

Commercialization Policy

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Mandatory Review

Approved By:

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Board of Governors
 PVP

1. Purpose

The Ontario Ministry of Colleges and Universities released a Commercialization Mandate Policy Framework in early 2022 directing each post-secondary institution to develop a Commercialization Policy focused on the objective of harnessing the Intellectual Property (IP) generated with the institution's resources to achieve Ontario's goal of ensuring that made-in-Ontario innovations benefit Ontarians.

This policy has been developed within the unique research funding context for Ontario colleges. The operating funding provided to colleges by the province is designed to support the core education and training mandate of colleges and does not reflect the overhead costs of exploring, developing and overseeing research projects. Funding from granting agencies, primarily federal agencies, is crucial to enabling Sheridan to actively engage in applied research and collaborations that can lead to the commercialization, as well as technology transfer, adaptation and adoption, of new technologies by External Partners.

This policy recognizes that Sheridan, like most colleges in the Province of Ontario, is neither equipped to assess the commercial potential of Arising IP nor to manage a portfolio of IP rights. As such, these tasks are left to other actors in the Ontario innovation ecosystem. This policy provides a framework for Sheridan's role of supporting these actors and facilitating the commercialization by them of Arising IP.

The purpose of this policy is to:

- Promote the appropriate use and protection of IP arising from Research activities at Sheridan
- Maximize the socioeconomic benefits to Canada and Ontario of such IP
- Promote individual and collective compliance with regards to applicable legislation and regulations
- Define the roles and responsibilities of the various stakeholders in the management of Arising IP
- Promote the use and dissemination of Research results in subsequent teaching or Research activities at Sheridan.

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2. Scope

This Policy applies to all Members of Sheridan who generate IP in the course of government grant-funded Research activities with External Partners while at Sheridan. Other IP is addressed in Sheridan's Intellectual Property Policy.

3. Definitions

“Arising IP” means IP that is developed by one or more parties in the course of Research activities which did not previously exist. It is also referred to as “Foreground IP”.

“Collaborative Research Agreement” means a contract between Sheridan and one or more external parties to conduct specific research activities. A Collaborative Research Agreement will establish the terms for a collaboration (e.g. ownership of intellectual property, right to publish, etc.) and any financial or in-kind contributions by the external party.

“Commercialization” means the process of taking an invention or scientific discovery (for example, new technology or new or improved manufacturing process) or other IP to one or more commercial markets.

“Contributor” means a person or agency who contributes to the creation of IP.

“Creator” means a person (or several co-creators) who creates IP in accordance with applicable legislation.

“Employee” means a person under the employ of Sheridan either:

- (a) On a full-time, ongoing basis either under the terms of the Academic Employees Collective Agreement, the Support Staff Collective Agreement, or the Terms and Conditions of Employment for Administrative Employees; and/or
- (b) On a less than full-time, and/or temporary basis under the terms of Part Time Support Staff Collective Agreement or any other employment agreement.

“External Partner” means an industry, community or other external party with which Sheridan has a Collaborative Research Agreement for activities that could result in Arising IP.

“Intellectual Property (IP)” means creations of the mind, such as inventions, literary and artistic works, designs, and symbols, names and images used in commerce. IP is protected in law by, for example, patents, copyright and trademarks which enable people to earn recognition or financial benefit from what they invent or create. For the purposes of this Policy, confidential information having a commercial value is to be considered IP.

“Invention” means a tangible or intangible concept, system, device, process, machine, scientific discovery, work or creation, which is unique and original, as well as any related Intellectual Property. Inventions can be issued a patent under the *Patent Act* (Canada).

“License” means an agreement that is legally binding and by which an owner of IP grants someone an exclusive or non-exclusive permission to make, construct, use or sell to others such IP for certain purposes and/or under certain conditions. A License does not produce a change in ownership in respect of the licensed IP.

“Members of Sheridan” include Students, course participants, Employees, Board of Governors members, members of committees, societies or associations established or recognized by Sheridan, contractors/subcontractors hired by Sheridan (including Sheridan’s Work-Integrated Learning Partners), providers of service, volunteers, visitors or guests, applicants for admission or employment, and others who attend on campus, or who are otherwise connected to Sheridan’s operations.

“Patent” is, in Canada, a right granted by the federal government to the inventor (or a person to which the investor has assigned their rights) to stop others from making, using and/or selling an Invention from the day the Patent is granted to a maximum of 20 years after the day on which the Patent application is filed.

“Public Disclosure” means the communication of information relating to IP to external parties, including Students who are not presently contractors or Employees of Sheridan. Public Disclosure includes, but is not limited to, disclosure in written or oral form; communication by email; posting on a web blog or social media platform; disclosure in a news report, press release or interview; publication in a journal, abstract, poster, or report; presentation at a conference; demonstration of an Invention at a trade show; or the industrial application of an Invention.

“Research” means an inquiry, investigation or activity conducted by a Sheridan Employee and/or Student that makes a productive intellectual or creative contribution which advances the knowledge base and adds to developments in their fields. At Sheridan, Research can often mean research and development activities directed at solving a specific challenge faced by an External Partner, and may be carried out with teams of Students working under the guidance of faculty or staff and in collaboration with External Partners.

“Student” means any individual who is admitted, enrolled or registered for study at Sheridan. Individuals who are active in a program, but not enrolled in classes for a particular term (e.g. on a scheduled break or coop term) are considered to have a continuing student relationship and are included in the definition of Student.

4. Policy Statement

This Policy is to be read in conjunction with Sheridan’s Intellectual Property Policy, which addresses the ownership of IP developed by its Employees and Students.

