

**Survey Report on Royalty Rates and Policies Resulting  
from the Commercialization of Technology:**

**A Compilation/Comparison of Universities and  
Technological Institutions in Canada**

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**By Miranda Schmidt  
Co-operative Education Student  
TRIUMF Technology Transfer Office**

## Table of Contents

List of Tables.....	3
List of Participating Universities and Institutions .....	4
Preface .....	5
Introduction .....	6
1. Ownership of Intellectual Property .....	8
2. Policies Regarding Commercial Revenue Split.....	17
3. Payout Frequency of Revenues to the Inventor(s).....	25
4. Limits or Caps on Inventors' Share of Revenues .....	29
5. Policy Regarding Commercialization Costs .....	33
6. Policy Regarding Cashed-Out Equity.....	37
7. Rewards to Inventors Once Patents Have Been Issued .....	41
Conclusions .....	45
Glossary.....	47
Acknowledgements.....	49

**List of Tables**

Table 1: Ownership of Intellectual Property ..... 10

Table 2: Policies Regarding Commercial Revenue Split..... 18

Table 3: Payout Frequency of Revenues to the Inventor(s).....26

Table 4: Policies on Limits or Caps, and Maximum Amount of Revenues That an  
Inventor May Receive Over His/Her Lifetime .....30

Table 5: Policy on the Deduction of the Costs of Commercialization .....34

Table 6: Do Inventors Get Shares or a Portion of the Revenue When Equity is  
Cashed-Out? .....38

Table 7: Do Inventors Receive Money for Patents Once They Have Been Issued?  
.....42

## List of Participating Universities and Institutions

(In Alphabetical Order as Presented in the Tables)

1. Bishop's University
2. British Columbia Cancer Agency
3. British Columbia Institute of Technology
4. Cape Breton University
5. Carleton University
6. Dalhousie University
7. Lakehead University
8. Laurentian University
9. McGill University
10. McMaster University
11. Mount Allison University
12. Mount Saint Vincent University
13. National Research Council
14. Queen's University
15. Red River College
16. Ryerson University
17. Saint Mary's University
18. Simon Fraser University
19. St. Francis Xavier University
20. St. Thomas University
21. TRIUMF
22. Université de Montréal
23. University College of the Fraser Valley
24. University of Alberta
25. University of Calgary
26. University of Guelph
27. University of Lethbridge
28. University of Manitoba
29. University of New Brunswick
30. University of Northern British Columbia
31. University of Ontario Institute of Technology
32. University of Ottawa
33. University of Saskatchewan
34. University of Toronto
35. University of Victoria
36. University of Waterloo
37. University of Western Ontario
38. Wilfrid Laurier University
39. York University

## **Preface**

TRIUMF initiated this survey in the summer of 2002 to provide a broad overview of technology transfer policies in Canada. Since TRIUMF is operated by a total of 13 member and associate member universities and collaborates with many others, we were repeatedly being asked how our IP ownership and related policies compared with those of the other Canadian Universities. We could not find a comprehensive source of this information so we decided to conduct a survey ourselves. The results were quite interesting, and we received numerous requests for copies of our original survey. Following some recent inquiries, we decided to update the information.

For this edition of the survey we contacted a total of fifty-seven (57) Institutions across Canada, including Universities, Colleges, Technology Institutes and Research Agencies. Each contact was asked the same seven (7) questions regarding their policies on Intellectual Property (IP) ownership, royalties, and patents. Of the fifty-seven (57) questionnaires distributed, there were a total of thirty-nine (39) responses. We wanted to ensure that as many of the Universities contacted as possible were included in this edition, and we thank all of those Universities that responded.

Please note that not all of the Institutions surveyed have formal Intellectual Property policies. Instead, the way in which some Institutions handle Intellectual Property and Royalties is established through sections of the Institution's Collective or Faculty Agreements, and/or common practices.

In addition, the following Institutions informed us that, at the time of writing this report, their IP policies are currently under review/being updated: University of Ottawa, Wilfrid Laurier University, University of Toronto, University of Lethbridge, and Université de Montréal. The following Institutions are currently in the process of creating new Policies specifically for handling Intellectual Property: Saint Mary's University, Mount Saint Vincent University, St. Francis Xavier University, and Red River College. Please note, therefore, that the policies of the aforementioned Institutions as outlined in this survey report may be subject to change.

A survey such as this is only as useful as the data provided by the respondents, so we would like to thank all of the participants for taking time out of their busy schedules to complete the survey. Any errors in the data in this report are almost certainly the responsibility of the author, who will be pleased to correct any that are reported.

## Introduction

When an Invention is made, patent law states that only the Inventor(s) has(ve) the right to claim patent protection for this Invention. However, there are frequently other parties, such as employers or sponsors, who can make a claim that such patent rights should be assigned to them. Academic and Research Institutions must find ways to deal with the issue of IP ownership, and Revenue sharing as a result of commercializing the research conducted at or in conjunction with their Institution and/or their employee(s). Most of the Institutions in this survey have a specific IP Policy, or statements about IP ownership and Revenue split in their Collective or Faculty Agreements, but in some cases there are only common practices, and/or negotiated terms on a case-by-case basis.

There are several fundamental questions that both the Institution and the Inventor may ask regarding Intellectual Property ownership and the distribution of Royalties received through the commercialization of this IP. We tried to cover the most common and pertinent questions in the scope of this survey. The following are the questions asked in this survey:

1. What is your policy on the ownership of Intellectual Property?
  - are there any conditions or exceptions to the general policy (for example, if someone is hired to invent, does the policy change from Inventor ownership to Institution ownership?)
2. What is your policy regarding Commercial Revenue split?
  - how are the Royalties split between the Inventors and the Institution?
  - are there other parties involved, and if so, what portion do they receive?
3. What is the payout frequency of the Revenues to the Inventor(s)?
4. Are there Limits/Caps per Revenue payout, or a maximum amount of Royalty money that an Inventor may receive over his/her lifetime?
  - if yes, does this policy apply to each technology for which an Inventor has a part in inventing, or is it an overall amount for each Inventor?
5. Are the Costs of Commercialization deducted before the Inventor receives his/her share of the revenues?
6. When Equity is cashed-out, do Inventors get shares or a portion of the Revenue?
7. Do Inventors receive money for patents once they have been issued?
  - if not, do you have an award system where Inventors receive gift items or other acknowledgement to commemorate the issuance of a patent?

In compiling and comparing the answers from the thirty-nine (39) responding Institutions, several similarities were noted, as well as some interesting differences and unique practices. The detailed responses are presented in tables which are preceded by a brief introduction and summary on the results for each question. The following tables and descriptions are intended to allow the reader to get a sense of the general trends and distinctive practices at Institutions nation-wide, and to see where a particular Institution fits into the landscape of technology transfer practices.

We hope that this survey report will provide some answers to questions the reader may have, and give insight into the current practices of Technology Transfer Offices at Canadian Academic and Technological Institutions, and Research Agencies.

## 1. Ownership of Intellectual Property

The fundamental question that one must ask when dealing with new Inventions and Innovations is, “Who owns the Intellectual Property?” This is especially critical when considering collaborations between various Academic Institutions and outside industries that may all have an interest in the technology being developed. In these cases, negotiated agreements that are made before the research commences are important to ensure that each party receives its rightful share of the technology. It is imperative that one does not assume that all institutions have the same viewpoint on this issue. As is shown in *Table 1* on the following pages, each institution handles the issue of the ownership of Intellectual Property created by their employees in a slightly different manner.

When referring to University Faculty or Institution Employees, it was found that at twenty-five (25) of the thirty-nine (39) responding Institutions, the ownership of Intellectual Property automatically rests with the Inventor in cases where there is no independent external funding. Eight (8) of the respondents said that the IP is Institution owned. At five (5) Institutions, the ownership is split between the Inventor(s) and the Institution. This split may be 50:50 for the Inventor and the Institution, or it may depend on which party takes responsibility for the Commercialization of the Invention; in some cases the split is negotiated.

The ownership policies may differ if the Inventor is a Student (undergraduate or graduate), administrative staff, or contract worker. For example, at Simon Fraser University, 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, 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, pursuant to the relevant IP law. Whereas, at Mount Saint Vincent University, when IP is developed by Students (Undergraduate and Graduate) or Post-docs, the ownership is negotiable because the Collective Agreement does not specifically apply to them. Another approach is taken at Wilfrid Laurier University, where Students have no rights to IP if employed by the University or a contracting agency. Students may own/co-own patent rights if they invented/co-invented the Invention.

There were thirteen (13) Institutions that addressed the issue of IP ownership by third parties. At most Institutions the split or assignment of the IP rights to the third party is negotiated on a case-by-case basis, and is agreed upon prior to the research taking place.

In most cases, even if the IP is Inventor owned, the Institution may offer assistance in seeking Invention protection and Commercialization opportunities in exchange for a portion of the revenues (this will be discussed later in this

document). This usually requires the Inventor to assign the IP over to the Institution.

Overall, the majority of the participating Institutions indicate that the Inventor owns the IP rights to their Invention, at least in part. There is almost always the provision that a pre-agreed to contract can give the ownership rights to a party other than the one who would ordinarily receive the rights, or the split may be changed to fit the circumstances of the specific research. This stipulation is essential when the opportunities for collaborations with other Institutions and industry are present.

See *Table 1*.

