

TO: Members, Fine Arts Faculty Council

FROM: Mary Perri, Secretary, Fine Arts Faculty Council

DATE: October 3, 2014

Please be advised that the next meeting of Fine Arts Faculty Council will be held on Friday,
October 10, 2014 at 9:30 a.m. in EV 2-776.

AGENDA

1. Call to Order
2. Approval of the Agenda
3. Presentations:
 - 3.1. Provost/Vice-President, Academic, Benoit-Antoine Bacon and Chief Financial Officer, Patrick L. Kelley – Budget Update (9:30 a.m.)
 - 3.2. Vice-President, Research & Graduate Studies, Graham Carr – *Policy on Intellectual Property* consultation (with VPRGS team: Justin Powlowski, Shelley Sitahal, Me. Alison Beck) (10:00 a.m.)
4. Approval of the Minutes of the Meeting of September 12, 2014
5. Business arising from the Minutes
6. Chair's Remarks
7. Question Period
8. Appointments (FFAC-2014-07-D1)
9. Academic Affairs
 - 9.1. Report of the Associate Dean, Academic Affairs (FFAC-2014-07-D4)
10. Planning and Academic Facilities
 - 10.1. Report of the Associate Dean, Planning and Academic Facilities (FFAC-2014-07-D5)
11. Research
 - 11.1. Report of the Associate Dean, Research (FFAC-2014-07-D6)*
12. Committee Reports
 - 12.1. Board of Governors Report – Prof. Daniel Cross
 - 12.2. Senate Reports
 - 12.2.1. Prof. Johanne Sloan (Senate meeting of September 12, 2014)
 - 12.2.2. Prof. Eliza Griffiths (Senate meeting of October 3, 2014)
13. Other business
14. Next Meeting – November 14, 2014 at 9:30 a.m.
15. Adjournment

* These documents will be distributed at the meeting.

Report of the Intellectual Property (IP) Working group

Concordia University

Office of the Vice-President,
Research and Graduate Studies

May 2014

Executive summary

The IP working group examined issues surrounding the current University IP Policy (the “**Policy**”) and how it relates to students. In addition to input from working group members, which included students, faculty members, Faculty representatives, research and teaching administrators, and staff members responsible for operationalizing the Policy, the committee also considered IP policies at other universities.

There was consensus amongst working group members that the current Policy needs to be revised. The major concerns identified through discussion of the working group can be summarized as: 1) the Policy is perceived to be an impediment to student innovation in the context of course work and extracurricular activities, and as a barrier to industrial research sponsorship; 2) the Policy is difficult to understand, open to interpretation in places and, its objectives and scope are at times unclear.

To address these concerns, the working group recommends: 1) excluding student IP developed in the context of coursework and extracurricular activities from the Policy; 2) introducing language to clarify certain sections of the Policy, particularly those that address (i) the rights and roles of the university and inventors and (ii) the concept of “substantial use of university facilities”. A proposed draft revision of the current Policy that addresses the working group’s specific recommendations is included in the report.

In addition to the proposed revisions to the Policy, the working group recommends that education about IP be expanded and improved, to demystify IP and better prepare all members of the Concordia community to understand and manage IP and its related rights, protection and commercialization activities.

Working Group Report

Working Group Mandate: The mandate of the working group is to provide recommendations to the Vice-President, Research and Graduate Studies (“VPRGS”) about the University’s Policy on Intellectual Property ([VPRGS-9](#)) (the “IP Policy”), appended hereto as Appendix 1, as it relates to students.

Working Group Composition: Members of the working group were appointed by the VPRGS upon recommendation of the Faculty Deans, Provost, and Student Associations and include members from across the University, including representation from senior administration, faculty members, undergraduate and graduate students, and professional staff members responsible for operationalizing the IP Policy. They are:

Justin Powlowski (Chair)	Associate Vice-President, Strategy and Operations, Office of the Vice-President, Research and Graduate Studies
Alison Beck	Office of the General Counsel
John Capobianco	Faculty of Arts and Science
Gregory Gibson	Undergraduate Student Representative (ECA)
Bill Lynch	Faculty of Engineering and Computer Science
Christopher Moore	Faculty of Fine Arts Representative
Gene Morrow	Undergraduate Student Representative (CSU)
Lisa Ostiguy	Deputy Provost, Academic Administrator
Shelley Sitahal	Office of Research
Robert Sonin	Graduate Student Representative (GSA)
Cameron Tisshaw	Undergraduate Student Representative (CSU)
Paula Wood-Adams	Dean of Graduate Studies, Academic Administrator

Process: The working group met 3 times early in 2014: January 22, January 29, and March 4 to gather information, discuss the IP Policy and come up with recommendations. All working group members reviewed and agreed with the contents of this report and its appendices.

Background: The committee was struck by the VPRGS in response to criticisms that the IP Policy is unfair to students. On Nov. 18, 2013, the Engineering and Computer Science Association (“ECA”) student council passed a resolution that: (i) recommended that Concordia revise the IP Policy such that intellectual property

("IP") created by students would remain the legal property of the students responsible for its creation; and (ii) recommended that Concordia include ECA representatives on the review committee throughout the process of revising the IP Policy. The Faculty of Engineering and Computer Science Faculty Council also adopted a motion to request the University change its IP Policy to give students ownership of their IP.

A history of the IP Policy: Concordia's first IP Policy was approved by the President's Executive Group ("PEG") in April 2010 further to consultations with Academic Cabinet, CUFA, and CUPFA. The purpose of the IP Policy is to set forth the University's rules with respect to the ownership, dissemination, and commercialization of IP developed by Members, as defined in the IP Policy. Since its implementation in 2010, there have been two revisions of the IP Policy to incorporate minor modifications in November 2010, and again in November 2011 further to consultations with the School of Graduate Studies.

While the IP Policy sets forth as a default position the University's right to manage all IP that is subject to that policy, the IP Policy does recognize that certain situations and initiatives may warrant special treatment, and provides flexibility to the Office of research to manage these on a case-by-case basis. All members of the University, excluding CUFA members, are subject to the IP Policy. By contrast, at some other institutions, the IP policy is either silent on student IP or allows students to manage their IP where the development of such IP did not involve the use of significant university resources, or was not the result of a project governed by an agreement between the university and a sponsor.

Undergraduate students were written into Concordia's IP Policy because many had approached the Office of Research to help them in negotiations with third parties with respect to protection and commercialization of IP which, in the absence of a policy covering undergraduate student IP, was student-owned. Under these circumstances, the University could not act on the student's behalf in these negotiations, nor was there a clear path to allow the University to provide support to undergraduate students in protecting and commercializing their IP. Although such a mechanism exists through the current IP Policy, there is a strong perception in some quarters that the purpose of the IP Policy is to simply take over student IP.

Specific concerns about the current Policy: The working group provided a forum for representatives from student groups, Faculties, faculty, and the administration to voice their concerns and thoughts about the IP Policy, especially as it relates to students. The following is a summary of the main discussion points:

There is a lot of confusion about what the IP Policy says or does not say, and what it means. This was evident even from the discussion within the working group itself. It is problematic that one group of people understand the IP Policy to be a means by which the University seizes ownership and control of student IP, while another group's understanding is that it provides a framework for students to be provided access to mechanisms to encourage and support the protection and commercialization of IP, activities that are both extremely complex and costly. Through discussion, there was some convergence on these viewpoints. All members of the working group agreed that some of the confusion can be remedied by clearer language and additional explanations. In addition, it was felt it would help to have an accompanying document that is written in simpler terms and that clarifies the technical jargon for students and others in the University community, including faculty members.

Although the IP Policy excludes inventions that do not involve "substantial use of University facilities", there is no clear definition of what that means. Many university policies state that only IP created using significant or substantial university resources fall under their IP policies, and these policies go on to define what constitutes "significant" or "substantial". Our IP Policy provides no definition of "substantial use of University facilities", and as a result some people interpret, for example, simply being at the University and using one of its computers to constitute "substantial use". Most would agree that does not constitute grounds for laying claim to IP, but without a definition of the term "substantial use", the appropriate and intended interpretation is unclear.

The IP Policy includes students against their will. The majority of student representatives in the working group stated a clear preference to take control of their IP. The IP Policy currently is drafted so that every member of the University is subject to the IP Policy, with exclusions possible under some circumstances. It seems to be a common perception at Concordia that students give up their IP rights and do not get anything in return from the University, although in fact they participate in protection and commercialization activities, benefit from the university's IP mechanisms and structure through which patenting costs are paid by the University, and share in revenues in equal parts with the University. That said, the student representatives on the working group expressed a clear preference for a freedom of choice and control of decisions related to their IP.

The University is trying to make money from patentable works but not from copyrighted works. In some quarters there is irritation that there is an inconsistency

in how the University treats patentable works vs copyrighted works: it is perceived the University wants to make money from the former under the IP Policy, but not the latter. Although the intent, concept and execution of copyright is quite different from patentable works, there is in fact ongoing debate about whether certain works, such as software, should be copyrighted or patented, and whether the University should have an interest in artistic works. While the majority of universities make a similar distinction between copyrightable and patentable works in their IP policies, further discussion on this topic is warranted, particularly in light of the growth in gaming and “apps” research and development.

The Policy needs to be consistent with Collective Agreements. Some members of the University, in particular CUFA members, have IP processes written into their [Collective Agreements](#) (Article 27 of CUFA Collective Agreement). Any freedom of choice granted to students under the IP Policy must be consistent with the rights and obligations granted to CUFA members under the Collective Agreement. The working group accepted this premise and agreed that in cases where CUFA members are cog inventors with students, in order to ensure compliance with the CUFA Collective Agreement, the CUFA cog inventor(s) shall have the sole discretion to make decisions related to such jointlyg developed IP in accordance with the choices provided to CUFA members under their Collective Agreement.

The IP Policy should not apply to IP arising from coursework or innovation space projects. Although the IP Policy covers all IP created at the University, it can be argued that IP associated with work done in courses or during independent projects should be treated differently. When students are expected to bring and develop their own ideas, there is a perception that unless they are allowed to keep all rights to their IP, they will not bring their best ideas. Similarly, it is argued that when companies partner with students in Capstone or D3 projects, they expect to be able to keep the rights to the IP and not relinquish them to the University. This perception is not consistent with past experience, and the IP Policy in fact specifically excludes agreements with third party sponsors. As such, all IP arrangements with third party sponsors are possible, including ceding ownership of IP to a company sponsor. However, this has to be done on a case by case basis, and is time-consuming.

IP Policies at Other Institutions: IP policies at other universities were discussed at various points. The University of Waterloo (<https://uwaterloo.ca/secretariat-general-counsel/policies-procedures-guidelines/policy-73-intellectual-property-rights>) was referenced on several occasions as having a policy that should be emulated at

Concordia. Some members of the working group interviewed the Director of Research Services and Legal Counsel at Waterloo. Other universities, such as Penn State, specifically address the question of how IP arising during coursework is treated

(<http://www.research.psu.edu/patents/policies/student-ip/>). IP policies from universities such as Harvard, Carnegie-Mellon and Stanford have definitions of “substantial use” that were considered:
(http://otd.harvard.edu/resources/policies/IP/IP_Policy_Interpretation_re_Copyrights%20_5-1-12_.pdf and <http://www.cmu.edu/policies/documents/IntellProp.html> and <http://otl.stanford.edu/documents/studentbestpractices.pdf>).

McGill’s policy article 6.4, about cooperation between the Inventor and McGill’s Office of Technology Transfer (<http://www.mcgill.ca/files/international/ipcorrectfinal.pdf>), was brought up as an example of the type of language that might address concerns relative to the university taking “control” of student IP.

Proposed changes to the IP Policy: After considering the concerns identified above, a revised version of VPRGS-9 was drafted and presented to the working group as a way of visualizing how these concerns might be addressed. The as-tabled draft revised IP Policy was well received by the working group, with a request for additional changes to address the University’s exposure to risk. The working group agreed to submit the updated draft revision as part of the group’s report.

The main revisions proposed are summarized below. Unless defined in this report, capitalized terms have the meaning ascribed to them in the IP Policy:

- Introduction of the concept and definition of “Substantial Use of University Facilities” as a qualifier in the determination of whether or not IP developed using university resources is subject to the IP Policy.
- Exclusion of Student Intellectual Property (“SIP”) from the definition of Qualifying Invention and thus the exclusion of the applicability of the IP Policy with regard to IP developed by a student in the context of a “for credit” course which did not involve the Substantial Use of University Facilities, and which does not involve the inventive contributions of any other member of the University.
- The addition of articles relating to: (i.) Coursework and Extra-curricular Activities, in which the University disclaims any ownership or interest in any SIP; (ii.) anticipated mechanisms for third party sponsorship of student projects and assignment of rights to SIP – supporting documents are yet to be

elaborated; (iii.) the affirmation that a student is never obligated to participate in a project in which they are required to cede ownership of SIP; and (iv.) the elaboration of the second clause under “Qualifying Inventions” section of the IP Policy affirming the collaborative role between the University and Inventor in all commercialization activities.

