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APPENDIX 9

DECLARATION OF INVENTION

The purpose of this form is to notify the University and CUFA of your potential Invention and any relevant sponsorship and publication history. A copy of PART I of this form will be forwarded to CUFA, while both PARTS I and II will be used by the University to initiate appropriate procedures. This form should be submitted when something new and useful has been conceived or developed, or when unusual, unexpected or unobvious research results have been achieved and can be used. Please attach additional pages where space provided for answers is insufficient.

PART I

The term, Invention, means any new and useful art, process, machine, manufacture or composition of matter, living organisms, any technical innovation or discovery, including those related to computer programming, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, any technical innovation or discovery, including, without limiting the foregoing, recombinant or genetic processes, or compositions involving biological materials. In deciding upon a title for the Invention, please use a brief descriptive title to assist in identifying the Invention.

Title of Invention :

Declarant's Name: Declarant's Department:

Date of Declaration:

An Inventor is defined as any person who makes, discovers, or is directly responsible for an Invention, in whole or in part. In the context of the Invention which is being declared, "Inventor" shall refer to any Co-Inventor where there is more than one Inventor.

A Co-Inventor means any employee or student of the University, or any person from outside the University, who has made an inventive contribution to the Invention identified in this Declaration of Invention. Failure to identify and disclose all Co-Inventors will result in the delay or even denial of patent protection, since it may result in competing patent applications.

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Section 1. Concordia Inventors (including Declarer)

Please list all Concordia-based Inventors. Please reproduce this page 2 (Concordia Inventors) as often as required if there are more than two Concordia Inventors.

| INVENTOR | | | |
|-------------------------------|--|--------------------|--|
| Name | | Citizenship | |
| Title & Department | | | |
| Addresses | | | |
| Home | | | |
| University | | | |
| Telephone Numbers | | | |
| Home | | University | |
| Fax : | | E-mail | |

| INVENTOR | | | |
|-------------------------------|--|--------------------|--|
| Name | | Citizenship | |
| Title & Department | | | |
| Addresses | | | |
| Home | | | |
| University | | | |
| Telephone Numbers | | | |
| Home | | University | |
| Fax : | | E-mail | |

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Section 2. Inventors External to Concordia

Please list all Inventors external to Concordia, that is to say any Inventor who is not an employee, staff or student of Concordia. Please reproduce this page 3 (Inventors External to Concordia) as often as required if there are more than two Inventors external to Concordia.

| EXTERNAL INVENTOR | | | |
|------------------------|--|-------------|--|
| Name | | Citizenship | |
| Company/ University | | | |
| Addresses | | | |
| Home | | | |
| Company/ University | | | |
| Telephone Numbers | | | |
| Home | | University | |
| Fax : | | E-mail | |

| EXTERNAL INVENTOR | | | |
|------------------------|--|-------------|--|
| Name | | Citizenship | |
| Company/ University | | | |
| Addresses | | | |
| Home | | | |
| Company/ University | | | |
| Telephone Numbers | | | |
| Home | | University | |
| Fax : | | E-mail | |

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Section 3. Distribution of contribution to the Invention

This section sets out what proportion of inventive contribution each Inventor has made to the Invention. Please note that by signing this section, the Inventors acknowledge and warrant that: a) each of them and all of them are in agreement as to each Inventor’s inventive contribution to the Invention; and b) no other person has made an inventive contribution to the Invention.

| Name of Inventor | Contribution (%) | Signature | Date |
|-------------------------|-------------------------|------------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Total 100% | | |

Section 4. Funding

Please identify any source of funding used in the development of the Invention.

| Context of the development of the Invention | | | |
|--|--|--|--|
| A. | Is this Invention the result of research carried out under: | a) a contract? | Yes <input type="radio"/> No <input type="radio"/> |
| | | b) a grant? | Yes <input type="radio"/> No <input type="radio"/> |
| | | c) an inter-university collaboration? | Yes <input type="radio"/> No <input type="radio"/> |
| | | d) a material transfer agreement? | Yes <input type="radio"/> No <input type="radio"/> |
| | Other source : | | |

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| | | |
|---|--|--|
| B. | If there has been funding from any source, please provide the identity of the source of funding, the name of the project targeted by the funding, the reference number for the contract/grant which governs the project and the name of the principal investigator for the project: | |
| C. | Did any of the funding require assignment of any intellectual property rights associated with the Invention? | Yes <input type="radio"/> No <input type="radio"/> |
| If so, please provide all details and copies of all related documents: | | |
| D. | Have any of the Inventors signed a waiver of ownership? | Yes <input type="radio"/> No <input type="radio"/> |
| If so, please provide all details and copies of all related documents: | | |
| E. | Has the Invention been declared to the sponsor(s)? | Yes <input type="radio"/> No <input type="radio"/> |
| If so, please provide all details and copies of all related documents: | | |
| F. | Is this Invention a “Qualifying Invention” as this term is defined in Article 27.02 of the CUFA Collective Agreement? | Yes <input type="radio"/> No <input type="radio"/> |

