

<b>University of Prince Edward Island</b>	<b>Policy No.</b> admordgnl0011	<b>Revision No.</b> 0
<b>Policy Title:</b> Commercial Enterprises Operating on Campus		<b>Page</b> 1 of 3
<b>Creation Date:</b> January 28, 2010	<b>Version Date:</b> January 28, 2010	<b>Review date:</b> January 28, 2015
<b>Authority:</b> Board of Governors	<b>Responsibility:</b> Vice-President, Finance and Facilities & Vice-President, Research & Development	<b>Access:</b> W

## 1. Introduction

The University of Prince Edward Island encourages the development of commercial entities and nascent enterprises using University-developed intellectual property, know-how, laboratories and specialized facilities, while acting in accord with its mission, obligations, policies, and procedures. Such entities may be developed 'in-house' by faculty or staff, or be developed by those external to the University. Often there is a close relationship between the nascent entity and the developer(s) of the technology, innovation and/or service at the University. Such spin off corporations or business entities may, for a limited period of time, be approved to work on campus and/or utilize University resources.

## 2. Purpose

The policy sets the terms and conditions under which an incorporated or other type of business entity may operate at the University.

## 3. Scope

The policy applies to all corporations or business entities operating on campus and/or using University resources. It does not apply to short-term fee for service or cost recovery agreements that provide access to specialized equipment or facilities, to University-owned business entities, or to individual student businesses within the School of Business' LaunchPad initiative.

## 4. Definitions

- 4.1. Enterprise – A real or virtual commercial, corporate or business entity operating on campus and/or using University resources.
- 4.2. University – The University of Prince Edward Island.
- 4.3. Intellectual Property - Any form of knowledge or expression created with one's intellect including such things as inventions, computer software, trademarks, literary, artistic musical or visual works and "know-how."
- 4.4. Educational Products - The delivery of courses and training materials of an instructional nature by any means, including face-to-face, distance learning and web-based applications, whether or not a fee is charged.

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## 5. Policy

- 5.1. All requests for space usage by Commercial Enterprises at the University of Prince Edward Island must be negotiated with and recommended by the relevant Dean(s)/University Librarian and approved by the Vice-President of Finance and Facilities.
- 5.2. An Enterprise must enter into a formal contract or Memorandum of Understanding with the University which shall include:
  - 5.2.1. A detailed description of the University space and resources to be employed in the operation of the Enterprise.
  - 5.2.2. A full accounting of the University's resources used in the development of the emerging enterprise and its intellectual property.
  - 5.2.3. A completed University of PEI Invention Disclosure Form for Researchers ([http://www.upei.ca/tto/for\\_researchers](http://www.upei.ca/tto/for_researchers))
  - 5.2.4. A description of the Enterprise including:
    - 5.2.4.1. A list of its owners or share holders,
    - 5.2.4.2. Business structure (incorporation status, for-profit or not-for-profit, etc.)
    - 5.2.4.3. A list of its employees and seconded personnel, and
    - 5.2.4.4. Its scope of business, products and/or services.
  - 5.2.5. The term of the Agreement.
  - 5.2.6. Agreement by the Enterprise to fully fund and provide full cost recovery for all University resources used by that entity including all staff and/or faculty time; space costs; equipment utilization; supplies ;and all administrative, accounting, human resources, computer, and other services.
  - 5.2.7. Agreement by the Enterprise to indemnify and save harmless the University from general and commercial liability related to the operation of the Enterprise, and to maintain sufficient general, property and commercial liability insurance.
  - 5.2.8. A profit sharing and/or license agreement negotiated with the University.

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- 5.3. In accord with University policies, and all agreements, grants and/or contracts under which intellectual property was generated, enterprises must license or otherwise arrange with the University for the use of intellectual property.
- 5.4. The activities, scope of work, and business of the Enterprise must be independent of the University based and supported academic and research activities of those associated with the Enterprise.
- 5.5. Where permitted by the University's policies and procedures, University employees may be seconded into the Enterprise on a full or part-time basis. Secondments will normally be for no more than 3 years in duration. At the end of the secondment, a continuing employee must decide whether to leave the University or to return to full-time duties.
- 5.6. The University's Conflict of Interest Guidelines in Research apply to Enterprises and their employees.
- 5.7. Oversight of the business relationship of the Enterprise with the University rests with the Vice-President, Research & Development, in consultation with the relevant Dean(s)/University Librarian. Through the Vice-President, Finance and Facilities, responsibility for the Enterprise and its business relationship with the University may be transferred to Three Oaks Innovations Inc. at the discretion of the University.
- 5.8. An Enterprise must not use University trademarks without the express permission of the University. The Enterprise shall not represent itself as part of the University and its owners and employees shall carefully avoid any conflict of interest or perceived conflict of interest in its dealings with the University or its clients.
- 5.9. An Enterprise shall not compete against the University in the delivery of Contract Research or Research Services, or the delivery of Educational Products in any field in which the University offers these services. Notwithstanding this requirement, the University may, at its discretion, seek and enter into commercial agreements with business enterprises to provide services to the campus.
- 5.10. An agreement on profit sharing or joint ownership shall be a necessary pre-condition for the University permitting an Enterprise to operate on campus
- 5.11. Agreement to permit an Enterprise to operate on campus shall be solely at the discretion of the University.