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**Intellectual Property and Commercialization Policy (FINAL DRAFT April 22<sup>nd</sup> 2026)**

**Background and Scope**

This policy outlines Intellectual Property (IP) and Commercialization terms for Use Studies involving access to and use of Network Resources.

The terms of this policy apply and are directly binding for any Use Study. The terms of this policy govern in the event of any conflict with the Network Agreement - Schedule H Intellectual Property Terms. Any capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Network Agreement. At the current time, no Commercial Use is permitted under this policy.

For clarity, the terms of this policy do not apply to a Network Institution's access or use of its own Data or Biospecimens, or to scenarios where a Network Institution shares its internal resources with a third party.

This policy is focused on Foreground IP that may be generated by Use Studies, particularly where a Network Institution actively seeks to commercialize the IP. The policy includes terms on ownership, disclosure, licensing, and revenue-sharing of Foreground IP by Network Institutions. The policy also outlines additional considerations for industry-sponsored research.

This policy may also be expanded in the future to provide non-binding guidance for future phases of the Network where Network Resources are made available to third parties (including industry) for scientific research or Commercial Use (e.g., IP development).

This policy was developed by the MOHCCN IP and Commercialization Working Group. The policy will be put forward for endorsement by Network Council.

**Definitions**

**Active Commercialization Efforts:** means (i) the execution of a binding or non-binding term sheet, memorandum of understanding, letter of intent or similar agreement with an

industry partner involving Foreground IP; or (ii) the formation of a spin-out company for the purposes of commercializing Foreground IP.

**Central Resource:** The organization(s) responsible for managing the Network, including but not limited to (i) setting policies for governance of the Network; (ii) setting up and maintaining the Network Governance Structure; and (iii) acting as a central funding source and distributing funding across the Network. Currently the Central Resource is the Terry Fox Research Institute (TFRI).

**Commercial Use:** means (i) the sale, lease, license, access or other transfer of Data or Biospecimens to a for-profit organization; (ii) use of Data or Biospecimens by any organization to perform contract research, to screen compound libraries, to produce or manufacture products for general sale, to validate or to train any artificial intelligence or algorithms on behalf of a for-profit organization; or (iii) to conduct research activities that result in any sale, lease, license, access or transfer of Data, Biospecimens or any artificial intelligence or algorithm which is trained on Network Resources to a for-profit organization. For additional clarity, (i) the engagement of a third party to provide services utilizing Data and/or Biospecimens on behalf of a Network Institution for the purposes of a Use Study, on a fee-for-service basis for a stated purpose, shall not be considered Commercial Use; and (ii) industry-sponsored academic research shall not be considered Commercial Use unless one or more of the above conditions of this definition are also met or if the Data Access Committee determines that the research has a commercial purpose.

**Foreground IP:** means IP arising from a Use Study, including Patentable Inventions and Software Inventions as defined in the Network Agreement.

**Generating Network Institution:** has the meaning described in *Revenue Sharing*.

**Intellectual Property (“IP”):** means all intellectual property of any kind or nature throughout the world and other rights therein, including, without limitation all inventions and discoveries, all processes, procedures, approaches, methodologies, plans and diagrams, all systems (including software, hardware and their source codes) tools and products, all formulae, algorithms, technical developments and information, all works, research information, conclusions, documentation, scientific and practical information, specifications and other results including compilations, all requirements, methods, concepts, designs, and patterns, whether or not patentable or protectable (or actually patented or protected), and all: (i) patents, patent applications, continuations, continuations-in-part, divisionals, reissues, re-examinations; (ii) copyrights, copyright applications and copyrightable subject matters, registrations substitutions and extensions; (iii) industrial designs, applications, materials and registrations; (iv) trademarks, logos, service marks and trade names, and their respective applications and registrations and all

goodwill associated therewith; (v) trade secrets and know-how, and all (vi) other types of proprietary information thereof.

**Inventor/Creator:** means any student, employee, or researcher having privileges at an Institution, whether academic or administrative and support staff, or any physical person, such as a visiting researcher, working or doing research at or under the auspices of the MOHCCN Network Institution, who makes a significant intellectual contribution to Foreground IP.

