided by Vancouver Island University, affiliated agencies, or partners, or external sponsors.
- 2.8 “Policy” means this Vancouver Island University IP Policy, including any and all supporting documentation, forms and related Vancouver Island University A policies, and the relevant provisions of the Common Agreement between the Province of British Columbia, CCFA and the BCGEU and the VIUFA Collective Agreement.
- 2.9 “Publication” means making IP available to the public by way of speech, print, paper, electronic or other means.
- 2.10 "Revenue(s)" means all revenues derived in whole or in part from Commercialization by a Creator or by Vancouver Island University, and whether by the Creator alone or jointly with Vancouver Island University, including without limitation net of expenses (which may be carried forward from year to year to offset gross revenue) arising from Commercialization, proceeds from royalties, profit-sharing, lump sum payments, and sale of equity shares, but does not include the funding or financing of research projects sponsored by a partner as part of a continuing program of collaborative research or the funds referred to in [Section 5.8](#).
- 2.11 “Technology Transfer Office” (TTO) means the organization responsible for the technology transfer, commercialization and intellectual property activities at VIU. This organization acts as the record keeper for IP disclosures and other

commercialization activities. The TTO is selected by and reports to the Vice President Academic.

3. Applicability

- 3.1 This Policy applies to all Vancouver Island University Members.
- 3.2 This Policy also applies to: (a) IP created by external research or other contractors, unless there are written contract clauses that stipulate otherwise and that have been approved by Vancouver Island University senior administration (Vice-President responsible for research, or higher, or designate), and (b) persons providing services to Vancouver Island University under a contract for services or a written agreement.
- 3.3 This Policy applies to the Creator and her/his heirs, successors, and assigns and Vancouver Island University's successors and assigns. This policy will apply for the lifetime of the Intellectual Property.
- 3.4 This Policy does not apply to:
 - a. IP created in the course of non- Vancouver Island University activities and/or where the IP was created without using Vancouver Island University Resources.
 - b. IP created during activities conducted wholly while on an unpaid leave of absence away from Vancouver Island University.
 - c. Creative works, such as artwork, novels or poems and the like, unless the production of these pieces has been directed and funded by Vancouver Island University.
- 3.5 This Policy does not apply to IP created by non- Vancouver Island University Members, but whose IP is used by Vancouver Island University Members, except in circumstances where a non-Vancouver Island University member collaborates with a Vancouver Island University Member and Vancouver Island University Resources are used or by virtue of a particular contractual arrangement.

4. The IP Policy

- 4.1 Vancouver Island University has a Creator owned IP Policy (subject to [Section 4.4](#)) in keeping with its obligations pursuant to the Common Agreement between the CCFA and the BCGEU and the VIUFA Collective Agreement, but subject to the exceptions set out in the University Act and the relevant federal intellectual property laws and the common law respecting patents, industrial design, trademarks, copyright, integrated circuit topography, plant breeders rights and trade secrets, in which Vancouver Island University retains ownership to IP.
- 4.2 In support of Vancouver Island University having a Creator owned Policy, Vancouver Island University Members retain full right, title and interest to their IP (subject to [Section 4.4](#) and the other provisions of this Policy), including as follows:

