

RESEARCHERS AGREEMENT

A-26-####

THIS AGREEMENT is dated this _____ day of _____, 20____ (“Effective Date”).

BETWEEN: UNIVERSITY OF WATERLOO, a university established by an Act of the Legislature of the Province of Ontario, with its main campus located at 200 University Avenue West, Waterloo, Ontario.

(hereinafter referred to as the “University”)

AND: NAME, TITLE, Department of ---, in the Faculty of FACULTY NAME at the University of Waterloo, Waterloo, Ontario, presently residing at ADDRESS; EMAIL ADDRESS;

NAME, TITLE, Department of ---, in the Faculty of FACULTY NAME at the University of Waterloo, Waterloo, Ontario, presently residing at ADDRESS; EMAIL ADDRESS

(hereinafter referred to as the “Researchers”)

WHEREAS the aforementioned University Researchers undertook certain research related to the development of a novel technology called “TITLE OF TECHNOLOGY” hereinafter described as the Intellectual Property (IP) and more specifically described in Addendum “A” to this Agreement, and acknowledge and confirm that they are the sole creators and as such jointly have all of the right and title, interest and ownership therein;

AND WHEREAS the University through its Waterloo Commercialization Office (WatCo) is in the business of commercializing IP;

AND WHEREAS the University wishes to provide support and assistance to its Researchers in the Protection and Commercialization of their IP in a partnership of mutual co-operation, support and assistance in these activities which are more particularly described hereinafter;

AND WHEREAS the Researchers are desirous of entering into this Agreement with the University for the Protection and Commercialization of the Technology;

AND WHEREAS it is recognized that the University has provided financial and other support during the creation, investigation and development of the IP and by entering into this Agreement,

the University will be undertaking financial risk by expending additional funds and resources for the Protection and Commercialization of the IP and is entitled to share equitably in the benefits resulting from the Protection and Commercialization of the IP in return for this support;

AND WHEREAS this Researchers Agreement is required under the University's POLICY # 73-INTELLECTUAL PROPERTY RIGHTS thereto;

NOW THEREFORE IN CONSIDERATION of the foregoing and the covenants and agreements herein contained the University and the Researchers hereto agree as follows:

1. INTERPRETATION:

- 1.1 Definitions: The definitions for terms used in this Agreement are provided in Addendum "B" hereto.
- 1.2 Interpretation: The singular shall include the plural, words denoting the masculine shall include the feminine, and vice versa.

2. GRANT OF RIGHT:

- 2.1 The Researchers acknowledge, represent and warrant that they are the only creators and owners of the IP, and that they have full and complete rights to the IP and that, to the best of their knowledge and belief, the IP does not infringe on and is not subject to any other proprietary rights of any third party.
- 2.2 At the request of the University, the Researchers agree to execute and deliver any and all such instruments and papers as may be from time to time considered reasonably necessary by the University in support of efforts undertaken in relation to the Protection and Commercialization of the IP.
- 2.3 Because of the speculative nature of the undertaking to commercialize the IP, the University cannot guarantee to the Researchers that the results will meet the objectives sought. While the University will use reasonable efforts to commercialize, it is understood and agreed that the University will not be liable for any damages, actual or consequential, as a result of the University's performance or failure to meet any unspecified or specified goals.
- 2.4 The Researchers hereby appoint the University as their exclusive agent to pursue Commercialization of the IP which shall include: (i) identifying interested third parties; (ii) entering into Commercialization agreements with third parties in relation to the IP; and (iii) general representation of the Researchers' interest in the IP.

- 2.5 Commercialization agreements shall be entered into by the University in consultation with the Researcher's designate, noted in Article 11 – Notice. The University shall provide the Researchers with a copy of each agreement to Commercialize the IP that shall be entered into hereunder.
- 2.6 During the term of this Agreement, the Researchers acknowledge and agree that:
- (i) they shall not assign their interest in and to the IP without the prior written consent of the University;
 - (ii) they shall not Encumber any IP or apply for any intellectual property registrations in respect of any IP without the prior written consent of the University (for the purpose of this Section, “**Encumbrance**” means any mortgage, charge, pledge, hypothec, lien, restriction, option or security interest of any kind; and “**Encumber**” means to create an Encumbrance; and
 - (iii) they shall not, directly or indirectly, dispute or contest the validity or enforceability of the IP or the registrations therefor.

