

Collective Agreement – Association Proposal

2. Academic Freedom

2.6 When speaking and writing outside the institution, **including on Social Media**, Members enjoy the same freedoms and exercise the same responsibilities as other citizens. Mindful that the public may judge the profession and the institution by their public comments, the Parties agree that Members should strive to be accurate, respect the opinions of others, and, when necessary, distinguish personal comments from those authorized on behalf of Concordia. Concordia assumes no responsibility for views expressed by Members when speaking and writing outside the institution.

4 Recognition, Representation and Association Dues

4.14 The Association will have a voting member on Concordia’s Board of Governors, nominated by the Association, unless every Association nominee has been determined, by a 2/3 vote of the Board, to not be qualified for Board membership according to the general standards for Board membership expressed in the Board’s Bylaws.

5 Employer Rights

5.2 The Employer will keep a current ~~and available~~ record of all policies, procedures and standards of the institution and **make this record available electronically to all members. provide copies to** ~~The employer will notify~~ the Association when such documents are revised.

8 Faculty Member’s’ Rights, Responsibilities and Work Assignment

8.1 The responsibilities of a Member shall include:

(a) Participation in teaching programs, including classroom teaching, supervision and advising students in areas related to the Member’s area of expertise. **Members supervising senior research students will be compensated at the rate of 1 (one) hour per student per week, over and above teaching hours.**

(b) Participation in research and scholarship (which may include the creation or performance of creative works and reflective inquiry), and the dissemination of the results of research according to the conditions found in 8.7 of this Article.

(c) Provision of service to the departments and faculties of Concordia and their professional disciplines.

(d) Participation in the governance of Concordia, its Faculties and Departments.

(e) If requested, dissemination of knowledge to the general public by making available the Member’s expertise and knowledge of the discipline.

All of the above shall be carried out according to the standards established from time to time by the General Faculties Council. **The current standard shall be made available to Members on CUE's website as per clause 5.2 of this agreement and all changes shall be brought to the attention of the Faculty Association.**

8.5 Total Teaching Assignment

8.5.1 The teaching assignment value for a course is normally the number of contact hours per week for the course. The teaching assignment for special circumstances such as independent study courses, low (normally fewer than ten (10)) enrollment courses, and administrative assignments, will normally be determined by the responsible Dean, in consultation with the relevant Department Chair, and Member, having regard to all the circumstances, including the importance of the course to the program.

8.5.2 ~~For Members teaching solely in undergraduate programs, the total teaching assignment is 24 hour equivalents with primary focus on teaching and service.~~ **may select one of the following two work pattern options, with associated weightings of teaching, research, and service:**

- (a) 24 teaching credits: Teach (80%) Service (20%); or**
- (b) 18 teaching credits: Teach (60%) – Research (20%) – Service (20%)**

~~For Members whose teaching includes graduate instruction or supervision, or are identified to Alberta's Quality Council as faculty Members supporting a graduate program, the total teaching assignment is eighteen (18) hour equivalents, with corresponding increased focus on research and scholarship are placed in work pattern (b). A member in work pattern (b) who has received tri-council funding as the Principal Investigator may elect a weighting of 40%, 40%, 20%. For those Members with less than one (1) year of service the total teaching assignment is eighteen (18) hour equivalents. In no case shall a Member be required to accept more than two hours of teaching equivalents above their total teaching assignment. Members who accept teaching in excess of their total teaching assignment shall be compensated in one of the following ways:~~

- (a) A reduction in teaching, corresponding to the excess hour equivalent to be taken within two (2) years of the excess assignment, or
- (b) The current sessional stipend. The form of compensation shall be negotiated prior to the Member agreeing to the excess teaching.

8.5.4 Members have the right of first refusal for all courses taught within their department before courses are offered to sessionals.

8.5.3 ~~5~~ Teaching responsibilities shall also include maintenance of regular, posted office hours at times of ready access for students, colleagues, non-academic service employees of the institution and administrative officers; course preparation; assisting and advising students.

NEW - 8.8.3.3 Faculty Members are entitled to claim up to a 6 hours/week per year teaching assignment reduction for research purposes, at their own cost--receiving a salary reduced by the cost of hiring a sessional instructor to teach the amount of the reduction.

8.10 Chair Work Assignment Chair

8.10.1 The Dean, after discussion with the **current** Chair, will determine the work assignment of the Chair.

8.10.1.1 The instructional workload shall be determined with due regard to the number of Members under the Chair's supervision, the number of students in the Academic Department, and the number of programs offered by that department.

8.10.2 Unless otherwise agreed by the Vice-President Academic & Provost, the work assignment of a Chair will include teaching.

8.10.3 A Chair's teaching assignment reduction will include at least six teaching contact hours over the academic year.

8.10.4 New chair positions must be posted internally, including the associated teaching reduction. Members of the department for which the position is posted may apply for the position. Applicants will be evaluated by a committee chosen by members of the department for which the position has been advertised.

8.10.45 The Faculty Association shall be notified of chair workload assignments annually on or before September 1.

8.14.3 Generally, the content of the Annual Report, which is also used for the purposes of compiling and reporting research activities to the Ministry, shall be in the format attached as Appendix "C", and shall include, as a minimum:

(a) The Member's name, rank, Department, and Faculty;

(b) The Member's current CV;

(c) The Member's teaching dossier as outlined in the GFC Policy on Faculty Evaluation (AC3000), and details of teaching activities, **including:**

new courses, lab manuals, programs or techniques, or curriculum developed;

existing courses modified in terms of either content or delivery method, contributions to program modification and maintenance, student mentoring and advising.

NB: Appendix C will need to be modified accordingly - see Article 10 Annual Evaluations

9 Ranks and Categories

~~9.6 If an Assistant Professor (including an Assistant Professor who has not elected to be treated as a Grandfathered Assistant Professor) does not advance in rank from Assistant Professor to Associate Professor in accordance with Article 11 (Advancement in Rank) by the end of their five (5) year probationary appointment, and does not have their probationary appointment further extended for three (3) years in accordance with this Article, then their appointment will end. If such an Assistant Professor's probationary appointment has been further extended for three (3) years in accordance with this Article, then they will have those three (3) years in which to advance in rank to Associate Professor in accordance with Article 11 (Advancement in Rank), failing which their appointment will end.~~

10 Annual evaluations

10.4 The pdf version of the Annual Report stored electronically and any paper copies of the Annual Report, as well as the Dean's written response to it, shall be deleted no later than ~~seven~~ **five** years from the date of initial submission of the Annual Report to the Dean.

10.5 The standards to be applied in evaluating Members pursuant to this Article 10 shall be those standards determined by the General Faculties Council from time to time, in its discretion. **The current standards shall be made available to Members on CUE's website, and all changes shall be brought to the attention of the Faculty Association.**

NEW - Proposed MOU - Within six (6) weeks of signing of this agreement the parties agree to strike a committee to review the information gathered in the Annual Report. This party will comprise two (2) members of administration, two (2) members of the Faculty Association, and four (4) department chairs, one from each of the faculties of Arts, Science, Education, and Graduate Studies. This committee shall make recommendations to the GFC concerning the information gathered in the annual report.

For Example: Categories for creative research and performance need to be included as well as community based research projects. The current form categories are all related to published forms of research. The form does not include any type of professional development activities.

11 Advancement in Rank

11.5 A recommendation on advancement shall be made by the Member's Department Chair, or in the absence of a chair **a member of the department, elected by the department** ~~the Member's Dean~~. This recommendation shall be based on a departmental review of the application and whether favourable or unfavourable shall be shared with the Member and subsequently shall be forwarded to the Chair of the AIRC on or before 1 November of the year in which the review is to take place.

NEW Creative/applied research could be more clearly outlined in the agreement such as:

addition of recordings or images from creative works or community projects as evidence of research .

(a) Substantial creative works relevant to the discipline or scholarly field which have been made public or made significant contributions to artistic practice.

(b) Documentary evidence of exemplary practice in professional fields, which may include written research, and policy or practice monographs and unproduced creative works such as scripts or compositions

13 Discipline: Faculty Members

13.4 Any person may make a complaint to the Vice-President Academic & Provost about the conduct of a Member, including in the complaint a detailed description of the conduct or matter complained of. ~~Not~~ Every disciplinary action must be initiated by way of a complaint.

14 Non Discrimination and Harassment

14.2 Alleged instances of harassment and discrimination involving Members shall be dealt with in accordance with Concordia's Sexual Orientation and Gender Identity Policy and Harassment Policy as contained in the Alfresco policy folder. Any changes to Concordia's Harassment Policy and/or Sexual Orientation and Gender Identity Policy shall require prior ~~consultation with~~ **approval by** the Association.

15 Retirement

New: 15.11 By mutual agreement between the Member and Employer, the Member may have a phased pre-or-post-retirement period of N% of full time duties with N% pay, for whatever period of time is mutually agreeable between the Member and Employer.

16 Salary and Benefits

Appendix 2 shows the proposed grid for 2021/2022; we propose a 2% CoLA increase over that for 2022/23; subsequent years, if applicable, depend upon the term of the agreement.

New: 16.3.2 The Employer will ensure that its Defined Benefit Pension Plan maintains a minimum solvency ratio of 87%.

17 Intellectual Property

See Appendix 1

18 Vacation

18.5 Vacation must be taken within the contract year (July 1 to June 30). **No more than five (5) days of** ~~v~~ vacation entitlement may ~~not~~ be carried from one contract year into the next.