**Table 1: Ownership of Intellectual Property**

	<b>Institution Name</b>	<b>Policies on the Ownership of Intellectual Property</b>
1	<b>Bishop's University</b>	<p>Inventor owns IP. From the Collective Agreement, the University agrees that Employees have complete intellectual and artistic freedom in the creation of IP and the unqualified right to disseminate by any means the IP which they own.</p> <p>If the Inventor wishes to seek patent protection with the aid of the University, they will cede the IP rights to the University, but will retain the status as the sole Inventor/Creator of the idea.</p>
2	<b>British Columbia Cancer Agency</b>	Institution owns IP.
3	<b>British Columbia Institute of Technology</b>	For IP created without significant use of resources from the Institute, or with grant funds awarded to the researcher independent of the Institute, the Inventor owns the IP. The Institute owns the IP for industry sponsored, institute sponsored, or research funded by grants to the Institute.
4	<b>Cape Breton University</b>	<p>Inventor owns the IP when IP is created by employees without University assistance. Inventor may disseminate it by any means whatsoever, including through negotiated contracts with the University or a third party or with both.</p> <p>The University and Inventor share the IP rights when IP is created by employees with assistance from the University, unless there has been a prior arrangement to the contrary with a sponsor of the research leading to the discovery or Invention. The University reserves the right to use the IP solely for its internal non-commercial research and teaching purposes, even if IP rights are transferred to a third party. At the time of disclosure, the University asks the Inventor to share the ownership of the IP rights with the University based on the following commercialization options: 1) University commercializes: University is assigned 75% of the ownership of IP rights; 2) Inventor commercializes: University is assigned 25% of the ownership of IP rights.</p> <p>The University owns 100% of IP when it provides funding under agreement with contractors. Contractors are not entitled to ownership of IP or any share of income resulting from discoveries or Inventions. It is recognized that contractors are remunerated for products and services provided.</p>
5	<b>Carleton University</b>	Faculty own the rights to the IP. Exception: where university provides support considered "beyond normal", parties agree to negotiate mutually acceptable arrangement regarding IP ownership.
6	<b>Dalhousie University</b>	Inventor owns IP.
7	<b>Lakehead University</b>	There is no policy as of yet, it is currently being developed. There are IP clauses in the Collective Agreement with the Faculty (LUFA CA), which deem that the Inventor owns IP.

**Table 1: Ownership of Intellectual Property Continued**

8	<b>Laurentian University</b>	Inventor owns IP. Exceptions: the principal investigator owns the IP if the University hired a new person to do work; the University owns the IP if the work is done by a research centre.
9	<b>McGill University</b>	<p>Shared ownership between University and Inventor when the Invention is made: a) with University assistance; b) with the use of University equipment, facilities, or resources; or c) in the course of academic duties, or work in the course of study, research, or teaching.</p> <p>When the Invention is created by an Inventor who is a member of the administrative and support staff of the University, as a result of activities covered by his or her contract of employment, the rights to such Invention are owned by the University.</p> <p>The following categories of Inventions may be owned by the Inventor, the University, a third party, or jointly by two or more parties, as the case may be: a) where developed in the course of research sponsored by a third party pursuant to a written agreement with the University, wherein ownership rights are determined by specific terms of the agreement. Unless the terms of the agreement give ownership of the Invention to the third party, such Invention is owned by the University until all rights, such as a license or an option, granted to the third party under the agreement, have been exercised or have become extinguished, at which point the Invention becomes jointly owned by the University and the Inventor; b) where developed in the course of a consulting agreement between the Inventor and a third party, in this case, IP ownership would be discussed in the agreement; c) where made by an Inventor in a domain outside his or her field of academic research, and where only incidental use has been made of University facilities and resources, the rights are then owned by the Inventor; d) where made by an Inventor who is a member of administrative and support staff of the University, as a result of activities not covered by his or her contract of employment, and where only incidental use has been made of University facilities and resources, the rights are then owned by the Inventor; e) where the University assigned its rights to the Inventor in accordance with this policy, the rights are then owned by the Inventor; f) where the Inventor assigned his or her rights to the University in accordance with this policy, the rights are then owned by the University.</p>
10	<b>McMaster University</b>	The University owns all IP developed at the University and its affiliated research hospitals (except traditional academic materials). The only exception would be where the Invention is developed through a service contract which specifies that the party supporting the research owns the IP. Additionally, 3rd party contractors must waive their rights to IP Ownership.
11	<b>Mount Allison University</b>	According to the Collective Agreement, ownership of IP rests with the Creator unless a contract exists to the contrary.

**Table 1: Ownership of Intellectual Property Continued**

12	<b>Mount Saint Vincent University</b>	<p>When IP is developed by Faculty, the Faculty owns it except where there is a written contract to the contrary between the member, the Employer, and/or 3rd party which assigns some or all ownership rights of IP to the Employer or 3rd party (such arrangements are negotiated), or when the University provides funds, resources, and facilities to the Inventor beyond those typical of a normal academic environment, then the University will share in IP.</p> <p>When IP is developed by employees/staff, the University owns the IP, unless otherwise negotiated.</p> <p>When IP is developed by Students (Undergraduate and Graduate) or Post-docs, the ownership is negotiable because the Collective Agreement does not specifically apply to them.</p> <p>When the Inventor owns the IP, the University does have the right to non-exclusive, royalty-free use of the IP for internal teaching and research purposes. Currently the ownership of IP is governed only by the Collective Agreement.</p>
13	<b>National Research Council</b>	<p>Any IP developed at or within NRC will be assigned to the Institution. In extremely rare cases, it can be assigned to someone else is if a case is made to the President and the President approves.</p>
14	<b>Queen's University (PARTEQ)</b>	<p>Inventor owns IP, unless some other arrangement has been agreed to in advance for certain categories of employment, for certain types of funding, or by individual contract. Ownership of technologies to be commercialized must be assigned to Queen's before commercialization can proceed through the PARTEQ Innovations office.</p>
15	<b>Red River College</b>	<p>The College owns IP created by employees in the course of their employment. In cases where there is a combination, or perceived use of Personal Work and Work, shared ownership shall be determined in advance through negotiations on a case by case basis. In the end, the College has sole right to determine the nature of all copyright and IP in any format and in any manner.</p> <p>When a Work or Intellectual Property is to be created on behalf of the College by individuals that are not employees or students, the College shall use a written agreement that stipulates ownership of the finished product. In most cases, the College shall require the individual to assign ownership to the College and the College may also require the individual to waive his or her moral rights.</p>
16	<b>Ryerson University</b>	<p>Faculty members own their own intellectual property.</p> <p>Staff and students most often own intellectual property that they create, with the university having proprietary interest. However, if it is within the job duties of a staff member to create materials that have associated IP rights, then the IP must be assigned to the university.</p>

**Table 1: Ownership of Intellectual Property Continued**

17	<b>Saint Mary's University</b>	<p>When IP is developed by Faculty, the Faculty owns it except where there is a written contract to the contrary between the member, the Employer, and/or 3rd party, where Faculty assigns the ownership rights of the IP to the Employer and/or 3rd party, or when the University provides funds, resources, and facilities to the Faculty beyond those required for the payment of the Faculty's salary and benefits, for the provision of a normal academic environment in which to work, and for the performance of a regular workload by the Faculty, in which case the Faculty shall agree to share ownership rights of the IP with the Employer.</p> <p>When IP is developed by employees/staff, the University owns the IP, unless otherwise negotiated.</p> <p>When IP is developed by Students (Undergraduate and Graduate) or Post-docs, the ownership is negotiable because the Collective Agreement does not specifically apply to them.</p> <p>When the Inventor owns the IP, the University does have the right to non-exclusive, royalty-free use of the IP for internal teaching and research purposes. Currently the ownership of IP is governed only by the Collective Agreement. However, a new IP Policy is being drafted and is under review by various stakeholders within the university community.</p>
18	<b>Simon Fraser University</b>	<p>The Creator owns the IP with the following exceptions: 1) The University owns the IP resulting from work specifically requested of a University staff member by the University pursuant to a written contract of employment (i.e. information brochures, commissioned studies or descriptive handbooks). 2) The University owns IP resulting from the performance of a written contract for service, agreement or commission in which the University and the Creator have agreed to the University's ownership. Ownership of the resultant products shall be determined by negotiation between the University and the Creator. 3) The University or a sponsoring agency may own the rights to IP developed in the course of sponsored research pursuant to a written contract.</p> <p>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, 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, pursuant to the relevant IP law.</p>
19	<b>St. Francis Xavier University</b>	<p>IP not arising from Contract Arrangements shall be owned by the IP Creator(s) unless otherwise assigned by them.</p>
20	<b>St. Thomas University</b>	<p>Inventor owns IP, but the University reserves the right to use "property" for its own internal purposes.</p>