**Network:** Marathon of Hope Cancer Centres Network (“MOHCCN”).

**Network Institution (also Network Member):** An institution that is a party to the Network Master Agreement, including as a signatory of a Joinder agreement, has the associated rights and privileges, and is bound by the terms and conditions of Network Agreements and policies.

**Network Investigator:** An investigator who is an individual member of the Network, as defined by the MOHCCN Individual Member Policy and Procedure. Currently, membership (and by extension the right to request access to Network Resources) is limited to an individual based at a Network Institution (signatory of Joinder agreement), bound by the Network Agreement and policies. An individual must also currently be a funded investigator leading a Cohort Study, nominated Network Scientific Lead, or nominated Co-investigator.

**Network Resources:** Data and Biospecimens made available for the Use Studies, in accordance with the terms of the Network Agreement, by Network Institutions. In this context, “Data” means data or information concerning a research subject or patient. “Data” may include, but is not limited to administrative, diagnostic, experimental, therapeutic and patient-derived information as well as clinical data, molecular data and data and information resulting from the analysis of such data and information, or derived from biospecimens or the use thereof.

**Use Study(ies):** research studies or network activity in the field of cancer, which have been approved by the Data Access Committee to use Network Resources in accordance with the requirements of the Network policies and the Network Agreement. A Use Study may be collaborative in nature involving multiple Network Institutions or third parties collaborating with one or more Network Institutions.

## **IP and Commercialization Terms**

### **Ownership**

Creatorship of Foreground IP is generally determined under Canadian law, incorporating principles from U.S. law as applicable, by who has made a significant intellectual

contribution to the creation of the IP (e.g., as an inventor for patentable inventions or as an author for copyrighted works). Ownership of Foreground IP as between a Network Institution and Network Investigator is determined according to local institutional policies.

A Network Institution conducting a Use Study shall own any Foreground IP arising from that Use Study, as determined under applicable Canadian law. It is the responsibility of the Network Institution, prior to the commencement of a Use Study, to ensure that it has all the IP rights required for it to meet its obligations under this policy, including but not limited to executing such agreements with its personnel as may be required under the Network Institution's institutional policies (especially for Network Institutions with "inventor-owned" IP policies). *For collaborative Use Studies involving multiple Network Institutions, see Joint Ownership considerations below.*

For clarity, a Network Investigator/Institution shall not acquire ownership rights in Foreground IP solely by contributing Network Resources to a Use Study, absent any active collaboration and a qualifying intellectual contribution. *The interests of data-contributing Network Institutions to licensing and revenue-sharing are described below.*

#### Disclosure

Each Network Institution shall require its Investigators (as inventors and/or authors) to disclose to it any Foreground IP arising from a Use Study that is subject to Active Commercialization Efforts or that is otherwise used or implemented into its institutional operations. Each Network Institution shall disclose such Foreground IP to the Central Resource in a reasonable time period after initiating Active Commercialization Efforts, such as once appropriate protective measure as are in place, which shall promptly disclose the same to all other Network Institutions.

#### Licensing

Where Foreground IP arises from a Use Study and is disclosed in accordance with this policy, each Network Institution grants, in accordance with the Network Institution's internal procedures and policies, to the other Network Institutions a non-exclusive, royalty free license to use Foreground IP for internal educational, academic research, and scholarly publication – excluding any commercial activity. Network Institutions may also choose to grant the other Network Institutions a non-exclusive, royalty free license to use Foreground IP for clinical purposes (i.e., patient care).

Any Network Institution which licenses its Foreground IP shall ensure that all license agreements contain terms covering the following:

- Reservation of rights for all Network Institutions of the non-exclusive, royalty free license to use Foreground IP for internal educational, academic research, and scholarly publication;
- Payment of earned royalties on net sales by licensee and any sublicensee;
- Periodic reports (no less than annually) covering development and commercialization efforts and sale of products;
- Standard audit rights exercisable by the Network Institution;
- Indemnification of the Central Resource and all Network Institutions;
- Disclaimer on behalf of all Network Institutions of all warranties, including validity, enforceability and non-infringement of patent rights;
- Limitation of damages to direct damages only;
- Prohibition on the use of names, logos and trademarks of all Network Institutions.