Section 5. Third-Party Proprietary Material, Software, etc.

| Third-Party technology | | |
|---|--|--|
| Was this Invention developed with the use of any third-party proprietary biological, chemical or physical material or substance, or that relies on such material or substance? | Yes <input type="radio"/> No <input type="radio"/> | |
| Does the Invention incorporate or require proprietary third-party software? | Yes <input type="radio"/> No <input type="radio"/> | |
| If so, please provide all details and copies of all related documents: | | |

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Section 6. Concordia to Commercialize the Invention

In accordance with the CUFA Collective Agreement members are provided the option to pursue Commercialization efforts on their own behalf. This decision may be made at the time of disclosure of the Invention to Concordia, or within twenty-two (22) days of the determination that the Invention is a Qualifying Invention. Please consult Article 27 of the CUFA Collective Agreement for further details. Please choose only **one** of the options below.

| Commercialization | |
|--|--|
| The Inventors hereby declare their wish to submit this Invention to Concordia to seek its assistance in the Commercialization of this Invention. Such assistance from Concordia shall be carried out in accordance with the provisions of Article 27 of the CUFA Collective Agreement. | Yes <input type="radio"/> No <input type="radio"/> |
| OR | |
| The Inventors hereby declare their wish to invoke their right under Article 27.15 (a) or 27.16 (a) to make their decision in this regard within a period of twenty-two (22) days following the determination that this is a Qualifying Invention. | <input type="radio"/> |
| OR | |
| The Inventors hereby declare their wish to patent the Invention only. | <input type="radio"/> |

Section 7. Signatures of Inventors

Please note that by signing this Declaration of Invention, the Inventors confirm that the information they have provided in parts I and II of the Declaration of Invention is true and accurate to the best of their knowledge.

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| Signatures of Inventor(s) | | | |
|---|---|--|--|
| <p>_____ Name _____ Date</p> | <p>_____ Name _____ Date</p> | | |
| <p>_____ Name _____ Date</p> | <p>_____ Name _____ Date</p> | | |
| <p>_____ Name _____ Date</p> | <p>_____ Name _____ Date</p> | | |

Section 8. Confirmation of Office of Research

This section is to be completed by the Office of Research and will be signed once all the documents required by this form have been provided and all the relevant questions have been answered with such relevance being determined after consultation with the Declarant.

| DOI Confirmation of Completion | |
|---|--|
| Have all the required documents been provided? | Yes <input type="radio"/> No <input type="radio"/> |
| Have all the relevant questions been answered? | Yes <input type="radio"/> No <input type="radio"/> |
| <p>_____ Director, Office of Research</p> | <p>_____ Date</p> |
| Date sent to CUFA: _____ | |

IMPORTANT NOTE: *In accordance with the provisions of Article 27.12 of the CUFA Collective Agreement, Concordia reserves the right to challenge the information in this declaration. Should Concordia wish to challenge any characterization, the Declarant and CUFA shall be so advised in writing within twenty-two (22) days of the date on which the Declaration of Invention was confirmed to be complete by the Employer and signed by the Director of the Office of Research.*

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PART II

| |
|----------------------------|
| Title of Invention: |
| |

The information provided in this section shall be used for evaluating the commercial potential of the Invention and, with the exception of the information provided in 9A below, shall be kept strictly confidential.

Section 9. Description of the Invention

Please provide: A) a brief description of the Invention which may be used for marketing purposes and must therefore not contain any confidential information (it should describe what the market applications are and what advantages it has over existing products). B) Please also provide a more detailed description which answers the questions identified in section B below.

| |
|--|
| Description of the Invention |
| A. Brief description of the Invention : |
| Detailed Description |
| B. Please attach a detailed description of the Invention which: a) includes any graphs, pictures, flowcharts, drawings and anything else that may help to illustrate the Invention and b) answers the following questions: <ul style="list-style-type: none">▪ What problem does the Invention solve?▪ How has the problem been dealt with up to now?▪ What are the limitations of any existing product or technology and how does the Invention overcome such limitations?▪ What are the original aspects of the Invention?▪ Can you suggest any immediate uses for the Invention? Do you foresee any future applications of the Invention and if so, what are they?▪ Can you provide references in published literature or patents that relate to the Invention? |

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Section 10. Status of Invention at time of declaration

The purpose of this section is to determine the extent of development of the Invention and to what extent further development is required.

| Development Status of Invention | |
|--|----------------------|
| A. When was the Invention conceived? (For the sake of clarity, conception involves the formulation of the complete means for solving a problem. The mere recognition of a desirable result, or of a problem, or of a general approach to solving the same, without the formulation of the physical structure to accomplish that result or to solve the problem, will not suffice to constitute conception.) | _____ Date |
| B. When was the Invention first reduced to practice? | _____ Date |
| C. What is the extent of development of the Invention? (i.e. an idea, rough working model, prototype, etc.) | |
| D. Is work on the Invention continuing? Are there limitations to be overcome or other tasks to be done prior to practical application? Are there any test data? | |

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Section 11. Publications and other disclosures of the Invention

The answers provided to these questions will have a bearing on the ability to protect the Invention.

| Disclosure of the Invention | |
|------------------------------------|---|
| A. | <p>Has the Invention been disclosed by any of the Inventors to any other person or entity? (written or oral communication, publications, internal or external presentations, etc...)</p> <p>Yes <input type="radio"/> No <input type="radio"/> (If yes, please provide the date: _____ and, if in writing, a copy of the relevant documentation)</p> <p>If so, was it disclosed under the terms of a confidentiality agreement?</p> <p>Yes <input type="radio"/> No <input type="radio"/></p> <p>If so, please provide details:</p> |
| B. | <p>Do you intend to disclose the Invention in any way (including student theses) over the course of the next 6 months?</p> <p>Yes <input type="radio"/> No <input type="radio"/></p> <p>If so, when and to whom?</p> |

Section 12. Confidentiality and Commercialization of the Invention

The University and the Inventor(s) will take all reasonable, best effort measures to protect the confidentiality of the Invention. Until a determination has been made to (a) Patent and Commercialize without the assistance of the Employer; or (b) Patent and Commercialize with the assistance of the Employer; or (c) Patent without immediately Commercializing and the University and the Inventor(s) have duly signed either Appendix 10A or 10B of the CUFA Collective Agreement, as appropriate, no disclosure shall be made to third parties unless each party receiving the information has, prior to disclosure, entered into a Non-Disclosure Agreement with the University in relation to the Invention.

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Section 13. Standstill Provisions

- 13.1 Standstill Period.** The parties agree that from the date on which this DoI has been confirmed to be complete and signed by the Employer acting through the Office of Research (the Effective Date) there shall be a Standstill Period the total duration of which will not exceed forty-four (44) consecutive days. The Standstill Period is composed of the two following periods:
- (i) As per Article 27.12, the University shall have, for up to twenty-two (22) days, the exclusive right to verify and confirm the characterization of the Invention contained in the member's Declaration of Invention.
 - (ii) As per Article 27.14, the member shall have up to twenty-two (22) days after the University has confirmed that the Invention is a Qualifying Invention to determine whether to seek the assistance of the Employer to Commercialize or whether to pursue Commercialization without the assistance of the Employer or whether to seek patent protection without immediate Commercialization.
- 13.2 Exclusivity during Standstill Period.** The Inventor(s) and the University hereby agree that during the Standstill Period, the University shall have the sole and exclusive right and authority to deal with the Invention, to perform any evaluation, investigation or due diligence it may deem useful and that the Inventor(s) will cooperate fully with the University in this regard, providing relevant information and documentation as requested and signing all relevant authorizations or other relevant documents as and when requested to do so as part of the University's evaluation of this Invention. Further, during the Standstill Period, the Inventor(s) shall not disclose the Invention to any third party; nor shall the Inventor(s) transfer, assign, alienate, license or in any way deal with any part of their right, title and interest throughout the world in and to the Invention to any person whatsoever.
- 13.3 The Termination of the Standstill Period.** The Standstill Period will terminate upon the latest occurring of the following (a) the execution by the University and the Inventor(s) of a Commercialization agreement in the form set out in Appendix 10A of Article 27 of the CUFA Collective Agreement; (b) the execution by the University and the Inventor(s) of an agreement for member-led Commercialization in the form set out in Appendix 10B of Article 27 of the CUFA Collective Agreement; or (c) forty-four (44) days.
- 13.4 Where the Inventor(s) do not select a Commercialization option within 44 days.** Where the Inventor(s) has/have not signed an agreement with the University in the form set out in Appendix 10A or 10B at the termination of the Standstill Period Article 27.14 (2) shall apply, and the Inventor(s) shall be deemed to have selected the option set out under Article 27.14 (1) (b) and shall sign an agreement in the form set out in Appendix 10A.
- 13.5 Where the University fails to respond prior to the end of the Standstill Period.** Pursuant to Article 27.12 of the CUFA Collective Agreement, any challenge by the Employer shall be null and void unless received within the time limit provided for in section 13.1 (i) above. Failure to respond to the member within twenty-two (22) days shall be considered as an acceptance by the Employer of the Invention status declared by the member.
- 13.6 Dispute Resolution.** Any dispute arising from the application, interpretation or execution of this agreement will be subject to the dispute resolution provisions of Article 27 of the CUFA Collective Agreement.

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13.7 Language. The present agreement has been drawn up in English at the request of the parties. À la demande des parties, la présente entente est rédigée en anglais.

Signature of Inventor

Signature of University

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*For further information, please contact the Office of Research at 514- 848-2424 ext: 4888,
GM-1000*