**Table 1: Ownership of Intellectual Property Continued**

21	<b>TRIUMF</b>	<p>All rights to an Invention created or discovered in whole or in part by any member of the TRIUMF staff shall belong to the Inventor. If the Inventor wishes for TRIUMF to commercialize his/her invention, then he/she will assign his/her IP rights to TRIUMF.</p> <p>For all users of TRIUMF, whether they are from a member or associate member University, IP ownership rights shall be negotiated with that University.</p> <p>Visitors to TRIUMF, other than those of the member and associate member universities, shall be subject to TRIUMF policy on the same basis as TRIUMF staff, unless previous agreement to the contrary was reached. Current policy is being changed to reflect the above current practice.</p>
22	<b>Université de Montréal</b>	<p>University and Inventor share ownership of Academic Product. The University recognizes the freedom of researchers responsible for a project to decide whether or not to commercialize the results of their academic activities. The University may renounce its rights and give written notice to the researcher or exercise an option with respect to responsibility for the commercialization of the product. In the latter case, the Inventor shall assign his/her entire rights to the University.</p>
23	<b>University College of the Fraser Valley</b>	<p>IP is usually owned by the Inventor and publication or other dissemination of creative work should be at the discretion of the Inventor. When the University College does have ownership of IP, in whole or in part, the Inventors of the creative work will be consulted in the dissemination and further development of the work. The policy applies to all employees, students and others who conduct research at UCFV.</p>
24	<b>University of Alberta</b>	<p>Inventor owns IP. The University can own the IP if it is created under a contract research agreement, stipulating that IP will be owned by the University. If Inventors want the University to commercialize their Inventions, the ownership is transferred to the University.</p>
25	<b>University of Calgary (University Technologies International)</b>	<p>Generally, Creators own the IP they create, unless it is created during the performance of a sponsored research agreement with industry that has been entered into by the University. Certain exceptions are detailed in the policy.</p>
26	<b>University of Guelph</b>	<p>University owns IP in most cases. Exceptions include: when the Invention results from activities carried out under contract, the terms of which assign ownership of Inventions to the client; when the Invention results from the private activities of the Inventor carried out wholly on the Inventor's own time and with no involvement of the University facilities; and when the rights to the Invention have been returned to the Inventor.</p> <p>If one or more individuals from outside the University are co-Inventors with a University Inventor, or if the Invention is owned in part by an outside sponsor, then the University will share in the ownership of the Invention to an extent determined by negotiation between the Vice-President (Research) and the outside Inventor or sponsor.</p>

**Table 1: Ownership of Intellectual Property Continued**

27	<b>University of Lethbridge</b>	In practice, the Inventor/researcher owns 100%. Presently Under review.
28	<b>University of Manitoba</b>	Ownership is split 50:50 between the University and the Inventor when IP is created in the course of research involving either substantial use of University premises, equipment or other resources, or substantial encroachment on University time. It is recognized that even where the University has an interest in an Invention, staff members have the sole right to decide: a) whether to seek a patent at all, or to allow the public free use of the staff member's Invention, and b) whether and by what means and on what terms to produce or market the discovery.
29	<b>University of New Brunswick</b>	Faculty members own their IP. The University seeks to acquire ownership of IP in cases where the University is undertaking externally sponsored research contracts and where it has elected to accept a technology under its technology transfer program.
30	<b>University of Northern British Columbia</b>	The old policy was eliminated and no new policy has been established so everything is negotiable.
31	<b>University of Ontario Institute of Technology</b>	Inventor owns IP unless it is a "work for hire" situation where an employee is specifically commissioned by the University to develop something specific. The ownership may also be overridden by the terms of a contract with an external sponsor.
32	<b>University of Ottawa</b>	Institution owns IP. Under the terms of a sponsored research agreement, the IP could be owned by the sponsor.
33	<b>University of Saskatchewan</b>	The University owns IP, including potentially patentable matter, plant varieties and biologicals, but does not include copyrighted works unless created as part of a Faculty member's defined duties.  In the case of staff and students the policy of University ownership extends to all IP.
34	<b>University of Toronto</b>	When an Invention is made by an individual in the course of activities performed pursuant to direction given by a faculty or staff member specifically with the object of making the Invention (i.e. a staff member doing their job), the Invention is owned by the University.  In all other cases (including work done in research labs) the Invention is owned 50:50 at the time of creation between the Inventor(s) and the University. The Inventor(s) then has(ve) the options of requesting that the University assign its portion to them or asking the University to assume ownership. The exception to this is if the University has granted all or part of the IP rights to a third party under a prior written agreement, in which case the written agreement governs.

**Table 1: Ownership of Intellectual Property Continued**

35	<b>University of Victoria</b>	Inventor owns IP (for faculty and students), with requirement to disclose intent to commercialize and the right of the University to share in commercialization revenues for innovations developed using University resources. The University may own the IP in pre-agreed situations, such as a contract for hire.
36	<b>University of Waterloo</b>	The IP Creators own the IP subject to contractual provisions entered into with the research sponsor providing funding. The University also retains a royalty free license to use the IP for future research and teaching purposes. If the University's Intellectual Property Management Group (IPMG) and the Creators agree to use the IPMG services to protect/commercialize the IP, ownership of the IP is transferred to the University and a royalty sharing agreement is entered into.
37	<b>University of Western Ontario</b>	The IP Policy provides for Inventor's ownership with a 60 day period to determine who shall lead IP commercialization. The Inventor may offer ownership of the IP to the University. All researchers at Western Have a duty to teach and to perform research.
38	<b>Wilfrid Laurier University</b>	<p>Faculty own patents, unless supported by the University, that is where the University provides funds, resources, and facilities beyond those required for the payment of the Faculty member's salary and benefits, for the provision of a normal academic environment in which to work, and for the performance of a regular workload by the Faculty member, or where a contract exists to the contrary.</p> <p>Students have no rights to IP if employed by the University or a contracting agency. All other Students may own/co-own patent rights if they invented/co-invented the Invention.</p>
39	<b>York University</b>	Inventor owns. Any derivation pursuant to employment conditions would be dealt with ad hoc.

## 2. Policies Regarding Commercial Revenue Split

Now that it has been established who owns the Intellectual Property, it is time to decide how this IP is going to be protected. With IP protection and subsequent commercialization and licensing opportunities, the next question is, “What is the Commercial Revenue split?” Obviously both the Institution and the Inventor want to be compensated for the time and money that they have put into the new Invention or Innovation, but what is a fair split, who should receive more, and does it depend on the situation? In short, yes, the Commercial Revenue Split is dependent upon each party’s involvement in the commercialization process, and may also be related to the ownership of the IP.

Many Institutions give the Inventor the choice to commercialize a technology without the aid of the Institution. In these cases, the Institution still retains a claim to a portion of the Revenue, this can range from 15 to 65 %. A split of 75% to the Inventors and 25% to the Institution is quite common. Examples of Institutions with this policy include the University of Ontario Institute of Technology, the University of Toronto and Cape Breton University. When the Institution/University takes the responsibility for the IP protection and commercialization costs, the amount the Institution receives ranges from 25 to 75 % and is most commonly in the range from 40 to 60 % of the Net Revenue. Several respondents reported that the split is 50:50 between the Inventor(s) and the Institution. Examples of Institutions with this policy include the British Columbia Cancer Agency, Dalhousie University, the University of Calgary and the University of Saskatchewan.

Even in cases where the Institution owns the IP, the Inventor does receive a portion of the Revenues. When the Institution takes the financial risk involved with pursuing IP protection, the split is usually more complicated. In some cases, the share of Revenue given to the Inventor depends on the amount of Revenue generated. For explicit examples of this see the responses from the University of Guelph and McGill University in *Table 2* on the ensuing pages. In other cases the Institution receives a larger portion of the Commercial Revenues than the Inventor. Examples of Institutions where this is the practice include Cape Breton University and St. Francis Xavier University. However, some Institutions still give the Inventor the majority of the Revenue, but they usually receive a smaller portion than they would if they had taken responsibility for the costs of IP protection and Commercialization. Institutions where this is the policy include McGill University, Ryerson University, and the Université de Montréal.

There is no general trend for the split of Commercial Revenues, but in all cases the Inventor and Institution each receive a portion of the Revenues dependent upon their involvement in the Commercialization process and the Institution’s philosophy.

See *Table 2*.

**Table 2: Policies Regarding Commercial Revenue Split**

	<b>Institution Name</b>	<b>Policies on Commercial Revenue Split</b>
1	<b>Bishop's University</b>	<p>Should the University wish to proceed any further with patent protection of the divulged IP and the Employee wishes patent protection in order to commercialize the IP within the public domain, the Member shall cede the IP to the University. However, the Member shall continue to be recognized as the sole Inventor/Creator of the idea. If a Member and University decide to proceed with the patent protection of the IP and its further commercial development, and if any net profits are generated from commercial development, these net profits shall be apportioned to the University and the Member in the following manner: the Member shall receive the first \$10,000 and thereafter, the split is 50:50 (Member:University).</p> <p>Should the University decline to proceed with the patent protection, the University shall inform the Member that the University waives, disclaims and abandons any and all rights in the IP.</p>
2	<b>British Columbia Cancer Agency</b>	Split is 50:50 (Inventors:Institution). If there are other parties involved, generally the split is based on Inventorship unless contractually stated otherwise in a collaborative research agreement or similar agreement.
3	<b>British Columbia Institute of Technology</b>	The Institution's sharing allocation is net of direct expenses (i.e. patents, market research direct costs, legal etc.) in a ratio of 55:45 (Inventors:Institution). If the Inventor group wishes to share with a broader group of people who worked on the technology but who are not Inventors, it is policy to pay only those whom the Inventors agree should receive a share of the Inventor pool.
4	<b>Cape Breton University</b>	<p>The policy allows researchers the opportunity to take a personal role in the commercialization of discoveries and Inventions produced with assistance from the University, and to share in the profits of commercialization. At the time the discovery or Invention is formally disclosed, the University asks the IP Creator to share the ownership of the IP rights to the disclosed discovery or Invention with the University in percentages indicated by one of two commercialization options:</p> <p>1) University assumes responsibility for the commercialization of the IP. Net income is split 75:25 (University:Inventor). The University is assigned a 75% share of the ownership of IP rights.</p> <p>2) The IP Creator assumes responsibility for commercialization of the IP. Net income is split 75:25 (Inventor:University). The University is assigned a 25% share of the ownership of IP rights.</p> <p>Where funding is provided by the University under agreement with contractors, the University retains 100% of the net income and IP ownership. Contractors are not entitled to ownership of IP or any share of income resulting from discoveries or Inventions. It is recognized that contractors are remunerated for products and services provided.</p>
5	<b>Carleton University</b>	Parties shall reach a mutually agreeable arrangement including ownership and revenue sharing which shall be reduced to writing.
6	<b>Dalhousie University</b>	When assigned to University, revenue sharing is 50:50 (University:Inventor). If other parties are involved, negotiable.

