

Royal Roads University Policy

Policy Number:

c1010

First implemented:

March 1, 2013

Approved By:

Board of Governors

Office of Oversight:

Vice-President Academic

1. Preamble and Purpose

This Policy applies to intellectual property (IP) created by members of the RRU community. This Policy is written within the context of a vital academic community and its values, which include openness, sharing of ideas, collegiality, research, academic freedom and support for students. RRU recognizes its role in generating benefits for society through the creation, preservation, and transfer of knowledge, dissemination of 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 creative results are encouraged and facilitated. RRU supports the principles of creator owned IP whenever possible/feasible. Accordingly, this Policy is designed to establish and promote those principles and provide 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, RRU, and the wider community. In establishing this Policy, consideration has been given to: (a) the historical practices of RRU and its goals as an institution for the future; (b) the current thinking on IP within other Canadian post-secondary institutions and at the federal level; (c) the standards and traditions in diverse academic disciplines; and (d) the need to maintain consistency with other RRU 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 RRU community, including students;

1.2. Acknowledge that RRU has an obligation, within a framework of respect for copyright and patent principles, to disseminate the products of scholarly activity to benefit the creators, the institution, and the public;

1.3. Provide a framework for effective development and utilization of discoveries for the economic benefit of British Columbia and Canada which would be in the interests of the public and RRU;

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 RRU;

1.5. Ensure RRU meets its obligations to funding sponsors and assist RRU 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 RRU and its community;

1.7. Establish a set of procedures to address ownership, disclosure, publication, commercialization, and disposition and sharing of revenues associated with RRU IP, and when such sharing is in dispute, provide an effective dispute resolution mechanism.

2. General Overview of the IP Policy and Procedures (see also Appendix A for a visual outline of this section)

The RRU IP Policy and Procedures applies to all members of the RRU community (see definition of 'members' below). RRU supports creator owned IP, subject to certain exceptions specifically designed to ensure the ability of the University to effectively carry out its normal course of business (for example, IP generated as part of prescribed and assigned duties are typically owned by or freely accessible to RRU).

All IP developed using RRU resources must be disclosed to RRU, though such disclosure is normally not required of RRU students as part of their normal educational activities (see Section 6).

Where IP is anticipated to be commercially viable and/or there is any intent to commercialize, such IP must be disclosed to the University prior to the commencement of any commercialization related activities. Upon disclosure, RRU will work with the creator to evaluate the potential commercial viability of the IP and the ability and/or desire of RRU to provide further support towards commercialization.

Where RRU declines to support commercialization of IP, the creator is then free to pursue such activities, but without using additional RRU resources, and with no further recourse owed to RRU.

Where RRU offers to support commercialization of the IP, the creator can choose whether to work with RRU or pursue commercialization on their own. When the creator chooses to pursue commercialization on their own, they must do so without using additional RRU resources and they are also required to provide a portion of their future realized revenues back to the University in recognition of the support RRU provided in the initial development of the IP. When the creator chooses to pursue commercialization with RRU, an agreement to this effect will be entered into between RRU and the creator, and this agreement will detail revenue sharing. Once such an agreement is signed, RRU and the creator will work in partnership to try to successfully

commercialize the IP.

RRU's portion of any such realized commercialization revenues will be used to support further RRU research, faculty, employee, and student activities as well as RRU general operations. The creator's share of any such commercialization revenues may be used at the creator's discretion.

3. Definitions

3.1. "Commercialization" means the creation of commercial processes, products and/or services derived in whole or in part from IP.

3.2. "Conflict" includes, but is not limited to, both conflict of interest and conflict of commitment. In order to avoid Conflict situations and, in a manner consistent with RRU's Conflict of Interest Policy and other RRU policies that reference Conflict of interest, RRU Members shall:

- a) Not engage or become connected in any business undertaking for gain without prior written approval, specifying the specific terms and conditions of such undertaking, from the appropriate Vice President or his/her delegate; and
- b) Avoid any situation in which any actual, potential or perceived Conflict of interest may arise, and to report to his/her supervisor any such actual, potential or perceived Conflict of interest of which they may become aware.

