

AUTHOR'S AGREEMENT - SOFTWARE

A-24-####

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**, in the Department of **DEPARTMENT**, in the Faculty of **FACULTY** at the University of Waterloo, Waterloo, Ontario, presently residing at **HOME ADDRESS; EMAIL ADDRESS;**

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

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

(hereinafter referred to as the “Authors”)

WHEREAS the aforementioned Authors undertook certain research related to the development of the Intellectual Property hereinafter described as the “SOFTWARE” 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 Authors in the Protection and Commercialization of the “SOFTWARE” in a partnership of mutual co-operation, support and assistance in these activities which are more particularly described hereinafter;

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

AND WHEREAS it is recognized that Creator(s) have been provided either direct financial and/or indirect overhead financial support from the University that facilitated the creation, investigation and development of the SOFTWARE and by entering into this Agreement, the University shall be undertaking financial risk by expending additional funds and resources for the Protection and Commercialization of the SOFTWARE and is thus entitled to share equitably in the benefits resulting from the Commercialization of the SOFTWARE in return for this support;

AND WHEREAS this Authors 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 Authors 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 Authors acknowledge, represent and warrant that they are the only creators of the SOFTWARE and as such, have all right to title and ownership therein. The Authors represent and warrant that the SOFTWARE is not subject to any other proprietary rights of any third party.
- 2.2 At the request of the University, the Authors agree to execute and deliver any and all such instruments and papers as may be from time to time considered reasonably necessary (eg. waiver of moral rights) by the University in support of efforts undertaken in relation to the Protection and Commercialization of the SOFTWARE.
- 2.3 Because of the speculative nature of the undertaking to commercialize the SOFTWARE, the University cannot guarantee to the Authors that the results will meet the objectives sought. While the University will use its best 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 Authors hereby appoint the University as their exclusive agent to commercialize the SOFTWARE which shall include: (i) identifying interested third parties; (ii) entering into Commercialization agreements with third parties in relation to the SOFTWARE, and (iii) general representation of the Author's interest in the SOFTWARE.
- 2.5 Commercialization agreements shall be entered into by the University in consultation with the Authors' designate, noted in Article 11 – Notice. The University shall provide the Authors with a copy of each agreement to Commercialize the SOFTWARE 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 Authors 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 SOFTWARE 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 SOFTWARE by license or otherwise and to provide support for the Commercialization of the SOFTWARE within their job constraints and other obligations, as may be reasonably required by the University. It is understood that the time expended by the Authors with respect to the Protection, further development, transfer and Commercialization of the SOFTWARE is provided free of charge and is compensated for by the payments to the Authors pursuant to Article 7.
- 3.2 The Authors acknowledge that the University is investing resources to develop a Commercialization opportunity for the IP and that it is quite common that OTHER SOFTWARE could be developed by the Authors that could enhance the likelihood of successful Commercialization. The Authors 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 OTHER SOFTWARE which one or more of the Authors has developed at the University. Where not prevented by other contractual obligations, the Authors shall, if requested by the University, enter into a further Author's Agreement assigning Commercialization rights to OTHER SOFTWARE to the University in order to permit the University to more effectively package and enhance the marketability of the SOFTWARE for the purpose of Commercialization. Thereafter any OTHER SOFTWARE shall be deemed to be included within the definition of SOFTWARE and within the subject matter commercializable by the University under this Agreement.

- 3.3 The Authors further acknowledge and agree that should they become aware of other software which has been created or developed by other persons and which they believe represents a derived work based on the SOFTWARE they shall inform WatCo of such other software in writing upon learning of its existence.
- 3.4 The Authors agree to make full and complete disclosure of the SOFTWARE to the University, and shall make available to the University any information, know-how, or data that will be or that may be useful to the University in carrying out its performance hereunder.
- 3.5 Authors shall have the right to publish or disclose the results arising from any research in relation to the SOFTWARE or OTHER SOFTWARE therein. However the Authors agree that **they shall not publish or otherwise release a copy of the SOFTWARE source code** without the prior consent of WatCo.
- 3.6 In the event that the Authors seek funding for any research related to the SOFTWARE or OTHER SOFTWARE or any related confidential information therein, the Authors acknowledge and agree to make a declaration to the party funding the research that all commercial rights to said SOFTWARE or OTHER SOFTWARE and any related confidential information have been assigned to the University pursuant to the terms of this Agreement.