**Table 2: Policies Regarding Commercial Revenue Split Continued**

7	<b>Lakehead University</b>	There is no policy. Revenue split is negotiated in each case. However, in the Lakehead University Faculty Association Collective Agreement, University gets 25% of net profits from faculty patent revenue, or 50% if it provides "extraordinary support" as defined in the Collective Agreement. If other parties are involved, it is negotiated in each circumstance.
8	<b>Laurentian University</b>	Net commercialization proceeds are split 50:50 (Inventors:University), assuming the requirements of the IP policy/collective agreement "use of university property, students or funds" have been met. If third parties are involved, the split is subject to any negotiated agreement.
9	<b>McGill University</b>	<p>Sharing of Income: Net income derived from the commercialization of Inventions shall be shared between the Inventor(s) and the University on the following basis:</p> <p>1) Commercialization by the University: In the case where the University is responsible for the commercial development of the Invention, the first \$10,000 of net royalties shall accrue to the Inventor. Of the balance of net income the split is 60:40 (Inventor(s):University).</p> <p>2) Commercialization by the Inventor(s): In the case where the University assigns rights to the Inventor(s) and the Inventor(s) is responsible for the commercial development of the Invention, net total income shall be apportioned as described below: a) Royalties: Of the first \$100,000 of net royalties 80:20 (Inventor:University). Of any net royalties above \$100,000, 70:30 (Inventor:University). b) Equity, Options, and Other Consideration: Of the balance of net total income, 70:30 (Inventor:University).</p> <p>3) Multiple Inventors: The lead Inventor shall provide an agreement, signed by all Inventors, covering the distribution of each Inventor's share of the net income. The lead Inventor is responsible for the identification of all Inventors, including students.</p> <p>4) Sharing with Other Academic Institutions: Where an Invention is developed wholly or in part by an Inventor during a temporary stay at the University, or jointly with an Inventor from another academic institution on a temporary stay at the University, or jointly by an Inventor working at the University with an Employee of another Academic Institution working at the other institution, rights to such Invention and net income shall be shared between the University and the other Academic Institution, taking into account the policies of both Institutions. The sharing of net income will normally take into account the relative contributions of the Inventors and their Institutions. If the other Academic Institution is a research institute affiliated with a McGill teaching hospital, the sharing of ownership and net income shall be governed by agreements in place between the University and its teaching hospitals.</p>
10	<b>McMaster University</b>	Net revenues are split 50:50 between the Inventors and the University. If there are other parties involved, the split is decided on a case by case basis. However, the University's affiliated research Hospitals receive 50% of the University's share (or 25% of the net revenues) if the technology was developed in their facilities.
11	<b>Mount Allison University</b>	No policy.

**Table 2: Policies Regarding Commercial Revenue Split Continued**

12	<b>Mount Saint Vincent University</b>	Where the IP is assigned to the University revenue sharing is not compulsory, the split of revenue between Inventor and the University is negotiable in all cases. There have been no agreements where third parties are involved. However, the University is currently in negotiations with a third party and portion split is still under consideration.
13	<b>National Research Council</b>	About 35% of the royalty revenues collected for an Invention are split between the Inventors and innovators. The split between these is decided amongst the participants; the main Inventors will get the larger share. The Institution retains about 65% of the royalty revenues.
14	<b>Queen's University (PARTEQ)</b>	Generally between 40% and 60% split between Inventors and the University, depending on circumstances.
15	<b>Red River College</b>	The College believes that employees provide the creative energy for inventive endeavours. The College recognizes that employees may expend significant time and effort to create Work or Intellectual Property in which the College has ownership or copyright. Many Works or Intellectual Property is created by more than one individual or department within the College. The College will endeavour to acknowledge or provide appropriate credit to employees involved in the development of such projects. The College provides fair and consistent distributions of income from the sale, lease, use or other transfer of Intellectual Property, recognizing the contributions of employees. In the interim, such arrangements are on a case by case basis.
16	<b>Ryerson University</b>	<p>Two possible scenarios for commercialization for faculty members:</p> <p>1) Inventor commercializes independently, so Inventor carries costs of patent. The revenue split is as follows: i) Where the University has provided extraordinary support, the University shall recover those costs by taking not more than 50% of the gross revenues in each year until the University has recovered its extraordinary support. Thereafter, the University shall receive 40% of gross revenues in each year. ii) Where the University has provided ordinary support, the University shall be entitled to 10% of the gross revenues in each year.</p> <p>2) Inventor commercializes using university resources, so University carries costs of patent and commercialization. The revenue split is as follows: i) Inventors receive a minimum of 60% of Net Revenues in any given year.</p> <p>There is no arm's length commercialization agent associated with the University. However, third parties (like certain funding agencies) sometimes demand reimbursement or a share of commercialization revenues in return for investment in the technology or research. Revenue sharing with this type of third party is determined by the pre-existing agreement(s) with the third party, and is anticipated in the policy. It is dealt with and implemented on a case by case basis.</p>

**Table 2: Policies Regarding Commercial Revenue Split Continued**

17	<b>Saint Mary's University</b>	Where the IP is assigned to the University, revenue sharing is compulsory. For patents, University and Inventor share in "net proceeds" on a case-by-case basis, but in no case shall the Inventor receive less than 50%. The split of revenue between Inventor and the University is completely negotiable in all other cases. Currently, the University does not have any agreements where third parties are involved. However, it is currently in the negotiation phase with a third party and portion split is still under consideration.
18	<b>Simon Fraser University</b>	The University has the right to share in Revenue obtained from commercializing IP developed through the use of University resources. The Revenue is split according to the following criteria: 1) If the Creator retains ownership of the IP and does not request the assistance of the University in Commercializing the IP, the University will normally receive 15% of additional annual Revenues received by each of the Creator(s), after \$25,000 in annual Revenue has been received by that Creator, based on the provision of general University resources and facilities, including (possible) minor UILO staff assistance; assignment of the IP is not required. 2) If the Creator(s) requests assistance of the University in Commercializing the IP and the University agrees to assist, then - after the Direct Costs of Commercialization are repaid from Revenue shared on a 50:50 (University:Inventor) basis - the University will normally retain 30% of annual Revenue. 3) If the Creator requests assistance of the University in Commercializing the IP and the University declines to assist, or the University abandons the Commercialization of the IP and assigns the IP back to the Creator, the University will normally receive 5% of additional annual Revenues after the first \$100,000 in annual Revenue has been received by each of the Creator(s), based on the provision of general University resources and facilities, including (possibly) minor UILO staff assistance; assignment of the IP is not required. In the case of joint Creators, the above annual "threshold" amount before which Revenue is shared applies to each Creator separately.
19	<b>St. Francis Xavier University</b>	Two commercialization options: 1) By University: If the IP Creator(s) assign(s) rights in the IP to the University for protection and/or exploitation and the University agrees, the University shall, no later than June 30, each year, remit to the IP Creator(s) a sum equal to 40% of the Net Income (or such higher percentage of the Net Income to which the parties may agree in writing at the time of the assignment to the University) for the previous fiscal year. 2) By IP Creator: If the IP Creator(s) do(es) not assign the rights in IP to the University, or the University does not assume responsibility for protection and/or exploitation, or if the University ceases such activity, then, the IP Creator(s) must provide to the University, by no later than June 30 in each year, payment of 25% of Net Income resulting directly or indirectly from the Commercialization in any manner whatsoever of IP.
20	<b>St. Thomas University</b>	No split; revenues would go to the "Inventor" but as this University is a liberal arts institution, the "Inventions" are considered ideas.

**Table 2: Policies Regarding Commercial Revenue Split Continued**

21	<b>TRIUMF</b>	Income derived from the sale or other disposal by the Institution from Inventions or Discoveries, including that derived under the terms of agreements with patenting corporations, will be split 50:50 (Inventor(s):Institution), unless a scientist is on the faculty of one of the participating Universities, then royalties after cost recoveries are to be divided 50% to the Inventor, 25% to the University and 25% to the Institution). Net income will be calculated as gross income less Direct Costs.
22	<b>Université de Montréal</b>	The party who has taken on responsibility for the development of an Invention shall pay the other party a share not less than 15% of the income received. When the responsibility is assumed by the University, the split is 60:40 (Inventors:University). Unless third parties are involved in the creation of the Academic Product, they do not receive a portion of the revenue.
23	<b>University College of the Fraser Valley</b>	Royalties are split between Inventors and the University in circumstances where there is an agreement in place and the University has been involved in the commercialization of the Invention. When other parties are involved, there has to be an agreement that specifies the rights of each party.
24	<b>University of Alberta</b>	If the Inventors commercialize, one-third of the net income goes to the University; if the University commercializes after being assigned the ownership rights, one-third goes to the Inventors.
25	<b>University of Calgary (University Technologies International)</b>	The revenue split can be highly variable. However, if a researcher seeks UTI for its services, the revenue split is 50:50 between the Creator and the University per the policy and the associated interpretive documents. UTI holds and manages the University's portion of revenues.
26	<b>University of Guelph</b>	The University shall pay the Inventor: i) 75% of the net income portion of the first \$100,000 of cumulative combined income as defined. ii) 25% of all net income in excess of the first \$100,000 of cumulative combined income. (The first \$100,000 of cumulative combined income will be arrived at by a combination of net income flowing from the Invention, plus any fees collected by the Inventor for consulting services or research and development services related to the Invention and performed for the licensee subsequent to the signing of the licensing agreement. This level shall be reviewed annually).
27	<b>University of Lethbridge</b>	Split of net revenues is 50:50 (Inventor(s):University) if the University assumes the costs/risk.

