**Report of invention FOR SOFTWARE - confidential**

This Report of Invention (ROI) form notifies the University of Guelph administration about novel discoveries, inventions or commercially valuable research results developed by faculty, staff or students in the course of their employment. This report should be submitted prior to any patent or commercialization activity.

Please complete the spaces provided and attach extra pages (manuscript) if needed.

Have Questions?

Please contact staff at the Research Innovation Office at x58882 to discuss your invention, this ROI Form or other services provided by Research Innovation Office. (or visit: https://www.uoguelph.ca/research/innovation/university-community/report-invention )

*This document is CONFIDENTIAL, but it may be shared with your Department Chair, College Dean and the VP Research during our evaluation*.

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| **Primary Contact**  **Inventor A:** |  | Citizenship: |  |
| Home  Address: |  | Telephone: |  |
| E-mail: |  |
| Department: |  |
| University Position (faculty, grad-student, PDF) | |  | |

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| **Inventor B:** |  | Citizenship: |  |
| Home  Address: |  | Telephone: |  |
| E-mail: |  |
| Department: |  |
| University Position (faculty, grad-student, PDF) | |  | |

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| **Inventor C:** |  | Citizenship: |  |
| Home  Address: |  | Telephone: |  |
| E-mail: |  |
| Department: |  |
| University Position (faculty, grad-student, PDF) | |  | |

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| **Inventor D:** |  | Citizenship: |  |
| Home  Address: |  | Telephone: |  |
| E-mail: |  |
| Department: |  |
| University Position (faculty, grad-student, PDF) | |  | |

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| **Inventor E:** |  | Citizenship: |  |
| Home  Address: |  | Telephone: |  |
| E-mail: |  |
| Department: |  |
| University Position (faculty, grad-student, PDF) | |  | |

**Section 1: Invention Information**

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| **Invention Title (non-confidential) – 50 characters or fewer** |
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| **Invention Description -** What is the invention(s), in non-technical language? What are the main aspects that are new, novel, and have commercial value? |
| The invention is  The Minimum Viable Product (MVP) is envisioned to be |
| **Detailed Description of the Invention**  Please provide as much detailed information as you can about the invention, or attach a draft manuscript or other documents, if available. |
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| **Problem Solved -** What problem does the invention solve? Why is it superior to existing solutions? Have you spoken to anyone (industry/users) to confirm that the problem experienced in the market is the same one solved by the invention? If so, who? |
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| **Customer Identification -** Who would want to buy products developed from the invention, and why? |
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| **Stage of Development -** What is the current state of development? What has been proven so far? |
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| **Problems -** What technical problems still need to be solved or addressed to fully enable the invention? |
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| **Research**  Do you plan to continue research on this invention?  Is funding in place to continue? If not, what resources ($, people, plant and equipment) are needed? |
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**Software Only**

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| **Current state** (idea, beta, tested, validated, etc) |  |
| **Programming language** |  |
| **Delivery platform** |  |
| **Minimum hardware specs or requirements** |  |
| **Specialized equipment required** |  |
| **Is documentation available (code – architecture - drawings)** |  |

**Software Only**

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| **Preferences**  What is your preference for distribution? (Open source? Proprietary? Paid licenses? Through another company? etc) |
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**Software Only**

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| **Support**  What type of support (if any) are you willing to provide to a software user or licensee? How involved do you want to be in the maintenance of the software and interfacing with customers who have licensed the software? |
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**Section 2: Disclosure / third party rights**

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| **Public Disclosures**  Has the invention been discussed or disclosed publicly? Please include dates.  This includes public presentations, abstracts, posters, manuscripts, news articles, publicly defending a thesis, information posted on the internet, public seminars, and possibly abstracts submitted for grant applications. | |
| Disclosed at Location/Event | Date |
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| Planned Future Disclosures | Date |
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| **Related Work**  Please list any important third-party publications or research groups relevant to the invention or competing with you to solve the main problem. (global competitors or collaborators) |
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| **Third Party Rights**  Please list any third parties or agreements that have a connection to this invention:  This could include any of the following:   * Funding/research agreements * Material Transfer Agreements (material (ie plasmids, organisms) that form part of the invention) * Confidentiality Agreements (information that forms part of the invention) * Additional inventors from another institution or company * Material that was collected *in situ* (possible government or property rights) |
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| **Funding**  Please provide the names of all funding or granting agencies or companies that funded the work that led to the invention, and the years when funding was provided. |

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| **Did you receive or use any funding or physical resources (research station access) provided by OMAFRA to create or support the development of your invention? (Yes or No or explain)** | Yes or No |

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| **Funding Source (Granting Agency, or Company)** | **Amount $K** | **Account**  **Numbers** | **Years**  **(year to year)** |
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| **Additional comments related to funding or special constraints/commitments linked to funding:** |
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**Section 3: Declaration and Signatures**

Under the terms of the University’s Policy on Intellectual Property (2014) and the UGFA Collective Agreement, inventors may choose one of two options:

**Option 1**: assign their invention to the University and pursue commercialization with support from the Research Innovation Office; or

**Option 2**: retain personal ownership of their invention and commercialize it privately and independent of UG, provided that no restrictions exist under Section 3.2 of the Policy on Intellectual Property (2014) or Section 52.10 of the UGFA Collective Agreement. Generally, inventors may retain ownership of their inventions if there are no pre-existing contracts or terms of funding that stipulate that the University must own or must be responsible for commercialization of intellectual property arising from a project, such as OMAFRA grants and many industry sponsored research agreements.

Please choose and sign **only one** of the Options below and attached the signed documents:

**1** – Assignment of Invention to University of Guelph

OR

**2** – Declaration of Ownership by Inventors

\*If you are undecided, the Research Innovation Office would be happy to discuss your invention and options prior to signing the Report of Invention form.

Please contact us at x58882 or at ipadmin@uoguelph.ca.

**Option 1 – Assignment of your Invention to University of Guelph (UG)**

1. **Assignment**

For good and valuable consideration as described herein, we (I), the undersigned Inventor(s) hereby assign to UG all of our (my) right, title and interest, in every country of the world, in and to the Invention described in the Report of Invention to which this agreement is appended (the ROI), including rights to all patents and patent applications, copyrights, trademarks, trade secrets, biological materials and plant breeders’ rights.

1. **We (I), the Inventor(s) further agree that**:

(a) we (I) have read the completed ROI, and declare that it is complete and accurate, including the list of sources of funding used to develop the Invention;

(b) we (I) hereby warrant that we (I) are (am) all of the inventor(s) of the Invention;

(c) we (I) have not assigned or granted any license or interest in the Invention to any third party;

(d) we (I) will reasonably cooperate with UG in the evaluation and commercialization of the Invention;

(e) we (I) will sign all papers as necessary to obtain protection or confirm assignment of the Invention in the name of UG and give testimony that, in the opinion of UG, may be necessary to obtain, sustain or affirm related patents, copyrights and/or trademarks;

(f) future research may lead to variations, enhancements or updates to the Invention (“Improvements”) that may increase the chances of commercial success of the Invention, and we (I) agree to report and, where not prevented by other contractual obligations, assign to UG all of our (my) rights, title and interest to Improvements;

(g) commercialization is an uncertain process, and we (I) agree that UG shall not be liable to us (me) for any damages as a result of its performance or non-performance of any Commercialization Activities;

(h) any revenues to which the Inventor(s) are (is) entitled under Section 3(c) will be divided between us (me) or our (my) estate(s) according to our (my) contribution as indicated beside our (my) signature(s) below. In the event a person(s) other than us (me) claims any right, interest, title, or ownership in the Invention, we (I) agree that the proven or verified rights or interest of any such person(s) shall be compensated out of and in proportion to our (my) share as set out in this Section 2(h); and,

(i) we (I) have read and understand this agreement and have had sufficient opportunity to seek independent legal advice.

1. **Upon receipt of this completed Report of Invention and Assignment, UG shall**:

(a) as appropriate, conduct activities with respect to the Invention, including but not limited to: evaluation; intellectual property protection; marketing; licensing; selling; negotiating; entering into and administering agreements; and, providing financial accounting (together, the “Commercialization Activities”);

(b) provide Inventor(s) with regular updates on Commercialization Activities; and,

(c) provide to the Inventor(s):

i) seventy five percent (75%) of net revenues received for software inventions protected as copyright;

ii) and/or fifty percent (50%) of net revenues received for tangible or patent protected inventions, because of Commercialization Activities, where “net revenues” means revenues retained by UG after the recovery of direct expenses and after payments to third parties who may have a financial interest in the Invention, such as OMAFRA. If due, payments will be made by UG to Inventor(s), in accordance with UG’s current practice (often twice yearly).

**4. Additional Items**

a) This agreement shall be in effect from the date of last signature below. UG may terminate this agreement when, in its sole opinion, there is insufficient prospect that Commercialization Activities will be successful. In the event of termination under this Section 4(a), (i) UG shall be released from further obligation to pay costs associated with Commercialization Activities, and (ii) UG shall offer to assign all right and title to the Invention back to the Inventor(s). UG shall advise the Inventor(s) of its intention to terminate this agreement under this Section 4(a) by notice in writing sent to the Inventor(s) at the email address specified in the ROI.

(b) This agreement contains the entire agreement between the Inventor(s) and UG and supersedes all prior agreements, negotiations, representations and proposals, written and oral.

(c) This agreement may not be modified except in writing signed by all of the Inventors and UG.

(d) This agreement may be signed electronically and in counterparts and may be delivered electronically.

(e) This agreement is governed by the laws of the Province of Ontario and, subject to Article 40 of the collective agreement between the University of Guelph and the University of Guelph Faculty Association, the Inventor(s) and UG attorn to the exclusive jurisdiction of the provincial and federal courts in the Province of Ontario.

**Option 1 – Assignment to UG**

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| **Inventors** | **Name** | **Signature** | **Individual % Contribution** | **Date**  (dd/mmm/yyyy) |
| **Primary**  **Contact A** |  |  | % |  |
| **Inventor B** |  |  | % |  |
| **Inventor C** |  |  | % |  |
| **Inventor D** |  |  | % |  |
| **Inventor E** |  |  | % |  |

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| **Accepted and Approved by the University of Guelph**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Steve De Brabandere Date:  Title: Director, Technology Transfer |

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**Option 2 - Declaration of Ownership by Inventors**

**We (I), the Inventor(s) declare that:**

a) we (I) have read the completed Report of Invention to which the declaration is appended, and declare that it is complete and accurate, including the list of sources of funding used to develop the Invention;

b) we (I) are (am) all of the inventors of the Invention; and

c) we (I) wish to retain ownership of the Invention and pursue commercialization independent of University of Guelph (UG).

**We (I), the Inventors further agree that:**

a) UG retains and we (I) hereby grant to UG a perpetual, irrevocable, non-exclusive, royalty-free license to use the Invention in its teaching and research programs and, in the case of plant varieties, the royalty-free right to use plant varieties in its breeding programs and to commercially exploit derived varieties;

b) UG may provide general, non-confidential information about the Invention to the public;

c) any use of UG facilities or resources by Inventor(s), including grants or research funding, that are used to further develop the Invention or make improvements, will comply with all applicable UG policies and collective agreements, including those related to conflict of interest and intellectual property;

d) UG resources, including grants or research funding, will not be used to fund patent applications;

e) UG may challenge this Declaration of Ownership within three (3) months of the date that the Research Innovation Office receives the completed Report of Invention, based on restrictions of Section 3.2 of the Policy on Intellectual Property (2014) or Section 52.10 of the UGFA Collective Agreement; if UG fails to challenge this Declaration within said three (3) months, UG shall be deemed to have accepted this Declaration;

f) UG may challenge this Declaration of Ownership at any time if the declarations made herein are found to be inaccurate or misleading in a material respect; and

g) in no event shall UG be liable for any loss, claim, damage or liability whatsoever that may arise from or in connection with the use or commercialization of the Invention by the Inventor(s) or their representatives, licensees or assignees.

**Option 2 - Inventor’s Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Option 2 - Declaration of Ownership by Inventors - continued**

1. This declaration may be signed electronically and in counterparts and may be delivered electronically.
2. This declaration is governed by the laws of the Province of Ontario.

**Inventors Who Maintain Ownership**

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| **Inventors** | **Name** | **Signature** | **Date**  (dd/mmm/yyyy) |
| **Primary Inventor A** |  |  |  |
| **Inventor B** |  |  |  |
| **Inventor C** |  |  |  |
| **Inventor D** |  |  |  |
| **Inventor E** |  |  |  |

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| **UG Acknowledgment of Inventor’s Request to Own their Invention**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Sherri Cox Date:  Title: Executive Director, Research Innovation & Knowledge Mobilisation |