

| | |
|-------------------------|------------------------------------|
| TYPE: | Academic |
| TITLE: | Commercialization |
| NO.: | ACAD-134 |
| RESPONSIBILITY: | Executive Vice-President, Academic |
| APPROVED BY: | Durham College Leadership Team |
| EFFECTIVE DATE: | December 2022 |
| REVISED DATE(S): | |
| REVIEW DATE: | December 2025 |

1. Introduction

Durham College (DC) engages in applied research with small- and medium-sized enterprises (SMEs), fostering competitiveness and innovation, and contributing to Ontario's economic growth. Through this work, DC supports the development of solutions to specific business and technical challenges.

2. Purpose

This policy and procedure provide a framework for the College's role in supporting the ecosystem of commercialization of intellectual property arising from applied research, in keeping with Ontario's Commercialization Mandate Policy Framework for all publicly funded post-secondary institutions.

3. Definitions

Refer to [Durham College's Standard Definitions](#).

4. Policy statements

- 4.1. This policy applies to all participants in paid research activities who may generate intellectual property in the course of government-funded applied research including faculty, administrators, office and technical staff, [students](#), visiting scholars, contractors, consultants, and all others whose work or study affiliation is with Durham College, whether compensated by the College or not.
- 4.2. Nothing in this policy or procedure restricts [employees](#) from exercising their rights under their collective agreement.
- 4.3. Funding received by DC for applied research activities from government-supported granting agencies will be used to work with SMEs in developing solutions to specific business and technical challenges.
- 4.4. The College seeks to maximize its role, recognizing the limits of applicable scope, for Ontarians to realize the socio-economic benefits of its government-funded applied research through commercialization activities including, but not limited to the transfer, adaptation and adoption of new technologies.

- 4.5. Creators of intellectual property, in the course of government-funded applied research at DC, are obligated to immediately disclose to the College all intellectual property with commercial potential.
- 4.6. DC will provide potential creators of new [intellectual property](#) with education on disclosure requirements, and promote the appropriate use and protection of intellectual property arising from the College's government-funded applied research activities.
- 4.7. Applied research collaborations with SMEs that could result in new intellectual property will be documented in written contracts.
- 4.8. The decision to commercialize intellectual property from government-funded applied research rests with the SME(s).
- 4.9. Individuals engaged in government-funded applied research activities must treat as confidential all information designated as such by the party disclosing it, and all information protected by a confidentiality clause.
- 4.10. The College may promote the use and dissemination of government-funded applied research results in subsequent academic, teaching or research activities at DC.
- 4.11. To enhance institutional capacity to conduct applied research and develop Ontario-based intellectual property, DC will build and maintain relationships with local innovation ecosystem partners.
- 4.12. The College will support individual and collective compliance with DC and SME expectations relating to applicable legislation and regulations.
- 4.13. DC will prioritize collaborations with Ontario SMEs with potential to result in a net benefit to Ontario by keeping intellectual property development and enhancements in the province.

5. Procedure

Identified intellectual property created in Ontario and with the use of DC's physical and human resources will be protected from disclosure and transferred to SMEs or, if directed by them, to other parties who are capable of assessing the intellectual property's commercialization potential.

5.1. Disclosure

- 5.1.1. Creators of intellectual property with commercialization potential must immediately disclose to the Office of Research Services, Innovation and Entrepreneurship (ORSIE) prior to, or sufficiently in advance of, any publication, presentation or discussion with a third party not involved in the creation that may or may not compromise the protection and commercial viability of the intellectual property.

5.1.2. Disclosure of intellectual property with commercialization potential will be made in writing, using a prescribed form and will include, at a minimum:

- the name(s) of the creator(s);
- a description of the invention/intellectual property; and
- any existing agreements related to the invention/intellectual property.

5.1.3. ORSIE will provide information and guidance to creators on disclosure requirements and timelines.

5.2. Confidentiality

5.2.1. Confidentiality requirements will be documented in Collaboration Agreements. ORSIE will ensure that all members of a research team are aware of confidentiality clauses prior to applied research activities being undertaken.

