



Policy Name	<b>Inventions and Technology Transfer</b>		
Policy #	<b>109</b>	Category	<b>Academic</b>
Policy Sponsor	<b>Associate Vice-President, Applied Research and Innovation</b>	Previous Revision Date	<b>April 8, 2008</b>
Policy Approved by	<b>President &amp; CEO</b>	Issue or Revision Date	<b>January 5, 2018</b>
Procedures Approved by	<b>Provost and Vice-President, Academic</b>	Review Date	<b>January 2023</b>

See the related [PROCEDURES](#).

**PURPOSE**

The Inventions and Technology Transfer Policy (the “Policy”) has the following objectives:

- (a) to foster an environment that encourages the advancement of research in a manner that is consistent with the policies and procedures of Saskatchewan Polytechnic;
- (b) to encourage the disclosure, evaluation and, if appropriate, protection of Inventions and research discoveries made by faculty, employees and students of Saskatchewan Polytechnic; and
- (c) to facilitate and encourage the transfer of technology to partners and, ultimately the Commercialization of Saskatchewan Polytechnic Inventions and research discoveries.

**SCOPE**

- 1. This Policy applies to Saskatchewan Polytechnic Personnel, as defined in this Policy.
- 2. This Policy applies to Saskatchewan Polytechnic students only when one or more of the following circumstances exist:
  - (a) the involvement of Saskatchewan Polytechnic Personnel or Saskatchewan Polytechnic Resources in relation to the student Invention is substantially in excess of the norm for educational purposes (for example, when students participate in sponsored research projects that are not part of their course work);
  - (b) the Invention resulted from the student’s employment at Saskatchewan Polytechnic; or
  - (c) the Invention is a result of an applied research project that was commissioned by Saskatchewan Polytechnic or an external research partner such as another post-secondary institution.

In each such case the student will sign an agreement that addresses inventions and intellectual property.

## GUIDING PRINCIPLES

1. Saskatchewan Polytechnic provides skills training and engages in applied research in order to meet the needs of students, employers, industry partners and our communities, while advancing the social and economic prosperity of Saskatchewan. When engaging in applied research, Saskatchewan Polytechnic employees and students will create intellectual property (hereinafter "Inventions") which, if managed properly, can bring benefits to the inventor, community and Saskatchewan Polytechnic.
2. Saskatchewan Polytechnic promotes participation in applied research activities and fosters creative activity. Saskatchewan Polytechnic will help, where appropriate, to ensure that Inventions arising from applied research will be exploited to the benefit of the creator(s) and the institution through Commercialization. Saskatchewan Polytechnic will ensure proper management of Inventions and will ensure that the distribution of the benefits arising from them are in the best interests of the creator(s) and the institution.

## POLICY

### 1. OWNERSHIP

- 1.1 Saskatchewan Polytechnic shall retain ownership of all Inventions and Research Data except when the:
  - (a) Invention results from activities carried out in collaboration with Inventor(s) from other Institution(s), in which case ownership shall be negotiated by Saskatchewan Polytechnic on a case-by-case basis;
  - (b) Invention results from activities carried out under a sponsored research agreement, the terms of which assigned the ownership of Inventions to the Sponsor(s);
  - (c) Invention results from private activities of the Inventor(s) carried out wholly on the Inventor(s)' own time with no involvement of Saskatchewan Polytechnic facilities or resources;
  - (d) rights in and to the Invention have been returned to the Inventor(s) by Saskatchewan Polytechnic;
  - (e) Inventor is a student whose Invention is not one which would provide ownership to Saskatchewan Polytechnic, as provided for in the Scope of this Policy as provided above; or
  - (f) Invention involves application of the provisions of a collective agreement of the SPFA or PSBU in relation to copyright over course materials.

### 2. INVENTION DISCLOSURE AND REVIEW

- 2.1 Inventor(s) shall promptly disclose an Invention to Saskatchewan Polytechnic's Office of Applied Research and Innovation ("OARI") in accordance with the Procedures established by Saskatchewan Polytechnic.
- 2.2 The Inventor(s) shall not take any steps to disclose or place the Invention in the public domain by a lecture, publication or otherwise until a decision has been rendered regarding the patentability or Commercialization of the Invention.

### 3. COMMERCIALIZATION OF AN INVENTION

- 3.1 In considering whether or not the Commercialization of an Invention will be undertaken and, if so, the most effective form of Commercialization, Saskatchewan Polytechnic will consider such factors as the amount of further development work that would be required, the potential market for the Invention and whether Commercialization of the Invention would be consistent with the strategic vision of the Saskatchewan Polytechnic, together with the considerations provided for in the Procedures.
- 3.2 Within the time period set out in the Procedures, Saskatchewan Polytechnic will inform the Inventor(s) of the options open to the Inventor(s) regarding Commercialization of the Invention, including, but not limited to, the granting of a license and the creation of a new

venture, and will establish the terms and conditions under which Saskatchewan Polytechnic will proceed with the Commercialization of the Invention. The input of the Inventor(s) will be received and considered by Saskatchewan Polytechnic in relation to such decisions, but the final determination will be made at the discretion of Saskatchewan Polytechnic.

#### 4. DISTRIBUTION OF NET REVENUE

4.1 If Saskatchewan Polytechnic deems Commercialization is warranted and successfully commercializes the Invention, Saskatchewan Polytechnic will equally share the Net Revenues from the Commercialization with the Inventor, in accordance with the Procedures.

4.2 In the event that there is more than one Inventor with respect to an Invention, Saskatchewan Polytechnic, under the supervision of the OARI, shall determine the relative contribution of each Inventor to the Invention. This shall also determine the relative share of the Net Revenue(s) payable to each Inventor, the total of which will not exceed 50% of the Net Revenue.

4.3 Saskatchewan Polytechnic shall provide an annual reporting on the Commercialization activities to Inventor(s) receiving Net Revenues.

#### 5. CONFIDENTIALITY

5.1 All Saskatchewan Polytechnic Personnel involved in the process of Invention disclosure review, ownership determination, Commercialization, patentability evaluation and commercial exploitation shall maintain the confidentiality of the Invention until it receives adequate intellectual property protection. Where appropriate, non-disclosure agreements will be used to ensure confidentiality when dealing with non-Saskatchewan Polytechnic Personnel.

#### 6. EXCEPTIONS

6.1 No exception can be made to this Policy without the written consent of the Associate Vice-President, Applied Research and Innovation.

### DEFINITIONS

**Commercialization:** means realizing and/or attempting to realize monetary or other commercial value from Inventions and activities related thereto including, without limiting the generality of the foregoing, marketing, protecting rights, interests and entitlements by preparing, filing and prosecuting applications for statutory protection, issuing, causing to be issued and maintaining grants and registrations of intellectual property, funding reduction-to-practice and development of prototypes, Technology Transfer, advising interested parties, and otherwise protecting and/or exploiting interests in Inventions.

**Invention:** means any:

- (i) new and useful process, machine, manufacture or composition of matter, or any new and useful improvement in any process, machine, manufacture or composition of matter, whether or not patentable;
- (ii) software developed by an Inventor, including source code or object code, and software applications;
- (iii) Literary and/or artistic work;
- (iv) Industrial design;
- (v) Integrated circuit product; and/or
- (vi) Trade secret.

**Invention Disclosure Form:** means the form to be completed by the Inventor(s) to disclose an Invention or suspected Invention.

**Inventor(s):** means any Saskatchewan Polytechnic faculty, staff or student (where applicable) who makes or develops an Invention, alone or in combination with other individuals:

- (i) using, in any way, facilities or assets owned, operated or administered by Saskatchewan Polytechnic or using funds of, or funds administered by, Saskatchewan Polytechnic; or

- (ii) in the course of his or her employment as Polytechnic Personnel.

**Net Revenue(s):** means any royalty, licensing fee, sale proceed or other income received as a result of the development or Commercialization of the Invention, less all reasonable direct and indirect costs attributable to such development and Commercialization, including but not limited to:

- i) direct salary and benefit costs for personnel engaged in Commercialization activities;
- ii) direct costs of consumable materials;
- iii) development costs;
- iv) prototype costs;
- v) all out-of-pocket expenditures associated with evaluating the Invention, obtaining and maintaining appropriate intellectual property protection of the Invention;
- vi) costs of preventing unauthorized use or infringement of the Invention;
- vii) costs relating to negotiation and implementation of licenses or sale of the Invention; and
- viii) legal or other fees incurred by Saskatchewan Polytechnic, or by any agent or agency retained by Saskatchewan Polytechnic in relation to the Invention.

**Polytechnic Resources:** means and includes resources owned, administered, or controlled by Saskatchewan Polytechnic including premises, equipment, other facilities, Polytechnic-employee- (including faculty employee) and Polytechnic-student time, effort and assistance and funds, including gifts.

**PSBU:** means the Professional Services Bargaining Unit of the Saskatchewan Government and General Employees Union.

**Research Data:** means written and non-written material which is produced by a Polytechnic Personnel during the course of conducting research, including, but not limited to, data, records, computer software, program, database and other computer related materials, product of documentation, in any storage media.

**Polytechnic Personnel:** includes all members of the faculty, employees, support staff, visiting researchers, and any other personnel registered and actively engaged in Saskatchewan Polytechnic's research or education programs, together with students as provided for in the Scope of this Policy, above.

**SPFA:** means the Saskatchewan Polytechnic Faculty Association.

**Technology Transfer:** means assigning, selling, licensing, or otherwise transferring from Saskatchewan Polytechnic to a third party:

- (i) rights, title, or interests in or to an Invention; and/or
- (ii) materials, wares, or services the making or delivery of which requires the exercise of rights in or to an Invention.

## RELATED POLICIES/DOCUMENTS

Invention Disclosure Form

## APPLICABLE LEGISLATION OR REGULATIONS

N/A