



SIMON FRASER UNIVERSITY
ENGAGING THE WORLD

TO: Senate

FROM Joy Johnson
Chair – Senate Committee on Agenda and Rules (SCAR)

DATE: June 26, 2025

SUBJECT: Draft Intellectual Property Policy and Definitions (R 30.03)

SCAR has reviewed S.25-109 (Draft Intellectual Property Policy and Definitions) and is forwarding it to Senate for information.

Senate – BRIEFING NOTE

SUBJECT	Review of DRAFT Intellectual Property Policy and Definitions (R 30.03)
DATE	July 7, 2025
ET SPONSOR	Dugan O’Neil, Vice-President, Research and International
UNIT/DEPARTMENT	Vice-President, Research and Innovation (Technology Licensing Office)
PREPARED BY	Kamaldeep Singh Sembi – Director, Technology Licensing & IP Legal Counsel
ET MEMBER(S) CONSULTED PRIOR TO SUBMISSION	<input type="checkbox"/> PROVOST <input type="checkbox"/> VPAAE <input type="checkbox"/> VPER <input type="checkbox"/> VPFA <input type="checkbox"/> VPPEI <input checked="" type="checkbox"/> VPRI
RESOURCE PEOPLE TO ATTEND MEETING	Kamaldeep Singh Sembi

TOPIC

- Review of DRAFT amended Intellectual Property Policy (R 30.03), renamed *Intellectual Property, Invention & Software Policy*.

BACKGROUND

In March 2025, the University initiated consultation on proposed amendments to R 30.03. Feedback was gathered through extensive consultation with a broad range of stakeholders, which included faculty members, deans, the original drafters of the current policy, faculty associations, SFUFA, TSSU, Graduate Studies, external university tech transfer offices, and industry advisors. A Statement of Scope of Senate Engagement has been received by the Board of Governors which is attached for reference.

1. Based on feedback, particularly concerns regarding the teaching materials portion in the policy, the decision was made to split the policy into two separate policies: Intellectual Property, Invention & Software Policy (which will continue to be referred to as R30.03); and
2. Intellectual Property, Educational Materials Policy

This memo refers only to R 30.03 *Intellectual Property, Invention & Software Policy*. The *Intellectual Property, Educational Materials Policy* will be consulted and drafted separately under the jurisdiction of Office of the Provost and Vice-President Academic. The bifurcation of the policies is commensurate with practices at other post-secondary institutions in Canada, such as McGill, UBC, and UofT, which maintain separate policies for inventions and educational materials.

With the proposed *changes*, SFU may be better positioned to attract top talent faculty through provision of a policy that incentivizes founder-friendly entrepreneurially minded faculty to translate their research and innovations from lab to market. Such efforts may also create further revenue for the University from successful research translations of which the University holds consideration (e.g., equity and/or royalties).

CONSIDERATIONS

The proposed R 30.03 aims to transition SFU to a more transparent and creator-focused IP model incentivizing faculty and students to innovate and commercialize. Notably, the major changes include:

1. Reducing the currently required revenue share from 15% to 0% for SFU creators that commercialize without Technology Licensing Office (TLO) assistance. This removes financial deterrents while ensuring reporting and collaboration.
2. Replacing financial deterrents and introducing non-monetary obligations (e.g., by performing innovation engagement obligations such as mentoring, lecturing, or other types of guidance and mentorship to help other SFU members achieve commercialization goals) to support SFU's innovation ecosystem.

The proposed revisions align incentives for academia and industry to establish clear pathways for commercial ventures and investors to engage with the University for fair revenue-sharing.

CHANGE MANAGEMENT STRATEGY

A memo titled *"Encouraging Innovation Through Updated Intellectual Property (IP) Policy"* was issued and posted to the SFU Dashboard on April 10, 2025, informing the university community that the decision had been made to split the existing policy into two separate policies.