### Revenue Sharing

Where a Network Institution/Investigator (the “Generating Network Institution/Investigator”) receives compensation from the commercialization of Foreground IP arising from a Use Study, the Network Institution/Investigator shall annually report such revenue to the Central Resource and shall share 30% of all net revenue with the Central Resource. This amount shall subsequently be shared by the Central Resource with the Network Institutions as follows:

- 50% for the sustainability of the Network, to be distributed among the resources to support the sustainability of the Network and the Institutions’ maintenance of the Data; and
- 50% to be distributed proportionately to the Network Institutions based on the contribution of Network Resources to the Use Study (as determined by the data access request or analysis plan). If the contribution is unclear at an inter-provincial level, the Central Resource will determine a fair means of distribution between the MOHCCN Regional Consortia. If the contribution is unclear at the regional level, the Secretariats of the MOHCCN Regional Consortia respectively will determine a fair means of distribution. The Central Resource may opt not to make this distribution where the annual amount it receives falls below a minimum threshold of \$10,000.

For clarity, the 30% of net revenue to be shared with the Central Resource shall be deducted prior to the Network Institution’s distribution to its Investigators or other Creators in accordance with its institutional policies.

In the event that a Network Institution collaborates with or is funded/sponsored by a third party which is not a Network Institution on a Use Study, the Network Institution shall ensure that the terms of such collaboration are consistent with this policy, including the distribution of net revenue in accordance with this section. For clarity, the same IP and

commercialization rules, including the sharing of net revenue, apply to any Foreground IP which has been retained by the Network Institution.

In the event that a Network Institution or Investigator receives equity from the commercialization of the Foreground IP, such equity shall not be considered net revenue under this policy. Notwithstanding the foregoing, the Network Institution shall report and share as net revenue any time the Network Institution receives cash on account of such equity whether by way of dividend, sale of shares, merger, or other transaction or event.

In the initial calculation of net revenue, the Generating Network Institution may deduct from gross revenue the following expenses:

- A management fee of up to 10% of gross revenue;
- Subsequently, costs may be deducted where incurred in the protection of Foreground IP and expenses incurred commercializing the Foreground IP as determined by the Lead (defined below) in accordance with its policies and customary practices. All such deductions must be reasonable, directly attributable to the Foreground IP, and documented.

In the event that the net revenue is attributed to multiple pieces of Foreground IP which are attributed to different Use Studies, or is attributed to a combination of Foreground IP and IP which is not governed by this policy, the portion of the net revenue to be attributed to each Foreground IP shall be determined by the relevant policies of the Generating Network Institutions who are owners of the Foreground IP.

In the event that the Foreground IP is attributable to both Network Resources and non-Network Resources, the Generating Network Institution(s) shall fairly allocate attribution of the resulting Foreground IP to the Network Resources as compared to the non-Network Resources. The distribution of net revenue to the Central Resource shall only apply to the portion of Foreground IP which is attributable to the Network Resources.

The Network Institution shall on request from the Central Resource, upon reasonable notice, provide documentation to verify compliance with revenue reporting and sharing obligations.

#### *Joint Ownership (Collaborative Studies)*

Where multiple Network Institutions actively collaborate in the conduct of a Use Study, joint ownership of Foreground IP may arise (e.g., where Network Investigators from different institutions jointly contribute to an invention). Joint ownership will be determined by applicable Canadian law, unless otherwise agreed upon between the collaborating Network Institutions.

The Network recommends that a project-specific collaboration agreement be put in place in advance for any collaborative Use Study, in order to transparently address ownership, management and commercialization of any Foreground IP, and to avoid uncertainties associated with joint ownership under applicable law.