18.3 With the exception of Members teaching in trimester programs, Members have the right to schedule vacation at times of their choosing within the intersessional period (five (5) working days after the end of the winter **term** examination period, through five (5) working days before fall semester classes begin). Vacation time outside the intersessional period must be approved by the Dean, with any disputes concerning vacation time being referred to the Vice-President Academic & Provost for final resolution. **Vacation time during the intersessional period does not require approval by the Dean.**

18.4 Members teaching in trimester programs have the right to schedule vacation at any times the Member does not have teaching responsibilities (beginning no earlier than five (5) working days after the end of examinations or, if there are no examinations, five (5) days after the end of classes). Vacation during times of teaching responsibilities must be approved by the Dean, with any disputes concerning vacation time being referred to the Vice-President Academic & Provost for final resolution. **Vacation during times when a member has no teaching responsibilities does not require approval by the Dean.**

19 Medical Leave

19.3 Where a medical leave exceeds or is expected to exceed fourteen (14) days, the Dean shall refer the Member to Human Resources. The Member shall coordinate with Human Resources to complete a short-term disability form. The completed form shall be forwarded to Human Resources. Once the claim has been reviewed, Human Resources shall formally advise the Member whether he or she is on medical leave, with the effective date of the leave to be the date the Member was first absent from duties as a result of the illness or injury. If the application is not approved, Human Resources may recommend to the Vice-President Academic & Provost that the Member be examined by a physician. The Vice-President Academic & Provost may require the Member to be examined by an appropriately qualified physician selected by the Vice-President Academic & Provost, ~~after consulting with~~ **provided the Association is satisfied that the physician selected by the member is not appropriately qualified.** Pending the outcome of the medical examination, the Vice-President Academic & Provost may place the Member on interim medical leave. If a medical examination is directed by the Vice-President Academic & Provost, the Member shall cooperate with reasonable requests made by the physician, including requests for relevant medical information. Following the examination, the physician shall provide an assessment of the Member's fitness to perform his or her duties to the Vice-President Academic & Provost and Human Resources.

20 Leaves of Absence

20.3 Paid Childbirth Leave: *remove all reference to "female" Member, simply refer to Member.*

20.8 Political leave:

20.8.1 A Permanent Member, on application, may be granted unpaid political leave of up to six (6) months in order to run for political office.

20.8.2 If a Permanent Member is elected to political office, their position at Concordia University of Edmonton will be held until they no longer hold office.

20.8.3 Political leaves must be applied for in writing to the member's Department Chair and are subject to approval by the appropriate Dean.

20.8.4 During Political leave, the Member may maintain benefit coverage by paying 100% of the employee and employer premium costs for the benefits they choose to keep.

20.9 Urgent Family Leave

20.9.1 A Member, upon application, shall be granted leave of absence from regular duties and responsibilities for up to three (3) days per year to make arrangements for or attend to the needs of an immediate family member in the event of a sudden or serious illness. For this policy, “Immediate family” members are defined as: the Member’s parents, siblings, spouse, domestic partner, child, child or parent of spouse/domestic partner or individual living within the Member’s home under the legal guardianship of the Member.

20.9.2 When, owing to an emergency, a Member must be absent from regular duties and responsibilities before a leave application can be processed, the Member shall advise the Area Chair and appropriate Dean of the circumstances within two (2) work days of departure and provide an estimate of the time that the Member expects to be absent from duties.

20.9.3 Leaves granted for urgent family reasons shall be without loss of salary and benefits.

20.10 Bereavement Leave

20.10.1 A Member is allowed leave with pay up to three (3) working days in the event of death in a Member’s family, plus traveling time not to exceed two (2) working days. Requests for bereavement leave must be approved in advance by the appropriate Dean.

20.10.2 The Member shall advise the Area Chair and Dean of the circumstances as soon as reasonably possible and provide an estimate of the time that the Member expects to be absent from duties.

20.11 Court Leave

20.11.1 Leave without loss of salary and benefits shall be granted to a Member subpoenaed to be a witness or summoned for jury selection and/or jury duty in Canada.

20.11.2 The Member shall notify in writing the Area Chair and appropriate Dean immediately upon being subpoenaed or summoned and are required to submit a copy of the summons.

21 Sabbatical

21.4: change 1/8 to 1/7

21.2.2: Administrative appointments will not be counted towards Sabbatical Leave eligibility. Serving as Department Chair is not included as an administrative appointment.

23 Effective Date

23.1 This Agreement shall be effective on the date that it is ratified by the parties up to and including June 30, 2021, and for further periods of one (1) year unless written notice is given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein or a wish to bargain with a view to the making of a new Agreement, within the period from ninety (90) days prior to the renewal date. Should neither of the parties give such notice **prior to the renewal date**, this Agreement will renew for a period of one (1) year.

24 Reduction in Force Through Financial Exigency or Program Redundancy

24.1.2 Program Redundancy, meaning academic programs have insufficient enrolment making the programs unsustainable in their current form, ~~normally~~ involving **at least** three (3) years of ~~declining or~~ insufficient enrollment.

24.6 For a period of two full academic years following termination the Vice President Academic and Provost shall not authorize the replacement of Members by other instructional staff or the appointment of new instructional staff to the Program. Should the Program be reinstated within that period, or a new Program be established which requires instructional staff with similar qualifications, or if instructional staff are required to deliver the same or substantially similar courses, all former Members whose employment was terminated shall be informed of all such new positions.

Members on the recall list, who choose to apply for such positions, shall have the right of first refusal for appointments for which they are qualified, provided they inform the Dean within forty days of notification.

If more Academic Faculty members apply than there are vacancies, the selection shall be made on the basis of the Member's seniority prior to the termination of their employment.

If a Member is reappointed, the period between the end of the notice period and reappointment shall be considered as service at the University. Salary on reappointment shall be at the same rate as on termination adjusted for any scale adjustments in the interim.

26 Official File

~~26.3 It is recognized that copies of some or all of the materials in the Official File may be used for normal administrative purposes. Copies of such materials may be filed elsewhere for these purposes. The Official File shall be clearly marked as confidential.~~

26.7 Documents related to annual evaluation, advancement in rank decisions, and unacceptable academic performance (including any evidentiary or supporting materials related to these matters arising from either submissions or appeal processes), ~~need not~~ **will** be kept together with the Official File, but will be kept by the Employer for no less than 5 years, ~~with only the results of those matters being kept in the Official File.~~

~~26.8 Past documentation pre-dating this agreement pertaining to any Member need not necessarily be included in the Official File, depending on the availability and organization of such material.~~

27 Association Work

~~27.1.7 Work release credit for non-faculty members of the Association involved in Association work or collective bargaining will be determined as per the MOU presented in Appendix "F"~~

21.1.7 Work release for non-faculty members of the Association

21.1.7.1 - Concordia shall annually grant to the Association two (2) three-credit courses, or the 6 hour equivalent, release for non-faculty Members, to be assigned by the Association to carry out Association work. If a single member is granted this release, this shall generally be administered over the academic year, with one course (or 3 hours) per term.

21.1.7.2 - If a non-faculty member is the Association's Chief Negotiating Officer, then Concordia shall grant them one (1) course, or the 3 hour equivalent, release in addition to any other course or workload release the Chief Negotiating Officer may have, in years in which bargaining occurs.

NEW ARTICLE X

X. Faculty Complement

X.1 The Parties agree to the following with respect to the percentage of courses taught by permanent or probationary members who hold the status of Assistant, Associate, or Full Professor:

(a) In each academic year, no fewer than 70% of the total number of credit course sections offered shall be delivered by members with permanent or probationary appointments. Within any Department, Faculty or School, no fewer than 60% of the total number of credit course sections shall be delivered by members with permanent or probationary appointments.

(b) No later than August 1 the Employer shall provide the Faculty Association with a list of all credit course sections and the name and appointment status of each of the faculty members who have delivered them in the preceding academic year.

(c) In the event that the percentage falls below the level required under Article X.1(a) in any Department, Faculty or School, the University shall restore the percentage to at least the required level within the following academic year unless mutually agreed to by the Parties.

Part II ASOs

30 Application of Articles

19 Medical Leave - ALL of Article 19 should apply to ASOs as well

27 Work Release Credit

32 Appointments

32.2 Search committee – open to full department

Probationary period of 1 year

35 Medical Leave

Switch to ALL of Article 19 applying to ASOs

36 Salary, Payroll and Other Benefits

Salary - All ASO Members shall be boosted by 3 grid steps for 2021-2022. For further years of the agreement each step of the grid will increase by 2% CoLA.

37 Annual Performance Review

37.5 'Concordia will review job descriptions as required and bring any changes to the job descriptions to the Faculty Association. Changes will be mutually agreed upon before implementation.'

39 Librarians

39.4 Librarian Research

Librarians shall be encouraged to participate in research, scholarly or other creative activities related to librarianship or another discipline related to their work. Although it is not expected that all Librarians will engage in research and/or scholarship, those who do shall have the right to seek University support for the research/scholarship, including designated time, up to 20%, to be devoted to such activities. It shall be recognized that scholarly activities may vary from Librarian to Librarian and from time to time and, as a consequence, the time devoted to scholarly activity may also vary.

39.5 Workload

Librarians shall have a maximum scheduled duty period of thirty-five (37.5) hours per week.

There will be not more than five (5) days of scheduled duty per calendar week.

Employees are entitled to two consecutive (2) days per week free of scheduled duties.

A Librarian's workload shall be such that the required duties and activities can be reasonably performed during working hours. A Librarian shall not be asked to work overtime without compensation mutually agreed upon by the Librarian and the Library Director.

There shall be a written job description for every Librarian position which states the tasks and responsibilities of the position. This job description may be updated and renegotiated between the Librarian's supervisor and the Librarian yearly, in consultation with the Library Director if the Librarian's supervisor is someone other than the Library Director.

40 Field Placement Coordinators

Placement liability for coordinators

41 Lab Instructors

41.2 'The principal responsibilities of Laboratory Instructors are to plan, instruct, and supervise student laboratory experience in conjunction with the course instructors. Laboratory Instructors enforce laboratory safety regulations and evaluate student performance.'

41.3 Ranks and Categories for Laboratory Instructors

Laboratory Instructor I – Initial Appointment for Laboratory Instructors at CUE with Master's Degree. Will automatically start at ASO Grid Placement SO5-08.

Laboratory Instructor II – Have worked at CUE for at least 3 years

Senior Laboratory Instructor I – Have worked at CUE for at least 7 years or have a Doctorate. Will be at Grid Placement SO5-15 due to time worked at CUE or will start at Grid Placement SO5-11 (Doctorate).

Senior Laboratory Instructor II – Have worked at CUE for at least 10 years.