NEXT STEPS

- **July 2025:** Share updated policy with TSSU
- **July 2025:** Share updated policy with Senate
- **July 2025:** Submit the updated policy to the Executive Team for approval
- **September 2025:** Updated policy reviewed and approved by the Board of Governors

ATTACHMENTS

- Revised R 30.03: Intellectual Property, Invention & Software Policy
- Intellectual Property, Invention & Software Procedures
- Appendix A - Intellectual Property Invention and Software Policy Definitions
- Board of Governors Statement of Scope of Senate Engagement

DRAFT INTELLECTUAL PROPERTY, INVENTION AND SOFTWARE POLICY

POLICY STATEMENT

On January 22, 2025, acting under delegated authority, the Governance, Risk and Compliance Committee of the Board of Governors approved the following special policy statement in respect of policy R 30.03 (the “Policy”):

For the duration of an interim period prior to the creation of a separate Intellectual Property policy encompassing scope of educational materials, the Policy will be applied and interpreted by the following language consistent with the Intellectual Property policy approved on July 22, 2004:

Although the University has the right to require assignment of an interest in intellectual property (“IP”) created by a University Member through the use of its resources, the full ownership of IP and all rights pertaining to ownership are vested in the Creator, unless the Creator has entered into an agreement with the University to the contrary.

The University specifically acknowledges that the substance of a lecture, whether delivered in the classroom or via other means, belongs to the Creator (in this case the lecturer) and that records of such lectures do not constitute IP under the terms of this Policy. The University will distribute records of such material to University Library cardholders only with the permission of their Creator.

The University specifically acknowledges that IP created in the form of a textbook, instructional website, or other instructional material developed as part of the normal course teaching activities of a faculty member is owned by the Creator.

The University specifically acknowledges that IP created exclusively by a student Creator in the course of completing the requirements for an academic degree or certificate is owned by the student Creator, to the extent that the IP comprises part of the requirements for the degree or certificate. In order to qualify under this paragraph, the student and the supervising faculty member must agree in writing that the student is the sole inventor or author, as the case may be, pursuant to the relevant IP law. Consistent with SFU Graduate Regulations, nothing in this Policy shall preclude a graduate student from publishing his/her thesis in any form at any time.

The University retains a royalty-free perpetual right to use for scholarly, academic and other non-commercial purposes all IP created through use of University resources.

Date
June 2025

Number
R 30.03

**Date of Last
Review/Revision**

**Mandated
Review**

Policy Authority: Vice-President, Research and Innovation

Associated Procedure(s): Intellectual Property Procedures

EXECUTIVE SUMMARY

This Intellectual Property, Invention and Software Policy (“Policy”) establishes the principles and framework for the treatment of intellectual property (“IP”) created by University Members for Inventions and Software. This policy was created to incentivize the creation of IP by all University Members to foster a more collaborative and vibrant innovation ecosystem at SFU with benefit to British Columbia, Canada, and the world at large. But for expressly defined situations, this Policy is a Creator-owned Policy; meaning the Policy provides that the ownership of IP rights rests with the Creator(s) of the IP.

This Policy appreciates that University Members may use IP for a diversity of applications. For example, some University Members may wish to use their IP to promote scholarly activity, proliferate their ideas, and utilize open-source ideals for knowledge dissemination. In other applications, University Members may wish to utilize their IP as protected assets to take their creations to market to seek investment and stop/deter market competitors from replicating the same proprietary creation. Whichever application is chosen, the University Members’ IP may impact society in a multitude of ways (social impact, economic impact, etc.). Thus, this Policy is provided to lay guidance to these diverse applications of IP created at SFU in a comprehensive and clear manner.

TABLE OF CONTENTS

1.0	PRINCIPLES	3
2.0	PURPOSE	4
3.0	SCOPE AND JURISDICTION	4
4.0	DEFINITIONS	4
5.0	POLICY	5
6.0	ROLES AND RESPONSIBILITIES	6
7.0	RELATED LEGAL, POLICY AUTHORITIES AND AGREEMENTS.....	6
8.0	ACCESS TO INFORMATION AND PROTECTION OF PRIVACY	7
9.0	RETENTION AND DISPOSAL OF RECORDS	7
10.0	POLICY REVIEW	7
11.0	POLICY AUTHORITY	7
12.0	INTERPRETATION	8
13.0	PROCEDURES AND OTHER ASSOCIATED DOCUMENTS	8