4. **COPYRIGHT:**

- 4.1 The Authors agree that they will provide all the assistance which is reasonably required by the University to register a copyright and to file any application under trade-mark or any other form of intellectual property legislation which may be required to protect the SOFTWARE and to facilitate the completion of Commercialization agreements.
- 4.2 The Authors agree not to reveal or use any data or information related to the SOFTWARE or OTHER SOFTWARE 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 Authors and WatCo mutually desire to disclose any confidential proprietary information or data concerning the SOFTWARE or OTHER SOFTWARE 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 SOFTWARE or OTHER SOFTWARE to the extent that the University, in its sole judgement, shall deem advisable. Authors shall review and provide their recommendations with respect to the detail required to describe or claim the Intellectual Property Rights when requested by the University.

5. UNIVERSITY SUPPORT AND SERVICES;

- 5.1 The Parties hereto acknowledge and agree that the University has supported the creation and development of the SOFTWARE 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 SOFTWARE:
 - (i) Conduct a preliminary commercialization feasibility evaluation;
 - (ii) With consultation and agreement with the Authors, 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 SOFTWARE;

- (iv) Actively seek to complete market appropriate Commercialization outcomes;
- (vi) Prepare, negotiate and administer all legal and Commercialization agreements (eg. Non-Disclosure, assignment, option, license, etc.);
- (ix) 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. RESEARCHER(S) WARRANTY:

6.1 The undersigned Authors and Authors hereby both jointly and severally warrant and certify that;

- (i) To the best of their knowledge and belief, the Authors are the sole and first creators and include all the parties which are creators of the SOFTWARE;
- (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 Authors in respect of the creation, investigation or development of the SOFTWARE whereby the said other parties may have acquired some right, title, interest or ownership in the SOFTWARE; 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 SOFTWARE, 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 SOFTWARE or Intellectual Property Right arising from the SOFTWARE, the Authors agree that the proven or verified rights or interest of any such party shall be accommodated out of the Authors 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 Authors as a group with eighty percent (80%) paid jointly to the Authors which shall be divided between the Authors and the Contributors and Other Participants in accordance with Addendum “C” and twenty percent (20%) 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. Notwithstanding the foregoing, any share 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”.
- 7.2 Payments to the Authors and any applicable Contributors or Other Participants will be made by the University periodically in accordance with its then current policy and practice. The Authors acknowledge and agree that it is their obligation to inform the University of any change of address or other relevant contact information for themselves as well as any applicable Contributors or Other Participants so that the aforesaid payments can be made in timely manner. In the event the Authors fail to notify the University of a change in the aforesaid contact information, the University shall retain such payments until such time that the Authors or any applicable Contributors or Other Participants make a claim for any unpaid payments owing. Under such circumstances the Authors 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 Authors acknowledge and agree that in the event that the University Commercializes the SOFTWARE which comprises a package or bundle of more than one technology, other copyright work, or other software application, which may include one or more technologies or works provided by third parties together with the SOFTWARE, that in such circumstances the University shall have the right to determine how to allocate the revenue arising from the Commercialization of the SOFTWARE amongst such multiple works between the various groups of Authors 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 SOFTWARE.

7.6 The Authors 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 Authors taking on an active role in the founding and operationalizing of the startup company's business activities. Such SOFTWARE 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 Authors acknowledge and agree that any Author 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 Authors acknowledge and agree that any Equity in a startup company issued to the University as part of the compensation generated from Commercialization activities **shall not** be further shared with the Authors or Other Participants in accordance with Addendum "C". The Authors 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 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 SOFTWARE. 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 Authors of its intention to terminate the Agreement by notice in writing sent to the Authors in accordance with Article 11.
- 8.3 In the event of termination of this Agreement under Article 8.2 and upon the Authors 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 SOFTWARE, the Authors 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 SOFTWARE to the Authors, or such other single third party as may be identified in writing by **all** of the Authors, 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 Authors, 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 SOFTWARE 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 Authors elect to terminate in accordance with Section 8.4, they are entitled to request the assignment of any SOFTWARE 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 Authors 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 Authors 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 Authors 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 Authors, 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 Authors 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. Authors 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 Authors receive such Revenue and/or Equity.
- 8.6 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 Authors acknowledge and agree that should the University determine that the most effective manner in which to commercialize the SOFTWARE, and any associated OTHER SOFTWARE, 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 Authors' designate, noted in Article 11 - Notice, shall be free to enter into such sale or assignment and the Authors shall co-operate in full to effect such sale or assignment or waiver of moral rights, 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 Authors and the University as described in Article 7 of this Agreement.

