

THE UNIVERSITY OF ALBERTA

AGREEMENT

Academic Teaching Staff

July 1, 2017

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SIGNED ON BEHALF OF THE BOARD OF GOVERNORS OF THE UNIVERSITY OF ALBERTA

**Steven Dew,
Provost and Vice-President (Academic)**

Witness

**SIGNED ON BEHALF OF THE ASSOCIATION OF ACADEMIC STAFF OF
THE UNIVERSITY OF ALBERTA**

**Carolyn Sale,
President**

Witness

DATED:

APPENDIX A:

<p align="center">This Table provides a Summary for Ease of Use of Articles 6, 8, 9 and 10 APPOINTMENTS to a POSITION Full-Time (FT) or Part-Time (PT) as Indicated</p>			
RANKS -TITLES (Regardless of Contract Status, each rank can be achieved)	CONTRACT STATUS	PROBATIONARY PERIODS and METHOD of ANNUAL EVALUATION	LAY-OFF PROVISIONS
<p>Full Lecturer</p> <hr/> <ul style="list-style-type: none"> - Master Coach - Clinical Professor - Teaching Professor <p>Associate Lecturer</p> <hr/> <ul style="list-style-type: none"> - Senior Coach - Associate Clinical Professor - Associate Teaching Professor <p>Assistant Lecturer</p> <hr/> <ul style="list-style-type: none"> - Coach - Assistant Clinical Professor - Assistant Teaching Professor 	<p>Career (FT or PT)</p> <p>Contingent – no end date.</p>	<p>Probationary Period of 12 months.</p> <p>Evaluated by Academic Teaching Staff Evaluation Committee (ATSEC).</p>	<p>Provided working notice of not less than 12 months of contract termination.</p> <p>No severance.</p>
	<p>Term 12 (FT or PT)</p> <p>Appointment period of 12 months to a maximum of 6 years.</p>	<p>Probationary Period of 12 months with appointment period greater than 24 months.</p> <p>Faculty determines if evaluated by ATSEC or Department Chair.</p>	<p>Provided 3 months' working notice if contract is terminated prior to end date.</p> <p>Provided severance of one month for each full year of service to a maximum of 9 months.</p>
	<p>Term 8R (FT)</p> <p>Appointment period from 24 months to a maximum of 6 years, but where the full-time workload occurs in 8, 9, 10 or 11 months within each year. Staff member may purchase benefits during the inactive period (period of leave without pay).</p>	<p>Probationary Period not required.</p> <p>Faculty determines if evaluated by ATSEC or Department Chair.</p>	<p>Provided working notice to the full-time workload end-date. (e.g., appointment period of July 1 to June 30 with full-time workload occurring from September 1 to April 30, full-time workload end-date is April 30.)</p> <p>No severance.</p>
	<p>Term 8 (FT or PT)</p> <p>Appointment period of 8 months to less than 12 months.</p>	<p>Probationary Period not required.</p> <p>Faculty determines if evaluated by ATSEC or Department Chair</p>	<p>Provided working notice to the end of the appointment period.</p> <p>No severance.</p>
<p>Instructor</p> <p>(used for temporary, time-limited, adhoc circumstances)</p>	<p>Instructor (FT or PT)</p> <p>Appointment period of less than 8 months as FT or less than 12 months as PT.</p>	<p>Probationary Period not required.</p> <p>Evaluated by Department Chair.</p>	<p>Provided working notice to the end of the appointment period.</p> <p>No severance.</p>

APPENDIX B:

Letter of Appointment

[Office Name]



[Name]

[Click here and enter date]

[Address]

Dear [Name]:

On behalf of the Board of Governors, I am pleased to offer you a formal appointment to the academic staff of the University of Alberta in accordance with the terms set forth below. Should you accept this offer, your employment will be governed by the Collective Agreement for Academic Teaching Staff, a copy of which can be found at www.hrs.ualberta.ca/MyEmployment/Agreements.aspx. The Agreement may be amended in accordance with its terms and such amendments are binding upon you. A printed copy of the Agreement will be provided on request.

The specific terms of the appointment offer are:

- 1. Position Rank and Title: **[Rank/Title]** Position Profile attached: **["Yes"]**
- 2. Department:
Faculty:
- 3. Contract Status: **[Career or Term 12 or Term8R or Term 8 or Instructor]** Lay-off Provisions: **["Yes"]**
For Term 8R Status: Full-time Workload occurs **[start and end date]** and inactive period is **[start and end date]**
- 4. Period of Appointment: **[Start Date] to [End Date or NA for Career Status]**
- 5. Probationary Period: **[NA or 12 months]**
- 6. Full-Time/Part-Time: **[Full-Time (1.0) or Part-Time (.xx)] FTE**
- 7. Salary: **[\$[Salary] per annum [Salary Range]**
- 8. Special conditions, if any: **[Special Conditions or "see attachment"]**
- 9. You are eligible for a removal grant of **[\$[NA or amount]** in accordance with Section 19.12 and Appendix E of the Agreement.

The return of one signed original copy of this letter to the undersigned will constitute your acceptance of this offer of appointment on the terms hereof.

This appointment is expressly contingent on your continuing eligibility for employment in Canada and upon the University receiving confirmation, if required by the appropriate federal government department or upon request by the University, of your continuing eligibility for employment in Canada. Loss of your eligibility for employment in Canada or a failure to provide confirmation of your eligibility for employment in Canada (i.e. work permit and/or permanent or temporary residence visa) will render the appointment null and void.

All personal information collected by the University of Alberta for the purpose of employment shall be collected under the authority of Section 33c of the Alberta Freedom of Information and Protection of Privacy Act (FOIPPA) and will be protected under Part 2 of that Act. Certain information will be made available to federal and provincial departments and agencies under appropriate legislative authority. For further information regarding the collection and use of the personal information, contact *Human Resource Services, 2-60 University Terrace, University of Alberta. Phone: 492-4555.*

THIS FORM CONSTITUTES THE ENTIRE CONTRACT OF APPOINTMENT BETWEEN THE APPOINTEE AND THE UNIVERSITY AND NO OTHER WRITTEN OR ORAL CONDITION, QUALIFICATION OR AGREEMENT

Yours sincerely,

[Name]
[Title]

Received by University

ACCEPTANCE

I hereby acknowledge receipt of the original hereof and accept the appointment referred to and the terms and conditions set forth.

Date at _____ (city)

This _____ day of _____, _____ (day) (month) (year)

Signature

APPENDIX C:

**UNIVERSITY LIBRARY PRIVILEGES FOR MEMBERS OF THE
ACADEMIC TEACHING STAFF AGREEMENT**

APPLICATION OF UNIVERSITY LIBRARY PRIVILEGES UNDER THE ATS AGREEMENT					
	CONTRACT PERIOD as an Employee	ACCESS from Off-Campus to Licensed Online Library Content as an Instructor	NO ACCESS from Off-Campus to Licensed Online Library Content	On-Campus Access to Licensed Online Library Content	Library Card Borrowing Privileges of 4-Month Loans based on University Staff ONEcard
	NORMALLY, FROM: Term Start Date	FROM: Approximately 2 months prior to the Term Start Date			FROM: Contract Period Start Date
	TO: Term End Date	TO: 4 months following the Term End Date			TO: 14 months after the Start Date
RECURRING APPOINTMENTS	Fall and Winter Terms	Jul 1 to Aug 31 (14 months)	Not applicable: continuous access	Continuous access with active CCID on University Wireless Service (UWS); or at Information and Technology Services (IST) or University Libraries workstations.	Coincides with the 14 month access period and requires University Staff ONEcard. Before the 14 month access period OR in the absence of a new contract after the 14 month access period, an individual may obtain a free borrower card with a 2-week loan period with valid ID at any University Libraries service desk.
	Fall Term	Jul 1 to Apr 30 (10 months)	No access May and Jun		
	Winter Term	Nov 1 to Aug 31 (10 months)	No access Sep and Oct		
	Spring and Summer Terms	Mar 1 to Dec 31 (10 months)	No access Jan and Feb		
	Spring Term	Mar 1 to Oct 31 (8 months)	No access Nov, Dec, Jan, Feb		
	Summer Term	May 1 to Dec 31 (8 months)	No access Jan, Feb, Mar, Apr		
NEW APPOINTMENT	Fall and Winter Terms	Jul 1 to Aug 31 (14 Months)	Not applicable		
	Fall Term	Jul 1 to Apr 30 (10 months)			
	Winter Term	Nov 1 to Aug 31 (10 months)			
	Spring Term	Mar 1 to Oct 31 (8 months)			
	Summer Term	May 1 to Dec 31 (8 months)			

The following relationship definitions exist for ATS Agreement staff members:

Instructor (INT) = An instructor is someone who is teaching continuing education, graduate or undergraduate course(s) at the University. The instructor relationship is added to the University system once an instructor's employee ID is attached to a class. The start date of the relationship coincides with the date that the course catalogue is released to campus. The end date of the relationship is the end date of the last term that the instructor is attached to a course/courses + four months.

Employees (EMP) = An employee is someone who has an employment relationship with the University. All employees will have other simultaneous relationships that further describe their affiliation with the University (e.g., Student or Instructor). The employee relationship is given to all persons that have an active job record in the University system. The start and end date of the relationship coincides with the start and end date of the employment contract.

ACCESS TO LICENSED ONLINE LIBRARY CONTENT

The University Libraries licenses a wide range of electronic journals, e-books, abstracting/indexing databases and numerical databases from commercial vendors. These licenses restrict use of these resources to primary members of the University community, i.e. current University students, faculty and staff (based on valid student or employee numbers). However, University Libraries licenses do permit "walk-in"/on-campus use by guest affiliates and the wider community at public computer stations within the University Libraries or via the UWS.

REMOTE ACCESS TO LICENSED ONLINE LIBRARY CONTENT

Remote access (from outside the University computing network) to licensed online library content by primary members of the University community requires login to the Library's EZproxy server using a CCID.

The search for information from off campus begins within the University Libraries website at <http://www.library.ualberta.ca>. Ebooks, ejournals, databases, streaming video or audio, etc. can be searched through various services within the website and before being linked through to the content, the searcher will be passed to the Libraries EZproxy service to login with CCID and password.

LIBRARY CARDS AND BORROWING PRIVILEGES

Staff members will use a University Staff ONEcard to borrow Library resources with a 4-month loan period for 14 months from the start date of their employment contract.

**APPENDIX D:
Conditions for Supplementary Professional Activities (SPA)**

1. The authority and approval of SPA is subject to the following conditions:
 - a) The staff member shall not compete unfairly with professionals outside the University.
 - b) The SPA shall not infringe upon the University's conflict policy and related procedures and protocols, as amended from time to time.
 - c) The SPA shall conform with the University's related policies, procedures and protocols related to the use of University facilities and staff, as amended from time to time.
 - d) The staff member shall indemnify and hold harmless the University from and against any loss, injury or damage which the University may or could suffer arising in any way out of or in relation to such activities. The staff member gives this covenant and makes this agreement notwithstanding that the University has participated in such activities by the provision of facilities, space, equipment, or administrative assistance, unless the said loss, injury or damage arises directly from a malfunction of the said facilities or equipment which is not caused by the user thereof; and notwithstanding that the University has participated in such SPA by the provision of students or postdoctoral fellows or the like; and notwithstanding that any formal contract with respect to those SPA has not been negotiated by or approved by the University.
 - e) When engaged in SPA a staff member shall not use the name of the University in any way, except as the mailing address, nor shall the staff member hold himself or herself to be an agent of the University when engaged in SPA.
2. SPA shall be taken into account in the evaluation of a staff member's performance for increments and promotion.
3. The following information shall be provided in the staff member's annual statement on SPA:
 - a) the category or type of client or affiliation;
 - b) the nature of services performed;
 - c) an estimate of the total time devoted to each SPA; and
 - d) the names and nature of any continuing contractual arrangements with outside organizations.
4. SPA shall represent an integral part of the responsibility to relate theory to practice, thereby enabling teaching to remain professionally relevant. Routine, repetitive and trivial SPA is discouraged.

Required SPA

5. A Faculty Council may deem SPA, and the maintenance of a professional license, to be essential to the work of the Department and to the progress of a staff member's career. In such cases the Dean and Department Chair shall encourage SPA.
6. Where a Faculty Council has deemed SPA to be essential to the work of the Department, the Faculty Council shall recommend to the Board that such SPA be considered as part of the primary University responsibilities. The Board may approve such recommendations on such conditions as it deems appropriate, having regard to 1.a.

Major SPA

7. SPA may be categorized as major or minor in scope. Each Faculty Council shall decide what constitutes major SPA but all proposals to teach at another institution shall be considered major SPA.

Reporting Requirements

8. Each staff member shall submit an annual statement to the Department Chair and Dean on SPA in the previous year. The Department Chair shall submit his or her personal statement to the Dean.
9. The period covered by the annual statement and the date on which it is to be submitted may vary from Faculty to Faculty with this decision being made, from time to time, by the Faculty Council.
10. The annual statement may be made in conjunction with the annual report of the staff member or it may be a separate statement. Each Faculty Council shall determine, from time to time, which is the appropriate method for that Faculty.
11. Each Faculty Council shall develop the format for the annual statement for that Faculty and submit to the Provost for approval.
12. