

INTELLECTUAL PROPERTY AGREEMENT
for use with
POSTDOCTORAL FELLOWS

MEMORANDUM OF AGREEMENT made this ____ day of _____, _____.

BY AND BETWEEN:

(hereinafter called "Postdoctoral Fellow")

OF THE FIRST PART

- and -

THE UNIVERSITY OF SASKATCHEWAN, a body corporate under the laws of the Province of Saskatchewan,
(hereinafter called "The University")

OF THE SECOND PART.

WHEREAS it is the purpose and function of the University to encourage and promote research and to make available its facilities for such research in conjunction with its teaching programme and otherwise: and

WHEREAS The Postdoctoral Fellow working at The University, using its equipment and facilities, and may make valuable discoveries or inventions: and

WHEREAS it is mutually agreed by and between the parties that each should share in the financial and other benefits to be derived from the use of any such discovery or invention and that the greater part of any net income derived from discoveries or inventions shall be used to provide means for the advancement and expansion of scientific investigations, research, scholarly work and the educational purposes of the University.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto have mutually agreed as follows:

1. The Postdoctoral Fellow hereby assigns and agrees to assign to The University all rights in and to all discoveries or inventions, whether patentable or not, which may hereafter be made or conceived during the period of working at the university and relating directly or indirectly to the scientific or other scholarly work upon which the University of Saskatchewan is engaged at the University or arising out of such work; except that the disposition of any such discoveries or inventions which may arise directly from any sponsored research or project carried on under a contract or an agreement approved by The University shall be determined by the terms of the said contract or agreement.
2. The Postdoctoral Fellow agrees to submit promptly they are conceived, to The University all such discoveries and inventions and if The University does not wish to retain any of such discoveries or inventions it shall notify the Postdoctoral Fellow in writing accordingly and promptly having regard to the statutory time limits for filing patent applications. Upon receipt of such notice all rights in and to the discovery or invention specified in such notice shall revert to the Postdoctoral Fellow, who shall thereupon have the right to apply for protection upon such discovery or invention. With respect to any discovery or invention retained by The University, the Postdoctoral Fellow agrees to sign documents and give all assistance necessary to make application for protection thereon at the request of The University and to assign to The University all such applications for patent and all patents which may be issued upon such applications, and all expense incident thereto shall be borne by The University or by Canadian Patents and Development Limited.
3. In the event that a graduate student, student or other person in the employ of The University and not under contract with The University in terms hereof claims that he or she has discovered or conceived the discovery or invention disclosed, the Postdoctoral Fellow shall advise The University immediately of said claim. It is understood that the aforesaid claimant has the right to notify the Inventions Committee regarding his/her claim. In case of dispute between the claimant and the Postdoctoral Fellow, the question of which person has made the discovery or invention and possesses the right thereto, or the percentage contribution of each thereto as the case may be, shall be referred to the Inventions Committee, if said claimant agrees to accept the decision of the Committee. The decision of the Inventions Committee or a majority thereof shall be binding on both parties.
4. With respect to any discovery or invention of the Postdoctoral Fellow right to which are retained by The University and not assigned to Canadian Patents and Development Limited, it is agreed that The University shall be reimbursed out of the royalties or other cash considerations received by it pursuant to licenses granted under or the outright sale of patents or applications for patent or rights to the use of a discovery, for all expense incurred by it in respect of such discovery or invention subsequent to its submissions by The Member of Staff. It is further agreed that the Postdoctoral Fellow shall be paid by The University, in respect of any invention or discovery made, fifty percent of the net royalties or net cash considerations remaining after The University has been reimbursed for expenses under this clause; provided that where under the terms hereof it has been determined that the Postdoctoral Fellow and a claimant each have an interest in and to the said discovery or invention The Member of Staff shall receive his or her portion of the above mentioned fifty percent as determined by the Inventions Committee.
5. So long as any patent or application for patent assigned to The University hereunder is retained by it, The University shall pay all official fees and other expenses necessary to maintain the patent in force, and to prosecute such application. The University shall, however, have the right at any time to reassign to the Postdoctoral Fellow any patent or application for patent which it no longer desires to retain and from and after the date of such reassignment The University shall cease to be liable for any further expense in connection with such patent or application so reassigned. In any such case The University shall notify the Postdoctoral Fellow in reasonable time to permit the patent or application to be maintained.

6. Notwithstanding anything in the Agreement contained, The University shall be under no obligation to institute or defend any suit or proceeding based upon any patent assigned to it hereunder.

7. With respect to any discovery or invention of the Postdoctoral Fellow rights to which are assigned by The University to Canadian Patents and Development Limited, the University shall pay to the Postdoctoral Fellow, or to the member and any claimant as the Inventions Committee may determine, the percentage of the gross sum of money received by Canadian Patents and Development Limited by way of licensing fees or royalties or from the sale of these inventions and patents thereon and paid to The University in accordance with Section 9(a) of the Agreement between The University and the said Company.

8. The University will, within ninety (90) days after December 31st of each year, report to the Postdoctoral Fellow on the status of any invention or discovery made by the member and retained by The University to Canadian Patents and Development Limited.

9. The University agrees to appoint and maintain an Inventions Committee consisting of three (3) members, all of whom shall be members of the staff of The University and two (2) of whom shall be members of the academic staff and such Inventions Committee shall have the functions of 9 (a) assessing or obtaining an assessment of the merits of all discoveries and inventions in which The University has rights and advising The University on applications for patents; b) exercising general supervision over all matters pertaining to applications for patents or rights relating to inventions or discoveries assigned to The University by this Agreement; c) representing the joint interests of the University and the Postdoctoral Fellow in relation to such application for patents or right; d) determining the equitable shares which any associates of may have in any joint invention or discovery; e) determining the validity of any claim made pursuant to the provisions of Section 3 of this Agreement; f) making a recommendation to The University that rights in any invention or discovery should be granted to Canadian Patents and Development Limited under the terms of The University's agreement with Canadian Patents and Development Limited.

10. On the recommendation of the Inventions Committee, The University may transfer patents or other rights acquired under this Agreement in respect of any discovery or invention to Canadian Patents and Development Limited, and in consenting thereto the Postdoctoral Fellow agrees to accept in full payment of all obligations of The University under this Agreement, the scale of payments provided in Section 9(a) of the Agreement between Canadian Patents and Development Limited and The University.

12. The Postdoctoral Fellow will not sign any agreement or enter into any arrangement during the period of this Agreement with any business firm, corporation, or body granting funds for research which agreement or arrangement would have the effect of transferring to any person or body other than The University rights in and to discoveries or inventions which may be made during the course of such agreement or arrangement. The University on its part, subject to provision for sharing in the financial returns for discoveries and inventions as then determined, agrees to grant such permission freely where in its opinion such an agreement or arrangement is customary or is in conformity with the purposes of The University and the scholarly interests of the Postdoctoral Fellow. The signature of the President, or the Assistant to the President on a letter specifically granting permission or on an application for funds to a corporation or body whose regulations prescribe that the fund-granting organization shall retain an interest in inventions and discoveries, shall be satisfactory evidence of the prior permission of The University.

13. This Agreement shall ensure to the benefit of and be binding upon the executors, administrators and assigns of the Postdoctoral Fellow and the assigns of The University.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under seal as of the day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
in the presence of:

Postdoctoral Fellow

THE UNIVERSITY OF SASKATCHEWAN

for Chair of Board of Governors

for Secretary of Board of Governors