Conflict related to IP may arise from the distribution of materials (primarily but not limited to education related materials) developed using RRU Resources, whether for commercial gain or non-commercial purposes, while the RRU Member is employed by, under contract to, or otherwise affiliated in any way with RRU, and where such distribution would potentially make the RRU Member, or the third party to which the material is to be distributed, a competing entity with RRU. Such Conflict would occur, for example, when a RRU Faculty member provides an academic course developed and/or offered at RRU to another university (without the consent of RRU), while the RRU Faculty member is still employed or under contract to RRU.

3.3. "Courseware" means textbooks, instructional websites, software, or other instructional materials, created in either hardcopy, electronic or any other format by a RRU Member. Courseware may also include unique or newly created or amended technical processes, tools, or systems that are required to effectively deliver a RRU course or program, either through a website or through other electronic means. Courseware does not include the Substance of a Lecture (see Section 3.16).

3.4. "Creator(s)" means the author, inventor, initiator or developer of IP, including but not limited to co-creators.

3.5. "Direct Costs (of Tech Transfer and/or Commercialization Support)" means RRU's costs and fees (including legal fees and/or agents' fees), which it can account for, associated with the acquisition, protection, management and/or Commercialization of IP, directly by RRU, 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. Direct Costs may also include funds for research where such support has been provided through internal RRU research or related grants. Direct Costs may also include fees or other costs associated with RRU contracting for external technology transfer services or related support. Direct Costs do not include costs associated with RRU administrative staff time or services or overhead costs, for example, as provided by the RRU research administrative office.

3.6. “Exceptional Use of RRU Resources” means when the Creator receives or uses more than normal support towards the development of their IP or receives time and/or other RRU Resources specifically dedicated to the development of the IP. Exceptional Use of RRU Resources includes, for example: (a) paid release time from regularly assigned duties where the primary purpose of this is the creation of new instructional media; (b) direct discretionary investment by the University of funds or staff, or the purchase of special equipment or materials for a project; (c) extraordinary use of multimedia production personnel and facilities; or (d) extraordinary use of computing resources. Exceptional Use of RRU Resources may also include the ability of the Creator to use RRU’s name or logo, the use of voice or images of RRU students or staff, significant use of images of the RRU campus, and/or substantial creative contribution(s) by RRU employees or students in connection with the Creator’s IP in instances where the Creator wishes to distribute or Commercialize the IP external to RRU. Exceptional Use of RRU Resources does not normally include the customary/ordinary use by RRU Members of their office, computer, University computing infrastructure, support staff, supplies, and library resources. Exceptional Use of RRU Resources also does not normally include a RRU Member’s basic salary or the provision of or access to overhead or administrative support typically associated with the delivery of the University’s administrative services including the Office of Research. Exceptional Use of RRU Resources also does not normally include the customary/ordinary use by RRU students of their classrooms, student labs, computing facilities, and library resources.

3.7. “Intellectual Property” (“IP”) is the result of intellectual, creative or artistic activity, created by a RRU 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, evaluation tools, computer software, original works of art or performing rights, industrial 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.

3.8. “Prescribed and Assigned Duties” mean duties or activities applicable to the core business of RRU (i.e. the delivery and administration of educational programs and courses) undertaken by a RRU Member as part of their normal course of employment. Such duties may be specifically assigned by a supervisor (verbally or in writing as part of an employment or other contract), or may be initiated by the RRU Member himself/herself as part of the person’s need or desire to do their job to the best of their ability. Examples of Prescribed and Assigned Duties include, but are not limited to:



a) For RRU Faculty: the development of educational course materials for RRU academic programs or courses to which the faculty member has been assigned to teach (e.g. program outlines and guides, PowerPoint presentations, exams, etc.) and which may include both Courseware and/or the Substance of a Lecture, and/or the generation of RRU Faculty Research Activities and Products (see Section 3.10 for definition).

b) For all other RRU staff: 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, and production of commissioned or requested studies, reports or descriptive handbooks.