- a. The substance of a lecture developed by a Vancouver Island University Member (in such case, the lecturer), whether delivered in the classroom or via other means, is owned by the Creator and the records of such lectures are not covered by this Policy (subject to [Section 4.4b](#)).
 - b. Courseware developed by Vancouver Island University Members using Vancouver Island University Resources is owned by the Creator (subject to [Section 4.4b](#)).
 - c. IP created by a Vancouver Island University Member exclusively under an undergraduate or diploma or certificate program as part of the course of completing the requirements for an academic degree, certificate or other academic program is owned by the Creator, subject to any employment or other obligations between such Vancouver Island University Members and Vancouver Island University, and subject to any other obligations between such Vancouver Island University Members and any external parties that sponsor or support student academic activities (e.g. companies that provide real-client student projects as part of an academic program).
 - d. IP created by a Vancouver Island University Member exclusively under a graduate program as part of the course of completing the requirements for an academic degree is owned by the Creator, provided the Vancouver Island University Member and the supervising faculty member have agreed in writing that the Vancouver Island University Member is the sole Creator (in circumstances where the graduate student is claiming sole ownership), and subject to any employment or other obligations between such Vancouver Island University Members and Vancouver Island University, and subject to any other obligations between such Vancouver Island University Members and any external parties that sponsor or support student academic activities.
- 4.3 While Vancouver Island University has a Creator owned Policy, the provisions of [Sections 4.1 and 4.2](#) shall not apply in the event a Creator voluntarily assigns or transfers any interest in their IP to Vancouver Island University to enable to Vancouver Island University assist the Creator with Commercialization, or for other purposes mutually agreed to. Vancouver Island University, at its discretion, may accept such assignment or transfer and, thereafter, may transfer or license its ownership or interest to other third parties.
- 4.4 The following are exceptions to Vancouver Island University's Creator owned Policy:
- a. Administrative Duties - Vancouver Island University owns IP resulting from work specifically requested of a Vancouver Island University Member by Vancouver Island University pursuant to a written contract of employment or, in general, as a result of the fulfillment of an administrative role for Vancouver Island University, including but not limited to the development of databases and collection of information, development of processes, creation of electronic tools and systems (e.g. websites and information technology systems), information brochures and promotional materials, commissioned

or requested studies, reports or descriptive handbooks. In essence, this means that work or IP created by Vancouver Island University Members (and particularly Vancouver Island University administrative staff) during the course of their usual and/or specified administrative roles at Vancouver Island University is owned by Vancouver Island University (unless otherwise agreed to in writing).

- b. Contract Employment Duties for Courseware or Other Materials - Vancouver Island University owns IP resulting from the performance of a written contract for service, agreement or commission in which Vancouver Island University and the Creator have agreed to Vancouver Island University's ownership, including but not limited to products prepared for distance education and/or continuing education courses and purchased outright by Vancouver Island University, and other types of teaching, Courseware or research-related materials, production of which is initiated at the request of Vancouver Island University, subject to a written agreement and or license between Vancouver Island University and the Creator to the contrary. This Vancouver Island University ownership of Courseware does not, in general, include the development of lecture notes or Courseware by Vancouver Island University faculty in the course of their normal faculty or department teaching duties (see [Section 4.2a](#)).
 - c. Research and Development (R&D) Contracts and/or Partnerships - Vancouver Island University or a sponsoring agency may own the rights to IP developed in the course of sponsored research, or require different IP ownership provisions pursuant to a written agreement. For example, in situations where an external party (e.g. industry partner) sponsors R&D activities at Vancouver Island University, the sponsoring party (or Vancouver Island University) may own the rights to IP, but where such assignment of IP rights from the Creator to the sponsor or Vancouver Island University will require the prior informed support of the Creator.
- 4.5 Vancouver Island University retains a royalty-free perpetual right to use for scholarly, academic, research, and other non-commercial internal purposes, all IP including Courseware created through use of Vancouver Island University Resources.
- 4.6 In all cases, the Vice-President Administration & Finance and/or the Dean/Director of the Faculty/School (or their designate) will determine whether the research or activity connected with the IP involves any ownership obligations to an outside sponsor, party, or to Vancouver Island University.
- 4.7 Creators retain their traditional right to determine, within reason, the timing and nature of Publication of research and other academic results, except:
- a. When such Publication restrictions are in accordance with other Vancouver Island University policies and procedures, or