1.0 PRINCIPLES

- 1.1 In order to incentivize the creation of IP by all University Members to foster a vibrant innovation ecosystem, collaboration amongst University Members is required. The principles for which to create the aforementioned collaboration include:
- 1.1.1 **Creator Owned Principles:** University Members who create IP own the products of their intellectual endeavours and are free to publish those products without commercial intent, pursue Commercialization of the IP in their own right, or to pursue Commercialization with the assistance of the University.
 - 1.1.2 **Inclusivity:** This Policy aims to facilitate an inclusive approach to engage all University Members, regardless of their level of engagement with SFU's Technology Licensing Office ("TLO").
 - 1.1.3 **Increasing Community Engagement:** This Policy aims to increase the community engagement by incentivizing University Members to provide community-based benefits to the SFU community such as mentorship, provision of resources and/or facilities, hiring of University Members in SFU spinout companies, or similar type of community engagement.
 - 1.1.4 **Clarity and Comprehension:** This Policy aims to clearly and concisely define ownership of University Member IP rights in Invention and Software for all University Members and third-parties which are interested in comprehending the scope of rights afforded to University Members by the University.

- 1.1.5 **Requirement for Full Disclosure:** A University Member who creates IP in Invention and Software is required to disclose the intention to Commercialize that IP because of the University's responsibility to be accountable to government and the public.
- 1.1.6 **Foster University Innovation:** This Policy aims to incentivize the creation of IP by all University Members to foster a more collaborative and vibrant innovation ecosystem at the University.
- 1.1.7 **Dissemination of Products of Scholarly Activity:** This University has an obligation, with respect to this Policy's IP framework and principles, to disseminate the products of scholarly activity to benefit University Members, the University, British Columbia, and the world at large.

2.0 PURPOSE

- 2.1 The purpose of this Policy is to establish a framework and principles regarding IP rights in Invention and Software for University Members;

3.0 SCOPE AND JURISDICTION

- 3.1 This Policy applies to: all University Members, including employees, students, post-doctoral fellows and researchers, affiliated with the University who use University Resources or funds administered by the University in the course of University-related scholarly and creative activities.
- 3.2 This Policy does not apply to IP in Invention and Software created in the course of non-University activities that do not make use of University Resources or funds administered by the University, for example outside employment or other activity in an area unrelated to University activities, or activity conducted wholly while on an unpaid leave of absence away from the University.
- 3.3 This Policy does not apply to IP related to other works than Invention and Software. For clarity, IP related to Educational Material is not within the purview of this Policy.

4.0 DEFINITIONS

- 4.1 Please see **Appendix A** for the definitions of words used in this Policy and its associated procedures.

5.0 POLICY

5.1 Ownership of Invention and Software

5.1.1 The full ownership of IP rights for Invention and Software is vested in the Creator, unless the Creator has entered into an agreement with a third-party to the contrary. The following exceptions apply:

- a University owns the IP rights in Invention and Software resulting from work specifically requested of a University Member by the University pursuant to a written contract of employment. For further clarity, the production of the Invention and Software must be initiated at the request of the University. ;
- b the University owns IP rights in Invention and Software resulting from the performance of a contract for service, agreement or commission in which the University and the Creator have agreed to the University's ownership; or
- c the University, sponsoring agency, collaborator, or client owns the IP rights in Invention and Software developed pursuant to a written contract.

5.1.2 The University receives a royalty-free non-commercial license to IP rights in Invention and Software of the Creator. The non-commercial license allows the University to use these IP rights of the Creator for only the following purposes: teaching, research, scholarly publication, and educationally-related or other non-commercial uses.

5.2 Commercialization

5.2.1 Any Creator who elects to Commercialize their IP in Invention and Software is required to disclose the intention to the University as provided for in Section 6.2.1.

5.2.2 Creators are free to Commercialize their IP in Invention and Software without the assistance of the University subject to Section 5.4.1.

5.2.3 The Creator may request the University's assistance in commercializing, which may include requesting assistance from the TLO.

- a Assistance from the TLO may include University funded legal costs for intellectual property, translational assistance, market intelligence, licensing, and negotiation assistance.

5.2.4 Creators are provided confidentiality of their proprietary and business information when disclosing IP in Invention and Software and Commercialization plans to University personnel, including staff of the TLO, Research Services, and the Vice-President, Research and International.

5.3 Revenue Sharing

5.3.1 Creators who Commercialize their IP in Invention and Software without assistance from the University in the Commercialization process may elect to either: (1) provide an Institution Revenue Share with the University, or (2) provide no Revenue share with the University, and instead perform innovation-based services outlined in a Innovation Engagement Agreement, entered into between the Creator and the University, that benefits innovation within the University and/or the wider community in British Columbia. Further details on the Revenue sharing and the Innovation Engagement Agreement are recited in the **Intellectual Property, Invention and Software Procedures**.