5.2.2. Upon request of an industry partner or as deemed necessary, the College may execute a non-disclosure agreement. In cases where industry partners request that the College utilize a non-Durham College non-disclosure agreement, the agreement will first be reviewed and approved by the Office of Risk Management. Members of the research team will be required to sign such non-disclosure agreements.

5.2.3. DC may require an SME to sign a non-disclosure and/or confidentiality agreement in situations where intellectual property belonging to the College, or which the College licenses from a third party, may be divulged in the course of applied research activities.

5.3. Contracts, Rights Transferred and Rights Retained

5.3.1. Prior to entering into a Collaboration Agreement, ORSIE will make a summary assessment of the SME to confirm that it has a minimum level of viability.

5.3.2. Collaboration Agreements will stipulate that the decision to commercialize any new intellectual property will rest with the SME and outline how the transfer of the new intellectual property will be undertaken. In virtually all cases, the rights of creators will be transferred to the SME.

5.3.3. Collaboration Agreements will, wherever possible, maintain DC's right to use any new intellectual property stemming from the government-funded applied research activities for internal academic and teaching purposes, including but not limited to:

- enhancing curriculum related to the applied research subject area;
- providing case studies; or
- providing examples of research-driven intellectual property and the management thereof.

5.3.4. In case of a discrepancy between this policy and the terms of a Collaboration Agreement, the terms of the agreement will prevail.

5.4. Education, Awareness and Engagement

5.4.1 ORSIE will increase intellectual property capacity by promoting awareness of DC's intellectual property and commercialization expectations by:

- providing employees, contractors, students, collaborators and/or visiting scholars with educational materials from Intellectual Property Ontario;
- offering educational workshops, print materials or electronic materials related to intellectual property and/or commercialization practices at DC; or
- utilizing other communication channels as appropriate.

5.4.2. ORSIE will liaise with incubators, accelerators, innovation centres, and/or research networks as appropriate to enhance applied research opportunities at DC.

6. Roles and responsibilities

6.1. It is the responsibility of the Executive Vice President, Academic to ensure this policy and procedure are fully implemented.

6.2. It is the responsibility of the Dean, ORSIE to promote compliance with this policy by: informing relevant stakeholders of their rights, roles and responsibilities; responding to questions on commercialization of applied research; negotiating, managing, reviewing and storing Collaboration Agreements and non-disclosure/confidentiality agreements with third-party entities; making research teams aware of the terms and conditions of applicable Collaboration Agreements and non-disclosure/confidentiality agreements; reviewing all intellectual property disclosures in a timely manner; and supporting employees, contractors, students, collaborators, visiting scholars and industry partners with commercialization and/or intellectual property protection issues.

6.3. It is the responsibility of DC creators to: promptly disclose to ORSIE all intellectual property with commercialization potential; collaborate with SMEs to identify and protect the intellectual property rights of SMEs and the College.

6.4. It is the responsibility of employees, contractors, students, collaborators and visiting scholars who are creators of intellectual property with commercialization potential to disclose to ORSIE as soon as reasonably possible, and protect, intellectual property that may have commercialization potential.

7. Accessibility for Ontarians with Disabilities Act considerations

Accessibility for Ontarians with Disabilities Act (AODA) standards have been considered in the development of this policy and procedure and it adheres to the principles outlined in the College's commitment to accessibility as demonstrated by the Multi-Year Accessibility Plan.

8. Non-compliance implications

Non-compliance with this policy and procedure may result in loss of research funding, legal jeopardy and/or reputational harm to the College.

9. Related forms, legislation or external resources

- Canadian Intellectual Property Office
- Collaboration Agreement template
- Commercialization Mandate Policy Framework
- Intellectual Property Ontario
- Ontario's Intellectual Property Action Plan
- Patent Act