4.1 General Principles

4.1.1 Disclosure

All Creators have an obligation to promptly disclose to Sheridan any IP with commercial potential. Sheridan shall establish a process to facilitate such disclosure to the Sheridan Research Office or External Partner. This may include the use of a disclosure form, or it may be included in a report provided to the External Partner that describes the Invention or other IP, the Creators, and any existing agreements related to the Invention or other IP. For clarity, such disclosure is not considered Public Disclosure.

Given that the responsibility to disclose vests with individuals, Sheridan will educate potential Creators on the importance of thorough and timely disclosure.

4.1.2 Non-disclosure and confidentiality

While disclosure of IP is important, non-disclosure of IP is equally so. Creators should be aware that Public Disclosure may result in loss of IP protection rights. In light of this, Creators are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible and consult the Sheridan Research Office before making any Public Disclosure of IP.

4.1.3 Confidentiality

Research collaborations with External Partners often involve the communication by them of confidential proprietary information, some of which is likely to implicate IP. Any Collaborative Research Agreement must contain confidentiality clauses, and any Sheridan Employees and Students must be made aware of such confidentiality provisions to ensure that they are respected.

Persons engaged in Research shall treat as confidential all information received in the context of Research activities that is designated as confidential by the party disclosing it or protected by a confidentiality clause.

External Partners may require members of Sheridan to sign non-disclosure agreements (NDAs) as additional protection, often prior to the College and the External Partner entering into a Collaborative Research Agreement.

Finally, where the Sheridan Research Office believes that IP belonging to Sheridan, or which Sheridan licenses from a third party, may be divulged in the course of Research activities, Sheridan will request that the External Partner sign an NDA.

4.1.4 Use of a proper binding agreement

Government grant-funded Research activities with External Partners that could result in the creation of new IP must be documented in a written contract which:

- a. protects the interests of Sheridan and Members of Sheridan, for example by minimizing the potential for, and the consequences of, a breach of the agreement and saves it harmless from future IP-related claims; and
- b. retains rights for Sheridan to use the IP for educational and research purposes; and
- c. provides that the External Partner is responsible for the protection and commercialization of IP at their own cost.

4.1.5 Rights retained

Sheridan will endeavour to maintain the right to use any Arising IP for internal academic and Research purposes, including for the purposes of providing case studies and examples of Research-derived IP and the management thereof.

4.2 Roles and Responsibilities

4.2.1 Responsible Offices

The Sheridan Research Office shall be the responsible office that will have the authority to interpret and assist in the administration of this Policy, in consultation with other departments, as necessary. Their responsibilities will include:

- Responding to questions regarding the application of this Policy
- Ensuring and promoting compliance with this Policy and Sheridan's IP Policy by informing relevant stakeholders of their rights, roles and responsibilities
- Establishing, negotiating, reviewing and coordinating the execution of Collaborative Research Agreements signed with External Partners, including NDAs, assignments and licences, in accordance with existing practices and approval procedures, to ensure that

Arising IP will be identified, protected from disclosure and transferred to External Partners or, if so, directed by them, to third parties who are capable of assessing the IP's commercial potential

- Serving as the repository for the foregoing agreements
- Reviewing all written IP disclosures in a timely manner
- Where possible, directing Employees, Students and External Partners to actors in the ecosystem that can assist with matters related to IP protection and commercialization.

The Sheridan Research Office is not responsible for identifying Inventions or confirming the ownership of IP that has not been disclosed as per this Policy.

The Office of General Counsel will be responsible for navigating disputes that relate to the application of this policy in consultation with other departments, as necessary.

4.2.2 Members of Sheridan

Members of Sheridan are responsible for abiding by this policy and shall respect all applicable provincial and federal laws and regulations.

4.2.3 Creators

All Creators have an obligation to promptly disclose IP with commercial potential. Creators shall collaborate with Sheridan, External Partners and any other relevant third party to identify and protect third-party IP rights, as well as any rights that the College may have in IP.

Creators recognize that ownership of Arising IP resulting from projects involving External Partners depends on the terms of the Collaborative Research Agreement between Sheridan and the External Partner. In the vast majority of cases, rights of Creators will be transferred to the External Partner. Creators may be asked to sign a waiver, an assignment of rights or any other document relating to ownership and protection of the Arising IP.

4.3 Education and Awareness

To promote the objectives of this Policy, Sheridan may:

- provide employees with access to IP education resources made available by Intellectual Property Ontario (IPON)
- provide access to internal IP training and education information materials or hold sessions to introduce participants to the contents of Sheridan's IP Policy and this Commercialization Policy – and best practices/related processes
- raise awareness through internal communications activities.

4.4 Providing Net Benefit to Ontarians and Engaging with the Innovation Ecosystem

To build institutional capacity to conduct Research and thereby develop and enhance Ontario-based IP, Sheridan will continue to build and maintain relationships with local innovation ecosystem partners such as incubators, accelerators, innovation centres and research networks, without however impacting federal funding received by the College in relation to the Research projects it undertakes.

Partnering with Ontario businesses will result in a net benefit to Ontarians by keeping IP development and enhancements in Ontario. To optimize the commercial potential of Sheridan's Research activities, Sheridan will:

- prior to entering into a Collaborative Research Agreement, make a summary assessment of the External Partner in order to confirm that it has a minimum level of viability; and
- as required by the terms and conditions, following the completion of a Collaborative Research

Agreement, transfer and/or confirm the transfer of Arising IP to the External Partner.

5. Discrepancies

In case of discrepancy between this Policy and the terms of a Collaborative Research Agreement, the terms of the Collaborative Research Agreement shall prevail.

6. Related Documentation

Intellectual Property Policy

[Intellectual Property at Sheridan](#)

[Conflict of Interest Policy](#)

[Research Integrity Policy](#)

[Human Participants Policy](#)

[Sheridan Research Office](#)

[Use of Copyright Protected Work Policy](#)