3.9. "RRU Faculty" refers to faculty as defined in the RRU Collective Agreement (i.e. a full-time or part-time member of the faculty of RRU as defined by the RRU Board of Governors to conduct teaching, research, and administration).

3.10. "RRU Faculty Research Activities and Products" means activities undertaken or products produced by RRU Faculty that are associated with research and/or development projects and includes all scholarly activities. Research Activities and Products may be generated as part of a research grant, a research contract, an institutional based consulting contract, an institutional service contract relating to academic matters or any other institutionally based contract other than direct instructional contracts.

3.11. "RRU Member(s)" includes the following: RRU employees, including full-time, part-time, casual and contract employees, RRU Faculty (as defined in Section 3.9), RRU graduate and undergraduate students, other non-degree students, RRU post-doctoral fellows, research grant and contract employees, visiting workers and those otherwise affiliated with the university (e.g., visiting professors, etc.).

3.12. "RRU Resources" means RRU facilities, RRU's physical structures, classrooms, research laboratories, capital equipment, technical facilities, services and personnel; RRU services, including the administration of funds received by RRU in the form of grants, contracts or other support provided by RRU, affiliated agencies, or partners, or external sponsors; and specifically the use of RRU's name, logo, or use of voice or image of RRU students or staff, or significant use of images of the RRU campus.

3.13. "Policy" means this RRU IP Policy and Procedures, including any and all supporting documentation, forms and related RRU policies, and the relevant sections of other RRU agreements and policies, as applicable.

3.14. "Publication" means making IP available to the public by way of speech, print, paper, electronic or other means.

3.15. "Revenue" means all revenues derived in whole or in part from Commercialization by a Creator or by RRU, and whether by the Creator alone or jointly with RRU, 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 (related to an exit or acquisition event); 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 7.7.

3.16. “Substance of a Lecture” means course or program outlines, handouts, PowerPoint or other image or written presentation formats, materials, notes, and teaching assignments and examination related materials that are distributed or made available from the lecturer or program/course coordinator to students as part of a RRU educational program, course or class. Substance of a Lecture may also include unique or newly created technical processes, tools, or systems that are required to effectively deliver such courses, classes or programs.

4. Applicability

4.1. This Policy applies to all RRU Members.

4.2. This Policy applies to all IP created using RRU Resources, even in situations where the Creator has left or will be leaving the University and plans to use, distribute or Commercialize such IP independent of RRU, unless there is a written agreement with RRU (Vice President Academic and Provost or President or delegate) to the contrary.

4.3. This Policy also applies to: (a) IP created by external research contractors, unless there are written contract clauses that stipulate otherwise and that have been approved by RRU senior administration (Vice President or President or delegate), and (b) other persons providing services to RRU under a contract for services or a written agreement.

4.4. This Policy applies to the Creator and her/his heirs, successors, and assigns and RRU's successors and assigns.

4.5. This Policy does not apply to:

a) IP created in the course of non-RRU activities and/or where the IP was created without using RRU Resources.

b) IP created during activities conducted wholly while on an unpaid leave of absence away from RRU.

c) IP created by non-RRU Members but whose IP is used by RRU Members, except in circumstances where a non-RRU Member collaborates with a RRU Member and RRU Resources are used or by virtue of a particular contractual arrangement.

5. The IP Policy and Procedures

5.1 RRU Supports Creator owned IP (subject to Section 5.4) in keeping with its obligations pursuant to the BC 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, wherein RRU retains ownership to IP (see Article 16 of the RRU Collective Agreement).

5.2 In support of the principles of Creator owned IP, RRU Members retain full right, title and interest to their IP (subject to Sections 5.4, 5.5 and other relevant provisions of this Policy), including as follows:

a) The Substance of a Lecture developed by RRU Faculty (in such case, the lecturer), whether delivered in the classroom or via other means, are owned by the Creator, as is Courseware developed by RRU Faculty using RRU Resources, subject, in both cases, to Section 5.4(b) and Section 5.5(a). RRU Faculty are entitled to use such Substance of Lectures or Courseware for commercial or non-commercial non-RRU purposes, subject to the disclosure requirements under Section 6 and other provisions of this Policy, and provided such activities are not in Conflict with their position at RRU, and provided the Creator does not use any RRU Resources for the distribution of such Substance of a Lecture or Courseware to non-RRU entities, and provided the Creator also does not make any use of or reference to RRU Resources or suggest any affiliation with RRU, unless the Creator has express written approval of a RRU Vice President level authority to the contrary.

b) RRU Faculty Research Activities and Products developed using RRU Resources are owned by the Creator, subject to Section 5.4 and Section 5.5(b) and Section 6, and except in specific situations wherein it is pre-agreed that such activities undertaken by a RRU Faculty will be owned by RRU.

c) IP created by a RRU 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 RRU Members and RRU, and subject to any other obligations between such RRU 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 RRU Member exclusively under a graduate student program as part of the course of completing the requirements for an academic degree is owned by the Creator, provided the RRU Member and the supervising faculty member have agreed in writing that the RRU 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 RRU Members and RRU, and subject to any other obligations between such RRU Members and any external parties that sponsor or support student academic activities.

5.3 While RRU supports Creator owned IP, the provisions of Sections 5.1 and 5.2 shall not apply in the event a Creator voluntarily assigns or transfers any interest in their IP to RRU to enable RRU to assist the Creator with Commercialization, or for other purposes mutually agreed to. RRU, at its discretion, may accept such assignment or transfer and, thereafter, may transfer or license its ownership or interest to other third parties (see Commercialization Procedures, Appendix B, attached to this Policy).

5.4 The following are exceptions to RRU's Creator owned Policy:

a) Prescribed and Assigned Duties - RRU owns all IP, including moral rights, resulting from the work of RRU Members as part of their Prescribed and Assigned Duties, unless otherwise agreed to in writing, and with the exception of the provisions for RRU Faculty under Sections 5.2(a) and 5.2(b).

b) Contract Employment Duties for the Production of Educational or Other Materials

i. Educational Materials - RRU owns all IP resulting from the performance of a written contract for service, agreement or commission in which RRU and the Creator have agreed to RRU's ownership, including but not limited to products prepared for on-campus, distance education and/or continuing education courses and purchased outright by RRU, and other types of teaching or research-related materials, production of which is initiated at the request of RRU, subject to a written agreement and/or license between RRU and the Creator to the contrary.

ii. Other Materials - RRU also owns all other IP created as administrative or other tools, systems, processes, etc, resulting from the performance of a written contract for service, agreement or commission in which RRU and the Creator have agreed to RRU's ownership, subject to a written agreement and/or license between RRU and the Creator to the contrary.

c) Sponsored Research and Development (R&D) Partnerships – 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 which must have prior approval by both the Creator and the Vice President Academic and Provost or President or Associate Vice President Research or delegate.

5.5 Under this Policy, RRU retains a royalty-free, perpetual right to use:

a) For any purposes, the Substance of a Lecture and Courseware developed by RRU Faculty using RRU Resources as part of their Prescribed and Assigned Duties, and where such use includes the right of RRU to modify, distribute and/or sell such Substance of a Lecture and Courseware.

b) For scholarly, academic, research, and other internal purposes of a non-commercial nature, all IP developed by RRU Members, including RRU Faculty Research Activities and Products, where RRU Resources were used in the development of the IP.

5.6 Under this Policy, in all cases, the Vice President Academic and Provost (or delegate) and/or the Associate Vice President Research, and/or the Dean of the Faculty/School (or their designate) or Senior Manager of a Division will determine whether the research or activity connected with the IP involves any ownership obligations to an outside sponsor, party, or to RRU.