Network Institutions who are joint owners of Foreground IP *that one or more owners seeks to commercialize*, shall make reasonable and good faith efforts to negotiate and enter into an inter-institutional agreement before commercialization that shall address, at a minimum, the following:

- Which Network Institution (the “Lead”) shall be responsible for protecting and commercializing the Foreground IP, including the sharing of net revenues, in accordance with this policy
- How commercialization costs shall be divided between the Network Institutions
- Whether the Lead is to receive a management fee, in accordance with the limits described in this policy, or any other fees which may affect the calculation of net revenue
- How net revenue shall be divided between the Generating Network, considering Network revenue sharing.

### **Industry-sponsored Studies**

The Network shall implement procedures to ensure Use Studies sponsored by industry are not in fact a Commercial Use, as outlined below. It will not always be straightforward to distinguish industry-sponsored academic studies from industry-driven IP development projects, simply because the project is conducted by a Network Institution and because no Network Resources are made accessible to the sponsor.

Notwithstanding the due diligence role of the Network Data Access Committee, it is the ultimate responsibility of the Network Institution conducting a Use Study to ensure that the Use Study is not a Commercial Use. Obtaining Research Ethics Board (REB) approval will provide some assurance of this, but may not always be definitive. Technology transfer offices and legal departments should confirm this when reviewing sponsorship agreements involving Use Studies. Moreover, as described above, it is essential for Network Institutions and researchers to ensure that any sponsorship agreements are compliant with the Network Master Agreement and this policy. In particular, intellectual property cannot be assigned to the industry-sponsor in a manner that would breach the revenue sharing requirement, e.g., through a service agreement or a one-way collaboration with IP rights transfer.

Investigators requesting access to Network Resources shall be required in the data access request form to report any sources of funding (including from industry). They shall also be

required to attest that the Use Study is academic (non-commercial) research, and that any sponsored research agreements are compatible with this Policy.

The Network Data Access Committee (DAC) shall also play a role in ensuring that an industry-sponsored Use Study is not a Commercial Use, with appropriate support from TFRI and Network Council. Data access requests for industry-sponsored Use Studies shall be required to provide the Network DAC with the following additional information:

- What are the sources of industry sponsorship?
- To what degree is the industry sponsor or other commercial collaborators involved in drafting the research protocol, analysis plan?
- What benefits does the industry sponsor expect to receive by sponsoring the study?
- What types of aggregate results are being provided to the industry sponsor?
- Does the project involve any development, testing, training or validation of industry products or background IP?
- Does the project anticipate the generation of any Foreground IP?
- Does the sponsorship agreement contain any clauses involving encumbrances on Foreground IP (e.g., first rights, exclusive licenses)?
- Is there a plan to publish or otherwise openly disseminate the results?
- Does the sponsor place any restrictions on publication (embargoes, publication delays, or prior review rights)?
- Other information requested by the DAC that is reasonably required to support a determination that a Study is not a Commercial Use.

This role and these questions will be incorporated in the data access procedures, DAC terms of reference, and data access request form.

### **Third-party (including industry) access to Network Resources for scientific research and IP development**

The Network intends in future phases to make Network Resources available to third parties, including companies, for scientific research and IP development. The scope of the Network Master Agreement will first need to be expanded to provide a legal framework for third-party access and use of Network Resources (including for commercial use). In principle, third-party access to Network Resources is also subject to an 18-month embargo period (see Data Access and Use Policy).

It is expected that the framework outlined above, e.g., for distinguishing academic non-commercial research from commercial use, and for revenue sharing from potential access fees or subscription fees, will be extended, with appropriate modifications, to third-party access for scientific research or Commercial Use.



### **Annex 1. IP and Commercialization Working Group**

<b>First Name</b>	<b>Last Name</b>	<b>Institution</b>	<b>Role</b>
Lesley	Rapaport	UHN	Chair
Sarah Jane	Lee	BC Cancer Atlantic	Member
Remi	Richard	Cancer	Member
Adrian	Thorogood	TFRI	Member
Corrine	Benquet	CHUM	Member
John	Lewis	UAlberta	Member
Sisi	Jia	UHN NL Health	Member
Liam	Kelly	Services	Member
Jordan	Bricker	UHN	Member