**Table 2: Policies Regarding Commercial Revenue Split Continued**

28	<b>University of Manitoba</b>	<p>Where staff members wish to patent, produce or market an Invention in which the University has an interest, the staff members may either:</p> <p>1) Undertake to do so individually or with the assistance of anyone chosen by the staff member, in which case the staff member shall be solely responsible for all necessary expenses, and shall pay to the University a percentage of all net profits after such expenses are paid, the percentage to be determined by the Standing Committee on Patents.</p> <p>2) Do so through Canadian Patents and Development Limited, in which case the Inventors and the University shall share all proceeds received from Canadian Patents and Development Limited, in a manner to be decided by the Standing Committee on Patents.</p> <p>Where the University does not have an interest in an Invention, but the staff member wishes to take advantage of advice from the University regarding investigation and patenting, the University would assist the staff member in any way possible but only to such financial extent as it may deem advisable, and it would not receive any share in the proceeds from royalties or otherwise other than a refund of any funds advanced by it.</p>
29	<b>University of New Brunswick</b>	Revenue (including royalties) is split 50:50 with researchers (after out of pocket costs are recovered) in cases where the University has accepted a technology under its technology transfer program. The researchers may include University Faculty, Students, and others.
30	<b>University of Northern British Columbia</b>	University has eliminated the old policy but has not implemented a new one, so everything is negotiable.
31	<b>University of Ontario Institute of Technology</b>	University gets 25% if the Inventors commercialize without University support. If they ask for university support then the split is negotiated (usually 50:50).
32	<b>University of Ottawa</b>	First \$100,000 of net revenue is shared 80% to the Inventor and 20% to the Institution, with anything over \$100,000 being shared equally (50:50 Inventor:Institution). If there are other parties involved, it is handled on a case by case basis.
33	<b>University of Saskatchewan</b>	Net income from commercialization is split 50:50 between the Inventor(s) and the University.

**Table 2: Policies Regarding Commercial Revenue Split Continued**

34	<b>University of Toronto</b>	If the Inventors take personal ownership they can deduct patent and legal fees from gross revenues. The remainder is split 75:25 (Inventors:Owners). If the Inventors offer the Invention to the University and the University accepts, the patent and legal fees are paid back first, then the Inventors get the first \$1000 and the remainder is split 75:25 (University:Inventors). If the Inventors offer the Invention to the University and the University does not accept ownership and the Inventors subsequently commercialize the Invention, the patent and legal fees are paid back first and then the split is 90% for the Inventors and 10% for the University. If work towards the Invention was undertaken at one of the University's affiliated hospitals, the relevant hospital may receive a portion of the University's share (i.e. the 25%). The percentage the hospital receives is not set and is negotiated on a case by case basis. If the Inventors take personal ownership they may come back and engage the University to commercialize the Invention for them through its commercialization arm IUT. In that case IUT will take a negotiated percentage off the top, the remainder is split 75:25 (Inventors:University). The standard IUT percentage is 15%.
35	<b>University of Victoria</b>	There is no set policy on this, but the general rule is that Inventors get 50 to 75% of net revenues (i.e. technology transfer related Direct Costs are usually first taken off the top). Other parties can also get a share and their share is dependent on their contribution.
36	<b>University of Waterloo</b>	Patent related IP royalties are split 50:50 (Inventor:University).
37	<b>University of Western Ontario</b>	In cases that are assigned to the University for commercialization, the University assumes patent, legal, strategy, roadmap and other related costs and support. Net proceeds are shared 50:50 with the Inventor(s). In cases where Inventor develops on their own, there is no financial involvement by the University and sharing is 25:75 (University:Inventor).
38	<b>Wilfrid Laurier University</b>	The University requires that staff members receive an indeterminate amount of the Revenue realized through the commercialization of patents which they have assigned to the University. The Revenue sharing arrangements are negotiated with the following requirements: 1) If the University pursues patent protection, then the royalties to be shared shall be those remaining after the recovery of the University's costs incurred in all the activities specifically involved in the patenting process, including the cost of development, but not including overhead. 2) If the patentable discovery arose from University supported activities, and the staff member decides to pursue patent protection without the University's aid, then the royalties to be shared shall be those remaining after the recovery of the staff member's costs incurred in all the activities specifically involved in the patenting process, including the cost of development, but not including overhead.
39	<b>York University</b>	No firm policy, negotiated case-by-case depending on input of the University. Third parties are recognized only through negotiation, not through policy.

### **3. Payout Frequency of Revenues to the Inventor(s)**

Given that we now know who owns the IP rights for the Invention, and how much of the Commercial Revenue each party is to receive, the next logical question is, “When will I receive my portion?” There are many ways of dealing with the issue of when to pay the Inventor his/her share of the Revenues. For example, it could be paid annually, semi-annually, quarterly, or as the Royalties are received. The participants in this survey gave all of these answers and more.

In fourteen (14) cases the Institution said that the Revenues are to be paid out annually in principle, although this may not be the actual practice. In some cases, for example at Dalhousie University and the University of Waterloo, the payout frequency is annually in most instances, but it may increase if the amount of money to be paid is large. For the remaining Institutes, the payout frequency varies. For example at the British Columbia Institute of Technology, the payments to inventors are to be made within thirty (30) days of the end of each calendar quarter; and at the University of Saskatchewan, the Royalties are held for six (6) months before the Inventor is paid. This is to ensure that all of the current invoices for patenting and legal expenses have been received and used in the calculation of Net Income. There are even some Institutions where the payout frequency is negotiated on a case-by-case basis. Institutions with this policy include Carleton University, Lakehead University, and Wilfrid Laurier University.

The most common practice seems to be to pay the Inventor his/her portion of the Revenues annually. However there were ten (10) Institutions that reported that this question was not applicable to their Institution, or that they do not have a policy or common practice for the payout frequency.

See *Table 3*.

Table 3: Payout Frequency of Revenues to the Inventor(s)

	Institution Name	What is the Payout Frequency of the Revenues to the Inventor(s)?
1	<b>Bishop's University</b>	Have not had experience, but in principle annually.
2	<b>British Columbia Cancer Agency</b>	In many of the license agreements, royalties are received annually or semi-annually and Inventors are paid out once revenues are received.
3	<b>British Columbia Institute of Technology</b>	The policy says that payments to Inventors will be made within 30 days of the end of each calendar quarter -- this presumes that the Institution is in receipt of such payments on a similar schedule. This would depend on the terms of a license agreement, which could be 60 days after the end of the quarter, etc.
4	<b>Cape Breton University</b>	No answer.
5	<b>Carleton University</b>	Negotiated - parties shall reach a mutually agreeable arrangement including ownership and revenue sharing which shall be reduced to writing.
6	<b>Dalhousie University</b>	Normally annually, but larger amounts are paid more frequently.
7	<b>Lakehead University</b>	Negotiated in each circumstance. To date, no licensing revenue received.
8	<b>Laurentian University</b>	Not determined as yet, likely annually based on financial statements.
9	<b>McGill University</b>	As received.
10	<b>McMaster University</b>	Annually if less than \$10,000. Semi-annually if more than \$10,000.
11	<b>Mount Allison University</b>	No policy.
12	<b>Mount Saint Vincent University</b>	Not applicable at this time.
13	<b>National Research Council</b>	In most cases it is annually.
14	<b>Queen's University (PARTEQ)</b>	Annually.
15	<b>Red River College</b>	To be determined. Policy is under development.
16	<b>Ryerson University</b>	Annually.
17	<b>Saint Mary's University</b>	Not applicable at this time.
18	<b>Simon Fraser University</b>	Currently, arrangements vary but the goal is to standardize at annually.
19	<b>St. Francis Xavier University</b>	Annually.

**Table 3: Payout Frequency of Revenues to the Inventor(s) Continued**

20	<b>St. Thomas University</b>	Not applicable.
21	<b>TRIUMF</b>	An Accounting will be made to the Inventor(s) from time to time but not less frequently than annually. Revenues received by the Institution under these provisions will be allocated at the discretion of the Board of Management.
22	<b>Université de Montréal</b>	Annually.
23	<b>University College of the Fraser Valley</b>	Have not yet encountered situation.
24	<b>University of Alberta</b>	Annually.
25	<b>University of Calgary (University Technologies International)</b>	Royalties and other license income is paid out as it is received.
26	<b>University of Guelph</b>	Annually by policy; semi-annually by practice.
27	<b>University of Lethbridge</b>	No policy.
28	<b>University of Manitoba</b>	No answer.
29	<b>University of New Brunswick</b>	Annually.
30	<b>University of Northern British Columbia</b>	Currently University has eliminated the old policy but has not implemented a new one with respect to Intellectual Property, so everything is negotiable.
31	<b>University of Ontario Institute of Technology</b>	Annually in principle.
32	<b>University of Ottawa</b>	Annually.
33	<b>University of Saskatchewan</b>	The University holds royalties for 6 months before paying Inventor(s) to make sure that all current invoices for patenting and legal expenses have been received and used in the calculation of Net Income.
34	<b>University of Toronto</b>	The Owner of the Invention (be it the Inventors or the University) is required to remit revenue to the other party on an annual basis. However, in practice, the remittances are usually done more frequently upon receipt of Revenue.
35	<b>University of Victoria</b>	No set rule. Usually at the time Revenues are received for lump sum type payments (signing fees, etc.) or likely quarterly or semi-annually – i.e. in line with the license agreement royalty due dates/frequencies.
36	<b>University of Waterloo</b>	Usually annually, but if the amount is very large, more frequently.