3. **DISCLOSURE OF INFORMATION:**

- 3.1 The Researchers agree to work in a diligent manner and to provide any necessary technical aid, guidance and assistance to the University in activities related to the Protection of the IP and, at the request of the University, to any third party or parties to which the University is in the process of transferring or has transferred use of the IP by license or otherwise and to provide support for the Commercialization of the IP within their job constraints and other obligations, as may be reasonably required by the University. It is understood that the time expended by the Researchers with respect to the Protection, further development, transfer and Commercialization of the IP is provided free of charge and is compensated for by the payments to the Researchers pursuant to Article 7.
- 3.2 The Researchers acknowledge that the University is investing resources to develop a Commercialization opportunity for the IP and that it is quite common that Improvements and Other Technology could be developed by the Researchers that could enhance the likelihood of successful Commercialization. The Researchers thus acknowledge and agree that they shall both jointly and severally have the obligation to advise and inform the University, via WatCo, from time to time of Improvement and Other Technology which one or more of the Researchers has developed at the University. In the case of Improvements, and where not prevented by other contractual obligations, the Researchers shall, if requested by the University, enter into a further Researcher's Agreement assigning Commercialization rights to the Improvements to the University in order to permit the University to more effectively package and enhance the marketability of the IP for the purpose of

Commercialization. Thereafter any Improvements shall be deemed to be included within the definition of "IP" and within the subject matter commercializable by the University under this Agreement. In the case of Other Technology, and where not prevented by other contractual obligations, the Researchers shall, if requested by the University, reasonably consider assigning Commercialization rights to Other Technology to the University.

- 3.3 The Researchers further acknowledge and agree that should they become aware of Improvements or Other Technology which has been created or developed by other persons they shall inform WatCo of such Improvements or Other Technology in writing upon learning of its existence.
- 3.4 Researchers agree to make full and complete disclosure of the IP to the University, and shall make available to the University any physical embodiments of the IP and other data that will be or that may be useful to the University in carrying out its performance hereunder.
- 3.5 Researchers shall have the right to publish or disclose the results arising from any research in relation to the IP, Improvements or Other Technology therein. However, under circumstances where WatCo has not yet formally filed or otherwise secured Protection for such IP, Improvements or Other Technology, as the case may be, the Researchers shall provide a copy of any such proposed publication or disclosure to the University for its review at least forty-five (45) days before submission for publication or disclosure. Upon receipt of such notification, the University shall have the right to request that the Researchers delay publication up to thirty (30) days to enable the University to secure Protection of any confidential information that would be disclosed or published.
- 3.6 In the event that the Researchers seek funding for any research related to the IP, Improvements or any related confidential information therein, the Researchers acknowledge and agree to make a declaration to the party funding the research that all commercial rights to said IP and Improvements and any related confidential information have been assigned to the University pursuant to the terms of this Agreement.

4. PATENTS OR COPYRIGHT:

- 4.1 The Researchers hereby grant the University all necessary rights to file for Protection of Intellectual Property Rights and agree that they will provide all the assistance which is reasonably required by the University to prepare and prosecute such Protection in Intellectual Property Rights filed by the University and to facilitate the completion of Commercialization agreements.

