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ARTICLE 6.30 – PATENTS

- 6.30.1 The Employer agrees that the Members have the unqualified right to publish their inventions. The Employer further agrees that the Members have no obligation to modify their research to enhance patentability nor, unless otherwise agreed, any obligation to seek patent protection for the results of their scientific work.
- 6.30.2 The Employer waives, disclaims and abandons any interest in or claims to any invention, improvement, design or development made by a Member or Members except where this has occurred with the use of the Employer's funds, personnel or equipment in which instance the conditions set out in Article 6.30.4 hereof shall apply. Unless otherwise provided in this Article, any invention or any patent arising therefrom shall be the sole property of the inventor.

invention, improvement, design or development to the Members, subject to the University and the Members sharing equally in the "net proceeds" as used in this Article shall mean the net profits derived from licensing or commercialisation of the patented product, equipment or process after deduction of all expenses incurred in patent searches, for obtained patent protection and for maintaining said protection in Canada and in other countries.

- 6.30.5 Members agree to disclose the q re66.30.5

unless otherwise provided for in this Article and shall affirm in writing at that time whether or not the discovery has been made and developed with the use of Employer's funds, personnel or equipment. The Employer may within one (1) month of receipt of the statement of the Member challenge in writing the assertion of the Member in regard to the circumstances of the discovery, in which case the matter shall be settled by arbitration as detailed in Article 11.15 Arbitration Procedure. Any challenge by the Employer shall be null and void unless received within the above noted time limit. If the Member(s) fails to disclose the existence of patent applications within three (3) months, it shall be understood that the Employer maintains its rights under this Article until such disclosure is made. Failure by the Employer to challenge the assertion of the Member within one (1) month shall constitute a waiver of any rights that the Employer may have had in such discovery.

6.30.6 For the purpose of interpreting Articles 6.30.2 to 6.30.5 above, payment of regular salary and benefits shall not be construed as use of the Employer's funds.

6.30.7 Members shall grant to the Employer a non-exclusive, non-transferable, irrevocable, indivisible, and non-transferable right to-

right

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- 6.30.10 Any revenue that the Employer may receive from inventions shall be dedicated to academic development and research with at least fifty percent (50%) of such income designated for academic development and research in the Faculty/Library with which the inventor is affiliated. These funds shall be maintained in a special account, which shall be open to the inspection of the President of the Union or the President of the Union's designate.
- 6.30.11 The Employer agrees that it shall not enter any agreement to sub-contract work or responsibilities already undertaken or possessed by the Employer and the Members without securing to the Members who may be seconded to or be employed by the sub-

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through a special contract with the Members,
which sets out terms in accordance with the
terms

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within the time limit, they shall receive a copy of those sections at a cost not exceeding the cost of the tape/film/recording or other medium upon which the work has been produced plus