- Inclusion of language that confers all rights to the University to evaluate and make a decision where a faculty member asserts rights in SIP; in the event the faculty member’s assertion is upheld by the University the IP shall be subject to the IP Policy in order to ensure compliance with the CUFA Collective Agreement.
- Clarification of rights and responsibilities in other sections of the document.

The working group noted that the language of some university IP policies is, in general, a lot “friendlier” than ours (e.g. Waterloo’s). While “friendlier” language is desirable, it was noted the mechanisms in these policies were sometimes unclear. A preference was stated for clarity over friendliness; however, it was recommended that an IP Policy FAQ be developed to help make the IP Policy more accessible and to anticipate questions that arise from it.

Implications of the proposed changes: The main implication of the proposed changes to the IP Policy is that IP created in the context of coursework and extracurricular activities (e.g., students clubs, D3), are clearly excluded from the IP Policy if such IP does not involve significant use of University resources, is not co-invented with a faculty member or is not subject to agreements with funding agencies or companies; students are therefore free to pursue IP protection and commercialization activities for such IP. Although the door is left open for students to approach the University for help in these activities, it is up to the University to decide whether to accept to be involved. In practice, under this approach it would be difficult for the University to get involved primarily due to the inherent barriers in carrying out due diligence investigations to clear title to the IP “after the fact”.

It is hoped the proposed revisions to the IP Policy will be a stimulus to fostering and promoting a culture of open innovation and entrepreneurship at Concordia through initiatives such as D3, increased participation in student club activities, and a sense of security for students that they can bring their best ideas to their course work.

With the proposed changes to the IP Policy, it will be important to educate students so that they are better prepared to manage their own IP. However, even without the proposed changes, it is important that students and faculty be better educated about

IP in general, and about the IP Policy. This is challenging because IP is a topic that can be rather complex and difficult to understand. Furthermore, current IP education workshops offered through GradProSkills and the Office of Research are poorly attended. The working group believes that additional measures are needed, such as providing IP curriculum in first and second year courses, and development of on-line education material about IP.

Approval Process: It was suggested during working group discussions that once there is a new version of the IP Policy, it should be sent to Faculty Councils for consultation, and approved by Senate because of its impact on the academic sector. Some committee members agreed with this suggestion. Others expressed concerns relative to the timing of the adoption of the modifications to the revisions to the IP Policy through this mechanism citing on-going initiatives (e.g. D3 and Capstone) that could benefit from a timely resolution to this matter. An alternative two-pronged approach was suggested in which the modifications could be submitted to the PEG for approval/implementation and, in parallel submitted to Senate for consultation and/or approval; any concerns that may be identified by Senate can be addressed at a later date through a further amendment to the IP Policy.



POLICY ON INTELLECTUAL PROPERTY

Effective Date: November 10, 2011

Originating Office: Office of the Vice-President, Research and Graduate Studies

Supersedes /Amends: November 16, 2010

Policy Number: VPRGS-9

PREAMBLE

The University affirms the principles of wide freedom of research and of free publication of the information generated. This Intellectual Property, as defined below, is the product of individual or group effort and imagination normally developed within the University's academic activity and making use, in most instances, of space, equipment and resources provided by the University for research and teaching purposes.

To carry on research solely or even primarily in anticipation of profits would be incompatible with the University's mission. However, it must be recognized that Inventions often serve the public interest best when they reach the private sector under appropriate agreements and are protected by patents and/or Copyright.

Even though some Inventions may not be suitable for intellectual property protection, the University and the Inventor(s) have a responsibility to promote the development and utilization of all Inventions in an appropriate manner. The University considers the Inventor(s) and the University to have a shared interest in Inventions and, as such, both parties should be able to benefit financially from such Inventions.

The University has entered into agreements with entities whose functions are to pursue activities related to commercializing the broad scope of research and development at the University.

PURPOSE

This Policy sets forth the University's rules with respect to the ownership, dissemination, and Commercialization of Intellectual Property developed by Members, as defined below.

SCOPE

This Policy does not supersede any provisions of the [CUFA](#) or [CUPFA](#) collective agreements nor the provisions of the *Policy on Postdoctoral Fellows* ([VPRGS-4](#)) dealing with Intellectual Property.

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More specifically, nothing in this Policy shall replace or supersede any provision set out in any collective agreement to which the University is a party nor shall this Policy be applied in such a way as to detract from the rights of unions to defend the interests of their members and to exercise their rights under a collective agreement. In particular, nothing in this Policy shall be construed as detracting from the rights of a Member or a union from contesting any actions taken pursuant to this Policy in accordance with the grievance provisions of the relevant collective agreement. This Policy applies to all Members of the University, as defined below, and supersedes any Faculty, Departmental or Research Unit policy or guidelines with respect to Intellectual Property that may be in existence as of the effective date. Any agreements in respect to Intellectual Property, as defined below, that have not been signed in accordance with the University's *Policy on Contract Review, Signing and Required Approvals* ([BD-1](#)) shall be considered null and void.

DEFINITIONS

For the purposes of this Policy:

Author means the person who has written or created a Work.

Commercialization means the act of making an Invention or Work available for distribution and sale on the market.

Commissioned Work means any Work that has been so declared in a specific, written agreement between the University and the Author.

Copyright has the meaning assigned to it by the [Copyright Act](#).

Copyright Act means the [Copyright Act](#) of Canada as that Act may be amended from time to time or any successor legislation.

Declaration of Invention means the document signed by the Inventor(s) and third party Inventor(s), as the case may be, by which an Invention is disclosed to the University.

Independent Invention means any Invention or Work developed in the course of private research or other activity unconnected with the Author's/Inventor's University studies or duties which has not involved the use of University-administered funds, facilities, staff or students and has not been supported by any grant or contract administered through the University.

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Intellectual Property means any proprietary information that can be the subject of Copyright or patent protection or any similar proprietary protection and which creates in the holder of the rights an interest in property.

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.

Inventor means any person who makes, discovers, or is directly responsible for an Invention, whether in whole or in part.

Co-Inventor means any individual, whether from the University or from outside the University, who has made an inventive contribution to the Invention identified in the Declaration of Invention.

Member includes:

- all part-time faculty members with respect to the provisions of this Policy that do not conflict with the provisions of the CUPFA collective agreement
- all academic staff not governed by the Intellectual Property provisions of a collective agreement with the University (i.e. visiting professors)
- all administrative, professional and support staff including technicians, teaching and research assistants and research personnel
- all academic and non-academic senior administrators
- all persons engaged in study or research at the University who, as a condition of being granted access to the University's premises or facilities, have agreed to or who are covered by a policy which deems them to be subject to this Policy
- all students including those who are visiting from other institutions.

Moral Rights has the meaning assigned to it by the [Copyright Act](#).

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Net Proceeds means the difference between Specified Revenues and Specified Costs. For purposes of reporting and distribution, Net Proceeds shall be calculated annually.

Qualifying Invention means any Invention made by Members, in whole or in part:

- i) in the course of their studies, duties, or research activities at the University; or
- ii) on University premises making use of University facilities; or
- iii) with material support from the University, whether direct or indirect; or
- iv) under a Sponsorship Agreement entered into by the University; or
- v) with the use of University funds, facilities, staff and/or students.

Software shall mean programs used to operate computers and related devices.

Specified Costs means all costs associated with the Commercialization of an Invention or a Work including, as appropriate, the costs of applying for and obtaining a patent and associated legal fees and disbursements, and all legal costs associated with defending patent rights or other intellectual property rights against infringement.

Specified Revenues means all annual payments, whether lump sum or in the form of royalties or both, whether in the form of cash, shares, options or any other cash equivalent resulting from the Commercialization of an Invention or Work received by the University or the Inventor.

Sponsorship means any support, whether by means of monetary support, the right to use facilities, personnel, or other resources provided by a third party and includes support from both public and private grants and contracts. Such sponsorships shall be detailed in writing.

Sponsorship Agreement means (i) any research agreement, (ii) any granting organization's guidelines, rules and regulations, and (iii) any other agreement, which governs a Sponsorship.

Work shall mean any Intellectual Property that is eligible for Copyright protection.

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POLICY

Exclusions

1. Three categories of Inventions or Works are excluded from this Policy:
 - i) Inventions or Works made by Members in the course of private research unrelated to their University studies or duties when such activities do not involve any substantial use of University facilities;
 - ii) Inventions or Works made under Sponsorship Agreements. Where Sponsorship Agreements provide partial or complete rights to Inventions or Works to a third party but allow the payment of royalties to the University, the distribution of those fees to the Inventor(s) shall be as set out in Sections 16 and following below;
 - iii) Scholarly writings and productions as well as artwork and other similar creative or research products, whether in traditional or non-traditional physical or electronic forms, unless such Works are Commissioned Works or created as a result of a Sponsorship Agreement.
2. Notwithstanding Section 1 above, the following shall be covered by this Policy:
 - i) Inventions or Works created by a Member of the University as a result of a Sponsorship Agreement where Intellectual Property rights are not determined by specific terms of the Sponsorship Agreement;
 - ii) Works created by a Member of the University as a result of a formal agreement with the University wherein Copyright is determined by specific terms of that agreement;
 - iii) Certain written works which may be patentable;
 - iv) Computer Software unrelated to the support of writing and publishing or which does not form part of an artwork.

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Office of the Vice-President, Research and Graduate Studies

3. The Office of the Vice-President, Research and Graduate Studies shall have overall responsibility for this Policy and shall investigate and decide upon matters relating to technology transfer and to the disposition of the Inventions covered by this Policy.

Any disputes arising from the application of this Policy shall be brought, in a timely manner, to the attention of the Office of the Vice-President, Research and Graduate Studies for resolution.

4. The Office of the Vice-President, Research and Graduate Studies may issue written Guidelines regarding this Policy.

Disclosure

5. All Members who have produced an Invention shall complete a Declaration of Invention in which the Member states whether the Invention is an Independent Invention or a Qualifying Invention. It is understood that the University maintains its rights under this Policy should the Member fail to disclose the existence of a Qualifying Invention and the proceeds of its Commercialization.

It is acknowledged that publications or other forms of public disclosure may jeopardize the protection, including patentability, of Inventions. Inventors are encouraged to consult with the Office of the Vice-President, Research and Graduate Studies in the early stages of discovery.

PROTECTION AND COMMERCIALIZATION

Independent Inventions

6. The University has no interest in or claim to any Independent Invention. Such Inventions and any patents arising from them shall be the sole property of the Inventor. However, a Member and the University may enter into an agreement to Commercialize an Independent Invention. The sharing of Net Proceeds will be consistent with the distribution set out in Sections 16 and following below.

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Qualifying Inventions

7. The University may, at its discretion, assume the total financial and management responsibility for obtaining intellectual property protection of a Qualifying Invention, negotiating assignments or licensing and taking whatever other steps are deemed necessary for the Commercialization of the Invention. The University may license or assign the Invention to third parties.
8. Upon request from the University, the Inventor(s) shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the Office of Vice-President, Research and Graduate Studies may require, from time to time, to proceed with the protection and Commercialization of the Inventions. This in no way alters the rights of the Inventor(s) to his/her share of the Net Proceeds (see Sections 16 and following below).
9. Should the University choose not to proceed with the protection of the Intellectual Property of a Qualifying Invention which does not include the substantive, creative or inventive contribution of an Inventor(s) governed by a collective agreement, the Inventor(s) may pursue such protection and Commercialization at his/her own cost, subject to the prior written approval of the Office of the Vice-President, Research and Graduate Studies. In such event:
 - i) The University shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as may reasonably be required, from time to time, to allow the Inventor(s) to proceed with the protection and Commercialization of the Inventions.
 - ii) The Inventor(s) shall be deemed to have granted to the University a non-exclusive, royalty free, irrevocable, indivisible, non-transferable license, including the right to sub-license, to use the Invention for any University purpose(s). This right may be suspended only for the duration of the process necessary to protect the Intellectual Property.
 - iii) Licenses and other agreements negotiated by the Inventor(s) shall be on fair market terms and conditions and shall include provisions covering: a) indemnification to benefit the University; b) a disclaimer of warranties; c) a prohibition of the use of the University's name without its consent; and (d) confirmation of the license to the University granted pursuant to Section 9 ii.

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above. All negotiations and commitments made by the Inventor(s) shall be previously approved in writing by the University failing which such negotiations or commitments shall be null and void.

- iv) Any Net Proceeds shall be divided as set out in Sections 16 and following below.

General Provisions

10. When the Inventor(s) is managing the Invention, he/she shall report annually on the management of the Invention and no license or assignment may be executed with respect to a Qualifying Invention without the knowledge of the University. Ongoing research sponsored by parties with a financial interest may take place on University premises and/or involve the use of University facilities only if the University and the Inventor(s) develop a memorandum of agreement.
11. When at least one of the Inventors(s) is governed by the [CUFA collective agreement](#), the mechanisms, procedures and supporting Appendices, including the relevant Declaration of Invention, to that collective agreement shall apply to all University Co-Inventors.
12. Invention(s) made without the inventive contribution of a Member governed by the [CUFA collective agreement](#) are subject to the procedures established in the Supporting Procedures for Inventions, including the relevant Declaration of Invention.

Confidentiality

13. The Inventor(s) and the University involved in any Commercialization process shall be bound by the following confidentiality provisions:
 - i) The Member(s) agree not to disclose and to maintain in confidence the Intellectual Property and any improvements. Where the University assumes the management responsibility for obtaining intellectual property protection of a Qualifying Invention, the Inventor(s) shall advise the University in writing at least ninety (90) days in advance of any proposed disclosure relating to the Intellectual Property or improvements. If, at its sole discretion, the University determines that such a proposed disclosure may adversely affect the patentability or protection by any other means of the Intellectual Property or improvements, the University reserves the right to require that the Inventor(s) delay such proposed disclosure for a period not to exceed six (6) months.

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- ii) Confidential information includes all of the following: all material, including any text, letter, memorandum, sound recording, videotape, film, photograph, chart, graph, map, survey, diagram, model, sketch, book, technical data, research documentation and generally any information relating to the Intellectual Property that is recorded or stored by means of any device (the “**Confidential Information**”).
 - iii) The Inventor(s) agree:
 - (a) to maintain the secrecy and confidentiality of the Confidential Information;
 - (b) not to disclose any Confidential Information to a third party, except where the University has entered into a written agreement with such third party which binds the third party to obligations of confidentiality and restricted use which are no less onerous than those imposed hereunder before any such disclosure;
 - (c) not to use any Confidential Information for any purposes other than those agreed to with the University;
 - (d) only to disclose the Confidential information to those (i) who have a need to know the information and (ii) who have been informed of the confidential nature of the Confidential Information.
14. The obligations of confidentiality set out above do not apply to information that:
- i) has been published or has otherwise entered the public domain without a breach of this Policy;
 - ii) is obtained from a third party who has no obligation of confidentiality; or
 - iii) is independently developed or obtained by the receiving party without breach of this Policy.
15. Any request for disclosure of Confidential Information shall be referred to the Office of the Vice-President, Research and Graduate Studies.

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Distribution of Revenues Generated by Commercialization

16. The division of Net Proceeds shall be made as follows:

- i) fifty percent (50%) to the Inventor(s), fifty percent (50%) to the University.
- ii) Notwithstanding Section 16 i. above, where the University refuses at the outset, pursuant to Section 9, to Commercialize a Qualifying Invention, the division of the Net Proceeds shall be ninety-five percent (95%) to the Inventor(s) and five percent (5%) to the University.

All amounts owed shall be paid on an annual basis in Canadian funds. Revenue received in a currency other than Canadian dollars shall be converted into Canadian dollars at the rate of exchange in effect on the date such sums were received.

17. All amounts owed in Net Proceeds shall be shared in accordance with the “Distribution of Revenues” proportions detailed in the Declaration of Invention.

18. In the event that either the University or the Inventor(s) directly or indirectly acquires, in any form, including equity, an interest in an enterprise involved in the Commercialization of the Invention as part of an assignment or license, such interest shall be divided between them, barring agreement to the contrary, on the same basis as the division of Net Proceeds outlined above.

19. It is the responsibility of each Inventor to promptly advise, in writing, and no later than May 31st of each calendar year, the Office of the Vice-President, Research and Graduate Studies of any change in their personal contact information, failing which, any Net Proceeds payable to that Inventor will revert to the University to be used at the University’s sole discretion.

Miscellaneous Provisions

20. All Inventor(s) of a Qualifying Inventions, to the exclusion of Co-Inventor(s) governed by the CUFA or CUPFA collective agreements, shall be deemed to have automatically assigned the Intellectual Property of such Invention to the University and they may not otherwise use, improve or exploit such Invention absent a written agreement with the University.

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21. Where appropriate, the University shall credit the Inventor(s) in connection with the use made by the University of the Invention.
22. Where a third party, not a Member of the University, is a Co-Inventor of a Qualifying Invention, the Member-Inventor(s) shall not consent to any plan to Commercialize without the prior written approval of the Office of the Vice-President, Research and Graduate Studies.
23. The University's name, or any reference to the University, whether explicit or implicit, will not be used in connection with the development of an Invention without the express, prior written consent of the University.

COPYRIGHT

24. Copyright protects the right of expression and the right to publish, reproduce and distribute that expression. More particularly, in relation to a specific Work, Copyright means the sole right to produce or reproduce a Work or any part thereof in any form or in any medium chosen, to perform the Work or any part thereof in public or, if the Work is unpublished, to publish the Work or part thereof.
25. Copyright applies to all original Works as that term is understood by the [Copyright Act](#), including but not limited to: scholarly, scientific, literary, dramatic, musical, artistic and recorded works, in any material or electronic form.
26. Where the Work is a Commissioned Work from the University or the result of a Sponsorship, the right to Copyright and the rights to royalties or other income shall be determined by the terms of that commission or Sponsorship Agreement. In the case of a Work commissioned by the University, unless the terms of the commission state otherwise, the Copyright shall remain with the University.

Except as provided for above, the Member will retain the Copyright of any other Work(s). The University has no interest in or claim in any such Work(s), whether published or not.

27. Notwithstanding Section 26 above, the Member shall be deemed to have granted to the University a non-exclusive, royalty-free, irrevocable, indivisible, non-transferable license to use the Work for any University purpose(s), provided that the Author is credited in every use and the University is entitled, at its sole discretion, to use, correct, update,

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modify or replace any Work or any part of any Work without obtaining subsequent approval from the Member.

28. Except as may be provided in a Sponsorship Agreement, it is acknowledged that Members who are financially or otherwise supported by the University have the right to publish such research results, subject to the following:

- i) The supervising professor shall be provided with copies of any proposed publication at least ninety (90) days in advance of disclosure of such publication.
- ii) If the supervising professor does not object, in writing, to such disclosure within forty-five (45) days of receipt of such copies, the Member shall be free to proceed with the publication. In the event written objection is made, the parties shall work towards an acceptable version of the publication within sixty (60) days of receipt of the original copies.
- iii) Should parties be unable to reach an agreement with respect to such publication within the sixty (60) day period provided for in Section 28 ii above, the matter shall be immediately submitted by the supervising professor to the Dean of the relevant faculty for a final decision. Such final decision shall be rendered within thirty (30) days from the date the matter was submitted to the Dean in writing.
- iv) Unless otherwise agreed to in writing with the supervising professor, the supervising professor shall be the corresponding author on all publications and thus the point of contact with a publisher. Authorship rights of the Member will be recognized in publications based on and in proportion to his/her intellectual contribution.

The University reserves the right to demand that the University's name and/or that of any of its Members be removed from any publication.

29. Notwithstanding Section 28 above, unless otherwise agreed to in a Sponsorship Agreement, the University retains ownership of the research results. A student may be granted the right to commercialize or otherwise use, improve or exploit the Intellectual Property associated with such research results, subject to provisions in a Sponsorship Agreement and the prior written agreement of the University.

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30. Upon submission of a thesis by a graduate student, the graduate student shall be deemed to have granted the University a non-exclusive, royalty free license to reproduce, archive, preserve, conserve, communicate to the public by telecommunication or on the internet, loan, distribute the thesis worldwide for non-commercial purposes, in any format including electronic. In the event of a deferment of a thesis for distribution or publication, it is understood that the University's license to communicate, loan and/or distribute shall only take effect as of the expiry of the agreed upon deferment period.
31. Except as may be provided in a Sponsorship Agreement, the Member shall retain Moral Rights to any Work at all times.
32. In the event that the University or assignee relinquishes its rights in any Work, all rights shall revert back to the Member(s).

General Provisions

33. The use of Intellectual Property belonging, in whole or in part, to a third party is strictly prohibited absent the prior written permission of the rightful owner of such Intellectual Property. The Office of Research shall be immediately informed of such intended use and shall be provided with a copy of the written permission of the rightful owner of the Intellectual Property in question.
34. Where appropriate, the provisions of this Policy shall apply to all Co-Inventors or Co-Authors.
35. In the event of the death of a Member, his/her rights under this Policy shall revert to the estate or succession of the Member.



POLICY ON INTELLECTUAL PROPERTY

Effective Date: ~~November 10, 2011~~XX

Originating Office: Office of the Vice-President, Research and Graduate Studies

Supersedes /Amends: VPRGS-9/ November 10~~6~~, ~~2010~~2011 **Policy Number:** VPRGS-9

PREAMBLE

The University affirms the principles of wide freedom of research and of free publication of the information generated. ~~This~~ Intellectual Property, as defined below, is the product of individual or group effort and imagination normally developed within the University's academic activity and making use, in most instances, of space, equipment and resources provided by the University for research and teaching purposes.

To carry on research solely or even primarily in anticipation of profits would be incompatible with the University's mission. However, it must be recognized that Inventions often serve the public interest best when they reach the private sector under appropriate agreements and are protected by patents and/or Copyright.

Even though some Inventions may not be suitable for intellectual property protection, the University and the Inventor(s) have a responsibility to promote the development and utilization of all Inventions in an appropriate manner. The University considers the Inventor(s) and the University to have a shared interest in Inventions and, as such, both parties should be able to benefit financially from such Inventions.

The University has entered into agreements with entities whose functions are to pursue activities related to commercializing the broad scope of research and development at the University.

PURPOSE

This Policy sets forth the University's rules with respect to the ownership, dissemination, and Commercialization of Intellectual Property developed by Members, as defined below.

SCOPE

This Policy does not supersede any provisions of the [CUFA](#) or [CUPFA](#) collective agreements nor the provisions of the *Policy on Postdoctoral Fellows* ([VPRGS-4](#)) dealing with Intellectual Property.

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More specifically, nothing in this Policy shall replace or supersede any provision set out in any collective agreement to which the University is a party nor shall this Policy be applied in such a way as to detract from the rights of unions to defend the interests of their members and to exercise their rights under a collective agreement. In particular, nothing in this Policy shall be construed as detracting from the rights of a Member or a union from contesting any actions taken pursuant to this Policy in accordance with the grievance provisions of the relevant collective agreement. This Policy applies to all Members of the University, as defined below, and supersedes any Faculty, Departmental or Research Unit policy or guidelines with respect to Intellectual Property that may be in existence as of the effective date. Any agreements in respect to Intellectual Property, as defined below, that have not been signed in accordance with the University's [Policy on Signing Authority and Required Approvals \(BD-1\)](#) shall be considered null and void.

DEFINITIONS

For the purposes of this Policy:

Author means the person who has written or created a Work.

Co-Inventor means, where there is more than one Inventor with respect to an Invention, any individual, whether from the University or from outside the University, who has made an inventive contribution to the Invention identified in a Declaration of Invention.

Commercialization means the act of making an Invention or Work available for distribution and sale on the market.

Commissioned Work means any Work that has been so declared in a specific, written agreement between the University and the Author.

Copyright has the meaning assigned to it by the [Copyright Act](#).

Copyright Act means the [Copyright Act](#) of Canada as that Act may be amended from time to time or any successor legislation.

Declaration of Invention means the document signed by the Inventor(s) and third party Inventor(s), as the case may be, by which an Invention is disclosed to the University.

Independent Invention – means any Invention or Work made by any Member developed in the course of private research or other activity unconnected with the ~~Author's/Inventor's~~ Member's

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University ~~studies or~~ duties which has not involved the use of University-administered funds, and/ or the Substantial Use of University Facilities, as such term is defined below, and/or that facilities, staff or students and has not been supported by any grant or contract administered through the University.

Intellectual Property means any proprietary information that can be the subject of Copyright or patent protection or any similar proprietary protection and which creates in the holder of the rights an interest in property.

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.

Inventor means any person who makes, discovers, or is directly responsible for an Invention, whether in whole or in part.

~~*Co-Inventor* means any individual, whether from the University or from outside the University, who has made an inventive contribution to the Invention identified in the Declaration of Invention.~~

Member ~~includes~~ means:

- all part-time faculty members with respect to the provisions of this Policy that do not conflict with the provisions of the CUPFA collective agreement
- all academic staff not governed by the Intellectual Property provisions of a collective agreement with the University (i.e. visiting professors)
- all administrative, professional and support staff including technicians, teaching and research assistants, and research personnel
- all academic and non-academic senior administrators
- all persons engaged in study or research at the University who, as a condition of being granted access to the University's premises or facilities, have agreed to or who are covered by a policy which deems them to be subject to this Policy

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(the above -collectively referred to as "Non-Student Member")

- all students including those who are visiting from other institutions (hereinafter referred to as "Student Member" or "Student")

Moral Rights has the meaning assigned to it by the [Copyright Act](#).

Net Proceeds means the difference between Specified Revenues and Specified Costs. For purposes of reporting and distribution, Net Proceeds shall be calculated annually.

Qualifying Invention means any Invention, excluding Student Intellectual Property, made by Members, in whole or in part:

- i) in the course of carrying out their studies, their duties, or research activities at the University; or
- ii) on University premises making Substantial Use of University facilities; or
- ~~iii) with material support from the University, whether direct or indirect; or~~
- ~~iv) iii) _____ under a Sponsorship Agreement entered into by the University; or~~
- ~~v) with the use of University funds, facilities, staff and/or students.~~

Software shall mean programs used to operate computers and related devices.

