

**Report of invention – plant germplasm**

This Report of Invention (ROI) form notifies the University of Guelph administration about novel plant varieties, inbred lines, populations and related material developed by faculty, staff or students in the course of their employment. This report should be submitted prior to any patent or commercialization activity.

If reporting multiple varieties/experimental lines:

Use a SINGLE form when all lines belong to the same species and market class, have the same development period and the same inventor contribution.

Otherwise, use SEPARATE forms.

Please complete the spaces provided and attach extra pages as needed.

Have Questions? Please contact the Technology Transfer Manager – Germplasm at the Research Innovation Office at x 58488 or [germplasm@uoguelph.ca](mailto:germplasm@uoguelph.ca) to discuss your invention, this ROI Form or other services provided by RIO.

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

**Section 1: Invention Information**

1. **INVENTORS:** Give the names and positions of all individuals (faculty, research associates, post doctoral fellows, staff, students, etc.) who may have made an intellectual input into the varieties. Those who simply followed instructions would not qualify as inventors. If there is any doubt include the name and mark with a "?".

|  |  |
| --- | --- |
| **Inventor A**  **(Primary Contact)** |  |
| **Email** |  |
| **Position/ Organization** |  |
| **Home Phone/Email** |  |
|  |  |
| **Inventor B** |  |
| **Email** |  |
| **Position/ Organization** |  |
| **Home Phone/Email** |  |
|  |  |
| **Inventor C** |  |
| **Email** |  |
| **Position/ Organization** |  |
| **Home Phone/Email** |  |
|  |  |
| **Inventor D** |  |
| **Email** |  |
| **Position/ Organization** |  |
| **Home Phone/Email** |  |
|  |  |

1. **INVENTION**

|  |  |  |
| --- | --- | --- |
| SPECIES |  | |
| VARIETY NAME(S) / EXPERIMENTAL DESIGNATION(S) |  | |
| MARKET CLASS |  | |
| PROPAGULE TYPE (clone, inbred, hybrid, population) |  | |
| Development Period | Beginning1: | End2: |
| 1*The beginning of the development period is the calendar year in which:*  *1) in the case of a pure line or clonally propagated line, the final cross was made leading to the population from which the variety was selected;*  *2) in the case of cross-pollinated synthetic varieties, the parents of the variety were selected from the source population;*  *3) in the case of backcross derived varieties, the initial cross was made;*  *4) in the case of inbred lines for hybrid varieties, the first selfing from the source of the inbred line was made;*  *5) in the case of microorganism-specific varieties, the variety was first altered with or using systemic microbes; or*  *6) in the case of mutagenesis and/or transformation of the parents of a variety, the mutant or primary transformant was detected in the parents of the variety.*  2*The end of the development period is the first calendar year in which:*  *1) the variety was advanced into federal registration trials, in the case of normal varieties or hybrids requiring registration;*  *2) an application was submitted for Plant Breeders' Rights or similar form of protection;*  *3) the experimental line or variety was released to a third party under a commercial licensing agreement;*  *4) propagation of the experimental line or variety was initiated for commercial purposes such as pedigreed seed increase; or*  *5) the variety was disclosed.* | | |