- 4.2 The Researchers agree not to reveal or use any data or information related to the IP, or Improvements or Other Technology as may be applicable, for commercial purposes or provide information to any other party and to maintain in confidence all associated proprietary information, unless such information becomes part of the public domain without breach of this Agreement.
- 4.3 In the event that the Researchers and WatCo mutually desire to disclose any confidential proprietary information or data concerning the IP, Improvement, or any applicable Other Technology to a third party, such disclosure of confidential proprietary information shall be managed by WatCo who will determine which elements of the confidential proprietary information should be disclosed and whether such disclosure should be done so under the protection of a Non-disclosure Agreement negotiated between WatCo and the third party receiving said information.
- 4.4 The University shall maintain and if appropriate apply for, at the University's expense, sufficient Protection of Intellectual Property Rights for the IP, Improvements or any applicable Other Technology to the extent that the University, in its sole judgement, shall deem advisable. Researchers shall review and provide their recommendations with respect to the detail required to describe or claim the Intellectual Property Rights Protection when requested by the University.
- 4.5 The University, in its sole discretion, may apply for IP funding support from Intellectual Property Ontario ("IPON"), including, without limitation, IPON's reimbursement of costs incurred by the University related to the Protection of the Intellectual Property. The Researchers acknowledge and agree that the use of IPON funding is pursuant to certain reimbursement terms and restrictions (refer to Addendum D), which obligations may flow down to the Researchers upon Termination of this Agreement (refer to Section 8.6).

5. UNIVERSITY SUPPORT AND SERVICES:

- 5.1 The Parties hereto acknowledge and agree that the University has supported the creation and development of the IP through salary payments, overhead, grants, administration support, the provision of laboratory space and equipment. In addition to the aforesaid support and as specified in this Agreement, the University shall further undertake, as appropriate, one or more of the following activities with respect to the Commercialization of the IP:
- (i) Conduct a preliminary commercialization feasibility evaluation;
 - (ii) With consultation and agreement with the Researchers, undertake Commercialization support activities within 12 months of Effective Date which may generally include one or more of the following activities:

- Deeper assessment of the commercial potential of technology which may be supported via securing market reports or contracting out a detailed third party market assessment study
 - Submission of government prototype development funding proposals
 - Initiate exploratory commercial discussions with potential licensee or investor partners
- (iii) Invest in and administer the Protection of Intellectual Property Rights as fiscally appropriate given ongoing assessment of the progress against activities undertaken in 5.1(ii) and the overall market prospects for successful Commercialization of the IP;
- (iv) Actively seek to complete market appropriate Commercialization outcomes;
- (v) Prepare, negotiate and administer all legal and Commercialization agreements (eg. Non-Disclosure, assignment, option, license, etc.);
- (vi) Provide financial accounting and reporting.
- 5.2 It is understood that certain Direct Costs may be incurred by WatCo in its provisions of the Commercialization services described in Article 5.1 and that repayment of such Direct Costs to the University shall be made in accordance with the provisions of Article 7.

6. **INVENTOR(S) WARRANTY:**

- 6.1 The undersigned Researchers hereby both jointly and severally warrant and certify that;
- (i) To the best of their knowledge and belief, they are the sole and first creators and include all the parties which are creators of the IP;
 - (ii) They have informed and advised the University of and listed in Schedule “1” hereto, any and all other parties, including but not limited to other universities or educational organizations, companies - both public and private, government funding agencies including federal and provincial “centres of excellence” or equivalent organizations, individuals or groups, or any other parties which have or may have provided funds or resources by way of monies, equipment, labour including payment of salary or expenses for one or more of the Researchers in respect of the creation, investigation or development of the IP whereby the said other parties may have acquired some right, title, interest or ownership in the IP; and
 - (iii) They have informed and advised the University of and listed in Schedule “1” hereto, any and all of the contracts, grants, funding benefits which

provided support to conceive, investigate and develop the IP, whether in money, equipment, facilities, money's worth or any other type of benefit.

- 6.2 In the event that a party other than those listed in Addendum "C" and Schedule "1" claims any right, interest, title or ownership in the IP or Intellectual Property Right arising from the IP, the Researchers agree that the proven or verified rights or interest of any such party shall be accommodated out of the Researchers share as provided in Article 7- REVENUE SHARING.