Specified Costs means all costs associated with the Commercialization of an Invention or a Work including, as appropriate, the costs of applying for and obtaining a patent and associated legal fees and disbursements, and all legal costs associated with defending patent rights or other intellectual property rights against infringement.

Specified Revenues means all annual payments, whether lump sum or in the form of royalties or both, whether in the form of cash, shares, options or any other cash equivalent resulting from the Commercialization of an Invention or Work received by the University or the Inventor.

Sponsorship means any support, whether by means of monetary support, the right to use facilities, personnel, or other resources provided by a third party and includes support from both public and private grants and contracts. Such sponsorships shall be detailed in writing.

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Sponsorship Agreement means (i) any research agreement, (ii) any granting organization's guidelines, rules and regulations, and (iii) any other agreement, which governs a Sponsorship.

Student Intellectual Property means any Inventions or Works conceived, developed or first reduced to practice by a Student as work product of a "for credit" course or extra-curricular activity where such activity is not governed by a Sponsorship Agreement and/or does not involve the Substantial Use of University Facilities, and where such Invention or Work was conceived, developed or first reduced to practice without the inventive contribution of a Non-Student Member.

Substantial Use of University Facilities means extensive use of major University laboratory, studio or computational facilities, or human resources. Use will be considered "extensive" and facilities will be considered "major" if similar use of similar facilities would cost the Member more than \$5000 CDN (five thousand Canadian dollars) in constant 2014 dollars if purchased or leased in the public market. For the avoidance of doubt, the following do not constitute Substantial Use of University Facilities: incidental use of a facility; extensive use of a facility commonly available to Members (such as libraries, computer networks and wireless access, and offices).

Work shall mean any Intellectual Property that is eligible for Copyright protection.

POLICY

Exclusions

1. Three categories of Inventions or Works are excluded from this Policy:
 - i) Inventions or Works made by Members in the course of private research unrelated to their University studies or duties when such activities do not involve ~~any the substantial~~ Substantial Use of University ~~facilities~~Facilities;
 - ii) Inventions or Works made under Sponsorship Agreements. Where Sponsorship Agreements provide partial or complete rights to Inventions or Works to a third party but allow the payment of royalties to the University, the distribution of those fees to the Inventor(s) shall be as set out in Sections ~~16-22~~ and following below;

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- iii) Scholarly writings and productions as well as artwork and other similar creative or research products, whether in traditional or non-traditional physical or electronic forms, unless such Works are Commissioned Works or created as a result of a Sponsorship Agreement.

2. Notwithstanding Section 1 above, the following shall be covered by this Policy:

- i) Inventions or Works created by a Member ~~of the University~~ as a result of a Sponsorship Agreement where Intellectual Property rights are not determined by specific terms of the Sponsorship Agreement;
- ii) Works created by a Member ~~of the University~~ as a result of a formal agreement with the University wherein Copyright is determined by specific terms of that agreement;
- iii) Certain written works which may be patentable;
- iv) Computer Software unrelated to the support of writing and publishing or which does not form part of an artwork;

~~Office of the Vice President, Research and Graduate Studies~~

~~3. The Office of the Vice President, Research and Graduate Studies shall have overall responsibility for this Policy and shall investigate and decide upon matters relating to technology transfer and to the disposition of the Inventions covered by this Policy.~~

~~Any disputes arising from the application of this Policy shall be brought, in a timely manner, to the attention of the Office of the Vice President, Research and Graduate Studies for resolution.~~

~~4. The Office of the Vice President, Research and Graduate Studies may issue written Guidelines regarding this Policy.~~

Disclosure

~~5.3.~~ All Members who have produced an Invention shall complete a Declaration of Invention in which the Member states whether the Invention is an Independent Invention, Student Intellectual Property or a Qualifying Invention. It is understood that the University

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maintains its rights under this Policy should the Member fail to disclose the existence of a Qualifying Invention and the proceeds of its Commercialization.

It is acknowledged that publications or other forms of public disclosure may jeopardize the protection, including patentability, of Inventions. Inventors are encouraged to consult with the Office of the Vice-President, Research and Graduate Studies in the early stages of discovery.

COURSEWORK AND EXTRA-CURRICULAR ACTIVITIES

4. The University does not claim any ownership of or interest in any Student Intellectual Property.
5. When a sponsor wishes to use or otherwise rely on Student Intellectual Property, the sponsor is required to sign the Student Research Sponsorship Acknowledgement appended hereto as **Annex XX** in which the sponsor: 1) acknowledges that the Student Intellectual Property and any related results are not warranted by the University; 2) indemnifies the University against the use of the Student Intellectual Property and related results; and 3) acknowledges the Student Intellectual Property and related results are not the work of the University.
6. Situations may arise in certain courses or extra-curricular activities where a Student is presented with the opportunity to participate in projects or activities in which the ownership of any resulting Student Intellectual Property must be assigned to a sponsor (such as a company) as a condition of the Student's participation in the project or activity. Students are **never** obligated to participate in projects or activities that require the assignment of the Student Intellectual Property to another entity. Students always have the following options: 1) to participate in projects or activities that do not require the Student to assign his/her rights in the Student Intellectual Property or 2) to participate in projects or activities that require the Student to assign his/her right in Student Intellectual Property.
7. A Student's grade and/or evaluation of performance in a course will not be affected by the Student's decision to participate or not to participate in projects or activities requiring the assignment of his/her rights in Student Intellectual Property.
8. If a Student chooses to participate in a project or activity that requires the Student to assign his/her right in Student Intellectual Property or if a Student otherwise chooses to

Comment [SS1]: To be developed and appended to the Policy

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assign his/her right in Student Intellectual Property, the Student acknowledges that the assignment of Intellectual Property is a binding legal obligation. The Student has the right to seek independent legal advice at their own expense prior to signing any agreement with a sponsor.

9. Retention of Rights/Assignment of Rights

- If a Student wishes to retain ownership of his/her right in Student Intellectual Property and declines to assign such rights to any other entity, no further action is required.
- If a Student wishes to assign to a sponsor his/her rights in Student Intellectual Property, he/she may do so by completing the Special Intellectual Property Agreement Form for Students 1 – For Use When Assigning Intellectual Property to a sponsor, appended hereto as Annex XX.

Comment [SS2]: To be developed and appended to the Policy

10. Use of University Name and Limitation of Liability

- Student(s) may not, without prior written authorization from the University obtained in accordance with the University's Policy on the Use of Concordia University's Name, Logo and Related Insignia, and the Governance of its Visual Character (SG-4), use the University's name, or any trade or service mark(s) owned or controlled by the University (the "**University's Marks**") in connection with any Student Intellectual Property. Additionally, the Student may not use University Marks, or the names of any employee, officer, director, governor, agent or representative of the University, in any advertising, publicity, commercialization activity related to the Student Intellectual Property without the prior written approval of the authorized representative of the University. Any such requests for authorization to use the University's Mark shall be submitted in writing to the Vice President, Research and Graduate Studies.
- Student(s) shall indemnify, defend and hold harmless the University, its employees, officers, directors, governors, agents, or representatives against all costs, suits, claims resulting from any agreement that may be entered into between the Student and a sponsor or any other third party, and the use by the Student or any third party of any Student Intellectual Property.

Comment [SS3]: Insert link

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PROTECTION AND COMMERCIALIZATION

Independent Inventions and Student Intellectual Property

~~6.~~11. The University has no interest in or claim to any Independent Invention or Student Intellectual Property. Such Inventions and any patents arising from them shall be the sole property of the Inventor. However, a Member and the University may enter into an agreement to Commercialize an Independent Invention or Student Intellectual Property. The sharing of Net Proceeds will be consistent with the distribution set out in Sections ~~16~~ 21 and 22 and following below.

Qualifying Inventions

~~12.~~ All Inventor(s) of a Qualifying Inventions, to the exclusion of Co-Inventor(s) governed by the CUFA or CUPFA collective agreements, shall be deemed to have automatically assigned the Intellectual Property of such Invention to the University and they may not otherwise use, improve or exploit such Invention absent a written agreement with the University. This in no way alters the rights of the Inventor(s) to his/her share of the Net Proceeds (see Sections 22 and following below). The Inventor(s) shall be named on ~~any~~ all patent applications and related documents, and where appropriate, the University shall credit the Inventor(s) in connection with the use made by the University of the Invention.

~~7.~~13. The University may, at its discretion, ~~elect to~~ assume the ~~total~~ financial and management responsibility for obtaining intellectual property protection of a Qualifying Invention, negotiating assignments or licensing and taking whatever other steps are deemed necessary for the Commercialization of the Invention. The University may license or assign the Invention to third parties.

~~8.~~14.

~~9.~~ The University recognizes the important role of Inventors in the implementation of a successful commercialization plan. Where the University has elected to pursue protection and commercialization activities in relation to an Invention, the University and the Inventor(s) shall collaborate fully with each other. The University shall consult with and keep the Inventor(s) informed of all material developments related to the

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protection and commercialization of his/her Invention. Upon request from the University, the Inventor(s) shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the Office of Vice-President, Research and Graduate Studies may reasonably require, from time to time, to proceed with the protection and Commercialization of the Inventions. ~~This in no way alters the rights of the Inventor(s) to his/her share of the Net Proceeds (see Sections 16 and following below).~~

~~10,15.~~ Should the University choose not to proceed with the protection of the Intellectual Property of a Qualifying Invention which does not include the substantive, creative or inventive contribution of an Inventor(s) governed by a collective agreement, the Inventor(s) may pursue such protection and Commercialization at his/her own cost, subject to the prior written approval of the Office of the Vice-President, Research and Graduate Studies. In such event:

- i) The University shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as may reasonably be required, from time to time, to allow the Inventor(s) to proceed with the protection and Commercialization of the Inventions.
- ii) The Inventor(s) shall be deemed to have granted to the University a non-exclusive, royalty free, irrevocable, indivisible, non-transferable license, ~~including the right to sub-license,~~ to use the Invention for ~~any-its own educational, teaching and research University purpose(s).~~ This right may be suspended only for the duration of the process necessary to protect the Intellectual Property.
- iii) Licenses and other agreements negotiated by the Inventor(s) shall be on fair market terms and conditions and shall include provisions covering: a) indemnification to benefit the University; b) a disclaimer of warranties; c) a prohibition of the use of the University's ~~name-Marks~~ without its consent; and (d) confirmation of the license to the University granted pursuant to Section ~~9 1415 ii)ii~~ above. All negotiations and commitments made by the Inventor(s) shall be previously approved in writing by the University failing which such negotiations or commitments shall be null and void.

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- iv) Any Net Proceeds shall be divided as set out in Sections ~~16-21~~²² and following below.

General Provisions

- ~~11-16.~~ When the Inventor(s) is managing the Invention, he/she shall report annually on the management of the Invention and no license or assignment may be executed with respect to a Qualifying Invention without the knowledge of the University. Ongoing research sponsored by parties with a financial interest may take place on University premises and/or involve the use of University facilities only if the University and the Inventor(s) develop a memorandum of agreement.
- ~~12-17.~~ When at least one of the Inventors(s) is governed by the [CUFA collective agreement](#), the mechanisms, procedures and supporting Appendices, including the relevant Declaration of Invention, to that collective agreement shall apply to all University Co-Inventors.
- ~~13-18.~~ Invention(s) made without the inventive contribution of a Member governed by the [CUFA collective agreement](#) are subject to the procedures established in the Supporting Procedures for Inventions, including the relevant Declaration of Invention.

Confidentiality

- ~~14-19.~~ The Inventor(s) and the University involved in any Commercialization process shall be bound by the following confidentiality provisions:
 - i) The Member(s) agree not to disclose and to maintain in confidence the Intellectual Property and any improvements. Where the University assumes the ~~management~~ responsibility for ~~obtaining~~ ~~pursuing~~ intellectual property protection of a Qualifying Invention, the Inventor(s) shall advise the University in writing at least ninety (90) days in advance of any proposed disclosure relating to the Intellectual Property or improvements. If, at its sole discretion, the University determines that such a proposed disclosure may adversely affect the patentability or protection by any other means of the Intellectual Property or improvements, the University reserves the right to require that the Inventor(s) delay such proposed disclosure for a period not to exceed six (6) months.
 - ii) Confidential information includes all of the following: all material, including any text, letter, memorandum, sound recording, videotape, film, photograph, chart,

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graph, map, survey, diagram, model, sketch, book, technical data, research documentation and generally any information relating to the Intellectual Property that is recorded or stored by means of any device (the “**Confidential Information**”).

- iii) The Inventor(s) agree:
- (a) to maintain the secrecy and confidentiality of the Confidential Information;
 - (b) not to disclose any Confidential Information to a third party, except where the University has entered into a written agreement with such third party which binds the third party to obligations of confidentiality and restricted use which are no less onerous than those imposed hereunder before any such disclosure;
 - (c) not to use any Confidential Information for any purposes other than those agreed to with the University;
 - (d) only to disclose the Confidential information to those (i) who have a need to know the information and (ii) who have been informed of the confidential nature of the Confidential Information.

15.20. The obligations of confidentiality set out above do not apply to information that:

- i) has been published or has otherwise entered the public domain without a breach of this Policy;
- ii) is obtained from a third party who has no obligation of confidentiality; or
- iii) is independently developed or obtained by the receiving party without breach of this Policy.

16.21. Any request for disclosure of Confidential Information shall be referred to the Office of the Vice-President, Research and Graduate Studies.

Distribution of Revenues Generated by Commercialization

17.22. The division of Net Proceeds shall be made as follows:

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- i) fifty percent (50%) to the Inventor(s), fifty percent (50%) to the University.
- ii) Notwithstanding Section ~~16-2122~~ i) above, where pursuant to Section 1415 the University refuses at the outset ~~—pursuant to Section 9—~~ to Commercialize a Qualifying Invention, the division of the Net Proceeds shall be ninety-five percent (95%) to the Inventor(s) and five percent (5%) to the University.

All amounts owed shall be paid on an annual basis in Canadian funds. Revenue received in a currency other than Canadian dollars shall be converted into Canadian dollars at the rate of exchange in effect on the date such sums were received.

~~18-23.~~ All amounts owed in Net Proceeds shall be shared in accordance with the “Distribution of Revenues” proportions detailed in the Declaration of Invention.

~~19-24.~~ In the event that either the University or the Inventor(s) directly or indirectly acquires, in any form, including equity, an interest in an enterprise involved in the Commercialization of the Invention as part of an assignment or license, ~~—such interest shall be divided between them, barring agreement to the contrary, on the same basis as the division of Net Proceeds outlined above.~~

~~20-25.~~ It is the responsibility of each Inventor to promptly advise, in writing, and no later than May 31st of each calendar year, the Office of the Vice-President, Research and Graduate Studies of any change in their personal contact information, failing which, any Net Proceeds payable to that Inventor will revert to the University to be used at the University’s sole discretion.

Miscellaneous Provisions

~~21. All Inventor(s) of a Qualifying Inventions, to the exclusion of Co-Inventor(s) governed by the CUFA or CUPFA collective agreements, shall be deemed to have automatically assigned the Intellectual Property of such Invention to the University and they may not otherwise use, improve or exploit such Invention absent a written agreement with the University.~~

~~22. Where appropriate, the University shall credit the Inventor(s) in connection with the use made by the University of the Invention.~~

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~~23-26.~~ Where a third party, not a Member of the University, is a Co-Inventor of a Qualifying Invention, the Member-Inventor(s) shall not consent to any plan to Commercialize without the prior written approval of the Office of the Vice-President, Research and Graduate Studies.

~~24-27.~~ The University's ~~name~~Mark, or any reference to the University, whether explicit or implicit, will not be used in connection with the development of an Invention without the express, prior written consent of the University.

COPYRIGHT

~~25-28.~~ Copyright protects the right of expression and the right to publish, reproduce and distribute that expression. More particularly, in relation to a specific Work, Copyright means the sole right to produce or reproduce a Work or any part thereof in any form or in any medium chosen, to perform the Work or any part thereof in public or, if the Work is unpublished, to publish the Work or part thereof.

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~~26-29.~~ Copyright applies to all original Works as that term is understood by the [Copyright Act](#), including but not limited to: scholarly, scientific, literary, dramatic, musical, artistic and recorded works, in any material or electronic form.

~~27-30.~~ Where the Work is a Commissioned Work from the University or the result of a Sponsorship, the right to Copyright and the rights to royalties or other income shall be determined by the terms of that commission or Sponsorship Agreement. In the case of a Work commissioned by the University, unless the terms of the commission state otherwise, the Copyright shall remain with the University.

Except as provided for above, the Member will retain the Copyright of any other Work(s). The University has no interest in or claim in any such Work(s), whether published or not.

~~28-31.~~ Notwithstanding Section ~~26-31~~³⁰ above, the Member shall be deemed to have granted to the University a non-exclusive, royalty-free, irrevocable, indivisible, non-transferable license to use the Work for ~~any University purpose(s)~~ research and teaching purposes of the University, provided that the Author is credited in every use and the University is entitled, at its sole discretion, to use, correct, update, modify or replace any Work or any part of any Work without obtaining subsequent approval from the Member.

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~~29.~~32. Except as may be provided in a Sponsorship Agreement, it is acknowledged that Members who are financially or otherwise supported by the University have the right to publish such research results, subject to the following:

- i) The supervising professor shall be provided with copies of any proposed publication at least ninety (90) days in advance of disclosure of such publication.
- ii) If the supervising professor does not object, in writing, to such disclosure within forty-five (45) days of receipt of such copies, the Member shall be free to proceed with the publication. In the event written objection is made, the parties shall work towards an acceptable version of the publication within sixty (60) days of receipt of the original copies.
- iii) Should the parties be unable to reach an agreement with respect to such publication within the sixty (60) day period provided for in Section ~~28-3332 ii)~~ above, the matter shall be immediately submitted by the supervising professor to the Dean of the relevant faculty for a final decision. Such final decision shall be rendered within thirty (30) days from the date the matter was submitted to the Dean in writing.
- iv) Unless otherwise agreed to in writing with the supervising professor, the supervising professor shall be the corresponding author on all publications and thus the point of contact with a publisher. Authorship rights of the Member will be recognized in publications based on and in proportion to his/her intellectual contribution.

The University reserves the right to demand that the University's ~~name-Mark~~ and/or ~~that-the name~~ of any of its Members be removed from any publication.

~~30.~~33. Notwithstanding Section ~~28-3332~~ above, unless otherwise agreed to in a Sponsorship Agreement, the University retains ownership of the research results. A ~~student-Member~~ may be granted the right to commercialize or otherwise use, improve or exploit the Intellectual Property associated with such research results, subject to provisions in a Sponsorship Agreement and the prior written agreement of the University.

~~31.~~34. Upon submission of a thesis by a graduate student, the graduate student shall be deemed to have granted the University a non-exclusive, royalty free license to reproduce, archive, preserve, conserve, communicate to the public by

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telecommunication or on the internet, loan, distribute the thesis worldwide for non-commercial purposes, in any format including electronic. In the event of a deferment of a thesis for distribution or publication, it is understood that the University's license to communicate, loan and/or distribute shall only take effect as of the expiry of the agreed upon deferment period.

~~32-35.~~ Except as may be provided in a Sponsorship Agreement, the Member shall retain Moral Rights to any Work at all times.

~~33-36.~~ In the event that the University or assignee relinquishes its rights in any Work, all rights shall revert back to the Member(s).

General Provisions

~~34-37.~~ The use of Intellectual Property belonging, in whole or in part, to a third party is strictly prohibited absent the prior written permission of the rightful owner of such Intellectual Property. The Office of Research shall be immediately informed of such intended use and shall be provided with a copy of the written permission of the rightful owner of the Intellectual Property in question.

~~35-38.~~ Where appropriate, the provisions of this Policy shall apply to all Co-Inventors or Co-Authors.

~~39.~~ In the event of the death of a Member, his/her rights under this Policy shall revert to the estate or succession of the Member.

Responsibility for this Policy and Disputes

~~40.~~ The Office of the Vice-President, Research and Graduate Studies shall have overall responsibility for this Policy and shall investigate and decide upon matters relating to this Policy and to the disposition of Inventions covered by this Policy.

~~41.~~ The Office of the Vice-President, Research and Graduate Studies may issue written Guidelines regarding this Policy.

~~42.~~ Any disputes arising from the application of this Policy shall be brought, in a timely manner, to the attention of the Office of the Vice-President, Research and Graduate

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Studies for resolution. Where a Non-Student Member asserts rights in any Student Intellectual Property, the University shall have the sole and exclusive right and authority to perform any evaluation, investigation or due diligence it may deem useful and all Members shall cooperate fully with the University in this regard, and shall provide all relevant information and documentation as reasonably requested by the University in conducting its evaluation. Until such time as the University has rendered a decision in this regard, no Member shall disclose the Intellectual Property under dispute to any third party; nor shall any Member transfer, assign, alienate, license or in any way deal with any part of his/her right, title and interest throughout the world in and to the Intellectual Property to any person whatsoever. Where the University determines that a Non-Student Member has made an inventive contribution to the Student Intellectual Property under dispute, such Intellectual Property shall be governed in accordance with this Policy.



POLICY ON INTELLECTUAL PROPERTY

Effective Date: XX

Originating Office: Office of the Vice-President, Research and Graduate Studies

Supersedes /Amends: VPRGS-9/ November 10, 2011

Policy Number: VPRGS-9

PREAMBLE

The University affirms the principles of wide freedom of research and of free publication of the information generated. Intellectual Property, as defined below, is the product of individual or group effort and imagination normally developed within the University's academic activity and making use, in most instances, of space, equipment and resources provided by the University for research and teaching purposes.

To carry on research solely or even primarily in anticipation of profits would be incompatible with the University's mission. However, it must be recognized that Inventions often serve the public interest best when they reach the private sector under appropriate agreements and are protected by patents and/or Copyright.

Even though some Inventions may not be suitable for intellectual property protection, the University and the Inventor(s) have a responsibility to promote the development and utilization of all Inventions in an appropriate manner. The University considers the Inventor(s) and the University to have a shared interest in Inventions and, as such, both parties should be able to benefit financially from such Inventions.

The University has entered into agreements with entities whose functions are to pursue activities related to commercializing the broad scope of research and development at the University.

PURPOSE

This Policy sets forth the University's rules with respect to the ownership, dissemination, and Commercialization of Intellectual Property developed by Members, as defined below.

SCOPE

This Policy does not supersede any provisions of the [CUFA](#) or [CUPFA](#) collective agreements nor the provisions of the *Policy on Postdoctoral Fellows* ([VPRGS-4](#)) dealing with Intellectual Property.

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More specifically, nothing in this Policy shall replace or supersede any provision set out in any collective agreement to which the University is a party nor shall this Policy be applied in such a way as to detract from the rights of unions to defend the interests of their members and to exercise their rights under a collective agreement. In particular, nothing in this Policy shall be construed as detracting from the rights of a Member or a union from contesting any actions taken pursuant to this Policy in accordance with the grievance provisions of the relevant collective agreement. This Policy applies to all Members of the University, as defined below, and supersedes any Faculty, Departmental or Research Unit policy or guidelines with respect to Intellectual Property that may be in existence as of the effective date. Any agreements in respect to Intellectual Property, as defined below, that have not been signed in accordance with the University's [Policy on Signing Authority and Required Approvals \(BD-1\)](#) shall be considered null and void.

DEFINITIONS

For the purposes of this Policy:

Author means the person who has written or created a Work.

Co-Inventor means, where there is more than one Inventor with respect to an Invention, any individual, whether from the University or from outside the University, who has made an inventive contribution to the Invention identified in a Declaration of Invention.

Commercialization means the act of making an Invention or Work available for distribution and sale on the market.

Commissioned Work means any Work that has been so declared in a specific, written agreement between the University and the Author.

Copyright has the meaning assigned to it by the [Copyright Act](#).

Copyright Act means the [Copyright Act](#) of Canada as that Act may be amended from time to time or any successor legislation.

Declaration of Invention means the document signed by the Inventor(s) and third party Inventor(s), as the case may be, by which an Invention is disclosed to the University.

Independent Invention means any Invention or Work made by any Member developed in the course of private research or other activity unconnected with the Member's University duties

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which has not involved the use of University-administered funds and/ or the Substantial Use of University Facilities, as such term is defined below, and/or that has not been supported by any grant or contract administered through the University.

Intellectual Property means any proprietary information that can be the subject of Copyright or patent protection or any similar proprietary protection and which creates in the holder of the rights an interest in property.

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.

Inventor means any person who makes, discovers, or is directly responsible for an Invention, whether in whole or in part.

Member means:

- all part-time faculty members with respect to the provisions of this Policy that do not conflict with the provisions of the CUPFA collective agreement
- all academic staff not governed by the Intellectual Property provisions of a collective agreement with the University (i.e. visiting professors)
- all administrative, professional and support staff including technicians, teaching and research assistants, and research personnel
- all academic and non-academic senior administrators
- all persons engaged in study or research at the University who, as a condition of being granted access to the University's premises or facilities, have agreed to or who are covered by a policy which deems them to be subject to this Policy

(the above collectively referred to as "Non-Student Member")

- all students including those who are visiting from other institutions (hereinafter referred to as "Student Member" or "Student")

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Moral Rights has the meaning assigned to it by the [Copyright Act](#).

Net Proceeds means the difference between Specified Revenues and Specified Costs. For purposes of reporting and distribution, Net Proceeds shall be calculated annually.

Qualifying Invention means any Invention, excluding Student Intellectual Property, made by Members, in whole or in part:

- i) in the course of carrying out their duties or research activities at the University; or
- ii) on University premises making Substantial Use of University Facilities; or
- iii) under a Sponsorship Agreement entered into by the University.

Software shall mean programs used to operate computers and related devices.

Specified Costs means all costs associated with the Commercialization of an Invention or a Work including, as appropriate, the costs of applying for and obtaining a patent and associated legal fees and disbursements, and all legal costs associated with defending patent rights or other intellectual property rights against infringement.

Specified Revenues means all annual payments, whether lump sum or in the form of royalties or both, whether in the form of cash, shares, options or any other cash equivalent resulting from the Commercialization of an Invention or Work received by the University or the Inventor.

Sponsorship means any support, whether by means of monetary support, the right to use facilities, personnel, or other resources provided by a third party and includes support from both public and private grants and contracts. Such sponsorships shall be detailed in writing.

Sponsorship Agreement means (i) any research agreement, (ii) any granting organization's guidelines, rules and regulations, and (iii) any other agreement, which governs a Sponsorship.

Student Intellectual Property means any Inventions or Works conceived, developed or first reduced to practice by a Student as work product of a "for credit" course or extra-curricular activity where such activity is not governed by a Sponsorship Agreement and/or does not involve the Substantial Use of University Facilities, and where such Invention or Work was

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conceived, developed or first reduced to practice without the inventive contribution of a Non-Student Member.

Substantial Use of University Facilities means extensive use of major University laboratory, studio or computational facilities, or human resources. Use will be considered "extensive" and facilities will be considered "major" if similar use of similar facilities would cost the Member more than \$5000 CDN (five thousand Canadian dollars) in constant 2014 dollars if purchased or leased in the public market. For the avoidance of doubt, the following do not constitute Substantial Use of University Facilities: incidental use of a facility; extensive use of a facility commonly available to Members (such as libraries, computer networks and wireless access, and offices).

Work shall mean any Intellectual Property that is eligible for Copyright protection.

POLICY

Exclusions

1. Three categories of Inventions or Works are excluded from this Policy:
 - i) Inventions or Works made by Members in the course of private research unrelated to their University studies or duties when such activities do not involve the Substantial Use of University Facilities;
 - ii) Inventions or Works made under Sponsorship Agreements. Where Sponsorship Agreements provide partial or complete rights to Inventions or Works to a third party but allow the payment of royalties to the University, the distribution of those fees to the Inventor(s) shall be as set out in Sections 22 and following below;
 - iii) Scholarly writings and productions as well as artwork and other similar creative or research products, whether in traditional or non-traditional physical or electronic forms, unless such Works are Commissioned Works or created as a result of a Sponsorship Agreement.
2. Notwithstanding Section 1 above, the following shall be covered by this Policy:

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- i) Inventions or Works created by a Member as a result of a Sponsorship Agreement where Intellectual Property rights are not determined by specific terms of the Sponsorship Agreement;
- ii) Works created by a Member as a result of a formal agreement with the University wherein Copyright is determined by specific terms of that agreement;
- iii) Certain written works which may be patentable;
- iv) Computer Software unrelated to the support of writing and publishing or which does not form part of an artwork;

Disclosure

3. All Members who have produced an Invention shall complete a Declaration of Invention in which the Member states whether the Invention is an Independent Invention, Student Intellectual Property or a Qualifying Invention. It is understood that the University maintains its rights under this Policy should the Member fail to disclose the existence of a Qualifying Invention and the proceeds of its Commercialization.

It is acknowledged that publications or other forms of public disclosure may jeopardize the protection, including patentability, of Inventions. Inventors are encouraged to consult with the Office of the Vice-President, Research and Graduate Studies in the early stages of discovery.

COURSEWORK AND EXTRA-CURRICULAR ACTIVITIES

4. The University does not claim any ownership of or interest in any Student Intellectual Property.
5. When a sponsor wishes to use or otherwise rely on Student Intellectual Property, the sponsor is required to sign the Student Research Sponsorship Acknowledgement appended hereto as Annex XX in which the sponsor: 1) acknowledges that the Student Intellectual Property and any related results are not warranted by the University; 2) indemnifies the University against the use of the Student Intellectual Property and related results; and 3) acknowledges the Student Intellectual Property and related results are not the work of the University.

Comment [SS1]: To be developed and appended to the Policy

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6. Situations may arise in certain courses or extra-curricular activities where a Student is presented with the opportunity to participate in projects or activities in which the ownership of any resulting Student Intellectual Property must be assigned to a sponsor (such as a company) as a condition of the Student's participation in the project or activity. Students are **never** obligated to participate in projects or activities that require the assignment of the Student Intellectual Property to another entity. Students always have the following options: 1) to participate in projects or activities that do not require the Student to assign his/her rights in the Student Intellectual Property or 2) to participate in projects or activities that require the Student to assign his/her right in Student Intellectual Property.
7. A Student's grade and/or evaluation of performance in a course will not be affected by the Student's decision to participate or not to participate in projects or activities requiring the assignment of his/her rights in Student Intellectual Property.
8. If a Student chooses to participate in a project or activity that requires the Student to assign his/her right in Student Intellectual Property or if a Student otherwise chooses to assign his/her right in Student Intellectual Property, the Student acknowledges that the assignment of Intellectual Property is a binding legal obligation. The Student has the right to seek independent legal advice at their own expense prior to signing any agreement with a sponsor.
9. Retention of Rights/Assignment of Rights
 - If a Student wishes to retain ownership of his/her right in Student Intellectual Property and declines to assign such rights to any other entity, no further action is required.
 - If a Student wishes to assign to a sponsor his/her rights in Student Intellectual Property, he/she may do so by completing the Special Intellectual Property Agreement Form for Students 1 – For Use When Assigning Intellectual Property to a sponsor, appended hereto as Annex XX.
10. Use of University Name and Limitation of Liability
 - Student(s) may not, without prior written authorization from the University obtained in accordance with the University's Policy on the Use of Concordia University's Name, Logo and Related Insignia, and the Governance of its Visual Character

Comment [SS2]: To be developed and appended to the Policy

Comment [SS3]: Insert link

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(SG-4), use the University's name, or any trade or service mark(s) owned or controlled by the University (the "**University's Marks**") in connection with any Student Intellectual Property. Additionally, the Student may not use University Marks, or the names of any employee, officer, director, governor, agent or representative of the University, in any advertising, publicity, commercialization activity related to the Student Intellectual Property without the prior written approval of the authorized representative of the University. Any such requests for authorization to use the University's Mark shall be submitted in writing to the Vice President, Research and Graduate Studies.

- Student(s) shall indemnify, defend and hold harmless the University, its employees, officers, directors, governors, agents, or representatives against all costs, suits, claims resulting from any agreement that may be entered into between the Student and a sponsor or any other third party, and the use by the Student or any third party of any Student Intellectual Property.

PROTECTION AND COMMERCIALIZATION

Independent Inventions and Student Intellectual Property

11. The University has no interest in or claim to any Independent Invention or Student Intellectual Property. Such Inventions and any patents arising from them shall be the sole property of the Inventor. However, a Member and the University may enter into an agreement to Commercialize an Independent Invention or Student Intellectual Property. The sharing of Net Proceeds will be consistent with the distribution set out in Sections 22 and following below.

Qualifying Inventions

12. All Inventor(s) of a Qualifying Inventions, to the exclusion of Co-Inventor(s) governed by the CUFA or CUPFA collective agreements, shall be deemed to have automatically assigned the Intellectual Property of such Invention to the University and they may not otherwise use, improve or exploit such Invention absent a written agreement with the University. This in no way alters the rights of the Inventor(s) to his/her share of the Net

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Proceeds (see Sections 22 and following below). The Inventor(s) shall be named on all patent applications and related documents, and where appropriate, the University shall credit the Inventor(s) in connection with the use made by the University of the Invention.

13. The University may, at its discretion, elect to assume the financial and management responsibility for obtaining intellectual property protection of a Qualifying Invention, negotiating assignments or licensing and taking whatever other steps are deemed necessary for the Commercialization of the Invention. The University may license or assign the Invention to third parties.
- 14.
15. The University recognizes the important role of Inventors in the implementation of a successful commercialization plan. Where the University has elected to pursue protection and commercialization activities in relation to an Invention, the University and the Inventor(s) shall collaborate fully with each other. The University shall consult with and keep the Inventor(s) informed of all material developments related to the protection and commercialization of his/her Invention. Upon request from the University, the Inventor(s) shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the Office of Vice-President, Research and Graduate Studies may reasonably require, from time to time, to proceed with the protection and Commercialization of the Invention. Should the University choose not to proceed with the protection of the Intellectual Property of a Qualifying Invention which does not include the substantive, creative or inventive contribution of an Inventor(s) governed by a collective agreement, the Inventor(s) may pursue such protection and Commercialization at his/her own cost, subject to the prior written approval of the Office of the Vice-President, Research and Graduate Studies. In such event:
 - i) The University shall do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as may reasonably be required, from time to time, to allow the Inventor(s) to proceed with the protection and Commercialization of the Inventions.
 - ii) The Inventor(s) shall be deemed to have granted to the University a non-exclusive, royalty free, irrevocable, indivisible, non-transferable license to use the Invention for its own educational, teaching and research purposes. This right

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may be suspended only for the duration of the process necessary to protect the Intellectual Property.

- iii) Licenses and other agreements negotiated by the Inventor(s) shall be on fair market terms and conditions and shall include provisions covering: a) indemnification to benefit the University; b) a disclaimer of warranties; c) a prohibition of the use of the University's Marks without its consent; and (d) confirmation of the license to the University granted pursuant to Section 15 ii) above. All negotiations and commitments made by the Inventor(s) shall be previously approved in writing by the University failing which such negotiations or commitments shall be null and void.
- iv) Any Net Proceeds shall be divided as set out in Sections 22 and following below.

General Provisions

- 16. When the Inventor(s) is managing the Invention, he/she shall report annually on the management of the Invention and no license or assignment may be executed with respect to a Qualifying Invention without the knowledge of the University. Ongoing research sponsored by parties with a financial interest may take place on University premises and/or involve the use of University facilities only if the University and the Inventor(s) develop a memorandum of agreement.
- 17. When at least one of the Inventors(s) is governed by the [CUFA collective agreement](#), the mechanisms, procedures and supporting Appendices, including the relevant Declaration of Invention, to that collective agreement shall apply to all University Co-Inventors.
- 18. Invention(s) made without the inventive contribution of a Member governed by the [CUFA collective agreement](#) are subject to the procedures established in the Supporting Procedures for Inventions, including the relevant Declaration of Invention.

Confidentiality

- 19. The Inventor(s) and the University involved in any Commercialization process shall be bound by the following confidentiality provisions:
 - i) The Member(s) agree not to disclose and to maintain in confidence the Intellectual Property and any improvements. Where the University assumes the

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responsibility for pursuing intellectual property protection of a Qualifying Invention, the Inventor(s) shall advise the University in writing at least ninety (90) days in advance of any proposed disclosure relating to the Intellectual Property or improvements. If, at its sole discretion, the University determines that such a proposed disclosure may adversely affect the patentability or protection by any other means of the Intellectual Property or improvements, the University reserves the right to require that the Inventor(s) delay such proposed disclosure for a period not to exceed six (6) months.

- ii) Confidential information includes all of the following: all material, including any text, letter, memorandum, sound recording, videotape, film, photograph, chart, graph, map, survey, diagram, model, sketch, book, technical data, research documentation and generally any information relating to the Intellectual Property that is recorded or stored by means of any device (the “**Confidential Information**”).
- iii) The Inventor(s) agree:
 - (a) to maintain the secrecy and confidentiality of the Confidential Information;
 - (b) not to disclose any Confidential Information to a third party, except where the University has entered into a written agreement with such third party which binds the third party to obligations of confidentiality and restricted use which are no less onerous than those imposed hereunder before any such disclosure;
 - (c) not to use any Confidential Information for any purposes other than those agreed to with the University;
 - (d) only to disclose the Confidential information to those (i) who have a need to know the information and (ii) who have been informed of the confidential nature of the Confidential Information.

20. The obligations of confidentiality set out above do not apply to information that:

- i) has been published or has otherwise entered the public domain without a breach of this Policy;

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- ii) is obtained from a third party who has no obligation of confidentiality; or
- iii) is independently developed or obtained by the receiving party without breach of this Policy.

21. Any request for disclosure of Confidential Information shall be referred to the Office of the Vice-President, Research and Graduate Studies.

Distribution of Revenues Generated by Commercialization

22. The division of Net Proceeds shall be made as follows:

- i) fifty percent (50%) to the Inventor(s), fifty percent (50%) to the University.
- ii) Notwithstanding Section 22 i) above, where pursuant to Section 15 the University refuses at the outset to Commercialize a Qualifying Invention, the division of the Net Proceeds shall be ninety-five percent (95%) to the Inventor(s) and five percent (5%) to the University.

All amounts owed shall be paid on an annual basis in Canadian funds. Revenue received in a currency other than Canadian dollars shall be converted into Canadian dollars at the rate of exchange in effect on the date such sums were received.

