

Article 21 – Intellectual Property

- 21.01 Intellectual property will be administered according to the Intellectual Property policy as appended as Appendix “D” to this agreement. For clarity, only the appended version of the policy will apply for this Agreement, even if the Employer changes the policy for other employee groups.
- 21.02 Notwithstanding the provisions 6.3(a) of the Intellectual Property policy, the University retains the right to negotiate with an intellectual property creator, dependent on factors pertinent to the particular fact situation, a percentage share of commercialization that is of lesser value for the University.
- 21.03 Disputes that may arise with respect to the outcome of the application of the Intellectual Property policy, and for which the parties are solely the University and a Teaching Faculty Member or Members included in the bargaining unit as set out in Article 2.01, will not be resolved through the Dispute Resolution procedure of the Intellectual Property policy or the Grievance and Arbitration procedure set out in Article 11 of this collective agreement. Such disputes will be resolved through the process set out in Article 21.04. Any dispute with respect to Intellectual Property that involves any other party not covered by the provisions of the Collective Agreement will be resolved using the Dispute Resolution procedure of the Intellectual Property policy.
- 21.04 Disputes that may arise with respect to the outcome of the application of the Intellectual Property policy, and for which the parties are solely the University and a Teaching Faculty Member or members included in the bargaining unit as set out in Article 2.01, will be resolved as follows:
- i. The Teaching Faculty Member will contact the Faculty Association to produce a statement describing the basis for the dispute and the Faculty Association will submit this statement to the Director of Human Resources within a calendar month of the last meeting with, or response from, the University on the matter in dispute.
 - ii. Within fifteen (15) days of receipt of this statement, the Director of Human Resources will convene a meeting with the Faculty Association and the Teaching Faculty Member and two (2) representatives of the Employer in order to determine whether an informal resolution of the matter can be reached.
 - iii. Within ten (10) Days of a meeting under (ii) above which fails to achieve a resolution to the matter, the Faculty Association will advise the Director of Human Resources of the name of its nominee to an Intellectual Property

Appeal Committee. Failing such notice, the matter will be deemed to have been resolved on the basis of the University's last stated position on the matter.

- iv. Within ten (10) Days of receipt of notification under (iii) above, the Employer will appoint a nominee to the Intellectual Property Appeal Committee.
- v. The nominees will confer, within ten (10) Days of the appointment of the second of them, to agree on a Chair of the Intellectual Property Appeal Committee who has experience with Intellectual Property matters. Failing agreement on a Chair, the Faculty Association and the Employer will appoint a Chair of the Intellectual Property Appeal Committee.
- vi. The Intellectual Property Appeal Committee will have the powers of an Arbitrator under the Ontario Labour Relations Act, but has no jurisdiction to alter, amend, add to or subtract from this Collective Agreement or the University Intellectual Property policy or to render a decision inconsistent with the terms of either of them.
- vii. A decision of an Intellectual Property Appeal Committee will be final and binding on the University, the Faculty Association and the intellectual property creator(s).
- viii. Each party will pay the fees and expenses of its nominee to an Intellectual Property Appeal Committee and fifty percent of the fees and expenses of the Chair.

21.05 For clarity, if the Employer exercises its right (per section 3.1 of the policy) to "copy, use or modify" a Teaching Faculty Member's material, it is the Employer's responsibility to obtain permissions, for any distributions or publications of that material, from any non-faculty authors with copyright in that material. It is the Teaching Faculty Member's responsibility to identify such authorship.