7. REVENUE SHARING:

- 7.1 Any Revenue generated from Commercialization activities shall be shared by the University and the Researchers as a group with seventy-five percent (75%) paid jointly to the Researchers, which shall be divided between the Researchers and the Other Participants in accordance with Addendum "C", and twenty-five percent (25%) paid to the University. Where the University has incurred Direct Costs, such distribution of Revenue shall occur only following the University's full recovery of all of the Direct Costs.
- 7.2 Payments to the Researchers will be made by the University periodically in accordance with its then current policy and practice. The Researchers acknowledge and agree that it is their obligation to inform the University of any change of address or other relevant contact information so that the aforesaid payments can be made in timely manner. In the event the Researchers fail to notify the University of a change in their contact information, the University shall retain such payments until such time that the Researchers make a claim for any unpaid payments owing. Under such circumstances the Researchers acknowledge and agree such late payments shall not include any interest or carrying charge payable over the delinquency in payment period.
- 7.3 Any distribution of the University share of Revenue by the University to a Faculty, department or centre of the University will be made in accordance with the then current University policy and practice.
- 7.4 Payments will be made in Canadian funds or equivalent. Revenue received in other than Canadian funds will be recorded at the rate of exchange in effect at the date of receipt.
- 7.5 The Researchers acknowledge and agree that in the event that the University Commercializes IP and Improvements which comprises a package or bundle of more than one technology, which may include one or more technologies provided by third parties together with the IP and Improvements, that in such circumstances the University shall have the right to determine how to allocate the revenue arising from the Commercialization of the IP and Improvements comprising multiple

technologies between the various groups of Researchers and any third parties. It is further agreed that Researcher groups and third party groups shall only be entitled to share the Revenue allocated to their particular IP or Improvements.

- 7.6 The Researchers acknowledge and agree that the University may support Commercialization through the creation of a startup company. In many circumstances the creation of a startup company will involve one or more Researchers taking on an active role in the founding and operationalizing of the startup company's business activities. Such Research founders shall likely be required to invest significant additional time commitment, possibly without compensation for an extended period of time, to support the business activities of the startup. Thus the Researchers acknowledge and agree that any Researcher participating in a substantive startup company founder role way are assuming additional effort and risk which needs to be acknowledged in the distribution of any Equity in a startup company which could differ significantly from the Revenue sharing allocations specified in Addendum C. The Researchers acknowledge and agree that any Equity in a start up company issued to the University as part of the compensation generated from Commercialization activities **shall not** be further shared with the Researchers or Other Participants in accordance with Addendum "C". The Researchers acknowledge that the formation of a startup company is subject to case-by-case circumstances and negotiations with third party investors and that it is not possible to provide a definitive specification of how Equity allocations shall be distributed amongst the Researchers and the University. However, typically the University secures at a minimum a 5% Equity allocation with certain anti-dilution provisions.

8. TERM AND TERMINATION:

- 8.1 This Agreement shall have a term which extends from the Effective Date to the latest date of expiry of a patent included in the Technology obtained by the University or its assigns pursuant to the University obligations as defined by this Agreement and in the event the IP is protected under the provisions of copyright law the term shall be a period of twenty years following the Effective Date.
- 8.2 The University shall have the right to terminate this Agreement when in the sole opinion of the University there appears to be no reasonable prospect or expectation of the successful Protection or Commercialization of the IP. In the event of such termination, the University shall be released from its obligation to pay any further Direct Costs. The University shall advise the Researchers of its intention to terminate the Agreement by notice in writing sent to the Researchers in accordance with Article 11.
- 8.3 In the event of termination of this Agreement under Article 8.2 and upon the Researchers formally providing notice to the University, in accordance with Article

11, that they wish to independently continue to pursue the Protection and Commercialization of the IP, the Researchers and the University agree to thereafter reasonably negotiate a post-termination settlement agreement whereby the University shall reassign any right, title and interest in the IP to the Researchers, or such other single third party as may be identified in writing by all of the Researchers, subject to the University being entitled to: i) reimbursement of all past Direct Costs and ii) a reasonable future claim of Revenue and/or Equity that may be independently generated by the Researchers, such future claim of Revenue and/or Equity to be reasonable and commensurate with WatCo's level of investment and effort to advance the commercial readiness of the IP prior to termination.