23. All amounts owed in Net Proceeds shall be shared in accordance with the "Distribution of Revenues" proportions detailed in the Declaration of Invention.
24. In the event that either the University or the Inventor(s) directly or indirectly acquires, in any form, including equity, an interest in an enterprise involved in the Commercialization of the Invention as part of an assignment or license, such interest shall be divided between them, barring agreement to the contrary, on the same basis as the division of Net Proceeds outlined above.
25. It is the responsibility of each Inventor to promptly advise, in writing, and no later than May 31st of each calendar year, the Office of the Vice-President, Research and Graduate Studies of any change in their personal contact information, failing which, any Net Proceeds payable to that Inventor will revert to the University to be used at the University's sole discretion.

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Miscellaneous Provisions

26. Where a third party, not a Member of the University, is a Co-Inventor of a Qualifying Invention, the Member-Inventor(s) shall not consent to any plan to Commercialize without the prior written approval of the Office of the Vice-President, Research and Graduate Studies.
27. The University's Mark, or any reference to the University, whether explicit or implicit, will not be used in connection with the development of an Invention without the express, prior written consent of the University.

COPYRIGHT

28. Copyright protects the right of expression and the right to publish, reproduce and distribute that expression. More particularly, in relation to a specific Work, Copyright means the sole right to produce or reproduce a Work or any part thereof in any form or in any medium chosen, to perform the Work or any part thereof in public or, if the Work is unpublished, to publish the Work or part thereof.
29. Copyright applies to all original Works as that term is understood by the [Copyright Act](#), including but not limited to: scholarly, scientific, literary, dramatic, musical, artistic and recorded works, in any material or electronic form.
30. Where the Work is a Commissioned Work from the University or the result of a Sponsorship, the right to Copyright and the rights to royalties or other income shall be determined by the terms of that commission or Sponsorship Agreement. In the case of a Work commissioned by the University, unless the terms of the commission state otherwise, the Copyright shall remain with the University.

Except as provided for above, the Member will retain the Copyright of any other Work(s). The University has no interest in or claim in any such Work(s), whether published or not.

31. Notwithstanding Section 30 above, the Member shall be deemed to have granted to the University a non-exclusive, royalty-free, irrevocable, indivisible, non-transferable license to use the Work for research and teaching purposes of the University, provided that the Author is credited in every use and the University is entitled, at its sole discretion, to use, correct, update, modify or replace any Work or any part of any Work without obtaining subsequent approval from the Member.

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32. Except as may be provided in a Sponsorship Agreement, it is acknowledged that Members who are financially or otherwise supported by the University have the right to publish such research results, subject to the following:
- i) The supervising professor shall be provided with copies of any proposed publication at least ninety (90) days in advance of disclosure of such publication.
 - ii) If the supervising professor does not object, in writing, to such disclosure within forty-five (45) days of receipt of such copies, the Member shall be free to proceed with the publication. In the event written objection is made, the parties shall work towards an acceptable version of the publication within sixty (60) days of receipt of the original copies.
 - iii) Should the parties be unable to reach an agreement with respect to such publication within the sixty (60) day period provided for in Section 32 ii) above, the matter shall be immediately submitted by the supervising professor to the Dean of the relevant faculty for a final decision. Such final decision shall be rendered within thirty (30) days from the date the matter was submitted to the Dean in writing.
 - iv) Unless otherwise agreed to in writing with the supervising professor, the supervising professor shall be the corresponding author on all publications and thus the point of contact with a publisher. Authorship rights of the Member will be recognized in publications based on and in proportion to his/her intellectual contribution.
- The University reserves the right to demand that the University's Mark and/or the name of any of its Members be removed from any publication.
33. Notwithstanding Section 32 above, unless otherwise agreed to in a Sponsorship Agreement, the University retains ownership of the research results. A Member may be granted the right to commercialize or otherwise use, improve or exploit the Intellectual Property associated with such research results, subject to provisions in a Sponsorship Agreement and the prior written agreement of the University.
34. Upon submission of a thesis by a graduate student, the graduate student shall be deemed to have granted the University a non-exclusive, royalty free license to

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reproduce, archive, preserve, conserve, communicate to the public by telecommunication or on the internet, loan, distribute the thesis worldwide for non-commercial purposes, in any format including electronic. In the event of a deferment of a thesis for distribution or publication, it is understood that the University's license to communicate, loan and/or distribute shall only take effect as of the expiry of the agreed upon deferment period.

35. Except as may be provided in a Sponsorship Agreement, the Member shall retain Moral Rights to any Work at all times.
36. In the event that the University or assignee relinquishes its rights in any Work, all rights shall revert back to the Member(s).

General Provisions

37. The use of Intellectual Property belonging, in whole or in part, to a third party is strictly prohibited absent the prior written permission of the rightful owner of such Intellectual Property. The Office of Research shall be immediately informed of such intended use and shall be provided with a copy of the written permission of the rightful owner of the Intellectual Property in question.
38. Where appropriate, the provisions of this Policy shall apply to all Co-Inventors or Co-Authors.
39. In the event of the death of a Member, his/her rights under this Policy shall revert to the estate or succession of the Member.

Responsibility for this Policy and Disputes

40. The Office of the Vice-President, Research and Graduate Studies shall have overall responsibility for this Policy and shall investigate and decide upon matters relating to this Policy and to the disposition of Inventions covered by this Policy.
41. The Office of the Vice-President, Research and Graduate Studies may issue written Guidelines regarding this Policy.

POLICY ON INTELLECTUAL PROPERTY

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42. Any disputes arising from the application of this Policy shall be brought, in a timely manner, to the attention of the Office of the Vice-President, Research and Graduate Studies for resolution. Where a Non-Student Member asserts rights in any Student Intellectual Property, the University shall have the sole and exclusive right and authority to perform any evaluation, investigation or due diligence it may deem useful and all Members shall cooperate fully with the University in this regard, and shall provide all relevant information and documentation as reasonably requested by the University in conducting its evaluation. Until such time as the University has rendered a decision in this regard, no Member shall disclose the Intellectual Property under dispute to any third party; nor shall any Member transfer, assign, alienate, license or in any way deal with any part of his/her right, title and interest throughout the world in and to the Intellectual Property to any person whatsoever. Where the University determines that a Non-Student Member has made an inventive contribution to the Student Intellectual Property under dispute, such Intellectual Property shall be governed in accordance with this Policy.

Concordia University
Minutes of the Meeting of the Faculty of Fine Arts Council
September 12, 2014

Present: C. Wild (Chair), L. Adams, B. Bartolomé Herrera, J. Berzowska, J. Bleuer, J. Blinkhorn, J. Brown, A. Cappelluto, D. Cross, A. Dutkewych, C. Fournier, C. Hammond, W.E. Isford, H. Kirschner, E. Little, L. Oades, D. Pariser, J. Potvin, C. Sawadogo, G. Schwartz, S. Snow, M. Sussman, D. Thirlwall, M.J. Thompson, D. Totaro, V. Venkatesh, A. Whitelaw

Regrets: C. Cucuzzella, Evergon, M. Montanaro

Guests: T. Too

1. Call to Order

The Chair called the meeting to order at 9:34 a.m.

2. Orientation to Council

3. Appointments (*revised* FFAC-2014-06-D1)

MOTION: (J. Sussman, L. Oades)

“that the appointments listed in *revised document* FFAC-2014-06-D1 be approved as amended.”

CARRIED

4. Approval of the Agenda

MOTION: (J. Potvin, C. Sawadogo)

“that the agenda for the meeting of September 12, 2014 be approved.”

CARRIED

5. Approval of the Minutes of the Meeting of May 14, 2014

MOTION: (D. Totaro, C. Sawadogo)

“that the minutes of the meeting of May 14, 2014 be approved.”

CARRIED

6. Business Arising from the Minutes

There was no business arising from the Minutes.

7. Chair’s Remarks

- Enrolments at status quo
- Four new tenure-track faculty members in Cinema and Studio Arts: J. Neves (CRC in Digital Cinema), M. Yaroshevsky (Film Production/Digital Cinema), S. Ghosh (Fibres), and L. Swanson (Ceramics)
- Three new CURC’s: H. Igloliorte (Art History), J. Lewis, C. Salter (both from Design/Computation Arts)
- New administrators: J. Dorner (fofa gallery), M. Perri (Director of Administration, Office of the Dean), A. Tsafaras (Manager, Planning and Academic Facilities), H. Gagnon (Recruitment)

- Three tenure-track searches this year in Contemporary Dance, Jazz Performance, and a Strategic hire in Digital Media Learning and Games (Design & Computation Arts)
- The departments of Art Education, Art History, and Creative Arts Therapies are in discussion with the Musée des Beaux-Arts and McCord Museum to forge new partnerships
- A new fundraising committee (9 members) for Graduate and Undergraduate Fellowships is being coordinated by Danièle Lavoie
- Upcoming Events:
 - o Homecoming on Sep 20-21/14
 - o M. Wagschal retrospective at Musée des Beaux-Arts
 - o Open House and Portfolio Day
 - o Biennale de Montreal on the evening of Oct 24/14
 - o Fall Convocation shared with ENCS on the evening of Oct 28/14
 - o The Provost will be attending the November meeting of Council

8. Question Period

There were no questions.

9. Academic Affairs

9.1. Curriculum Changes for the Department of Design and Computation Arts (Dossier: DART-12) (FFAC-2014-06-D2)

MOTION: (M. Sussman, J. Berzowska)

“that the curriculum changes outlined in document FFAC-2014-06-D2 be approved.”

CARRIED

9.2. Curriculum Changes for the Faculty of Fine Arts, Fine Arts Courses for Non-Fine Arts Students (Dossier: FFAR-5) (FFAC-2014-06-D3)

MOTION: (M. Sussman, E. Little)

“that the curriculum changes outlined in document FFAC-2014-06-D3 be approved.”

CARRIED

9.3. Curriculum Changes for the Department of Art History (Dossier: ARTH-7) (FFAC-2014-06-D7)

MOTION: (M. Sussman, A. Dutkewych)

“that the curriculum changes outlined in document FFAC-2014-06-D7 be approved.”

CARRIED

9.4. Curriculum Changes for the Department of Art History (Dossier: ARTH-9) (FFAC-2014-06-D8)

9.5. Curriculum Changes for the Mel Hoppenheim School of Cinema (Dossier: CINE-16) (FFAC-2014-06-D9)

MOTION: (M. Sussman, C. Hammond)

“that the curriculum changes outlined in documents FFAC-2014-06-D8 and FFAC-2014-06-D9 be approved.”

CARRIED

9.6. Curriculum Changes for the Department of Music (Dossier: MUSI-13, MUSI-14) (FFAC-2014-06-10, FFAC-2014-06-D12)

MOTION: (M. Sussman, L. Adams)

“that the curriculum changes outlined in document FFAC-2014-06-D10 be approved.”

CARRIED

MOTION: (M. Sussman, S. Snow)

“that the curriculum changes outlined in document FFAC-2014-06-D12 be approved as amended.”

CARRIED

9.7. Curriculum Changes for the Department of Studio Arts (Dossier: ARTU-8) (FFAC-2014-06-D11)

MOTION: (M. Sussman, D. Pariser)

“that the curriculum changes outlined in documents FFAC-2014-06-D11 be approved as amended.”

CARRIED

9.8. Report of the Associate Dean, Academic and Student Affairs (FFAC-2014-06-D4)

Report distributed. Questions/comments may be directed to M. Sussman at mark.sussman@concordia.ca

10. Presentations:

10.1. Encuentro – Mark Sussman, Associate Dean, Academic Affairs (11:00 a.m.)

Associate Dean Sussman updated Council on the event. Among the many things he spoke about, he estimated between 750-800 participants attended the conference/performance festival (50 from Concordia)

10.2. SIS (Student Information System) Renewal – Terry Too, Project Directory, SIS (11:15 a.m.)

The new Student Information System project began in March 2013 and is slated to go live by the end of January 2015. It will replace the current SIMS system and will integrate admissions, student records, student financials, advising, Financial Aid, and Campus Community in one package.

10.3. Communications & Web, Jasmine Stuart, Communications Advisor (11:30 a.m.)

The migration of Fine Arts web pages is expected to be complete by the end of October. Faculty profiles will go live on Tuesday. Program descriptions are moving over to the Recruitment site and will go live on November 1st.

11. Planning and Academic Facilities

11.1. Report of the Associate Dean, Planning and Academic Facilities (FFAC-2014-06-D5)

Report distributed. Questions/comments may be directed to A. Cappelluto at ana.cappelluto@concordia.ca

12. Research

12.1. Report of the Associate Dean, Research (FFAC-2014-06-D6)

Report distributed. Questions/comments may be directed to A. Whitelaw at
Anne.Whitelaw@concordia.ca

13. Other business

There was no other business brought before Council

14. Next Meeting – October 10, 2014 at 9:30 a.m.

15. Adjournment

The meeting was adjourned at 11:48 a.m.

