

CANADIAN CONTRACT CLAUSES

From the Collective Agreement between The Board of Governors Ryerson University and The Ryerson Faculty Association - In force until June 30, 2015

ARTICLE 25 - INTELLECTUAL PROPERTY

A. The University and the Association are committed to preserving the principles of academic and intellectual freedom and ensuring that all creators of intellectual property have their rights protected.

B. GENERAL

1. The first consideration of the University in this Article is to promote the teaching, scholarly, research, and creative activity of Members. The University further recognizes that the community it serves may also benefit from inventive and creative advancements in artistic, creative, technical and scientific knowledge which have been achieved at Ryerson.

2. The parties agree that ownership of intellectual property is recognized as an integral part of academic freedom.

3. No member shall be obliged to engage in the commercial exploitation of their work, nor to provide commercial justification for the direction of their research.

4. Members are free to publish or use other means to disseminate the result of their teaching or SRC duties.

[ARTICLE 25] D. PATENTS AND RELATED INTELLECTUAL PROPERTY

1. Articles D. 1 to D. 13 apply to inventions, integrated circuits, plant cultivars, trade-marks, and industrial designs. "Patents and related intellectual property" means any result of intellectual or artistic activity, created by a member or members that can be owned by a person excluding know how, data and works to which copyright alone attaches. Any provisions of this Article apply as well to a creator or a portion of patents and/or related intellectual property on a pro-rata basis.

2. Any decision concerning whether to seek patent protection rests exclusively with the creator(s).

3. Unless otherwise provided in the Article, the University makes no claim to any rights to any invention, improvement, design or development made by a member

and the rights to such invention, improvement, design or development and any patents arising from them shall be the sole property of the member.

4. A member shall give notice to the University in writing of any patent application made by him/her within three months of the date of such application and shall assert at that time whether it refers to an invention, improvement, design or development made with the "ordinary" or made with the "extraordinary"* support of the University. If the University fails to challenge in writing the assertion of the member within three months of the receipt of notification of the application, the University shall be deemed to have accepted as accurate the assertions set out in the member's notice. Failure by the member to give notice of a patent application within the prescribed three month time period shall maintain the University's rights until such notification. The burden of establishing the amount of extraordinary expenses incurred by the University shall lie on the University.

5. A member may, at his/her sole discretion, make his/her own arrangements for an application for patent, and for the commercial exploitation of any invention, improvement, design or development so patented, at his/her sole expense. In such case, the member shall enter into an agreement with the University which agreement shall provide that where the University has provided extraordinary support (as defined in this Article), the University shall recover those costs by taking not more than 50% of the net revenues in each year until such time as the University has recovered its extraordinary support. Thereafter, the University shall receive 40% of net revenues in each year. Where the University has provided ordinary support (as defined in this Article), the University shall be entitled to 10% of the net revenues in each year.

6. A member may, at his/her sole discretion, enter into an agreement with the University under which the University assumes carriage of costs (in Canada and elsewhere) of the patent application and of the costs (in Canada and elsewhere) of commercial exploitation. In such case, the member(s), or his/her/their designate(s), shall negotiate an agreement with the University, which agreement shall include provisions addressing the issues of patent ownership and revenues distribution. In no case shall such an agreement grant the creator less than 50% ownership (such amount to be divided among the creators where there are more than one), and in no case shall such an agreement grant the creator(s) less than 60% of net revenues in any given year, net revenues being understood as the revenues which remain after the University has recovered its extraordinary support costs.

7. For the purpose of Article D. 6 above, the member shall communicate to the Provost and Vice President, Academic, his/her desire to negotiate an agreement. Within ten (10) days of the receipt of such a request, the Provost and Vice President, Academic, or his/her designate, shall enter into negotiations with the member or his/her designate. If the parties fail to negotiate an agreement within

thirty (30) days of the start of such negotiations, the member or the University may submit the issue to arbitration, under Article 9 (Grievances).

8. Members have the right to withdraw from agreements with the University where the University has failed to bring appropriate skill and effort to bear on the exploitation over a period of time. In such a case the member may require all rights in the intellectual property to be reassigned to the member. In such a case the member shall arrange to reimburse the University for costs incurred.

- For the purposes of this Article, "extraordinary support" shall be understood as including support which is greater than "ordinary support". "Ordinary support" shall be understood as the faculty member's regular salary, stipends, allowances and benefits; personnel, equipment, supplies and facilities funded by regular Departmental or School or Faculty or Library or Counseling Services budgets; normal use of the Library and University computing facilities.
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