5.7 Creators retain their traditional right to determine, within reason, the timing and nature of Publication of research and other academic results, except:

- a) When restriction on such Publication is in accordance with other RRU policies and procedures.
- b) Where RRU 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.

5.8 Consistent with RRU Graduate Student Regulations, nothing in this Policy shall preclude a graduate student from publishing his/her thesis in any form at any time, without the informed consent of the graduate student and, as applicable, the informed consent of the graduate student's supervisor.

5.9 Wherein RRU retains ownership of IP or IP is assigned or transferred by the Creator to RRU, RRU will inform (and, where possible, seek consent from) 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.

5.10 Given IP often results from collaborative or co-operative efforts among RRU Members and external parties, RRU encourages Creators to discuss ownership of IP and potential for Commercialization with staff of the RRU Office of Research or RRU 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 third parties.

5.11 Under this Policy, 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 Office of Research or TTO (or equivalent) will advise them of all relevant policies, with the goal of achieving arrangements that are fair and equitable.

6. Disclosure

6.1 Under this Policy and because of RRU's: (a) responsibility to be accountable to government and the public; (b) legitimate 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 RRU 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, commercial or non-commercial, developed using RRU Resources is required by RRU Members, as follows:

- a) For scholarly Publications and much of the other typical creative activity by RRU Faculty and researchers, disclosure of IP of a non-commercial nature shall normally be through the annual updated curriculum, through discussions with or presentations to a supervisor, or by other acceptable RRU procedures.

- b) Any Creator who intends or elects to Commercialize IP that has been developed using RRU

Resources must disclose such intention to RRU, whether the Creator intends to Commercialize his/her IP independent of or with the support of RRU, and where such disclosure must occur prior to commencement of any Commercialization activities, including initiation of discussions or negotiations with any third parties. Such disclosure must be in writing to:

- i. The RRU Office of Research or RRU TTO or equivalent, and
 - ii. The Dean of the Faculty or other administrative heads of non-academic units or School Director (for students who use significant RRU Resources; see Commercialization Procedures), and where these administrative groups will then forward the information to the appropriate other RRU offices.
- c) The disclosure requirements in Sections 6.1(a) and 6.1(b) do not normally apply to RRU students who develop IP during the normal course of their academic requirements (e.g. class assignments, reports and presentations) and who do not make Exceptional Use of RRU Resources, and where other RRU Members have not contributed to the creation of the student's IP, and where no obligations exist with respect to external sponsors. In such situations, RRU recognizes that it has no right to share in Revenues realized from such student developed IP, unless an agreement with RRU or its technology transfer representative is reached to the contrary (for example, where a student voluntarily enters into an agreement to access RRU tech transfer services or other RRU administrative offices for support towards the Commercialization of their IP). Students are encouraged to approach the RRU Office of Research or their Dean to determine whether their creation falls within this exemption or whether they have made Exceptional Use of RRU Resources.

7. Commercialization and Revenue Sharing

7.1 Fulfilling its role as a research and educational institution, RRU has the right to a share of Revenue earned from Commercialization of the IP developed using RRU Resources, and then to use this Revenue within RRU 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 RRU.

7.2 In support of a Creator owned Policy, Creators are, subject to the provisions of this Policy, free to:

- a) Commercialize their IP alone, without involving RRU in the Commercialization process; or
- b) Request RRU's assistance in Commercializing their IP; or
- c) Decide not to proceed with Commercialization of their IP.

7.3 The procedures for the Commercialization of non-Courseware IP generated by RRU Members using RRU Resources, and the subsequent sharing of any Revenue realized, is outlined in the Commercialization Procedures, attached as Appendix B to this Policy.