- b. In circumstances where Vancouver Island University has obtained the willing consent of the Creator prior to entering into a third party agreement which would preclude or restrict the Creator's ability to communicate their results.
- 4.8 Consistent with Vancouver Island University's support for graduate students, nothing in this Policy shall preclude a graduate student from publishing his/her thesis in any form at any time.
- 4.9 Wherein Vancouver Island University retains ownership of IP or IP is assigned or transferred by the Creator to Vancouver Island University, Vancouver Island University will obtain the consent of the Creator before entering into third-party or other agreements which would preclude or restrict the Creator's ability to communicate the results of research.
- 4.10 Given IP creation often results from collaborative or co-operative efforts among Vancouver Island University Members and external parties, Vancouver Island University encourages Creators to discuss ownership of IP and potential for Commercialization with staff of the Vancouver Island University Technology Transfer Office (TTO) or its equivalent. If Commercialization is anticipated and there is more than one Creator, a written agreement among the Creators regarding ownership sharing and procedures and the impact of Commercialization should be concluded as early as possible and before any negotiations related to Commercialization are commenced with external parties and/or the private sector.
- 4.11 When students or other supervised persons are involved, the supervising person is obligated to inform the students or other supervised persons of the intent to Commercialize and inform them that the Vancouver Island University TTO or its equivalent will advise them of all relevant policies, with the goal of achieving arrangements that are fair and equitable.
- 4.12 Because of Vancouver Island University's: a. responsibility to be accountable to government and the public; b. interest in being informed of the activities of its employees and students in this area; c. obligations regarding contract research, IP, and liability and related issues; d. right to a share of the Revenue earned from Commercialization of the IP developed using Vancouver Island University Resources; and e. interest in ensuring it has the opportunity to offer Commercialization related support through its TTO or other offices, disclosure of all IP developed using Vancouver Island University Resources is required of Vancouver Island University Members as follows:
 - a. For scholarly publications and much of the other typical creative activity by Vancouver Island University researchers and employees, disclosure for IP of a non-Commercial nature is to be done through established Institutional processes (e.g. Vancouver Island University Annual Scholarly Activity Report) and/or employee evaluation process.
 - b. Any Creator who intends or elects to Commercialize IP that has been developed using Vancouver Island University Resources, must disclose such intention to Vancouver Island University, whether the Creator intends to

Commercialize his/her IP independent of or with the support of Vancouver Island University, and where such disclosure must occur prior to commencement of any Commercialization activities, including initiation of discussions or negotiations with any third or private sector parties. Such disclosure must be in writing to the Vancouver Island University Technology Transfer Office (TTO) or equivalent or, as appropriate, to the Dean/Director of the Faculty/School (for faculty members), senior supervisors (for other Vancouver Island University employees), or faculty supervisor (for students who use significant Vancouver Island University Resources. see Commercialization Procedures, #3), and where these administrative groups will then forward the information to the appropriate other Vancouver Island University offices.

- 4.13 The person or body holding the assignment of a copyrighted work holds sole responsibility for ensuring that the work is original. Where third party copyright materials are included in the work, the copyright holder must ensure that an appropriate license to these copyrighted materials has been obtained and is maintained.

5. Commercialization and Revenue Sharing

- 5.1 Fulfilling its role as a research and educational institution, Vancouver Island University has the right to a share of Revenue earned from Commercialization of the IP developed using Vancouver Island University Resources, and then to use this Revenue within Vancouver Island University to promote and provide incentives for the pursuit of research and creative activities, support employee and student entrepreneurship, and provide resources for technology transfer and other activities at Vancouver Island University.
- 5.2 Vancouver Island University supports the principle that the Revenue accruing from IP Commercialization should be shared fairly and proportionately between the Creator(s) and Vancouver Island University, in relation to the contributions of the parties (see Procedures).
- 5.3 In support of a Creator owned IP Policy, Creators are free to commercialize their IP alone, without involving Vancouver Island University in the Commercialization process, or may request Vancouver Island University's assistance in commercializing, or decide not to proceed with Commercialization of their IP (subject to the provisions of this Policy).
- 5.4 The procedures for the Commercialization of non-Courseware IP generated by Vancouver Island University Members using Vancouver Island University Resources and subsequent sharing of any Revenue realized is outlined in the Commercialization Procedures that accompany this Policy.
- 5.5 The requirement and mechanism for Vancouver Island University to share in Revenue (as per [Section 5.4](#)) shall:

