

Appendix A Commercialization Pathways

Licensing

Licensing can be in the form of an exclusive licence, a non-exclusive licence, a sole licence or a cross licence. All licensing arrangements can be contractually limited by geographical locations, time, industry and fields of application.

To maximize benefits to Ontarians, the College shall endeavour to grant non-exclusive licences, and preference shall be given to small and medium-sized enterprises. In determining the type and terms of a licence, the College shall consider the likelihood that the Licensee will be able to bring the licensed IP to market.

Some of the different forms of license, and other important licensing terminology, are the following:

“Cross-Licence” means a licence whereby two or more Intellectual Property owners contractually authorise each other to use their Intellectual Property for commercial and non-commercial purposes. Cross-licensing terms may include the payment of a licensee fee or royalty if the rights conveyed by the parties are not equal in value.

“Exclusive Licence” means a licence whereby the licensor transfers all rights of exploitation of the Intellectual Property to the licensee. This means that the licensor relinquishes the rights to exploit the Intellectual Property itself, or to grant any additional, subsequent licence(s) to another party.

“Licence” or **“License Agreement”** means a contract under which the holder of IP (the Licensor) grants permission for the use of its IP to another person (the Licensee), within the limits set by the provisions of the contract. The Licensor retains ownership of the IP and is therefore responsible for any on-going prosecution of the IP and maintenance of IP rights.

“Licensee” means the recipient of a licence.

“Licensor” means the provider of a licence.

“Non-Exclusive Licence” means a licence whereby the Licensor may grant the rights of exploitation of the Intellectual Property to one or more party(ies), including the right to exploit the Intellectual Property itself. In a non-exclusive licence, the Licensor may grant the Licensee sub-licensing rights.

“Sole Licence” means a licence whereby the Licensor transfers all rights of exploitation of the Intellectual Property to the Licensee but retains its rights to exploit the Intellectual Property itself.

Assignment

The College transfers complete ownership to another party (the **“Assignee”**). Assignment involves an outright sale of Intellectual Property rights to the Assignee. However, partial assignments are allowed. For example, an assignment may be restricted by geographical locations.

Spin-Off Company

The College establishes a company for commercializing the Intellectual Property, where the Creator(s) and the College may own equity in the company together with any third party, in proportions to be negotiated.

Joint Venture Company

The College establishes an entity together with a third party for commercializing the Intellectual Property, where the College and the third party are shareholders of the said company.