Respectfully submitted,

J. De Bellefeuille
September 12, 2014

Appointments to be ratified

Senate Library Committee

Johanne Sloan, Art History – from September 1, 2014-May 31, 2017

Appointments for Council's information only

Council of the School of Extended Learning

Richard Lachapelle, Art Education – replacing Linda Szabad-Smyth from September 1, 2014-May 31, 2016



FACULTY OF FINE ARTS

Report to Fine Arts Faculty Council
 Mark Sussman, Associate Dean
 Academic and Student Affairs

Active Curriculum Dossiers

Department/Program	Dossier	Level	Dates	Details	Current Step
Art History <i>Interuniversity PhD</i>	ARTH-7	Grad	May 26, 2014 (FCC) Sept. 12, 2014 (FC) Sept. 29, 2014 (GCC) Nov. 3, 2014	Breaks the six-credit methods course into two three-credit courses	Council of the School of Graduate Studies
Art History <i>Art History and Film Studies</i>	ARTH-9	Ugrad	May 26, 2014 (FCC) Aug. 26, 2014 (FCC) Sept. 12, 2014 (FC) Oct. 9, 2014	Adds an Art History methods course, changes Film Studies course selections and groupings to the program requirements	Academic Programs Committee
Cinema <i>Art History and Film Studies</i>	CINE-16	Ugrad	May 26, 2014 (FCC) Aug. 26, 2014 (FCC) Sept. 12, 2014 (FC) Oct. 9, 2014	See ARTH-9 – this is a joint proposal	Academic Programs Committee
Creative Arts Therapies <i>Graduate Certificate in Music Therapy</i>	CATS-8	Grad	Oct. 15, 2014	Changes the Graduate Certificate in Music Therapy into a Diploma, to properly recognize practicum hours	Faculty Curriculum Committee
Faculty of Fine Arts <i>Courses for non-Fine Arts students</i>	FFAR-5	Ugrad	Aug. 26, 2013 (FCC) Sept. 12, 2014 (FC) Oct. 9, 2014	Makes permanent several FFAR courses that have been offered successfully	Academic Programs Committee
Music <i>Electroacoustic Studies</i>	MUSI-13	Ugrad	Feb. 17, 2014 (FCC) Sept. 12, 2014 (FC) Oct. 9, 2014	Adds six credits to the program's requirements, introduces two capstone courses	Academic Programs Committee
Music <i>Specialization in Music Composition</i>	MUSI-14	Ugrad	Aug. 26, 2014 (FCC) Sept. 12, 2014 (FC) Oct. 9, 2014	Brings the Specialization in Music Composition into line with the Major in Music, incorporates a capstone course at the 400 level	Academic Programs Committee
Studio Arts <i>Painting and Drawing</i>	ARTU-8	Ugrad	Feb. 17, 2014 (FCC) April 14, 2014 (FCC) May 26, 2014 (FCC) Aug. 26, 2014 (FCC) Sept. 12, 2014 (FC) Oct. 9, 2014	Revises course descriptions, incorporates an N.B. notation for prerequisites for intro level drawing and painting courses	Academic Programs Committee

Theatre <i>Majors in Theatre, Playwriting, and Theatre and Development</i>	THEA-22	Ugrad	Aug. 26, 2014 (FCC) Oct. 15, 2014	Combines three majors in the Department of Theatre into one, the new Major in Performance Creation	Faculty Curriculum Committee
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Hexagram Curricular Usage

The goal of the project is to encourage faculty to take advantage of Hexagram resources for limited projects within existing courses, and to encourage cross-disciplinary and cross-departmental initiatives. **We are moving from a deadline-based to a rolling proposal process.** Keep in mind that Hexagram facilities are in high demand and need to be booked well in advance, so while there isn't a deadline you would ideally plan a term ahead. Please visit <http://hexinfrastructure.concordia.ca/> for information about equipment rentals, space booking, and orientation sessions.

Pilot JMSB course in Creative Entrepreneurship

A pilot course in Creative Entrepreneurship will be offered in the winter semester by the Department of Management in the JMSB. The course code is MANA 300/4, Sec. C and it will be held on *Friday mornings from 8:45 to 11:30 a.m.* in EV 1.615. Please note that Section C will be limited exclusively for Fine Arts students, and will be designed to address issues in marketing, entrepreneurship, and fundraising in the arts and in small, creative businesses. Flyers have been distributed, please check to see they've been posted in your areas.

Graduate Supervision Forms

These forms, to be filled out by all tenure-track faculty members, will be distributed before the next Faculty Council meeting and will have a deadline for submission of January 30, 2015. Please read the guidelines, which will be distributed with the form, carefully, and if you have any questions please get in touch with Erica.

Mark Sussman @ mark.sussman@concordia.ca ; Erica Howse @ erica.howse@concordia.ca

Report for Faculty Council – Oct, 10, 2014
Ana Cappelluto, Associate Dean, Planning
and Academic Facilities

Facilities projects

- In development (Planning & Development)
 - #2013-056 Repainting of VA building exterior
- Ongoing/Active (Project Management)
 - #2012-109 VA Building Air Conditioning (Summer 2015)
 - #2012-113 MFA Gallery Visibility Project (Summer 2015)
 - #2012-114 Research and PhD student spaces FB 6th floor (Opening Ceremony October 2014)
- Completed
 - #2012-061 VA Building hallway lighting, painting, signage (Summer 2014)
 - #2012-061b VA Building Window Repair (Summer 2014)
 - #2014-003 VA-116.2 Dust Collector Replacement (Summer 2014)
 - #2011-066 FC Smith Masonry Repairs (Fall 2014)

Faculty Research Infrastructure

- Ongoing/Active
 - Researchers have started moving into the FB space but there are several details to complete before PHD's get access
 - Planning a official opening of the FB space for October 30th, after which PHD's access will start
 - The purchasing for CFI Project 21920 has been completed and the project has moved into the reporting phase.
- Completed
 - Significant changes were made to research space allocations. This included a faculty wide process and a remapping of old spaces.
 - Digital signature process introduced to the portable equipment booking system. This was the last step of moving all the departments' administrative workflows to paperless.

Board of Governors Report

Report submitted by Daniel Cross

- Attended my first Board meeting and sit on the real estate committee
- Chairperson is Norman Hebert
- The main issues of discussion were Budget compressions and the Voluntary Departure Program, all details and more were presented to Faculty Council on Oct 9.
- There was a presentation about District 3 from students and director Xavier-Henri Hervé. District 3- the “3” standing for its three founding principles: innovation, collaboration and entrepreneurship. By the spring of 2013, District 3 was open for business on the 7th floor of the Engineering, Computer Science and Visual Arts Integrated Complex. The projects are interdisciplinary collaborations between the interns — graduate and undergraduate students from the Faculty of Engineering and Computer Science, the John Molson School of Business and the Faculty of Fine Arts — and experienced alumni, who provide expert guidance and mentorship.

President Allan Sheppard’s Report:

- Opening of the Grey Nuns reading room with 234 silent study seats.
- New Dean of Engineering Computer Science – Dean Amur Asif
- New Dean of Arts and Sciences – Dean Andre Roy
- Marcel Dupuis joins us as Associate Vice-President, Development

Other Business

- 3 year Webster Library expansion/renovations. Education Department will move to the 5 and 6 floors of FB building. Student study space will increase from approx. 9% to 16% after expansions.
- Standing committees were struck
- Approval of previous years audited financial statements, year ending April 2014
- Risk Management procedures policy was presented and reviewed

Report: Senate Meeting**Meeting held: September 12, 2014.****Report by: Johanne Sloan, Department of Art History****Email: johanne.sloan@concordia.ca**

As this was the first Senate meeting of the 2014-2015 academic year, many of the Senate's sub-committees (Academic Planning and Priorities Committee, Finance Committee, Library Committee, for example) had not yet met, and therefore no reports were presented by these committees.

The main piece of news that President Alan Shepard presented to the Senate concerned budget cuts. During the summer the provincial government announced "budget compressions" in the domain of education, which have consequences for every school board, college, and university in Quebec. For Concordia this represents a cut of approximately \$16 million for the current 2014/2015 budget. President Shepard told Senate that he'd provide more details by the next meeting, but that he did not anticipate further cuts to the operating budgets of individual units or departments for this academic year.

Provost Benoit Bacon reported on the most recent renovations to the Grey Nuns properties, which have resulted in 234 new silent study seats in what used to be the chapel. In addition, 14 group study rooms have been created. All of these study seats and rooms are for the use of all and any students, across the university.

President Shepard announced that he is setting in motion a "strategic planning process" that will eventually lead to the creation of a new Strategic Plan, which will determine the future direction to be taken by Concordia University. He said that he doesn't believe in bringing in outside companies or consultants for this process (as is sometimes done by universities); instead, he proposed a series of steps that could be taken across the university, that would generate conversation and debate. To begin with (this fall), Senators will begin raising questions and topics they think are important. The president also wants to invite some external speakers who could speak to broader questions about the future of universities and of higher education. This speaker series would begin early in 2015. Once a draft version of the Strategic Plan was prepared, in spring of 2015, this document would be circulated to units and departments, in order to get their response and further suggestions. After President Shepard introduced this topic, a discussion ensued: while the response was generally positive, the student representatives wanted to ensure that they would be included in this discussion right from the beginning; someone else commented that it would be useful to be able to see previous Strategic Plans, to get a better idea of what has worked, and what hasn't; it was also suggested that "town hall" type meetings are not always effective, so other ways of engaging the university community should be brought forward.

Report: Senate Meeting**Meeting held: October 3, 2014****Report by: Eliza Griffiths, Department of Studio Arts****Email: eliza.griffiths@concordia.ca**

At this second meeting of the Senate president Dr Alan Shepard addressed the subject of how we approve the graduating list. He noted that the current procedure requiring senate approval should be revisited as it sometimes caused delays for graduating students. He suggested that the Registrar's office look into this.

Provost Bacon gave a brief address to the senate and thanked Cathy Bolton for great work on the Escape conference, at which he gave a presentation on Neuroscience and Learning. Dr Bacon announced that an ad hoc committee had been struck to look into the criteria for room allocation and bookings and he also announced that the university is moving ahead with plans for renovation of the Webster Library and will be going to the Board of Governors next for approval.

Dr Shepard provided an update for the Strategic Plan, stating that he doesn't want to move too quickly, as we should begin a process of stocktaking of previous successes, and ask ourselves where we should go next in order to stay involved in what's going on around us; and also ask ourselves how we want to position ourselves to thrive in current climate. He discussed a timeline for the development of the strategic plan including visiting speakers in winter 2014/15 and a draft document to be worked on in spring/summer of 2015. This year will be focussed on discussions of strategic direction and next year faculties, departments, and units will be asked to discuss their ideas regarding this strategic direction. Dr Shepard announced that the next senate meeting would devote at least an hour to initiate discussion and then he will ask faculties to send 1-2 representatives to a senate steering committee to discuss strategic planning.

Budget Update

Dr Shepard raised the subject of our current financial situation in light of having received large budget cuts from two successive governments with the most recent being a \$15.7 million cut from Concordia's overall budget in middle of the budget cycle. He announced a voluntary departure program that has recently been put into action. He said this option was preferable to involuntary layoffs and that so far it's been met with expressions of respect and interest. He said this would give us roughly twelve million dollars a year in savings. Dr Shepard explained that the reason the university hadn't waited until April was that it was financially advantageous to take this action before the next fiscal year. He said we will have to wait to evaluate the impact of these voluntary departures, to then determine what needs to be rebalanced.

The president also announced a suspension of programs for new computers for work stations. He stated that the government is asking public sector to operate with fewer resources and that they have announced that next year will involve even more difficult cuts. He noted that this was a long way off, though, and that things may be

different then. He posed the question: what can we, and should we, stop doing that isn't crucial as we move ahead? He said that we must continue to look and plan towards the future..

Coop presentation

There was a presentation by Jerry Hughes, director of Coop programs, which described and illustrated aspects of the existing coop program, and showed where he would like to continue to develop it. He noted the program's career focus and that it enhanced student's employability. He stated the positive impacts of the coop program but also the challenges it is facing in part due to the removal of the government funding envelope which reimbursed companies. A question regarding the difference between unpaid internships for credit and coop programs was raised, and it was determined that the university can accommodate both; ie. some programs benefit from coop placements and others rely on internships. .

Alumni Affairs

Dr Shepard raised the subject of Alumni Affairs as being a highly important issue and the cultivation and development of Alumni relations to be a top goal in order to foster a stronger Concordia community. The president discussed philanthropic gifts and the cultivation of donors to the university. He noted that these donations and gifts often take time to come to fruition and that the cultivation of philanthropic culture involves educating and informing potential donors and cultivating this relationship over time.

There followed a presentation by Marcel Dupuis who has recently been hired as Director of Alumni Relations and who has expertise in higher education fundraising.

A question was posed regarding whether Concordia has a position on matters of sexual assault in light of recent problems at McGill and in Ontario. Dr Shepard responded that Concordia had opened a Sexual Assault Resource Centre in the summer and that he holds a zero tolerance position regarding the issue. He said that this position is actively being disseminated through educational strategies in areas of potential concern, notably in sports. A student representative announced that the Center for gender advocacy will be doing workshops addressing the issue at the Liberal Arts College this fall.

Meeting adjourned.