Laboratory Coordinator – Assigned coordination role for one or more laboratory courses. Involves designing labs, testing new labs, initial contact for sessionals teaching the labs (for plagiarism issues or for other sessional concerns), setting lab manuals and assignments for the lab. Laboratory coordinators will either be granted 1 course release or an overtime contract (3 hours/week) for this work.

Lecturer – Lab instructors who are asked to teach a lecture for the department. Laboratory Instructors will teach a maximum of 1 lecture/term unless otherwise negotiated. This will mean that their teaching for the term would be 4 labs-1 lecture instead of the usual 5 labs. Overtime can be negotiated between the department and the laboratory instructor with the lectures being considered the overtime teaching.

Appendix 1 - Intellectual Property

1. Introduction

The mission of Concordia University of Edmonton (the “University” or “CUE”) comprises teaching, research, and public service. Central to these complementary activities is the pursuit of knowledge and the sharing of this knowledge within the institution and with the wider community that the institution serves. It is therefore the University’s responsibility to support its faculty, staff, and students in the creation, protection, and public dissemination of their Intellectual Property. The Research Office provides support to the research and creative activities that generate Intellectual Property. And the present policy establishes the procedures that govern the use and dissemination of Intellectual Property; it also defines the criteria that apply to the ownership of and commercial rights to Intellectual Property that is developed by the University’s employees and students.

2. Objectives

The objectives of this Policy are the following:

- a. To support the mission of CUE;
- b. To preserve academic freedom in research and creative activity;
- c. To reaffirm the right to publish and to encourage the creation of Intellectual Property;
- d. To provide a mechanism for the utilization or commercialization of Intellectual Property in a manner that benefits the creators of the Intellectual Property, CUE, and society;
- e. To protect the rights of CUE, CUE employees, and the Intellectual Property that they create.

3. Definitions

Within this Policy, the following underlined terms have the following meanings:

Academic Staff Member: an Employee of the University who holds an academic appointment, including both teaching and non-teaching staff, part-time or full-time, with or without definite term appointments. Academic Staff Member also includes Adjunct Professor, Professor Emeritus, and other honorary appointees when carrying out their professorial duties. In addition, for the purposes of this policy, academic staff members include Information Services Librarians, Field Experience Coordinators, and Laboratory instructors.

Commercialization: any activity relating to the legal protection, use, sale, transfer, license, marketing, duplication, or other disposition of Intellectual Property for the purpose of profit.

Commercialize: to pursue Commercialization.

Creator: the author or inventor of Intellectual Property (“IP”) who is a University Employee or a Student. To be considered a Creator, an individual must be considered to be a creator of IP pursuant to the relevant law. This Policy recognizes that collaborative or co-operative effort may involve several Creators, or may involve authors or inventors who are not subject to this Policy, and whose rights in the IP may prevent Publication or Commercialization if those non-employee and non-student authors or inventors have not given the required legal consent for use of their contributions. Where there are two or more Creators of the same IP who are University Employees and/or Students, all references to the rights and obligations of “a Creator” in this Policy shall apply equally and simultaneously to all Creators of the IP in question.

Institutional Work: Intellectual Property created at the request of the University, under written agreement with the University, for the University's use.

Intellectual Property (abbreviated in this document as IP): any form of knowledge or expression created with one’s intellect that can be owned by a person and that can be protected by patent, copyright, trademark, integrated topography, industrial design laws, or other equivalent legislation or legal doctrine. Intellectual Property includes, but is not limited to, such things as inventions, computer software recorded in any format, works of art, databases, research data, audio-visual material, electronic circuitry, biotechnology and genetic engineering products, all other legally protectable products of research, and know-how.

Moral Rights: the limited and non-transferable rights of a Creator of a copyrighted work, as recognized under Canadian copyright law.

Policy: means this IP Policy and any appendix or appendices to it.

Publication or Publish: making IP publicly available through any public medium, including (but not limited to) speech, print, paper, and electronic communication.

Student: a part-time or full-time undergraduate or graduate registered student of the University.

Traditional Academic Work[A1] : IP other than Institutional Work in any form that is created to support teaching including course development and on-line courses or that takes the form of one or more of the traditional kinds of academic output related to research and/or publications (such as textbooks, journal articles, and monographs). This academic output includes, but is not limited to, educational, scholarly, artistic, or literary works in any medium and tangible research

outcomes. Intellectual Property created for public service (such as speeches, reports, etc.) shall [A2] also be considered a Traditional Academic Work.

University: Concordia University of Edmonton.

University Employee: an individual employed by the University in any capacity, and includes Academic Staff Members, student employees, post-doctoral fellows, and research grant employees affiliated with the University, who use University Resources in the course of University-related research and/or creative activities.

University Resources: resources that include but are not limited to the University's physical structures, research laboratories, capital equipment, facilities, services, personnel and use of funds administered by the University. A reference to "use of University Resources" in this Policy does not include:

- a. The payment of basic salary to University Employees;
- b. The provision of a standard academic or administrative environment to University Employees or Students in which to perform their normal duties or activities, including office space and furnishings, office computer equipment and software, and any other equipment that is necessary for the performance of normal teaching or academic duties or Student activities, or for the production of Traditional Academic Work;

Vice-President Academic and Provost: the office of the Vice-President Academic and Provost, or such equivalent office if renamed.

4. Principles

4.1 Canadian intellectual property laws normally provide that the Creator of Intellectual Property is the owner of the IP, unless such IP was created in course of employment, and it may be explicitly or impliedly recognized that the employer was intended to be the owner, subject to any contractual arrangement which governs the situation.

4.2 In light of article 4.1 above, the University recognizes that ownership of IP may be vested either in the Creator or in the University; the University and a Creator will therefore observe the following principles and have the following rights and obligations:

4.2.1 A Creator of IP is the first owner of the IP and is free to publish the IP without commercial intent, to pursue Commercialization of the IP with the assistance of the University, or to pursue Commercialization of the IP in the Creator's own right.

4.2.2 In keeping with the University's scholarly/educational mission and its dedication to the pursuit and dissemination of knowledge, the University does not encourage the development of IP solely for profit or personal gain.

4.2.3 The University retains a non-exclusive, royalty-free perpetual right to use for educational, scholarly, administrative, and other non-commercial purposes all IP that is created as part of Traditional Academic Work or through the use of University Resources.

4.2.4 The University retains the right to share in the revenue earned from the Commercialization of any IP that is created through the use of University Resources.

4.2.5 In light of the University's responsibility to be accountable to the government and to the public, in any case where research related IP is created through the use of University Resources, the Creator shall notify the University in writing of any innovation, discovery, or invention related to such IP. This notice of IP form provided to the University is merely informational, and does not constitute an election on the part of the Creator to Commercialize the IP or not.

4.2.6 As owner or joint owner of the IP, the Creator will be wholly responsible for ensuring the IP does not violate the rights of third parties, and the Creator will be solely liable for any claims brought against the Creator or against the University in relation to any part of the IP constituting an infringement or other violation of the rights of any third party. Where the University is owner of the IP, either initially, or through an assignment from the Creator for the purposes of Commercialization, the University will normally [A3] take financial responsibility for such claims. The Creator is responsible in all cases to obtain in advance any necessary clearances from third parties for any IP created by or contributed to by the Creator.

5. Applicability

5.1 This Policy applies to all University Employees and Students.

5.2 This Policy does not apply to IP that is the product of non-University activities that do not make use of University Resources: for example, outside employment or other activity in an area unrelated to University activities, or activities conducted wholly while on an unpaid leave of absence away from the University.

5.3 This Policy does not apply to IP created by individuals not affiliated with the University, except to the extent a Creator must recognize and disclose any IP interest of any non-affiliated individual, in the IP of which the Creator claims ownership. This Policy continues to apply to University Employees who leave the employment of the University, and Students who leave, or

graduate from the University, where the IP was created during the time of employment or study at the University.

6. Ownership

6.1 The Creator of Traditional Academic Work is the owner of that IP, unless the Creator has entered into an agreement with the University to the contrary. This means that the Creator of Traditional Academic Work retains all rights pertaining to ownership, except as specified in 4.2.3 and 4.2.4.

6.2 Pursuant to article 4.2.4 above, the University retains the right to share in the commercial benefits of IP created by a Creator through the use of University Resources, including IP that arises from Traditional Academic Work that is created through the use of University Resources.

6.3 The University is the owner of Institutional Work unless the Creator and the University establish an agreement in writing to the contrary.

6.4 The University is the owner of IP that results from the performance of a contract for service, agreement, or commission in which the University and the Creator have agreed to assign ownership of the IP to the University. This may include products developed for distance education, continuing education, customized training, and courses purchased outright by the University; and other types of teaching or research-related materials, production of which is initiated at the request of the University. The Creator of products developed for distance education, continuing education, and customized training may request the consent of the University to use agreed extracts from the written or recorded materials for other purposes, including the preparation of textbooks.

6.5 Owners of IP, including Students, may voluntarily assign or transfer any interest in the IP to the University, including assignments made to enable the University, at its discretion, to transfer ownership to others.

6.6 Where the University is the owner of IP, it may assign or transfer any interest in the IP to the Creator.

- 6.7** Where the University is the owner of the copyright in IP, the Creator will
- a. retain all Moral Rights in the copyrighted work (The Creator may, but is not obligated to, waive moral rights at the request of the University);
 - b. have the right to revise the copyrighted work at reasonable intervals; and
 - c. have a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable license to use, revise, and modify the copyrighted work for non-commercial purposes.

6.8 The University will not make agreements that affect a Creator's ownership rights without the Creator's consent.

6.9 In the case of multiple Creators, the Creators should determine by written agreement the proportion of ownership of each Creator and the assignment of first and subsequent authorship. This agreement should be concluded before the Creators seek to publish the IP or to apply for proprietary protection of IP (as in the case of patent applications). The existence of any such agreement among Creators should be noted in the Creators' notice of IP form or disclosure of intent to commercialize form (the "DITC" form referenced in Section 8) submitted to the University.

7. Communication and Dissemination

7.1 Subject to any agreement between the University and a Creator regarding publication terms, a Creator of IP retains the right to Publish or not to Publish the results of the Creator's research, including to determine the timing of the Publication of the results of the research. However, a Creator of IP should be aware that owners of IP are responsible for meeting any deadlines for proprietary protection of IP: for example, in filing patent applications.