- 8.4 If a Commercialization agreement for the IP has not been executed within five (5) years of the Effective Date, Researchers thereafter shall have the right to terminate this Agreement by providing the University with ninety (90) days written notice in accordance with Article 11 provided that:
- (i) the University has not executed a Commercialization agreement(s) with third parties in relation to the IP; or
 - (ii) the University is not actively engaged in good faith negotiations with a third party for the Commercialization of the IP. For the purpose of this Section, "actively engaged" means that there has been at least one exchange of a Commercialization agreement or term sheet between the University and the third party on or within thirty (30) days after receipt of the notice of termination.
- 8.5 In the event the Researchers elect to terminate in accordance with Section 8.4, they are entitled to request the assignment of any Intellectual Property Rights (eg. patents, trademarks, copyright, etc) upon entering into a formal agreement to personally assume any post termination date costs arising related to the Intellectual Property Rights and to reimburse the University its Direct Costs. The Intellectual Property Rights shall not be formally assigned to the Researchers until the University has been reimbursed its Direct Costs and the University is under no obligation to pay any further IP Protection costs after the termination date. The Researchers acknowledge that IP Protection activities are often driven by specific deadlines with the requirement to pay fees to various government authorities (eg. Patent Office). The Researchers further acknowledge and agree that any delay in reimbursing the University's Direct Costs, which by extension would delay the formal assignment of Intellectual Property Rights back to the Researchers, could thus have a negative impact on maintaining such IP assets in good standing. Further, any Revenue and/or Equity which are due or which become due within one (1) year from the date of such termination, and which are subsequently received by the Researchers from a party to whom WatCo had previously invested effort in

engaging such party in Commercialization discussion related to the IP, shall be shared with the University in the manner described in Section 7.1. Researchers shall remit such payments or provision of share certificate to the University within thirty (30) days after the end of the calendar quarter within which Researchers receive such Revenue and/or Equity.

- 8.6 Where any Intellectual Property to be reassigned, returned, or otherwise transferred pursuant to this Agreement were previously the subject of support made available through IPON as set forth in Section 4.5 hereof (collectively, the “IPON-Supported IP”), the Parties acknowledge and agree that any obligations, restrictions, reporting expectations, or other implications associated with such IPON-Supported IP shall continue notwithstanding such reassignment, return, or transfer. Accordingly, as a condition of the reassignment, return, or transfer of any IPON-Supported IP, the Researchers acknowledge and agree that the University shall require that the recipient of such IPON-Supported IP enter into a direct agreement with IPON, or such other arrangement acceptable to the University and IPON, for the purpose of assuming, addressing, or otherwise dealing with the applicable IPON-related implications associated with such IPON-Supported IP, and the reassignment, return, or transfer shall not be effective until such agreement or other arrangement has been completed to the satisfaction of the University and IPON.
- 8.7 The University shall have the right to terminate this Agreement in the event that the IP is assigned to a third party(ies). The University shall advise the Researchers of its intention to terminate the Agreement by notice in writing sent to the Researchers in accordance with Article 11. Such termination shall be effective immediately upon sending such Notice by the University.

9. ASSIGNMENT OF THE TECHNOLOGY:

9.1 The University and the Researchers acknowledge and agree that should the University determine that the most effective manner in which to commercialize the IP and any associated Intellectual Property Rights is by way of sale or assignment to one or more third parties, whether persons or incorporated companies, the University, following reasonable consultation with the Researchers' designate, noted in Article 11 – Notice, shall be free to enter into such sale or assignment and the Researchers shall co-operate in full to effect such sale or assignment, and the University may negotiate such compensation that it may determine to be appropriate in the circumstances including one or more or all of the following:

- (i) Repayment of all outstanding Direct Costs.
- (ii) A sum of money, equity securities or other real or personal property which shall be shared between the Researchers and the University as described in Article 7 of this Agreement.