- a. Not apply to the Commercialization of Courseware in instances where the annual Revenues generated from such Commercialization are less than \$5,000 in a calendar year – in such cases the Creator may retain all such Revenues.
 - b. In situations where the Commercialization of Courseware realizes Revenues in excess of \$5,000 annually, Vancouver Island University shall be entitled to 50% of all such Revenues in excess of \$5,000.
- 5.6 Vancouver Island University and/or its TTO or equivalent shall be responsible for the reporting and administration of the proceeds of Commercialization to Creators and other third parties, as applicable.
- 5.7 For the purposes of determining the allocation and/or split of Revenue, either Vancouver Island University or the Creator may require the other to provide an accounting of all revenues and funds received and expenses incurred with regard to IP covered by this Policy.
- 5.8 Speakers' honoraria, reimbursement of travel expenses or out-of-pocket expenses, and similar payments received by the Creator in the course of the normal dissemination of knowledge are not considered Revenue for the purposes of this Policy.
- 6. Use of Vancouver Island University's Share of Revenue
 - 6.1 Vancouver Island University's share of Revenue from Commercialization of IP shall be administered under the authority of the Vice-President Administration & Finance and/or Academic and shall be used to support further Vancouver Island University research, student and technology transfer activities and, also, Vancouver Island University general operations, and shall be distributed as follows:
 - a. 40% to the Creator's Faculty (to be used at the discretion of the Dean)
 - b. 60% to be further subdivided as follows:
 - i. 20% to the Office of the Vice-President Academic
 - ii. 20% to the Vancouver Island University Foundation
 - iii. 20% to Vancouver Island University Pacific Research Ltd (a fund designed to provide future support for Vancouver Island University research activities)
- 7. Implementation and Interpretation of this Policy
 - 7.1 The Vice-President Administration & Finance has executive responsibility for implementing this Policy and will be the final decision authority on behalf of Vancouver Island University for any Commercialization related agreements entered into.

7.2 IP created prior to the approval of this Policy shall be reviewed by Vancouver Island University and its TTO or equivalent, in consultation with the Creators, to determine the applicability of any prior and relevant Vancouver Island University agreements, policies and procedures.

7.3 Questions of interpretation or application of this Policy rests ultimately with the President

8. Resolution of Disputes

8.1 If a dispute arises among Creators regarding their relative contributions to the creation of IP and such dispute cannot be settled by the individuals involved, the advice and assistance of the Vancouver Island University TTO or its equivalent, the Faculty Dean, and/or other administrative equivalents will be sought.

8.2 Disputes between the Creator and Vancouver Island University regarding the provisions of this Policy which cannot be resolved through informal consultation shall be referred to appropriate dispute resolution processes set out in agreements and or collective agreements for such Vancouver Island University Members or the appropriate set of other Vancouver Island University policies or regulations governing the Vancouver Island University constituent group of which the Creator is a member. In situations not covered by existing agreements or policies, Vancouver Island University and the parties involved will agree upon a dispute resolution mechanism using a third party outside of the process and where this person may be a mutually agreed upon person from within the institution.

8.3 Where the relationship between the Creator and Vancouver Island University may be governed by more than one agreement or set of policies or regulations owing to multiple activities of the Creator within Vancouver Island University, then that agreement or set of policies or regulations which relate to the primary status of the Creator will apply for purposes of actions under [Section 8](#) of this Policy.

COMMERCIALIZATION Procedures

General:

1. All Vancouver Island University Members are eligible to access Vancouver Island University's technology transfer related or other resources to potentially support the Commercialization of their IP in accordance with the procedures and guidelines outlined in this Policy.
2. Creators are encouraged to disclose their intent to Commercialize as soon as reasonable after the decision to Commercialize the IP has been made, or as soon as research or other creative results demonstrate applications of a commercial potential (as, for example, Creators of IP should be aware that Publication may introduce deadlines for proprietary protection of IP).
3. Vancouver Island University Members who develop IP during the normal course of their academic requirements (e.g. students undertaking class assignments, reports and presentations) and who do not make exceptional use of Vancouver Island University resources or facilities (e.g. use of scientific lab equipment, extended use of school computers for running simulations or serving information,), and where other Vancouver Island University Members have not contributed to the creation of the student's IP, and where no obligations exist with respect to external sponsors, are not required to disclose their intent to commercialize such IP to Vancouver Island University (as outlined in [Section 4.12](#)), and Vancouver Island University has no right to share in Revenues realized from such IP, unless an agreement with Vancouver Island University or its representative is reached to the contrary. This exemption relates to all undergraduate students. Students are encouraged to approach the Vancouver Island University TTO or its equivalent or their supervisor or department head to determine whether their creation falls within this exemption.
4. Vancouver Island University shall make all reasonable efforts to maintain the confidentiality of proprietary and business information of Creators when disclosing IP and Commercialization plans to Vancouver Island University. Similarly, Creators shall make all reasonable efforts to maintain and not disclose proprietary or business information of Vancouver Island University.
5. Creators must consult with and obtain the approval of the Vancouver Island University TTO or its equivalent or senior Vancouver Island University personnel (Vice-President level or higher or designate), before using Vancouver Island University's name, logo, facilities or resources in connection with any commercial activities. In addition, Vancouver Island University reserves the right to revoke the approval to associate Vancouver Island University and thereby disassociate itself from an Intellectual Property or commercialization activity.

Option 1 Creator chooses to commercialize his/her IP alone, without involving Vancouver Island University (or its TTO) in the Commercialization process.

Any Creator who intends or elects to commercialize IP that has been developed using Vancouver Island University Resources, **must disclose such intention to Vancouver Island**

University (see [Section 4.12](#)), whether the Creator intends to commercialize their IP independent of or with the support of Vancouver Island University.

When Vancouver Island University directly, or through its TTO, indicates an interest in supporting Commercialization of the IP that has been developed using Vancouver Island University Resources, but the Creator chooses to commercialize the IP without using Vancouver Island University services and support, Vancouver Island University will assert its right to a share of the proceeds and will normally receive 20% of all Commercialization Revenue received by the Creator(s) to reflect Vancouver Island University's infrastructure and other resource investment, and to ensure a return on investment to support further research and creative activities at Vancouver Island University. Variations to this 20% Vancouver Island University share may be made, under the authority of the Vice President, Administration & Finance, based on above-normal or below-normal use of Vancouver Island University Resources and additional financial or other contributions from the Creator or other parties.

The requirement for the Creator to share 20% of Revenue with Vancouver Island University shall not apply if Vancouver Island University indicates in writing (through the Vice-President Administration & Finance) that it has no interest in supporting Commercialization of the IP.

When a Creator commercializes his or her IP without using Vancouver Island University services and support, the following restrictions apply:

1. No Vancouver Island University Resources may be used during the Commercialization of the IP without the express written permission of Vancouver Island University (Vice-President level or designate) where such Vancouver Island University Resources, in addition to those outlined in [Section 2.7](#), include the use of Vancouver Island University's name, electronic systems (email, phone, fax, etc), and/or the use of representation of the Creator's position at Vancouver Island University (e.g. using department letterhead for correspondence, etc).
2. No activities may occur or references may be made by the Creator that suggest or commit Vancouver Island University to any form of association with, responsibility for, or liability associated with the Commercialization of the IP, without the express written permission of Vancouver Island University (Vice-President level or designate).