5.3.2 Creators who request and receive the University's assistance in commercializing, provide an Innovation Revenue Share with the University. Further details on Revenue sharing are recited in the **Intellectual Property, Invention and Software Procedures**.

5.4 Inconsistency of Policies

5.4.1 Where this Policy or its associated procedures directly contradicts a provision in a collective agreement between the University and a union, the collective agreement provision will prevail with respect to the members of the bargaining unit covered by that collective agreement.

6.0 ROLES AND RESPONSIBILITIES

6.1 Vice-President, Research and International has executive responsibility for implementing this Policy and will be the final decision authority on behalf of the University for any commercialization agreements entered into under this Policy.

6.2 University Members

6.2.1 IP in Invention and Software created by University Member with the intention to Commercialize the IP must be disclosed to the University because of the University's responsibility to be accountable to government and the public.

7.0 RELATED LEGAL, POLICY AUTHORITIES AND AGREEMENTS

7.1 The legal and other University Policy authorities and agreements that may bear on the administration of this Policy and may be consulted as needed include but are not limited to:

7.1.1 *University Act*, R.S.B.C. 1996, c. 468

7.1.2 *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165

- 7.1.3 *The Patent Act*, R.S.C., 1985, c. P-4
- 7.1.4 *The Trademark Act*, R.S.C., 1985, c. T-13
- 7.1.5 *The Copyright Act*, R.S.C., 1985, c. C-42
- 7.1.6 *The Industrial Design Act*, R.S.C., 1985, c. I-9
- 7.1.7 *Conflict of Interest Policy* (GP 37)
- 7.1.8 *Policy on University Trade-Marks* (GP 28)
- 7.1.9 *Policy on External Research Grants and Contracts* (R10.01)
- 7.1.10 *Policy on Service Contracts* (AD 3.13)
- 7.1.11 *Simon Fraser University and Simon Fraser University Faculty Association Collective Agreement*
- 7.1.12 *Collective Agreement Between the Board of Governors of Simon Fraser University and the Teaching Support Staff Union*

8.0 ACCESS TO INFORMATION AND PROTECTION OF PRIVACY

- 8.1 The information and records made and received to administer this Policy are subject to the access to information and protection of privacy provisions of British Columbia's *Freedom of Information and Protection of Privacy Act* and the University's Information Policy series.

9.0 RETENTION AND DISPOSAL OF RECORDS

- 9.1 Information and records made and received to administer this Policy are evidence of the University's actions to implement a framework for IP rights for University Members. Information and records must be retained and disposed of in accordance with a records retention schedule approved by the University Archivist.

10.0 POLICY REVIEW

- 10.1 This Policy must be reviewed every five years and may always be reviewed as needed.

11.0 POLICY AUTHORITY

- 11.1 This Policy is administered under the authority of the Vice-President, Research and International.

12.0 INTERPRETATION

- 12.1 Questions of interpretation or application of this Policy or its procedures shall be referred to the Vice-President, Research and International whose decision shall be final.

13.0 PROCEDURES AND OTHER ASSOCIATED DOCUMENTS

- 13.1 Appendix A contains the definitions applicable to this Policy and its associated procedures.
- 13.2 The procedures for this Policy are: *Intellectual Property, Invention and Software Procedures*.

DRAFT INTELLECTUAL PROPERTY, INVENTION AND SOFTWARE PROCEDURES

Date
June 2025

Number
R 30.03

**Date of Last
Review/Revision**
2004

**Mandated
Review**
2030

Policy Authority: Vice-President, Research and Innovation

Parent Policy: Intellectual Property, Invention and Software Policy (R 30.03)

1.0 PURPOSE

- 1.1 The purpose of these procedures is to establish processes for the Commercialization of IP in Invention and Software created by University Members in the course of University related scholarly and creative activities. Specifically, they set out processes for Commercialization of IP in Invention and Software, with or without the assistance of the University, and details on agreements between the University and Creators related to IP Commercialization.

2.0 DEFINITIONS

- 2.1 See **Appendix A** to the Intellectual Property policy R 30.03 (“Policy”) for definitions of words used in the policy and in these procedures.