7.4 The procedures for the Commercialization of Courseware generated by RRU Faculty using RRU Resources are as follows:

a) The Commercialization of Courseware is also as outlined in the Commercialization Procedures, attached as Appendix B to this Policy, subject that the requirement and mechanism for RRU to share in Revenue (as per Section 7.1 and Appendix B) shall not apply in instances where the annual Revenues generated from such Courseware Commercialization are less than \$5,000 in a calendar year – in such cases the Creator may retain all such Revenues – however, in situations where the Commercialization of Courseware realizes Revenues in excess of \$5,000 annually, RRU shall be entitled to 50% of all such Revenues in excess of \$5,000.

b) The University acknowledges that it cannot Commercialize Courseware developed by RRU Faculty using RRU Resources, in situations where such development was not part of the Creator's Prescribed and Assigned Duties, without the prior written agreement of the Creator.

7.5 The RRU Office of Research shall be responsible for the reporting and administration of the proceeds of Commercialization to Creators and other third parties, as applicable.

7.6 For the purposes of determining the allocation and/or split of Revenue, either RRU 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.

7.7 Speakers' honoraria, reimbursement of travel expenses or out-of-pocket expenses, and similar payments received by a Creator in the course of the normal dissemination of knowledge are not considered Revenue for the purposes of this Policy.

8. RRU's Share of Revenue

8.1 RRU's share of Revenue from Commercialization of IP shall be administered under the authority of the Vice President Academic and Provost and shall be used to support further RRU research, faculty, employee, and student and technology transfer activities and, also, RRU general operations.

8.2 Any realized Revenue under \$5,000 shall not be subject to any Revenue sharing mechanism and shall be awarded solely to the Creator.

8.3 RRU's portion of any realized Revenue that totals in excess of \$5,000 and less than \$500,000 in a fiscal year shall be distributed as follows:

a) 40% to the Creator's Faculty or Division (to be used at the discretion of the Dean or Senior Manager)

b) 60% to be further subdivided as follows: Royal Roads University Intellectual Property Policy and Procedures 11

- i. 20 % to the Office of the Vice President Academic and Provost
- ii. 20 % to the Office of Research
- iii. 20% to the Office of the Vice President Finance

8.4 RRU's portion of any realized Revenue in excess of \$500,000 in a fiscal year will go into RRU general operations to be distributed at the discretion of the University.

9. Implementation and Interpretation of this Policy

9.1 The Vice President Academic and Provost has executive responsibility for implementing this Policy and will be the final decision authority on behalf of RRU for any Commercialization related agreements entered into under this Policy.

9.2 IP that was created prior to the approval of this Policy shall be reviewed by RRU and its Office of Research in consultation with the Creators, to determine the applicability of any prior and relevant RRU agreements, policies and procedures.

9.3 With respect to other persons, questions of interpretation or application of this Policy shall be referred to the President, whose decision shall be final.

10. Resolution of Disputes

10.1 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 RRU Vice President Academic and Provost, the Office of Research, the Faculty Dean and/or other administrative equivalents will be sought.

10.2 Disputes between the Creator and RRU 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 RRU Members or the appropriate set of other RRU policies or regulations governing the RRU constituent group of which the Creator is a member. In situations not covered by existing agreements or policies, RRU 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 from within the institution.

