Laurentian University Commercialization Policy

Office of Administration:	Vice-President, Research
Approval Authority:	Board of Governors
Approval Date:	June 16

- in the Jim Fielding Innovation Space, access to IP education, and the facilitation of connections to local innovation ecosystem partners
- 3.1.3 in a manner that fosters mutually beneficial relationships with our sponsors, partners, licensees, and technology receptors, and
- 3.1.4 in a manner that further encourages investment in talent development, undergraduate and graduate student training, and the support of life-long learning that enhances innovation, commercialization and social entrepreneurship.

4. Institutional Roles and Responsibilities

- 4.1 The commercialization of IP is managed through the Office of the Vice-President, Research. The office is responsible for managing IP assigned to the University through the various phases of commercialization, beginning with invention disclosure and following through to licensing and/or start-up formation.
- 4.2 Entrepreneurship support and educational services are offered through the Jim Fielding Innovation and Commercialization Space.
- 4.3 Ownership of IP created by members of the Laurentian University Faculty Association (LUFA) is defined within the Collective Agreement. Under the terms of the Collective Agreement:
 - 4.3.1 The Members of LUFA have the right to make their own arrangements at their own expense to patent an invention subject to the obligations in the Collective Agreement and shall be entitled to all the proceeds therefrom except where the invention was made with the use of the Employer's funds, personnel or equipment.
 - 4.3.2 Where Members of LUFA decide that they will not patent, produce or market an invention, improvement or discovery at their own expense but consent to the University patenting, producing or marketing the invention, before an application for patent is filed by the University, the University shall negotiate an agreement with the members. The agreement shall provide that the Members shall assign all their rights, titles and interests in the invention, improvement or discovery to the University subject to the University and the Members sharing equally in the "net proceeds" derived therefrom.
- 4.4 Articles 6.30 and 6.35 of the Collective Agreement outline all provisions related to ownership of patents and copyright at Laurentian University and are attached as Appendix A for information purposes.

7. Partnering with our Innovation Ecosystem

7.1 With the objective of helping researchers forge national and international collaborations that increase funding, visibility and excellence of research and innovation, Laurentian is committed to the promotion and development of a culture of innovation through engagement with industry, funding agencies and the broader Sudbury community. Laurentian University is an active participant in the Greater Sudbury innovation ecosystem, working closely with the local small business enterprise centre (Sudbury Regional Business Centre) and the regional innovation centre (NORCAT), in addition to provincial and federal economic development agencies such as the Northern Ontario Heritage Fund Corporation (NOHFC) and the Federal Economic Development Agency for Northern Ontario (FedNor). Laurentian University is the co-creator and current network lead for the Sudbury Innovation Alliance (SIA), an informal alliance of organizations involved in the commercialization of new and emerging technologies in Greater Sudbury. SIA's goal is to proactively champion successful technology commercialization by connecting innovators and SMEs to committed resource providers and by engaging the community as functional incubators. Its ultimate goal is to drive job creation, revenue growth, follow-on

- 8.2 Revisions to the Policy will be sent for comment to the student associations, unions and employee groups, and any other stakeholder, as determined by the Office of the Vice-President, Research, to ensure the provision and consideration of input from a diverse selection of students and employees.
- 8.3 Updates to the following information contained in this Policy do not require approval of the Board of Governors:
 - 8.3.1 The supports and services referred to in paragraph 3.1 and 3.2 of this Policy;
 - 8.3.2 The Annual Commercialization Plan referred to in paragraph 2.2 of this Policy.
- 8.4 A copy of this Policy as approved and amended is posted on the University's website and is always available to anyone who requests it.

Appendix A

ARTICLE 6.30 - PATENTS

- 6.30.1 The Employer agrees that the Members have the unqualified right to publish their inventions. The Employer further agrees that the Members have no obligation to modify their research to enhance patentability nor, unless otherwise agreed, any obligation to seek patent protection for the results of their scientific work.
- 6.30.2 The Employer waives, disclaims and abandons any interest in or claims to any invention, improvement, design or development made by a Member or Members except where this has occurred with the use of the Employer's funds, personnel or equipment in which instance the conditions set out in Article 6.30.4 hereof shall apply. Unless otherwise provided in this Article, any invention or any patent arising therefrom shall be the sole property of the inventor.

invention, improvement, design or development to the Members, subject to the University and the Members sharing equally in the "net proceeds" as used in this Article shall mean the net profits derived from licensing or commercialisation of the patented product, equipment or process after deduction of all expenses incurred in patent searches, for obtained patent protection and for maintaining said protection in Canada and in other countries.

6.30.5 Members agree to disclose the q re66.30.5

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unless otherwise provided for in this Article and shall affirm in writing at that time whether or not the discovery has been made and developed with the use of Employer's funds, personnel or equipment. The Employer may within one (1) month of receipt of the statement of the Member challenge in writing the assertion of the Member in regard to the circumstances of the discovery, in which case the matter shall be settled by arbitration as detailed in Article 11.15 Arbitration Procedure. Any challenge by the Employer shall be null and void unless received within the above noted time limit. If the Member(s) fails to disclose the existence of patent applications within three (3) months, it shall be understood that the Employer maintains its rights under this Article until such disclosure is made. Failure by the Employer to challenge the assertion of the Member within one (1) month shall constitute a waiver of any rights that the Employer may have had in such discovery.

- 6.30.6 For the purpose of interpreting Articles 6.30.2 to 6.30.5 above, payment of regular salary and benefits shall not be construed as use of the Employer's funds.
- 6.30.7 Members shall grant to the Employer a non-exclusive, Mgathydrsehiatlevocable, indivisible, and non-transferable right to-

right

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- 6.30.10 Any revenue that the Employer may receive from inventions shall be dedicated to academic development and research with at least fifty percent (50%) of such income designated for academic development and research in the Faculty/Library with which the inventor is affiliated. These funds shall be maintained in a special account, which shall be open to the inspection of the President of the Union or the President of the Union's designate.
- 6.30.11 The Employer agrees that it shall not enter any agreement to sub-contract work or responsibilities already undertaken or possessed by the Employer and the Members without securing to the Members who may be seconded to or be employed by the sub-

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through a special contract with the Members, which sets out terms in accordance with the terms

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within the time limit, they shall receive a copy of those sections at a cost not exceeding the cost of the tape/film/recording or other medium upon which the work has been produced plus