Option 2 **Creator chooses to request Vancouver Island University assistance in the Commercialization of his/her IP.**

1. Any Creator who intends or elects to Commercialize IP that has been developed using Vancouver Island University Resources, **must disclose such intention to Vancouver Island University** (see [Section 4.12](#)), whether the Creator intends to Commercialize their IP independent of or with the support of Vancouver Island University.
2. Upon disclosure, the Vice-President Administration or the Vancouver Island University TTO or equivalent (as designate) will work with the Creator to determine

the commercial potential of the IP and whether investment of Vancouver Island University resources in Commercialization is warranted.

3. If Vancouver Island University declines to invest in or support the Commercialization of the IP, the Creator may pursue Commercialization alone as per Option 1 above, but where Vancouver Island University waives its right to receive 20% of Revenue (i.e. per Option 1, item 3).
4. When Vancouver Island University directly, or through its TTO or equivalent, agrees to support Commercialization of the Creator's IP and the Creator desires to work with Vancouver Island University, the Creator will be required to make assignment to Vancouver Island University of all rights in and to the IP to enable Vancouver Island University to act effectively on the Creator's behalf.
5. Following such assignment, Vancouver Island University will commence Commercialization activities, with the support and involvement of the Creator, and pursue protection of the IP, as applicable. Commercialization activities and support to be provided by Vancouver Island University and its TTO or equivalent, may include:
 - a. Evaluation of commercial potential
 - b. Protection of IP
 - c. Identification of commercial partners
 - d. Prototype development support
 - e. Access to continued use of Vancouver Island University resources, facilities and equipment
 - f. Access to additional public and private funding sources
 - g. Assisting with the creation of new ventures through advice on business planning, legal matters and capital acquisition
 - h. Agreements and contracts development and negotiation
 - i. Administration and distribution of revenues
6. The aforementioned assignment agreement (see #5) will also detail a **Revenue sharing agreement** between the Creator and Vancouver Island University, and where the guidelines for such Revenue-sharing will be as follows:
 - a. Vancouver Island University (or its TTO or equivalent) will first be re-paid for all past applicable Direct Costs before any Revenues are distributed to a Creator.
 - b. After re-payment of Direct Costs, all additional Revenues shall, typically, be shared between the Creator(s) and Vancouver Island University as follows:
 - i. 50% Creator(s) – 50% Vancouver Island University; if significant Vancouver Island University (or its TTO or equivalent) Resources were used in the development of the IP, and if Vancouver Island University (or its TTO or equivalent) is required to put significant direct and/or indirect investment into IP protection (e.g. patenting) and/or other Commercialization activities; or

- ii. 50%-75% Creator(s) - 25%-50% Vancouver Island University; if significant Vancouver Island University Resources (or its TTO or equivalent) were not used in the development of the IP and/or if significant IP protection is not required and/or Vancouver Island University (or its TTO or equivalent) does not have to put significant other direct and/or indirect investment into Commercialization activities.
 - c. The exact revenue sharing formula between the Creator and Vancouver Island University, under [6.b](#), will be discussed and agreed to between Vancouver Island University and the Creator once the path to commercializing the IP has been agreed to by the parties. Further variations to these formulae may be made, under the authority of the Vice President, Administration & Finance, based on above-normal or below-normal use of Vancouver Island University Resources and additional financial or other contributions from the Creator or other parties. Further variations to these formulae are also possible regarding the compensation tied to the formation of spin-off companies or for the Commercialization of student IP.
- 7. If Vancouver Island University fails to make reasonable efforts to support technology transfer for the IP and/or commercialize the IP for any 12-month period of time, Vancouver Island University will assign its rights back to the Creator, if so requested by the Creator. Vancouver Island University will also give reasonable notice to the Creator, and in any case, notice of not less than one month, if Vancouver Island University decides that it will not pursue or maintain the protection of IP. Under such cases the Creator may still pursue Commercialization alone, as per Option 1 above.

Forms:

[Intellectual Property FAQ and Flowchart](#)