7.2 DELETED

7.3 The University will obtain the consent of the Creator before entering into any third-party agreement that might compromise the Creator's freedom or ability to Publish the results of his/her research.

8. Commercialization

8.1 Although reporting the creation of all IP is required, as set out in Section 4.2.5 of this Policy, neither the Creator nor the University is required to Commercialize any IP.

8.2 A Creator who elects to Commercialize IP that has been created through the use of University Resources retains the right to Commercialize independently or with the assistance of the University.

8.3 A Creator who elects to Commercialize IP that has been created through the use of University Resources, whether the Creator wishes to Commercialize independently or with the University's assistance, must submit to the University a written form of Disclosure of Intention to Commercialize (the "DITC Form"). The DITC Form will include details of the nature and development of the IP, and a statement of the election of the Creator to Commercialize independently, or to Commercialize with the assistance of the University. The DITC Form must be submitted to the Vice-President Academic and Provost.

8.4 In all cases, the Vice-President Academic and Provost will determine whether the research or activity connected with the IP involves any proprietary obligations to an outside party or to the University. If any such obligations exist, the Vice-President Academic and Provost will inform the Creator in writing as soon as possible. If the Creator has opted to commercialize independently in the DITC form, and any obligations raised by the Vice-President Academic and Provost have been addressed to the satisfaction of the University, the Creator may proceed to Commercialize the IP in question independently. Where Commercializing independently, the Creator shall be responsible for all costs associated with the Commercialization of IP, including any costs already incurred by the University. The formula for repayment of such University costs is set out in Appendix "A" to this Policy.

8.5 If, after addressing any issues arising under section 8.4 above, the Vice-President Academic and Provost determines that the Creator and the University may proceed with Commercialization of the IP, and the Creator has elected in the DITC Form to Commercialize with the assistance of the University, the Creator will provide an assignment of ownership of the IP to the University, and the parties will begin the commercialization process in accordance with this Policy. The Creator is not required to waive the Creator's moral rights in any copyright in the IP as part of such assignment. The Vice-President Academic and Provost may ask the Creator to agree to delay publication or public presentation of the IP for a period of time, normally not to exceed six (6) months, in order to pursue IP protection in the interests of the Creator and of the University. The Creator and the University may also choose to negotiate and agree to a customized agreement for Commercialization of the IP which may vary from the terms of this Policy, however, if such a custom agreement is not concluded and signed by both the Creator and the University within 30 days of one of them first proposing a custom agreement to the other, then the terms of this Policy shall continue to apply to the Creator, the IP, and any Commercialization thereof.

8.6 Following receipt of the assignment of ownership of the IP, and/or receipt of any customized agreement, the Vice-President Academic and Provost and with such external experts as required, will determine, within a reasonable time, if the University will enter a Commercialization partnership with the Creator. The decision of the University is final and the University will notify the Creator of that decision in writing (the "Participation Notice").

8.7 If the University decides that the University will not enter a Commercialization partnership with the Creator, the decision of the University is final, and the University will notify the Creator of that decision in writing (the "Non-participation Notice"). The Non-participation Notice from the University will include a re-assignment of the IP to the Creator, and a statement of the costs incurred by the University to that date for assessment of the commercialization potential of the IP. Upon receipt of the Non-participation Notice, the Creator may proceed to Commercialize the IP in question independently, in which case, the Creator shall be responsible for all costs associated with the Commercialization of IP, including the costs already incurred by the

University as set out in the Non-participation Notice. The formula for repayment of such costs is set out in Appendix "A" to this Policy.

8.8 Where the University has provided the Creator with a Participation Notice, the University will prepare a written agreement listing the terms and conditions of the Commercialization partnership (the "Commercialization Partnership Agreement" or "CPA") to be signed by the Creator and the University within 60 days of providing the Participation Notice.

8.9 If, after signing the Commercialization Partnership Agreement, the Creator believes there are reasonable grounds to believe that the University is failing to make reasonable progress in Commercializing the IP, the Creator may provide written notice to the University, requesting the University to assign its rights back to the Creator. The University may accede to the request, or the University may provide reasons why it believes the University is making reasonable progress. The University and the Creator can place terms in the CPA to define more explicit parameters as to what constitutes "reasonable grounds" and "reasonable progress" in this paragraph to avoid unnecessary disputes. If the Creator and the University are unable to agree on this matter, then they may refer the matter to arbitration in accordance with Section 9.0 of this Policy.

8.10 Initial payment of administrative costs associated with the Commercialization of IP incurred prior to providing a Participation Notice or Non-Participation Notice will be the responsibility of the University, however, where such costs qualify as Costs of Commercialization under Appendix "A" of this Policy, they shall be recovered by the University from any Commercialization revenue.

8.11 When the University and a Creator enter into a Commercialization partnership, or where the Creator chooses to Commercialize without the University's assistance, revenue sharing will be determined as between the Creator and the University in accordance with Appendix A of this Policy.

8.12 The conditions, including revenue-sharing conditions, of the agreement for the Commercialization partnership may be renegotiated at any time by mutual agreement between the Creator and the University.