**Table 3: Payout Frequency of Revenues to the Inventor(s) Continued**

37	<b>University of Western Ontario</b>	All researchers get to be paid their share of the proceeds and receive an annual statement of commercialization progress 30 days after the end of each fiscal year. Informally, this period is being shortened by allowing payments every 3 months.
38	<b>Wilfrid Laurier University</b>	Negotiated on a case by case basis.
39	<b>York University</b>	No policy or practice guidelines.

#### **4. Limits or Caps on Inventors' Share of Revenues**

By asking the previous two (2) questions we have determined what percentage of the Net Revenues the Inventor will receive as a result of the Commercialization of his/her technology, and also how frequently these payments will be made. We now begin to enquire further about the Revenues that the Inventor receives. The questions we chose to ask next were, "Are there any Limits or Caps on the amount of Revenue that an Inventor may receive in any given year or payout period?" and "Is there a maximum amount of Revenue that an Inventor may receive over his/her lifetime?"

With regard to the question of Limits or Caps on the amount of Revenue that an Inventor may receive each year, twenty-eight (28) of the thirty-nine (39) Institutions answered that they do not impose any Limits or Caps. The other Institutions either have no policy on the matter, or dealt with the issue on a case-by-case basis.

With regard to the question of a maximum amount of Revenue that an Inventor may receive over his/her lifetime, again none of the respondents indicated that they would impose a maximum. In fact the same twenty-eight (28) Institutions explicitly stated that there is no maximum for the Inventor and the remainder have no set policy or said that the matter would be negotiated for each situation.

Of note is additional information that respondents provided. At Red River College, when work is done by a Student and if the College claims sole ownership of the material, then generally half of the Student's tuition fee is paid back to them. The University of Toronto's internal distribution of revenues changes at the \$200,000 and \$500,000 annual Revenue levels. Likewise, the University of Guelph's internal distribution of revenues changes at the \$500,000 level. The University of Victoria specifies that they deal with Revenue sharing on a per Invention basis, so one Inventor can be receiving Revenues from multiple Inventions at one time.

On the whole, the current position of Institutions across Canada is that there are no restrictions imposed on the amount of Revenue an Inventor may receive each year or over his/her lifetime.

See *Table 4*.

**Table 4: Policies on Limits or Caps, and Maximum Amount of Revenues That an Inventor May Receive Over His/Her Lifetime**

	<b>Institution Name</b>	<b>Are there Limits/Caps?</b>	<b>Is There a Maximum Over Inventor's Lifetime?</b>
1	<b>Bishop's University</b>	No.	No.
2	<b>British Columbia Cancer Agency</b>	No.	No.
3	<b>British Columbia Institute of Technology</b>	No.	No.
4	<b>Cape Breton University</b>	No answer.	No answer.
5	<b>Carleton University</b>	Negotiated.	Negotiated.
6	<b>Dalhousie University</b>	No.	No.
7	<b>Lakehead University</b>	No.	No.
8	<b>Laurentian University</b>	No.	No.
9	<b>McGill University</b>	No.	No.
10	<b>McMaster University</b>	No.	No.
11	<b>Mount Allison University</b>	No policy.	No policy.
12	<b>Mount Saint Vincent University</b>	Not specified and would have to be negotiated.	Not specified and would have to be negotiated.
13	<b>National Research Council</b>	No.	No.
14	<b>Queen's University (PARTEQ)</b>	No.	No.
15	<b>Red River College</b>	Policy under development. In case of work done by student, if College claims the sole ownership to the material then generally half of student's tuition fee is paid back.	Policy under development. In case of work done by student, if College claims the sole ownership to the material then generally half of student's tuition fee is paid back.
16	<b>Ryerson University</b>	No.	No.

**Table 4: Policies on Limits or Caps, and Maximum Amount of Revenues That an Inventor May Receive Over His/Her Lifetime Continued**

17	<b>Saint Mary's University</b>	No. University and Inventor share in Net Proceeds on a case-by-case basis, but Inventor must receive at least 50% of total.	No. University and Inventor share in Net Proceeds on a case-by-case basis, but Inventor must receive at least 50% of total.
18	<b>Simon Fraser University</b>	No.	No.
19	<b>St. Francis Xavier University</b>	No answer.	No answer.
20	<b>St. Thomas University</b>	Not applicable.	Not applicable.
21	<b>TRIUMF</b>	No.	No.
22	<b>Université de Montréal</b>	No, not yet.	No, not yet.
23	<b>University College of the Fraser Valley</b>	Not applicable.	Not applicable.
24	<b>University of Alberta</b>	No.	No.
25	<b>University of Calgary (University Technologies International)</b>	No.	No.
26	<b>University of Guelph</b>	No caps for the Inventors. When the University receives over \$500,000 in revenues, the internal University distribution of the revenue changes.	No.
27	<b>University of Lethbridge</b>	No policy.	No policy.
28	<b>University of Manitoba</b>	No.	No.
29	<b>University of New Brunswick</b>	No.	No.
30	<b>University of Northern British Columbia</b>	No policy.	No policy.
31	<b>University of Ontario Institute of Technology</b>	No.	No.
32	<b>University of Ottawa</b>	No.	No - not a problem we have needed to deal with yet!
33	<b>University of Saskatchewan</b>	No.	No.

**Table 4: Policies on Limits or Caps, and Maximum Amount of Revenues That an Inventor May Receive Over His/Her Lifetime Continued**

34	<b>University of Toronto</b>	No caps for the Inventors. At certain levels of income received by the University (\$200,000 and \$500,000) the internal University distribution of the revenue changes.	No.
35	<b>University of Victoria</b>	No, deal with Revenue sharing on a per Invention basis (so one Inventor can be receiving revenues from multiple Inventions).	No, deal with Revenue sharing on a per Invention basis (so one Inventor can be receiving revenues from multiple Inventions).
36	<b>University of Waterloo</b>	No.	No.
37	<b>University of Western Ontario</b>	No.	No.
38	<b>Wilfrid Laurier University</b>	No.	No.
39	<b>York University</b>	No policy or practice guidelines.	No policy or practice guidelines.

## 5. Policy Regarding Commercialization Costs

We have already dealt with the questions concerning how much of the Commercial Revenue each of the involved parties is entitled to, and whether or not there is a maximum amount of Revenue that an Inventor may receive at any time. The next issue that needs to be addressed pertains to the Revenue to be shared, that is, “Are the costs of Commercialization deducted before the Inventor receives his/her payment?” Costs of Commercialization can include legal, patenting, marketing, and other expenses associated with the development of a technology. In general these costs do not include internal Technology Transfer staff time. For the purposes of this survey, this question specifically addresses the situation where the Institution takes responsibility for the Commercialization of an Invention.

Thirty-one (31) of the thirty-nine (39) responding Institutions answered that yes, they do deduct the Costs of Commercialization before they pay the Inventor his/her share of the Revenues. In these cases the Institutions usually refer to the Revenue split in terms of Net Revenue. Net Revenue being the Gross Revenue received from the Commercialization of an Invention, minus the Costs of Commercialization.

Of the remaining Institutions, two (2), the National Research Council and Simon Fraser University, reported that they do not deduct the Costs of Commercialization from the Revenue before paying the Inventor. In these cases it is expected that the Institution will recover the Costs of Commercialization that they have incurred through the money they receive in the Commercial Revenue split agreement. Six (6) Institutions have no set policy on this matter, or did not provide an answer to this question.

The current most common practice is to deduct the Costs of Commercialization from the Gross Revenue and reimburse the party responsible for the IP Protection and Commercialization before splitting the Net Revenues according to the Revenue sharing policies as outlined in question 2 of this survey.

See *Table 5*.

**Table 5: Policy on the Deduction of the Costs of Commercialization**

	<b>Institution Name</b>	<b>Are the Costs of Commercialization deducted before the Inventor Receives Payment?</b>
1	<b>Bishop's University</b>	Yes, Inventor receives net payments, with some costs deducted from gross revenues.
2	<b>British Columbia Cancer Agency</b>	Yes - all direct costs of patenting and licensing are deducted prior to the dissemination of funds.
3	<b>British Columbia Institute of Technology</b>	Yes, although there are provisions for partial sharing before all costs are recovered.
4	<b>Cape Breton University</b>	Yes. Revenues are shared based on net income - i.e.1) all consideration, whether in cash or otherwise, paid, transferred, or otherwise made available to the IP Creator of CBU from arms-length parties and 2) the consideration deemed to be received, pursuant to the other terms of the CIP policy, by the IP Creator or CBU from non-arms-length parties from the use, sale, assignment, licensing or other disposition, in accordance with this CIP policy, of the IP; Less the out-of-pocket costs paid by the receiving party for obtaining and maintaining statutory protection and for granting, performing, or enforcing any sale, assignment, licensing, or other disposition of such IP.
5	<b>Carleton University</b>	Negotiated.
6	<b>Dalhousie University</b>	Yes.
7	<b>Lakehead University</b>	Yes.
8	<b>Laurentian University</b>	Yes.
9	<b>McGill University</b>	Yes.
10	<b>McMaster University</b>	Yes.
11	<b>Mount Allison University</b>	No policy.
12	<b>Mount Saint Vincent University</b>	Yes.
13	<b>National Research Council</b>	No.
14	<b>Queen's University (PARTEQ)</b>	Yes.
15	<b>Red River College</b>	Yes.
16	<b>Ryerson University</b>	Depends on the classification of the commercialization expense. Ordinary expenses are not deducted. Extraordinary expenses are deducted from gross revenues or reimbursed to the University as described in the policies for commercial revenue split.

**Table 5: Policy on the Deduction of the Costs of Commercialization Continued**

17	<b>Saint Mary's University</b>	Yes.
18	<b>Simon Fraser University</b>	No, but the current policy provides for 50:50 (Inventor:University) Revenue sharing until the defined commercialization costs have been recovered by the University.
19	<b>St. Francis Xavier University</b>	Yes.
20	<b>St. Thomas University</b>	Not applicable.
21	<b>TRIUMF</b>	Yes.
22	<b>Université de Montréal</b>	Yes, "net income" is shared between the University and the researcher. "Net income" means all funds actually received and resulting from the commercialization of an Academic Product, after deduction of the costs incurred for the commercialization of said product.
23	<b>University College of the Fraser Valley</b>	No formal policy, but probably yes.
24	<b>University of Alberta</b>	Patent costs can be recovered before distribution.
25	<b>University of Calgary (University Technologies International)</b>	Yes, all out of pocket costs are deducted before the Creator/Inventor receives payment.
26	<b>University of Guelph</b>	Yes.
27	<b>University of Lethbridge</b>	No answer.
28	<b>University of Manitoba</b>	Costs for IP protection are deducted.
29	<b>University of New Brunswick</b>	Yes, but only out-of-pocket costs incurred by the University and not reimbursed by a third party.
30	<b>University of Northern British Columbia</b>	No new policy, so everything is negotiable.
31	<b>University of Ontario Institute of Technology</b>	Yes, direct third-party costs are deducted.
32	<b>University of Ottawa</b>	Yes, but out of pocket costs (patent, business development or consulting costs) only, not staff time.
33	<b>University of Saskatchewan</b>	Net income is gross income from licensing or assignment less out of pocket legal and other costs such as travel, marketing and prototype development.
34	<b>University of Toronto</b>	The owner of the Invention can deduct "legal and other fees the Assignee incurs directly in the process of establishing and maintaining the legal protection of the Invention". So out of all the commercialization costs they can only deduct protection costs. A caveat to that is that if the Inventor-owners engage IUT to commercialize on their behalf, IUT's commercialization fee is taken off the top.

**Table 5: Policy on the Deduction of the Costs of Commercialization Continued**

35	<b>University of Victoria</b>	Yes, technology transfer related Direct Costs are usually first taken off the top.
36	<b>University of Waterloo</b>	All costs are deducted before the revenues are paid out.
37	<b>University of Western Ontario</b>	Yes, net proceeds, whether the University or the researcher develops.
38	<b>Wilfrid Laurier University</b>	Yes. Called Cost of Development in policy, it includes the costs involved in retaining external help (patent agents, lawyers, etc.) and not own staff time.
39	<b>York University</b>	Yes.

## 6. Policy Regarding Cashed-Out Equity

The next question we asked the survey participants was, “Do the Inventors get shares or a portion of the Revenue when Equity is cashed-out?”

There is no common trend for handling the Revenue when Equity is cashed-out. In fact sixteen (16) respondents said that this question was not applicable to their Institution to date, or that they have no policy on this issue. Among the twenty-three (23) Institutions that provided policies, the responses ranged from no further split of the Revenues at TRIUMF, to the split is negotiated on a case-by-case basis at Carleton University and the University of Toronto, to the Inventor will indeed get a share of the Revenue from the cashed-out Equity at the University of New Brunswick and the Université de Montréal.

The diversity amongst the answers to this question and the relatively small number of responses indicate that there may be limited experience with sharing Revenue from cashed-out Equity. Even when looking at just the Institutions that did provide a response to the question, it is noted that the majority of these Institutions did not have fixed policies, but rather said that they deal with the issue on a case-by-case basis.

See *Table 6*.

**Table 6: Do Inventors Get Shares or a Portion of the Revenue When Equity is Cashed-Out?**

	<b>Institution Name</b>	<b>Policies on Revenues when Equity is Cashed-out</b>
1	<b>Bishop's University</b>	Up to the arrangement at the time of signing.
2	<b>British Columbia Cancer Agency</b>	Not applicable to date.
3	<b>British Columbia Institute of Technology</b>	This has not been addressed in the policy and there is no history of this to provide a meaningful answer.
4	<b>Cape Breton University</b>	No answer.
5	<b>Carleton University</b>	Negotiated.
6	<b>Dalhousie University</b>	Inventors get a portion of revenue.
7	<b>Lakehead University</b>	To date we have had shares issued to Inventors directly at onset. The University does not hold shares for others.
8	<b>Laurentian University</b>	Situation has not arisen as yet. It would most likely be subject to a negotiated agreement in each instance.
9	<b>McGill University</b>	Depends on the terms of the license and how shares were initially issued.
10	<b>McMaster University</b>	Yes, revenue from the sale of equity is treated in the exact same way as royalties.
11	<b>Mount Allison University</b>	No policy.
12	<b>Mount Saint Vincent University</b>	To be determined.
13	<b>National Research Council</b>	Inventors do not get shares but would receive a portion if the equity is cashed out.
14	<b>Queen's University (PARTEQ)</b>	Depends on the circumstances under which we received the equity. If the equity was received as consideration under a license agreement, they will share in the proceeds from the equity disposal.
15	<b>Red River College</b>	To be determined. Policy under development
16	<b>Ryerson University</b>	Not specified in policy.
17	<b>Saint Mary's University</b>	To be determined.
18	<b>Simon Fraser University</b>	Depends on the specific arrangements for that case. Generally, cashed out equity proceeds are within the scope of revenue definition.
19	<b>St. Francis Xavier University</b>	No answer.
20	<b>St. Thomas University</b>	Not applicable.
21	<b>TRIUMF</b>	Not if the Inventor is already a major shareholder, i.e. if the original share distribution to TRIUMF was based on the assumption that it accounted for a 50:50 split, then there is no further split.

**Table 6: Do Inventors Get Shares or a Portion of the Revenue When Equity is Cashed-Out? Continued**

22	<b>Université de Montréal</b>	When equity is part of a transaction and as such, is included in net income, shares are transferred to Creators. The University keeps its part and will act independently from Creators when it is time to cash-out. In the case of a spin-off company or any other case where a relationship exists between a Creator and the company involved in a transaction with the University, the split with said Creator(s) will be affected in order to avoid double-dipping.
23	<b>University College of the Fraser Valley</b>	No answer.
24	<b>University of Alberta</b>	Depends: if the Inventor is a founder of the company, then no; if not, UA may take non-founder Inventors portion and distribute it later.
25	<b>University of Calgary (University Technologies International)</b>	Typically, the Creators/Inventors will receive shares of equity at the time of the transaction of licensing the technology into the company. The Creators do not subsequently receive a portion of the equity, or proceeds from such equity that is the University's share.
26	<b>University of Guelph</b>	N/A. The policy is not to take equity.
27	<b>University of Lethbridge</b>	No answer.
28	<b>University of Manitoba</b>	Yes, 50%.
29	<b>University of New Brunswick</b>	Inventors get shares or a portion of the revenue
30	<b>University of Northern British Columbia</b>	Currently UNBC has eliminated the old policy but has not implemented a new one with respect to Intellectual Property so everything is negotiable.
31	<b>University of Ontario Institute of Technology</b>	No spin-out creation to date, but the policy states that the Inventors will receive cash when the equity is sold. In practice, it would probably be dealt with on a case-by-case basis.
32	<b>University of Ottawa</b>	Inventors get shares or a portion of the revenue - it is best to distribute founder's equity at the establishment of company or you could be creating a tax liability for Inventors.
33	<b>University of Saskatchewan</b>	The University cashes in enough equity as soon as shares can be converted to cash to pay the 50% owed to the Inventors.
34	<b>University of Toronto</b>	This is decided on a case by case basis. The owner of the Invention (be it the University or the Inventor) is only required to account for the value of the equity when it is cashed out. However, Owners will often offer the other party the equity itself up front or before they cash it out.
35	<b>University of Victoria</b>	If commercialization "revenues" include equity and the Inventor is entitled to (e.g.) 50%, then the Inventor would get 50% of the received equity in his/her own name and then be responsible for his/her own decisions as to when to cash out, etc.
36	<b>University of Waterloo</b>	In some instances equity proceeds may be shared by Inventors. Shares are usually held in trust and not distributed to Inventor(s). When shares are sold the Inventor(s) participates.
37	<b>University of Western Ontario</b>	Royalty or equity benefits are treated the same way with respect to distribution, with the exception of Founder's equity, which goes entirely to the Founder, whether the University or the researcher.

**Table 6: Do Inventors Get Shares or a Portion of the Revenue When Equity is Cashed-Out? Continued**

38	<b>Wilfrid Laurier University</b>	Negotiated on a case by case basis.
39	<b>York University</b>	No policy or practice guidelines.

## **7. Rewards to Inventors Once Patents Have Been Issued**

The final question we asked in this survey was one that would be of interest to the Inventor, that is, “Do the Inventors receive money for patents once they have been issued?” As a follow-up question we also asked, “Do the Inventors receive any other type of award for patent issuance?”

The overwhelming response to the first question is no, the Inventor does not receive a monetary award for a patent being issued. None of the thirty-nine (39) participating Institutions said that the Inventor would receive money upon the issuance of a patent. The only situation where an inventor may receive money at the time of the issuance of a patent is if the patent is considered a milestone in a license agreement. Only the British Columbia Cancer Agency and the University of Alberta mentioned the situation involving patents as milestones in license agreements.

Institutions had varying responses to the second question, although the majority still said that the Inventor would not receive anything for the issuance of a patent. Examples of other types of rewards that Institutions provide their Inventors include publications that highlight Inventors who have recently attained patents, such as at Queen’s University and the University of Alberta, and plaques of original patent documents for the Inventor’s first issued patent, such as at the University of New Brunswick and the University of Western Ontario.

In general, Inventors are not rewarded for the actual issuance of a patent. Their compensation is intended to come from the Revenues generated through the Commercialization of their Invention.