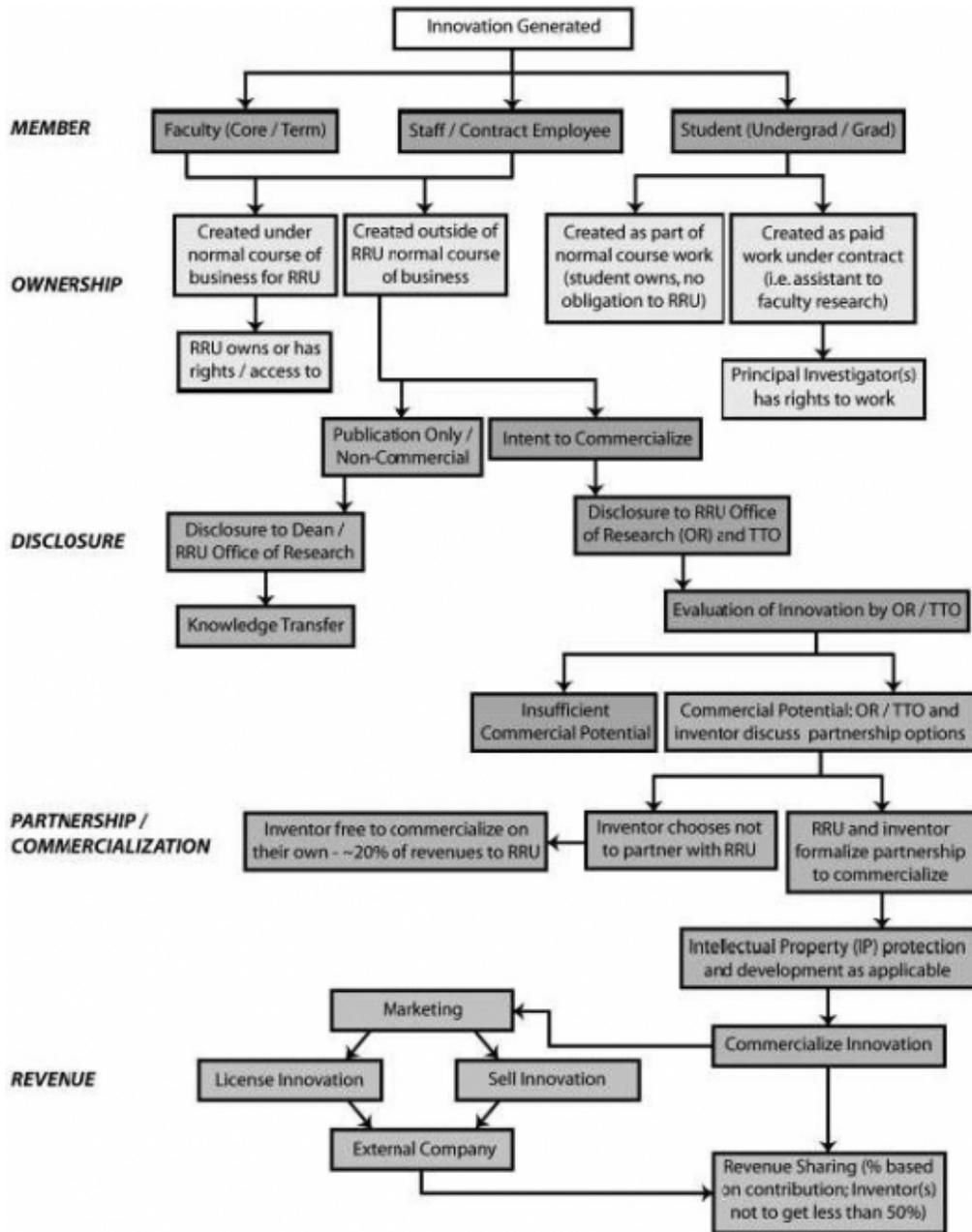
10.3 Where the relationship between the Creator and RRU may be governed by more than one agreement or set of policies or regulations owing to multiple activities of the Creator within RRU, then that agreement or set of policies or regulations which relate to the primary status of the Creator will apply for purposes of actions under Section 9 of this Policy.

11. Amendments

11.1 Major amendments to this Intellectual Property Policy and Procedures must be approved by the RRU Board of Governors.

Appendix A

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Appendix B: Commercialization Procedures

General:

1. All RRU Members are eligible to access RRU's technology transfer related 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 Creators of IP should be aware that Publication may introduce deadlines for proprietary protection of IP).
3. RRU shall make all reasonable efforts to maintain the confidentiality of proprietary and business information of Creators when disclosing IP and Commercialization plans to RRU personnel, including staff of the Office of Research and other RRU administrative groups. Creators shall make all reasonable efforts to maintain and not disclose proprietary or business information of RRU.
4. Creators must consult with and obtain the approval of RRU via the appropriate RRU Vice President (or designate) before using RRU's name, logo, facilities or resources in connection with any commercial activities.

Option 1: Creator chooses to Commercialize his/her IP alone, without involving RRU (or its TTO or equivalent) in the Commercialization process.