9. Alternative Dispute Resolution

9.1 Any disputes regarding IP rights between Creators is a matter for the Creators to resolve among themselves. If a dispute arises between a Creator (or Creators) and the University regarding the application of this Policy, the parties shall use the following procedure:

9.1.1 If a dispute arises between a Creator and the University regarding any of the rights or obligations of either party under this Policy, either party may notify the other that this dispute resolution process is to be applied, and the concerned parties shall thereafter first attempt to resolve the dispute through discussion;

9.1.2 If such discussion fails to resolve the dispute within 30 days of commencing discussions, or if there is a refusal by any concerned party to enter discussions, a representative of the University familiar with the dispute shall prepare a brief written summary of the nature of the dispute, the parties involved, and the resolution suggested by the University representative, and submit notice of the dispute and the written summary to the other parties to the dispute and to the Vice-President Research;

9.1.3 The parties other than the Vice-President Academic and Provost receiving the notice and written summary shall, within 10 days after such receipt, provide the Vice-President Academic and Provost and the University representative with their own brief written summary of the nature of the dispute, and the resolution suggested by them;

9.1.4 The Vice-President Academic and Provost will advise the parties to the dispute in writing, within 30 days of receiving the responding party(ies) submissions, of the Vice-President Academic and Provost's recommended course of action to resolve the dispute;

9.1.5 If the dispute is not resolved to the satisfaction of all parties within 30 days of receiving the Vice-President Academic and Provost's recommended course of action, the dispute shall be resolved in accordance with the Arbitration Act of Alberta, or any successor legislation thereto, or any other dispute resolution process agreed to among all parties to the dispute.

10. Responsibility

The President and Vice Chancellor, or equivalent office if renamed, bears overall responsibility for this policy. He or she will be the final authority in the application of this Policy.

Appendix A

Commercialization Revenue-sharing And Costs Recovery Terms

1. In the case of commercialization through CUE, all royalty revenue and other income (which shall include profit sharing, lump-sum payments and monies from

the sale of equity shares) (“Gross Revenue”) received by CUE from commercialization of the Invention, shall be distributed as follows:

1. 50% of Gross Revenue, or the actual amount of CUE Costs of Commercialization accrued to the date of distribution of that Gross Revenue, whichever is less, will be retained by CUE so long as any CUE Costs of Commercialization remain outstanding;
 2. Of the remaining amount of Gross Revenue, CUE shall receive a ___% share, and the Creator, or the Creators collectively, shall receive a ___% share. Where there are two or more Creators, they will share the amount allocated to the Creators pursuant to any agreement among themselves, or, where there is no such agreement, they shall share equally.
2. In the case of commercialization through the Creator(s), all royalty revenue and other income (which shall include profit sharing, lump-sum payments and monies from the sale of equity shares) (“Gross Revenue”) received by the Creator(s) from commercialization of the Invention, shall be distributed as follows:
1. 50% of Gross Revenue, or the actual amount of CUE Costs of Commercialization accrued to the date of distribution of that Gross Revenue, whichever is less, will be paid to CUE so long as any CUE Costs of Commercialization remain outstanding;
 2. Of the remaining amount of Gross Revenue, CUE shall receive a ___% share of the Net Revenue arising from that remaining amount of Gross Revenue, and the Creator, or the Creators collectively, shall receive a ___% share of that Net Revenue. Where there are two or more Creators, they will share the amount allocated above pursuant to any agreement

among themselves, or, where there is no such agreement, they shall share equally.

3. "Costs of Commercialization"[A4] shall mean all reasonable and quantifiable costs that can be attributed to the Invention incurred during development, protection, commercialization, marketing and distribution of the Invention, and its related technologies, products, services or processes that are agreeable to both parties.
4. "Net Revenue" shall mean all revenues arising in whole or in part from commercialization of the Invention, and its related technologies, products, services or processes, including, but not limited to, proceeds from royalties, donations, profit sharing, lump-sum payments and monies from the sale of equity shares, LESS Costs of Commercialization.
5. In the case of commercialization through a third party, all royalties and other income paid to CUE by or with the authorization of the third party shall be distributed between CUE and the Creator(s) as set out in paragraph 1 above, and all royalties and other income paid to the Creator(s) by or with the authorization of the third party shall be distributed between CUE and the Creator(s) as set out in paragraph 2 above.
6. Distribution of Gross Revenue pursuant to paragraph 1 or 2 above will be made quarterly, so long as the amount of Gross Revenue received as of each quarterly date exceeds \$500.00, failing which distribution will be carried over to the next quarterly date.
7. Each party shall maintain accurate records showing the costs and revenues arising from Commercialization of the Invention in sufficient detail to enable Gross Revenue, Costs of Commercialization and Net Revenue to be determined, and each party agrees to permit such records to be reviewed by the other, upon

reasonable notice, and audited, if the reviewing party so desires, however, such an audit may not be undertaken more than once in a calendar year. Any such audit shall be at the expense of the reviewing party, except in the event that the results of the audit reveal a discrepancy in the reviewing party's favour of 5% or more of the amount payable to the reviewing party, then the audit fees shall be paid by the party that was audited.

Appendix 2 - Salary grid