10. LITIGATION:

10.1 Nothing herein obligates either the Researchers or the University to enter into litigation of any nature whatsoever with regard to the IP or Improvements. The University shall ensure that any Commercialization agreement the University enters into will contain no obligation for either the Researchers or the University to enter into such litigation.

10.2 Each of the University and the Researchers shall notify the other party promptly of any infringement of any Intellectual Property Rights of the IP by others of which it becomes aware. The University shall have the right, at its own expense to bring any action on account of any such infringements, limitations, or unauthorized use. The Researchers shall cooperate with the University as the University may reasonably request in connection with any such action. Any proceeds received by the University from such action shall be first applied to offset the University's litigation costs. Any remaining proceeds shall then be distributed according to Article 7 herein.

10.3 If the University does not undertake such action, the Researchers may prosecute the same, at their expense, provided that no settlement shall be made without prior written approval of the University. The University shall cooperate with the Researchers as the Researchers may reasonably request in connection with any such action. Any proceeds received by the Researchers from such action shall be first applied to offset the Researchers' litigation costs. Any remaining proceeds shall then be distributed according to Article 7 herein.

11. NOTICE:

- 11.1 Any notice, payment or communication required under this Agreement shall be addressed as follows:

For the University:

Waterloo Commercialization Office
University of Waterloo
Waterloo, Ontario
N2L 3G1

Attention: Scott Inwood, Director of Commercialization

For the Researchers:

Names _____
Department of _____
Faculty of _____
University of Waterloo
Waterloo, ON N2L 3G1
or at HOME ADDRESS; EMAIL ADDRESS;

or such other person or persons as NAME or BOTH/ALL of the University Researchers together may from time to time designate by notice in writing and sent to the University in accordance with this ARTICLE 11. NOTICE. The aforesaid named Researcher designate acknowledges and agrees to make reasonable efforts to keep the other Researchers informed of Commercialization activities under discussion in Articles 2.5 and Article 9.1 herein.

12. ASSIGNMENT OF AGREEMENT:

- 12.1 This Agreement shall not be assigned by the Researchers or the University without the prior written consent of both Parties.

13. ENTIRE AGREEMENT:

- 13.1 This Agreement is comprised of this document and the attached Addenda. In the event of any conflict or discrepancy between this document and a Addendum, the terms of this document shall govern unless the language in a Addendum indicates that it is the specific intent of the parties to overrule a particular provision of this document. This Agreement supersedes all previous dealings, communications, understandings and expectations of the parties and constitutes the whole

agreement with respect to the transactions contemplated hereby, and there are no representations, warranties, conditions, or collateral agreements between the parties with respect to such transactions except as expressly set out herein and in the instrument(s), if any, executed and delivered pursuant hereto.

14. ARBITRATION:

14.1 The parties hereto agree to use the DISPUTE RESOLUTION provisions in article XII of Policy #73 and any amendments thereto or such other DISPUTE RESOLUTION provisions as the University policies may from time to time provide for or require.

15. BINDING ON PARTIES:

15.1 This Agreement shall enure to and be binding upon the parties, their successors and lawful assigns.

15.2 This Agreement may be executed in two or more identical counterparts, facsimile counterparts or electronic counterparts, each of which when executed by a party shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

16. AMENDMENT:

16.1 This Agreement may not be amended except in writing by all of the parties hereto.

17. JURISDICTION:

17.1 This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first herein set forth.

RESEARCHERS

NAME Date

NAME Date

UNIVERSITY OF WATERLOO

Scott Inwood Date
Director of Commercialization
Waterloo Commercialization Office

ADDENDUM “A”

DESCRIPTION OF THE INTELLECTUAL PROPERTY

See Attached Technology Disclosure ID #----- dated _____.

The name of the invention is “TITLE OF TECHNOLOGY”.