See *Table 7*.

**Table 7: Do Inventors Receive Money for Patents Once They Have Been Issued?**

	<b>Institution Name</b>	<b>Money?</b>	<b>Other Award or Recognition?</b>
1	<b>Bishop's University</b>	No.	No.
2	<b>British Columbia Cancer Agency</b>	Not specifically for patent issuance. Would receive money only if this was a milestone in a license agreement; otherwise there are no "bonuses" to inventors for issued patents.	No plaques etc.
3	<b>British Columbia Institute of Technology</b>	No practice exists for financial awards for patents once issued.	There is certainly recognition. However, there is only 1 issued patent at present (though multiple pending) so our practice may change.
4	<b>Cape Breton University</b>	No answer.	No answer.
5	<b>Carleton University</b>	No.	No.
6	<b>Dalhousie University</b>	No award system yet.	No award system yet.
7	<b>Lakehead University</b>	No, but plans are in the works.	No, but plans are in the works.
8	<b>Laurentian University</b>	No.	No.
9	<b>McGill University</b>	No.	No.
10	<b>McMaster University</b>	No.	No.
11	<b>Mount Allison University</b>	No policy.	No Policy.
12	<b>Mount Saint Vincent University</b>	No.	No, currently no other award.
13	<b>National Research Council</b>	No.	Award system is currently under review. Inventors do get an award for the first patent.

Table 7: Do Inventors Receive Money for Patents Once They Have Been Issued? Continued

14	<b>Queen's University (PARTEQ)</b>	No.	Issue an annual "patents awarded" media release that is distributed internally at the University as well as externally to local and regional media. We also post profiles of researchers with patented/licensed technologies on the "Inventors Gallery" page on our website. On a broader scale, one of the main planks of our communications strategy is to focus on the researcher. Thus we profile them in multimedia presentations at conferences, workshops etc. and in our annual reports, and wherever applicable, in our media releases. This profiling has proven to be a successful form of "reward" for many researchers.
15	<b>Red River College</b>	No.	No.
16	<b>Ryerson University</b>	No, Inventors do not receive a "bonus" payment from the University for patent issuance. It is possible patent issuance could trigger a payment as a result of a milestone event in a license, which while payable to the University may benefit the Inventors.	No.
17	<b>Saint Mary's University</b>	Not applicable.	No, currently no other award.
18	<b>Simon Fraser University</b>	No.	No.
19	<b>St. Francis Xavier University</b>	No answer.	No answer.
20	<b>St. Thomas University</b>	Not applicable.	Not applicable.
21	<b>TRIUMF</b>	No.	Currently no other award, but looking to instate a plaque program.
22	<b>Université de Montréal</b>	No.	No.
23	<b>University College of the Fraser Valley</b>	No patents have been issued yet. No history of such cases.	No patents have been issued yet. No history of such cases.
24	<b>University of Alberta</b>	Not specifically for patent issuance. They may receive cash if it is written in a license agreement as a milestone.	Highlight some Inventors in publication where Inventors are honoured.
25	<b>University of Calgary (University Technologies International)</b>	No.	No.

**Table 7: Do Inventors Receive Money for Patents Once They Have Been Issued? Continued**

26	<b>University of Guelph</b>	No.	No.
27	<b>University of Lethbridge</b>	No answer.	No answer.
28	<b>University of Manitoba</b>	No.	No.
29	<b>University of New Brunswick</b>	No.	We provide Inventors with original patent documentation upon issuance of the patent.
30	<b>University of Northern British Columbia</b>	No policy.	No policy.
31	<b>University of Ontario Institute of Technology</b>	No such programs are in place at this time.	No such programs are in place at this time.
32	<b>University of Ottawa</b>	No.	No award, but we will be instituting a certificate of innovation to all who come forward with an Invention disclosure.
33	<b>University of Saskatchewan</b>	No.	No.
34	<b>University of Toronto</b>	No.	No.
35	<b>University of Victoria</b>	No, they only get money if a patent, issued or application, generates commercialization revenues.	There is no reward system to commemorate issuance
36	<b>University of Waterloo</b>	No.	No.
37	<b>University of Western Ontario</b>	No.	We have an event at which researchers receive plaques for the first patent issued on one technology.
38	<b>Wilfrid Laurier University</b>	Not for the issuance of a patent.	No.
39	<b>York University</b>	No financial award, only recognition is participation in the commercialization stream.	No award, but patents can be cited in tenure and promotion review but do not carry as much weight as peer reviewed publications.

## Conclusions

We asked fifty-six (56) people involved in the Technology Transfer side of their respective Academic and Research Institutions to answer seven (7) questions relating to their policies and common practices for handling the ownership of IP rights, the Commercialization of Inventions, and Revenue sharing. Respondents from thirty-nine (39) Institutions provided us with insight into their current policies on these matters. With these responses we were able to find similarities among Institutions nationwide and also note some unique practices.

The majority of the participating Institutions reported that in most cases the IP ownership rights, at least in part, rest with the Inventor. We also noticed that there is almost always the provision for pre-agreed to contracts allowing for different ownership distribution from the usual, or sharing with third parties.

No general trend was found for the split of Commercial Revenues. Sometimes this split was the same as the split of the IP ownership rights; however, in most cases there was no correlation. In no case did the respondent say that either the Institution or the Inventor would receive 100% of the Revenue generated.

When it comes to the question of when to pay the Inventor his/her share of the Revenue, the most common practice seems to be (at least in theory) to pay him/her annually, but many other payout frequencies were cited as well.

In terms of restrictions on the amount of Revenue that an Inventor may receive in any given year or over his/her lifetime, the resounding response was that there are no restrictions placed on this sum.

The Commercial Revenues split is based on the Net Revenue, that is, the Gross Revenue minus the Costs of Commercialization, at almost all of the Institutions that responded. When the Costs of Commercialization are not deducted before the Inventor is paid, it is expected that these costs will be recovered through the money received by the Institutions according to the Revenue sharing agreement.

There seems to be limited experience on the issue of Revenue sharing when Equity is cashed-out. Even among the Institutions that did provide responses, many did not have firm policies. The majority said that the matter would be dealt with on a case-by-case basis.

Finally, we asked if there was any type of reward system, monetary or otherwise, for the Inventor upon the issuance of a patent. The overwhelming response was that there is no money and in most cases no other awards for issued patents. However, some Institutions do feature their Inventors in special publications or give them original patent documents or a plaque commemorating their first patent.

Policies and procedures vary around fairly common themes. This is representative of the Academic and Research Institutions' attempts to carefully balance the distribution of appropriate rewards to each involved party while providing an incentive for researchers to identify commercial opportunities for their Innovations. We hope that this survey report has provided answers to questions that the readers have had, and that it has given some insight into the current practices and the Technology Transfer landscape at Canadian Academic and Technological Institutions.

## Glossary

The following is a list of terms used in the survey report with brief definitions that are intended to clarify their meaning within the context of this report. The information for these definitions comes from the policies that were submitted in response to the survey questions.

**Academic Product:** *see Invention.*

**Beyond Normal Support:** *see Extraordinary Support.*

**Costs of Commercialization:** can include legal, patenting, marketing, and other expenses associated with the development of a technology. In general these costs do not include internal Technology Transfer staff time.

**Creator(s):** *see Inventor(s).*

**Direct Costs:** *see Costs of Commercialization.*

**Extraordinary Support:** when the Institution provides funds, resources, and facilities to the Inventor beyond those typical of a research environment at the Institution.

**Gross Revenue:** money generated through the commercialization of a technology, from royalties, sales, etc.

**Innovation:** A new idea or improvement on an existing method, piece of equipment, etc. *see also Invention.*

**Institution(s):** refers to Academic Institutions such as Universities, Colleges, and Technological Institutes, and other Research Institutions.

**Intellectual Property (IP):** any result created, developed or modified by a researcher either in the performance of his/her duties within the Institution, or with the benefit of Institution resources such as premises, equipment, supplies or technical, professional, administrative or financial assistance. IP includes patentable Inventions, publications or any other type of product such as software, bio-genetic material, technical or technological innovations, know-how, as well as the material or documents associated therewith.

**Invention:** any new and useful art, process, machine, manufacture or composition or matter, or any new and useful improvement in any of the aforementioned categories which may be patentable or otherwise commercially exploitable.

**Inventor(s):** the person or group of people who have created Intellectual Property which could potentially be patented, commercialized or otherwise disclosed

**IP Owners:** the person or group of people or Institution to whom the IP rights are assigned. The IP Owners may seek IP protection and commercialize the invention.

**IP Protection:** legal protection for an Inventor's ideas and technology in the form of patent protection, copyright, or licensing as the case may be.

**Net proceeds:** *see Net Revenues.*

**Net Revenue:** Gross Revenues minus Costs of Commercialization.

**Technology:** *see Invention.*

**Work:** *see Intellectual Property.*

## **Acknowledgements**

I would like to thank all the participants in this survey for taking time out of their busy schedules to reply to my emails and provide responses for this survey. Thank you for sending your answers, as well as your policies, which were very enlightening. I truly would not have been able to do this report without your contributions and am very grateful that you were able to make this project a success.

I would also like to thank Ann Fong and Philip Gardner of the TRIUMF Technology Transfer Office for their support and guidance throughout this project, and for giving me the background knowledge to be able to complete this report. Working on this survey report has helped me gain a strong appreciation for the field of Technology Transfer. I have learned that there is a lot more to consider than the average person may realize, and that each Technology Transfer Office handles its Intellectual Property and Royalties generated through Commercialization of IP in a slightly different manner. I am very appreciative that Ann and Phil allowed me to update and expand this survey; it was truly an interesting and informative experience.