10. LITIGATION:

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

10.2 Each of the University and the Authors shall notify the other party promptly of any infringement of any Intellectual Property Rights 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 Authors 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 Authors 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 Authors as the Authors may reasonably request in connection with any such action. Any proceeds received by the Authors from such action shall be first applied to offset the Authors' 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 Group
University of Waterloo
Waterloo, Ontario
N2L 3G1

Attention: Scott Inwood, Director of Commercialization

For the Authors:

NAME, TITLE
Department of
Faculty of
University of Waterloo
Waterloo, ON
presently residing at **HOME ADDRESS; EMAIL;**

or such other person or persons as **NAME** or BOTH/ALL of the University Authors 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 Author designate acknowledges and agrees to make reasonable efforts to keep the other Authors 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 Authors 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.

AUTHORS

NAME _____ Date

NAME _____ Date

NAME _____ Date

UNIVERSITY OF WATERLOO

Scott Inwood
Director of Commercialization
Waterloo Commercialization Office
Date

ADDENDUM “A”

DESCRIPTION OF THE INTELLECTUAL PROPERTY

See Attached Technology Disclosure ID # [REDACTED] dated [REDACTED].

The name of the invention is “TITLE OF [REDACTED]”.

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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 Intellectual Property
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 the person who has written or otherwise recorded in any permanent medium the code (source, object or executable) for the Software or for any module or portion of the Software which may be protected under the Copyright Act, Statutes of Canada. “Joint Authors” shall mean two or more Authors whose contribution to the Software is indistinguishable one from the other or one of group of persons who have independently contributed to discrete or specific components or modules included in the Software

“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 SOFTWARE or OTHER SOFTWARE to one or more third parties by licensing, sale or assignment or such other means as may be appropriate.

“Contributor” shall mean any person who is not an Author but who has made an intellectual contribution to the design, application, structure, or any other meaningful contribution to facilitating the Author’s development of the SOFTWARE.

“Direct Costs” shall mean costs incurred related to the Protection and Commercialization of the SOFTWARE including all and any costs associated with securing Intellectual Property Rights. Direct Costs shall also include costs related to activities undertaken to commercialize the SOFTWARE 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
- “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 SOFTWARE.
- “Other Participants” shall mean other persons who are not Authors or Contributors with whom the Authors wish to share Revenues or Equity.
- “Other Software” shall mean any software, data or information which is related to, connected with, supportive of, associated with, an improvement upon, an enhancement of, a derivative of, or which otherwise may be considered as a follow-on software application of the Software.
- “Parties” means the University and the Authors as required by the context of the words or the University and the Researcher together respectively.
- “Policy #73” means the University policy on INTELLECTUAL PROPERTY dated October 28, 1997 and amendments thereto.
- “Protection” shall mean taking any deemed necessary steps to secure Intellectual Property Rights for the SOFTWARE.
- “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 SOFTWARE to one or more third parties or from the use or sale of the SOFTWARE by such third parties;
- "Software" shall mean any type of creative work used as a program in conjunction with computer hardware, whether or not the work can be or is protected by patent or copyright, conceived by a Researcher in which an Intellectual Property Right exists and which is described more particularly in Appendix A hereto.
- “WatCo” shall mean the University of Waterloo, Waterloo Commercialization Office.

REVENUE SHARING

The Authors acknowledge and agree to apportion the Author's share of Revenue as follows:

<u>AUTHOR(S)</u>	<u>Percentage</u>
A. NAME	_____ %
B. NAME	_____ %
C. NAME	_____ %
<u>CONTRIBUTOR(S)</u>	<u>Percentage</u>
D. NAME	_____ %
E. NAME	_____ %
<u>OTHER PARTICIPANT(S)</u>	<u>Percentage</u>
F. NAME	_____ %
G. NAME	_____ %
Total	100 %

SCHEDULE “1”

**PARTIES PROVIDING RESEARCH\FUNDING SUPPORT
FOR THE DEVELOPMENT OF THE SOFTWARE**

<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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