



SIMON FRASER UNIVERSITY
Policies and Procedures

4.0 Applicability

4.1 Establishment and registration of Trade-Marks: Trade-Marks of Simon Fraser University may be established and registered only through the authority of Simon Fraser University.

4.2 All commercial and non-commercial uses of University Trade-Marks and logos are subject to the approval of the University. Non-commercial use that does not impair the good name and reputation of the University is permitted without explicit approval.

4.3 All commercial uses of University Trade-Marks and logos must be covered by a royalty-bearing licensing agreement.

4.4 Exclusions/exemptions: The only exemptions to the requirement for a royalty-bearing agreement are the following uses of Trade-Marks to identify affiliation with the University:

- a. University Trade-Marks used to identify its own property;
- b. University advertising and promotional materials;
- c. University team uniforms worn by team members;
- d. University stationery used by university personnel for university business;
- e. University Trade-Marks used non-commercially by individuals and organizations affiliated with the University (e.g. employees, students and employee and student groups) to indicate their affiliation with the University.

4.5 Product endorsement: Employees of the University and students of the University who choose to endorse products must make it clear that they do so only as individuals and not on behalf of the University. They may not make use of University Trade-Marks, other than to indicate their place of employment or study.

5.0 Statement of Responsibilities

5.1 The Vice-President, Research is responsible for controlling establishment, registration and use of University Trade-Marks. This authority may be delegated to IE.

5.2 The Vice President, Research must approve of all new Trade-Marks formally registered or published on behalf of the University.

5.3 Use of Trade-Marks by members of the University community on products for sale requires a royalty-

6.0 Procedures

6.1 Prospective applicants for commercial use of the

7.6 Non-exclusivity: Any license granted to use a Trade-Mark of the University will be non-exclusive. In other words, the University will not be prevented from licensing its Trade-Marks to other users.

8.0 Distribution of Royalty Revenue

8.1 Revenues, net of direct costs (e.g. IE administration, legal fees, auditing fees, related travel by University staff, courses, conferences, membership fees in ACLA, etc.), will be held in an account under the authority of the Vice President, Research. They will be used for research and for the facilitation of research at the University.

9.0 Dispute Resolution

9.1 Disputes over the application of this Policy may be resolved through informal mechanisms and parties to a dispute are advised to consider these prior to commencement of formal processes.

9.2 If informal resolution is not achieved: Disputes involving employees of the University will be resolved through reference to the appropriate collective agreement. Disputes involving students will be resolved through reference to the appropriate appeal mechanism approved by Senate. Disputes involving other persons will be settled by reference to the B.C. Arbitration Act.

10.0 Interpretation

10.1 Questions of interpretation or application of this Policy or its Procedures shall be referred to the President, whose decision shall be final.

APPENDIX A

As of June 26, 1997:

The Licensed suppliers of the University Trade-Marks are:

The University Bookstore
SFU Alumni Association
SFU Athletics and Recreation

The application fee for the use of the University's Trade-Marks is \$25.00.

Royalty will be charged at a rate of 8% of licensee's selling price.

An initial license fee of \$100.00 will be charged on all approved and executed licenses.

APPENDIX B

Trade-Mark License Application Form

(Please contact University/Industry Liaison Office to obtain a copy of this form)

Appendix C

Standard Licensing Agreement

(Please contact the University/Industry Liaison Office to obtain a copy of this Agreement)