|  |
| --- |
| 1. **PEDIGREE:**   Describe the crosses and breeding methods used to develop the Invention. |
|  |
| 1. **ATTRIBUTES:**   Provide/attach a short description indicating attributes of the Invention.  *(Include information such as region of adaptation and/or application, agronomic/quality characteristics or other features or unique attributes relevant to their application/use.)* |
|  |
| 1. **PERFORMANCE:**   Has the Invention been tested for agronomic performance?  If available, attach summaries of yield and pest tolerance data relative to existing varieties. |
|  |
| 1. **COMMERCIALIZATION STATUS:**   Indicate the current status for the following commercialization activities. Give dates, regions, and reference numbers for any that are in process or completed. Attach documents as relevant. |
| Variety Registration:  Plant Breeders’ Rights:  Plant Patents, Trademark or Other IP: |
| 1. **STATUS OF PEDIGREED STOCK:**   Describe the status of the maintenance and increase of pedigreed stock.  Who will maintain the breeder stocks?  What quantities are/will be available to initiate commercial distribution?  When will the initial breeder seed stock become available for distribution to commercial licensees? |
|  |
| 1. **MARKET INFORMATION:**   Do you have any preferences or suggestions for specific companies/partners who wouldbe interested in commercializing the Invention? |
|  |
| 1. **OTHER INFORMATION:**   Is there any additional information (restrictions/encumbrances) relevant to the commercialization of the Invention which has not been addressed elsewhere in this form? |
|  |

**SECTION 2: FUNDING and THIRD-PARTY Rights**

|  |
| --- |
| 1. **FUNDING SOURCES:**   Provide the names of all funding/grant agencies or companies that funded the work that led to the Invention, and the years when such funding was provided. |

|  |  |  |  |
| --- | --- | --- | --- |
| **Funding Source (Granting Agency, or Company)** | **Amount $** | **Account**  **Numbers** | **Years**  **(year to year)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |
| --- |
| 1. **OMAFRA:**   Did you receive or use any funding or physical resources (including research station access) provided by OMAFRA to create or support the development of this Invention?  (Indicate Yes/No and explain)  *(An Invention is considered to have been developed through support of OMAFRA if at least 10% of the research funding and support has been provided by OMAFRA.)* |
|  |
| 1. **OTHER INFORMATION:**   Any additional comments related to funding or special constraints/commitments linked to funding? |
|  |

|  |
| --- |
| 1. **THIRD PARTY RIGHTS:**   Do any third parties have pre-existing rights to the Invention? If yes, please describe.  *(e.g. research agreement, first option to license, reciprocal agreement etc.)* |
|  |
| Were non-University of Guelph varieties/germplasm stocks used as parents to develop the Invention?  If yes, include copies of the Materials Transfer Agreements or similar documentation governing their use for breeding. |
|  |
| Has any third party received the Invention? If so, please provide information on the third party and the conditions of the transfer.  *(Include reference to Material Transfer Agreements or other documentation, as relevant.)* |
|  |

**Section 3: Declaration and Signatures**

Under the terms of the OMAFRA – University of Guelph Agreement, inventions funded in whole or in part by OMAFRA are owned by the University, and OMAFRA retains a 1/3 financial interest in commercialization. Historically, OMAFRA has reinvested revenue it receives into University research, including to the program from which the revenue is derived.

**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 plant breeders’ rights, patents and patent applications, copyrights, trademarks, trade secrets, and biological materials.
2. **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;

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

(f) 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;

(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) fifty percent (50%) of net revenues received as a result of Commercialization Activities, where “net revenues” means revenues retained by UG after recovery of direct expenses related to commercialization and after payments to third parties who may have a financial interest in the Invention, such as OMAFRA. Payments to Inventor(s) will be made by UG periodically in accordance with its current practice.

**4. Breeding Rights:** UG shall at all times retain the unrestricted right to use any variety/varieties disclosed in this Report of Invention in any manner whatsoever for its own educational, research, and internal use in UG breeding programs, and will not grant rights to third parties that prevent it from doing so.

**5. Additional Items**

a) This agreement shall be in effect from the date of last signature below. UG may provide notice that it will cease Commercialization Activities when, in its sole opinion, there is insufficient prospect that Commercialization Activities will be successful. If UG ceases Commercialization Activities under this Section 4(a), (i) UG shall be released from further obligation to pay costs associated with Commercialization Activities, and (ii) UG shall retain the Breeding Rights in Section 4 of this agreement. UG shall advise the Inventor(s) of its intention to cease Commercialization Activities 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.

**Assignment to UG**

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

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

**- rest of the page intentionally left blank –**