3.0 PROCEDURE

- 3.1 Disclosure of Intention to Commercialize
- 3.1.1 A Creator of IP in Invention and Software is required to disclose the intention to Commercialize their IP to the University as provided for in Section 6.2.1 of the Policy.
 - 3.1.2 The Creator, who wishes to Commercialize their IP in Invention and Software with assistance from the University, shall disclose the intention to Commercialize their IP to the University by completing and submitting an Invention Disclosure Form to the TLO.
 - 3.1.3 The Creator, who wishes to Commercialize their IP in Invention and Software without the assistance of the University, shall disclose their intention to Commercialize via:

- a the annual reporting that is required under Outside Activities Policy A 30.04. After completing the Outside Activities Policy A 30.04 form; and
- b by completing and submitting an Invention Disclosure Form from the TLO upon commencement of the Creator's intention to commercialize.

3.2 Requesting Assistance from the University for Commercialization

3.2.1 A Creator of IP in Invention and Software may request assistance from the University for Commercialization by contacting the TLO and completing the following process:

- a Submission of a completed Invention Disclosure Form to the TLO.
- b The TLO will determine, in a timely manner, whether the submitted technology described in the completed form will receive assistance from the University.
- c The TLO will provide a written determination of the decision made to the Creator.
- d Upon a positive determination of the TLO willing to extend assistance to the Creator, the Creator may enter into a Technology Assignment & Revenue Sharing Agreement ("TARSA") with the University. The TARSA provides the obligations for both the Creator and University with respect to obligations for Commercialization efforts. The TARSA requires that the submitted technology be assigned from the Creator to the University, such that the University can provide full Commercialization assistance to the Creator.

3.2.2 Assistance provided by the University for Commercialization shall include any one or more of the following types of assistance:

- a *Paid legal costs for IP:* the TLO will cover legal costs for strategizing, preparing, filing, and prosecution of IP related to the submitted Invention Disclosure Form.
- b *Translational assistance:* the TLO will aid in providing translational assistance (e.g., portions of grant writing) for technology and/or research related to the submitted Invention Disclosure Form.
- c *Market intelligence:* the TLO will aid in providing market intelligence such as market assessment reports and/or regulatory strategy/procedure for technology related to the submitted Invention Disclosure Form.
- d *Licensing and negotiation assistance:* the TLO will aid in providing professional negotiation and licensing professionals to lead licensing negotiations related to the submitted Invention Disclosure Form.

3.2.3 University and Creator obligations for Commercialization

- a The specific obligations for Commercialization between University and Creator are provided in a TARSA agreement executed by both Creator and TLO.
- b The TLO must provide the Creator with interval-based Commercialization reports on Commercialization efforts taken by the TLO for the technology related to the submitted Invention Disclosure Form.
- c The Creator may withdraw from the assistance provided by the University for Commercialization as per provisions in the TARSA.
- d The University may withdraw from providing assistance for Commercialization as per provisions in the TARSA.

3.3 Community Engagement Agreement

- 3.3.1 Creators who Commercialize their IP without assistance from the University in the Commercialization process may elect to either: (1) provide an Institution Revenue Share with the University, or (2) provide no Revenue share with the University, and instead perform innovation-based obligations outlined in an Innovation Engagement Agreement.
- 3.3.2 The Innovation Engagement Agreement between the Creator and the TLO will include any one or more of the following, similar or analogous, types of covenants:
 - a Provide a mentorship workshop to SFU members coordinated by SFU Innovates.
 - b Facilitate a one on one mentorship relationship with an SFU member coordinated by SFU Innovates for one semester.
 - c Hire at least one SFU member for a co-op position.
 - d Hire at least one SFU member (graduated within last 2 years) for a full-time position.
 - e Provide funds and/or funds in-kind for facilities at SFU (e.g., labs, buildings, equipment, instruments, or similar).
- 3.3.3 Upon request from the TLO, the Creator, under the Innovation Engagement Agreement, shall report on the status of the covenants recited in an Innovation Engagement Agreement.
- 3.3.4 With consent of the Creator, the TLO may advertise the completed covenants recited in a Innovation Engagement Agreement to illustrate how public funds have in part created impact at the University.

3.4 Revenue Sharing

- 3.4.1 Revenue sharing amongst one or more Creators for a particular IP in Invention and Software:
 - a The University shall provide each of the Creators with guidance to their IP rights under this Policy.

- b The University shall provide non-binding standard equitable models for Revenue sharing to each of the Creators for the particular IP. The University encourages Creators to share Revenue in a good faith and equitable manner.
 - c The Creators, amongst themselves, solely determine each of their respective Revenue shares.
- 3.4.2 For provision of the Institution Revenue Share, the following Revenue sharing models with the University will be used:
 - a Each Creator pays the University 15% of Revenue received by that Creator in excess of \$100,000 of annual Revenue.
- 3.4.3 For provision of the Innovation Revenue Share, the following Revenue sharing models with the University will be used to determine equitable distribution of Revenue with the Creator:
 - a Upon Direct Costs not being recovered by the University, the Creator retains 50% of annual Revenue, with the remaining 50% of the annual Revenue to be given to the University.
 - b Upon Direct Costs being recovered by the University, the Creator retains 70% of annual Revenue, with 30% of the annual Revenue to be given to the University.
- 3.4.4 If the Creators incorporate a spinout company, the University may negotiate with the Creators, to alter the Revenue sharing model to include an equity-based model.
- 3.4.5 Notwithstanding 3.4.2, 3.4.3 and 3.4.4, the TLO, solely at their discretion, reserves the right to create custom Revenue sharing models when deemed necessary.
- 3.4.6 Revenue collected by the university shall be distributed to the Vice-President Research and International and Vice-President Academic portfolios. The funding will normally be used to support knowledge mobilization and innovation activities at the University, faculty and department or school levels.

4.0 RELATED LEGAL, POLICY AUTHORITIES AND AGREEMENTS

- 4.1 The legal and other University Policy authorities and agreements that may bear on the administration of this Policy and may be consulted as needed include but are not limited to:
 - 4.1.1 *University Act*, R.S.B.C. 1996, c. 468
 - 4.1.2 *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165
 - 4.1.3 *The Patent Act*, R.S.C., 1985, c. P-4
 - 4.1.4 *The Trademark Act*, R.S.C., 1985, c. T-13

- 4.1.5 *The Copyright Act, R.S.C., 1985, c. C-42*
- 4.1.6 *The Industrial Design Act, R.S.C., 1985, c. I-9*
- 4.1.7 *Conflict of Interest Policy (GP 37)*
- 4.1.8 *Policy on University Trade-Marks (GP 28)*
- 4.1.9 *Policy on External Research Grants and Contracts (R10.01)*
- 4.1.10 *Policy on Service Contracts (AD 3.13)*
- 4.1.11 *Policy on Outside Activities (A 30.04)*
- 4.1.12 *Simon Fraser University and Simon Fraser University Faculty Association Collective Agreement*
- 4.1.13 *Collective Agreement Between the Board of Governors of Simon Fraser University and the Teaching Support Staff Union.*

Schedule A

Policy R30.03 (Intellectual Property) concerns the manner in which rights in intellectual property (IP) are allocated to creators of IP and commercialization of IP rights as between creators and the university. Accordingly, per sections 27(1), 27(2)(u) and (v), and 37(1) of the *University Act*, this policy is within the sole jurisdiction of the Board of Governors (Board).

With respect to next steps in Senate engagement, the Board directs the Designated Lead to:

- forward to the Senate Office the notice for the University community to provide comments and feedback during the anticipated community consultations phase of this policy's development; and
- present this policy to SCAR for consideration, with a note regarding the Board's view that SCAR direct that this policy be provided to Senate for information.

APPENDIX A - DRAFT DEFINITIONS - INTELLECTUAL PROPERTY, INVENTION AND SOFTWARE POLICY

Date
June 2025

Number
R 30.03

**Date of Last
Review/Revision**
2004

**Mandated
Review**
2030

Policy Authority: Vice-President, Research and Innovation

Parent Policy: Intellectual Property Policy (R 30.03)

1.0 PURPOSE

- 1.1 The definitions in this Appendix define the words used in the Intellectual Property Policy and in the Intellectual Property Procedures.

2.0 DEFINITIONS

- 2.1 **“Commercialization”** means the process of translating technologies related to Invention and Software, and the associated IP related to the technologies, from the University to third parties. Commercialization may involve assignment, licensing, manufacturing or production of IP as well as the protection of IP, including, but not limited to, obtaining patent protection and copyright registration, with the goal of economic and social impact. Commercialization may involve the generation of a spinout company based on the technologies and associated IP related to the technologies, and providing strategy, IP protection, and business guidance for the spinout company with the goal of economic and social impact.
- 2.2 **“Innovation Engagement Agreement”** means an agreement signed by the Creator and SFU where the Creator covenants to fulfil one or more expressly defined innovation-based obligations to aid innovation with SFU and/or the wider community in British Columbia.
- 2.3 **“Creator”** means a University Member that is the initiator and developer of the IP related to Invention and Software. To be considered a Creator, an individual must be considered to be a creator of the IP pursuant to the relevant law, for example, an inventor pursuant to the Patent Act, or an author or co-author pursuant to the Copyright Act. It is recognized that collaborative or co-operative effort may involve several Creators.
- 2.4 **“Direct Costs”** means the University's costs and fees (including legal fees and agents' fees) associated with the acquisition, management and Commercialization of the IP related to Invention and Software. For example, Direct Costs include costs of evaluating, obtaining and maintaining IP protection, preventing unauthorized use or infringement, prototype development funds,

negotiating, and implementing licenses or other agreements with third parties. Direct Costs may also include costs of procuring consultants to generate market assessment reports or other similar competitive intelligence analysis. Direct Costs do not include the University's research, office or overhead costs incurred.

- 2.5 **“Educational Material”** means lecture, textbook, instructional website, online courses, distance learning modules, e-learning, or other instructional material developed as part of the normal course teaching activities.
- 2.6 **“Inventions”** means any new and useful art, process, machine, manufacture, design or composition of matter, or any new and useful improvement to any art, process, machine, manufacture, design or composition of matter, which is or may be protected by patent, plant breeder’s right, industrial design, utility model, or other similar intellectual property right.
- 2.7 **“Invention Disclosure Form”** means a form distributed by the Technology Licensing Office which provides for a Creator to summarily describe their IP related to Invention and Software to the Technology Licensing Office for disclosure and/or evaluation for Commercialization assistance from the Technology Licensing Office.
- 2.8 **“Revenue”** means the monetary amount derived from the Commercialization of IP related to Invention and Software (by the Creator if commercialized by the Creator, or by the University if commercialized by the University), and includes, without limitation, proceeds from royalties, profit-sharing, lump sum payments, milestone payments, and sale of equity shares. Revenue does not include the financing of research projects sponsored by a partner as part of a continuing program of collaborative or sponsored research. Moreover, Revenue is not net of expenses or taxes.
- 2.9 **“Software”** means any set of instructions that is expressed, fixed, embodied, or stored in any manner and that can be used directly or indirectly in a device in order to bring about a specific result. Examples of software may include, but are not limited to: source code, object code, executable code, scripts, algorithms, routines, application programming interfaces, databases and data structures, graphical user interfaces, embedded software, and firmware.
- 2.10 **“Technology Assignment Revenue Sharing Agreement (TARSA)”** means an agreement that provides the obligations for both the Creator and University with respect to obligations for Commercialization efforts when the University provides Commercialization assistance to the Creator.
- 2.11 **“Technology Licensing Office (TLO)”** means the office under the Vice-President Research and International which is delegated authority to advise, administer, and adjudicate all matters related to intellectual property related to Invention and Software.
- 2.12 **“University”** means Simon Fraser University.
- 2.13 **“University Member”** means a member of the University community, and includes University employees, students, post-doctoral fellows, research assistants, and research grant employees affiliated with the University and who use facilities, resources or funds administered by the

University in the course of University-related research and other creative activities. The full scope of rights for research assistants is described in **Appendix A** in the **Intellectual Property Procedures**.

- 2.14 **“University Resources”** include but are not limited to the University’s physical structures, research laboratories, capital equipment, technical facilities, services and personnel. University services include the administration of funds received by the University in the form of grants, contracts or other support provided by the University or external sponsors.
- 2.15 **"Institution Revenue Share"** means Revenue that is provided to the University when the Creator commercializes IP without assistance from the University.
- 2.16 **"Innovation Revenue Share"** means Revenue that is provided to the University when the Creator receives assistance for commercialization of their IP from the University.