

determined by specific terms of agreement between employees and employers, contract-2.8

communication of the results of scholarly activity. Accordingly, at the University of Calgary the Creator of Intellectual Property is the owner of Intellectual Property that is the result of the Creator's scholarship. However, there may be exceptions, as follows:

- a) The University is the owner of Intellectual Property produced by a Creator as a result of a contract between the University and an outside Sponsor under which rights to or ownership of the Intellectual Property are conveyed to the Sponsor or another party, and where the Creator has agreed in advance to the arrangements;
- b) The University is the owner of Intellectual Property which is the result from work assigned by the University pursuant to a contract of employment;
- c) The University is the owner of Intellectual Property which results from the performance of a contract for service, agreement, or commission in which the University and the Creator have agreed that the Intellectual Property will be University owned.

4.13 Owners of Intellectual Property may voluntarily assign or transfer any interest in the Intellectual Property to the University, including assignments made to enable the University, at its discretion, to transfer ownership to others.

4.14 Where the University is the owner of Intellectual Property, it may assign or transfer any interest in the Intellectual Property to the Creator.

4.15 The University will not make agreements which affect a Creator's ownership rights without the Creator's consent.

Commercialization

4.16 The nature and scope of University scholarly activity is such that industrially useful and/or commercially valuable Intellectual Property is sometimes the result. Indeed, there is a societal expectation that University scholarly activities will include activities which, applied, lead to useful outcomes. When this is the case, the University encourages the University Members concerned to consider and, where appropriate, undertake commercialization of the results of their scholarly activities.

Right to Commercialize

4.17 Creators are free to commercialize Intellectual Property resulting from unSponsored activities without involving the University. However, Creators who intend to commercialize Intellectual Property resulting from internally or externally Sponsored activities must inform the University and make arrangements with or through the University to conform with any relevant Sponsorship conditions, and for revenue sharing, if applicable.

Continuity

4.18 Under certain circumstances it may be necessary to pursue commercialization of Intellectual Property created by the combined efforts of several University Members. With longer-term projects, it is possible that some of the original participants will no longer be University Members. In order to assure efficient and timely commercialization, the University encourages participants in projects which have a commercial objective to enter into an agreement which authorizes an appointed

- b) the costs of the activities giving rise to the property were specifically funded by

or disk or maintained on a computer or other central means, and accessible to