1. Any Creator who intends or elects to Commercialize IP that has been developed using RRU Resources must disclose such intention to RRU (see Section 6), whether the Creator intends to Commercialize their IP independent of or with the support of RRU.
2. When RRU directly, or through its Office of Research or TTO or equivalent, indicates an interest in supporting Commercialization of the IP, but the Creator chooses to Commercialize the IP without using RRU services and support, RRU 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 RRU's infrastructure and other resource investment and to ensure a return on investment to support further research and creative activities at RRU. Variations to this 20% RRU share may be made, under the authority of the Vice President Academic and Provost, based on above-normal or below-normal use of RRU Resources and additional financial or other contributions from the Creator or other parties.
3. The requirement for the Creator to share 20% of Revenue with RRU shall not apply if RRU indicates in writing (through the Vice President Academic and Provost) that it has no interest in supporting Commercialization of the IP.

When a Creator Commercializes their IP without using RRU services and support, the following restrictions apply:



1. No RRU Resources may be used during the Commercialization of the IP without the express written permission of RRU (Vice President level or designate), and where such RRU Resources, in addition to those outlined in Section 3.12, include the use of RRU's name, electronic systems(email, phone, fax, etc), and/or the use of representation of the Creator's position at RRU (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 RRU to any form of association with, responsibility for, or liability associated with, the Commercialization of the IP, without the express written permission of RRU (Vice President level or designate).

Option 2: Creator chooses to request RRU assistance in the Commercialization of his/her IP.

1. Any Creator who intends or elects to Commercialize IP that has been developed using RRU Resources must disclose such intention to RRU (see Section 6), whether the Creator intends to Commercialize their IP independent of or with the support of RRU.
2. Upon disclosure, the Vice President Academic and Provost or the RRU Office of Research or RRU TTO or equivalent (as designate) will work with the Creator to determine the commercial potential of the IP and whether investment of RRU Resources in Commercialization is warranted.
3. If RRU declines to invest or support the Commercialization of the IP, the Creator may pursue Commercialization alone as per Option 1 above, but where RRU waives its right to receive 20% of Revenue (i.e. per Option 1, item 3).
4. When RRU directly, or through its Office of Research or TTO or equivalent, agrees to support Commercialization of the Creator's IP and the Creator desires to work with RRU, the Creator will be required to make an assignment to RRU of all rights in and to the IP to enable RRU to act effectively on the Creator's behalf.
5. Following any such assignment, RRU 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 RRU 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 RRU 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 will also detail a Revenue sharing agreement between the Creator and RRU where the guidelines for such Revenue sharing will typically be as follows:

a. Any realized Revenue under \$5,000 shall not be subject to any Revenue sharing mechanism and shall be awarded solely to the Creator. Royal Roads University Intellectual Property Policy and Procedures 15

b. Where realized Revenue is in excess of \$5,000, RRU (or its Office of Research and/or TTO or equivalent) will first be re-paid for all past Direct Costs before any Revenues are distributed to the Creator.

c. After re-payment of Direct Costs, all additional Revenues shall typically be shared between the Creator(s) and RRU as follows:

i. 50% Creator(s) – 50% RRU; if significant RRU (or its TTO or equivalent) Resources were used in the development of the IP, and if RRU or its Office of Research (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% RRU; if significant RRU (or its TTO or equivalent) Resources were not used in the development of the IP and/or if significant IP protection is not required and/or RRU (or its TTO or equivalent) does not have to put significant other direct and/or indirect investment into Commercialization activities.

d. The exact Revenue sharing formula between the Creator and RRU, under 6.c, will be discussed and agreed to between RRU 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 Academic and Provost, based on abovenormal or below-normal use of RRU 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 RRU fails to make reasonable efforts to Commercialize the IP for any 12-month period of time, RRU will assign its rights back to the Creator, if so requested by the Creator. RRU must also give reasonable notice to the Creator, and in any case, notice of not less than one month, if RRU 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

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