DRAFT

ADDENDUM “B”**DEFINITIONS**

“Agreement” shall mean this agreement and shall specifically include the following Addenda and Schedules:

<u>Addenda</u>	<u>Title</u>
Addendum “A”	Description of the Technology
Addendum “B”	Definitions
Addendum “C”	Revenue Sharing
<u>Schedule</u>	<u>Title</u>
Schedule “1”	Parties Providing Support (financial, in-kind, etc.-See Schedule “1”) for Research Associated with the Technology

“Author” shall mean a person or persons included in Policy #73 and any other person or persons who participated in the discovery or creation of the Intellectual Property and whom the University and the Researchers jointly acknowledge and agree are to be included as Authors who produced or otherwise generated a work or other form of Intellectual Property which may be protected under the Copyright Act, Statutes of Canada.

“Commercialization” shall mean all of the activities undertaken by the WatCo in order to derive revenues, equity or other property and benefits by transferring the Intellectual Property, Improvements, or Other Technology to one or more third parties by licensing, sale or assignment or such other means as may be appropriate.

“Direct Costs” shall mean costs incurred related to the Protection and Commercialization of the Intellectual Property including costs associated with patenting, copyright, trade-mark/-name, industrial design, integrated circuit topography or other form of Intellectual Property Right protection as well as general legal costs and expenses associated with protecting the Intellectual Property. Direct Costs shall also include costs related to activities undertaken to commercialize the Technology including, but not limited to, travel, market studies and business plans.

“Effective Date” shall mean the date indicated at the beginning of this Agreement.

“Equity” shall mean the authorized capital of a company consisting of shares issued or any convertible security or options to acquire shares in a company.

“Improvement” shall mean any change, variation, enhancement, update or functional change made to the Intellectual Property.

“Intellectual Property” shall mean property in which an Intellectual Property Right exists and includes Technology.

“Intellectual Property Right” shall mean any and all patents, trade marks, trade names, copyright, industrial design or design patents, integrated circuit topography acquired under any statute law or act in any country and shall also include trade secrets, know-how and show-how (a form of IP-manuals, instructions, etc.) and any and all other related property rights which exist or may in future come into existence related to the Technology.

“Inventors” shall mean the person or persons identified in the forms entitled TECHNOLOGY DISCLOSURE or SOFTWARE DISCLOSURE who while working at the University discovered or created the Intellectual Property and any other person or persons who while working in association with the Inventors participated in the discovery or creation of the Intellectual Property and whom the University and the Researchers jointly acknowledge and agree are to be included as Inventors.

“IP” shall mean “Intellectual Property” as described above.

“Other Participants” shall mean other persons with whom the Researchers wish to share Revenue or Equity.

“Other Technology” shall mean any technology, data or information which is related to, connected with, supportive of, associated with, an improvement upon, an enhancement of or which otherwise may be considered as a follow-on technology, a derived technology or a co-technology of the Technology whether or not such Other Technology may be independently capable of protection by patenting or otherwise.

“Parties” means the University and the Researchers.

“Policy #73” means the University policy on INTELLECTUAL PROPERTY dated October 28, 1997 and amendments thereto.

“Protection” shall mean taking any and all necessary steps to protect the Intellectual Property from use, sale, manufacture or other exploitation by third parties including patent applications, copyright registration, trade mark and trade name applications, industrial design applications, application to protect integrated circuit topography including entering into option, non-disclosure and proprietary right agreements.

“Researchers” shall mean the person (or persons) who as an Inventor or Author produced or otherwise generated a work or other form of Intellectual Property.

- “Revenue” shall mean any and all income in the form of money or an in kind contribution valued in money however derived and in whatever form including royalty payments, license fees, lump sum payments or other benefits arising out of the transfer of the Intellectual Property to one or more third parties or from the use or sale of the Technology by such third parties;
- “Technology” shall mean any form of scientific knowledge that serves a practical purpose whether or not protectable by patenting, copyright, trade mark, or a trade secret and shall include know-how and show-how conceived by the Inventors in which an Intellectual Property Right has been created, exists, or could be created and which is more particularly described in Addendum “A” hereto;
- “WatCo” shall mean the University of Waterloo Waterloo Commercialization Office.

ADDENDUM “C”**REVENUE SHARING**

The Researchers acknowledge and agree to apportion the Researchers’ share of Revenue as follows:

<u>Researcher</u>	<u>Percentage</u>
A. NAME	_____ %
B. NAME	_____ %
<u>Other Participants</u>	<u>Percentage</u>
A. NAME	_____ %
B. NAME	_____ %
Total	100.0 %

SCHEDULE “1”**PARTIES PROVIDING SUPPORT
FOR RESEARCH ASSOCIATED WITH THE TECHNOLOGY**

<u>Name of Party</u>	<u>Type of Support</u> (Funding, Salaries, Equipment, Laboratory Facilities, In-Kind, Researcher, Contract, etc.)	<u>Value of Support</u>
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See Section 4: Support of Work to Date in the attached Technology Disclosure ID ##-##

IPON FUNDING AGREEMENT

1. What this is about

The University may use funding from **Intellectual Property Ontario (IPON)** to help pay for patenting and commercialization of your invention. IPON funding is **reimbursement-based**, typically covering up to **80% of eligible IP-related costs**, subject to approval and compliance with program requirements.

This funding comes with **conditions (“strings attached”)** that affect how the IP is managed, commercialized, and possibly transferred. A copy of the IPON Institutional Client Agreement is available here:

[Intellectual property Ontario post-secondary education, hospital, or research institutional client agreement \(PDF\)](#)

This Appendix summarizes the **main points you should be aware of**.

2. Key idea

If IPON helps pay for patenting your IP:

- there are rules about **how that IP must be managed and commercialized**
- those rules can **continue even if the University stops working on the project**
- and in some cases, those obligations can **transfer (“flow down”) to you personally (see section 8 below)**

3. Main IPON expectations

If IPON funding is used, the University must ensure that:

- the IP is developed to **benefit Ontario’s economy**
- the IP remains under **Canadian ownership or control**
- the IP is **actively maintained** (e.g., patent filings kept in good standing)
- the project is **actively commercialized (or reasonably pursued)**

4. Reporting and transparency

The University must:

- report regularly to IPON about the IP, its status, and commercialization progress
- provide information (including confidential information if required)
- allow IPON to audit or review records

You may be required to **reasonably cooperate** in providing information.

5. Patent maintenance and abandonment

If IPON-funded patents exist:

- they must be **properly maintained** (fees paid, filings completed)
- if the University wants to abandon a patent:
 - IPON must be **notified in advance**
 - IPON may request the IP be **assigned or continued elsewhere**

Failure to follow these rules can trigger **repayment of funding**.

6. Commercialization and transfer limits

Certain actions can create problems under IPON, including:

- selling or licensing the IP **exclusively to a non-Canadian company**
- failing to pursue commercialization

These situations may trigger **repayment of IPON funding**.

7. Repayment obligations (important)

In some situations, IPON may require funding to be repaid, including where:

- program rules are not followed
- IP is not properly maintained or commercialized
- the IP is transferred in ways that don't meet IPON requirements

These repayment obligations:

- may apply to the University;
- may be **assumed by another party** if the IP is transferred to that party; and
- **will flow down to the Researchers** if the IP is transferred to them following termination.

8. What happens if the Agreement is terminated (key section)

Should the Researcher's Agreement be terminated, in accordance with **Section 8 (with particular reference to sub-section 8.6) of the Researchers' Agreement**, and if the Researchers wish to reassume full rights to the IP to personally pursue, then:

- the IPON rules **stay attached to the IP** and this includes:
 - reporting
 - commercialization expectations
 - Canadian ownership expectations
 - any repayment obligations
- the Researcher's must:
 - sign a **direct agreement with IPON** to assume the same obligations as the University
 - the transfer of all IP rights (assumed by the University) back to the Researcher(s) **cannot happen until this is completed.**

9. Acknowledgement

By signing this Agreement, you confirm that:

- you understand IPON funding comes with conditions, including a potential requirement for an IP assignment to IPON (as per Section 5 above) and you agree to execute any such assignment documents as may be required by IPON
- those conditions may continue after termination
- those conditions may transfer to you if you take over the IP post Researcher Agreement termination

10. Summary

