

Fields in RED must be completed.

Principal Investigator	RES# (if known)
Sponsor	
<p>Section 10 of the Patent Policy, which forms part of the agreements between the Association of Academic Staff of the University of Alberta and The Governors of the University of Alberta (the "University"), states that "where the University believes that such agreements are in the best overall interests of the University and the Inventor, certain contracts, grants, sponsorships and research agreements which have been or will be entered into by the University, on its behalf or on behalf of certain of its members, with industrial companies, government agencies and other bodies, may contain provisions, whereby all PIP are licensed to such companies, agencies and other bodies or assigned to the University and licensed to such companies, agencies or other bodies and may contain provisions which are at variance with the provisions of this Policy".</p>	
<p>The Research Services Office is the unit responsible for negotiating these contracts, grants, sponsorships and research agreements on behalf of the University of Alberta. This Declaration of Interests will be used by the Research Services Office as provided in the Declaring Best Interests of Inventor (Section 10 Variation of Patent Policy) Procedure.</p>	
<p>This Declaration pertains to the proposed agreement between:</p> <p>(the "Sponsor")</p> <p>and the University (the "Agreement") for the research (which is in the Principal Investigator's area of research at the University) described as [please include the title of the proposal]:</p> <p>(the "Research").</p>	
<p>I, hereby declare to the University:</p> <p>1. Voluntary and Independent</p> <p>I will be the Principal Investigator of the Research. I have chosen to complete and submit this Declaration of Interests:</p> <ul style="list-style-type: none"> a) On a voluntary basis; b) Without influence or pressure from the University; and c) Following the opportunity to seek independent advice from persons of my choosing. 	
<p>2. <i>Patent Policy</i></p> <p>I am aware of the terms of the <i>Patent Policy</i> including my right as an Inventor of any PIP to own that PIP unless otherwise provided in a contract, grant, sponsorship or research agreement entered into by the University in accordance with Section 10 of the <i>Patent Policy</i>.</p>	
<p>3. Involvement of others in the research project</p> <p>There are other University of Alberta people involved in this research project. Yes No</p> <p>If Yes, select all individuals who are involved in this research project:</p> <ul style="list-style-type: none"> Graduate Students <ul style="list-style-type: none"> In furtherance of a thesis or course project report (see note 1); or Not in furtherance of a thesis or course project report. Co-Investigators, Non-Academic Staff or Students (non-Graduate) Post-Doctoral Fellows 	
<p>4. Likelihood of creation of PIP</p> <p>In my opinion, the Research is unlikely to result in the creation of PIP.</p> <p>In the event the Sponsor requires the inclusion of licensing conditions for PIP within the research agreement, I am indifferent to such conditions (see note 2) (skip to step 6); or</p> <p>In the event the Sponsor requires the inclusion of licensing condition for PIP with the research agreement, I would prefer that those licensing conditions be consistent with any licensing conditions expressed as my preferences in step 5 below (complete step 5).</p> <p>In my opinion, the Research is likely to result in the creation of PIP.</p> <p>In the event the Sponsor requires the inclusion of licensing conditions for PIP within the research agreement, I am indifferent to such conditions (see note 2) (skip to step 6); or</p> <p>In the event the Sponsor requires the inclusion of licensing condition for PIP with the research agreement, I would prefer that those licensing conditions be consistent with any licensing conditions expressed as my preferences in step 5 below (complete step 5).</p>	

5. Licensing Terms

In the event the Sponsor requires the inclusion of licensing conditions for PIP within the Agreement, I would prefer the licensing conditions to reflect the following:

a) Exclusive vs. non-exclusive licence (choose one)

I would like the Sponsor to be the only party who may have the licence over the PIP (exclusive licence); or
I would like to grant licences to the PIP to more than one party (non-exclusive licence).

b) Royalties (choose all that apply)

The Sponsor should not have to pay royalties to license the PIP. The Inventors will not receive royalties.

The Sponsor should pay royalties to license the PIP.

Royalty Rates: I wish to involve TEC Edmonton in the negotiation to discuss royalty rates.

c) Other licensing terms (choose all that apply)

Pre-negotiate full licence terms—The Sponsor wishes to pre-negotiate a licence to the PIP. I understand that TEC Edmonton will handle this negotiation.

Field of Use—There is more than one Sponsor involved or this Sponsor will get rights related only to a particular field of use. I understand that TEC Edmonton will be involved in the negotiation to provide advice around delineation of the fields of use for a licence to each Sponsor.

Field of Use—I want the licence to the Sponsor to be limited to a specific field of use:

Note: field of use will not be restricted, unless otherwise noted on this form

Time—I want the licence to be limited to a specific time period:

Note: default time specification is perpetual, unless otherwise noted on this form.

Geographic—I want the licence to be limited to a specific jurisdiction:

Note: default geographic specification is worldwide, unless otherwise noted on this form.

6. I acknowledge that:

The *Patent Policy* applies to all members of the University, including faculty, researchers, staff and students whether registered for credit or not and that any such member participating in the Research may be a creator or co-creator of PIP and consequently an Inventor as defined in the *Patent Policy*. I am aware that the University must take the foregoing into consideration in determining whether a research agreement is in the best overall interests of the University and the Inventor.

Pursuant to other applicable University policies and procedures, including but not limited to the *Research Administration Procedure (Roles and Responsibilities)*, one of my responsibilities is to ensure all staff and students engaged in the research are fully informed of the terms and conditions the research agreement.

The University will pursue negotiations with the Sponsor to the extent necessary to ensure that the Agreement is compatible with University policies on copyright and publication (see note 3).

Dated this day of , 20

Principal Investigator:

(Please sign here)

Notes:

1. University policy states that "graduate students should not undertake, nor supervisors involve students in research for a thesis when the thesis project is part of a contract which prohibits public access to the thesis. A thesis should be made freely available to the public as soon as it has been successfully defended". It is a responsibility of the supervisor of the student to inform the student of the University policy on public access to thesis results and to explore with the student the possible ramifications of the student's participation in research, at the outset of a thesis project.
2. Including but not limited to conditions for an exclusive, perpetual, royalty-free, worldwide right of the Sponsor to use PIP for commercial purposes and to commercialize such PIP.
3. The terms of the *Copyright Regulations* which form a part of the agreement between the Association of Academic Staff of the University of Alberta and the University state, amongst other things, that a staff member owns any copyright in any original works that staff member produce in the course of research for the University. University policy states that a graduate student must own copyright in that student's thesis.

**** Please return a signed copy of this form to the RSO Agreements Administrator negotiating the research agreement referenced herein**

- a) in .pdf format by email; or
- b) by fax to 780-492-0949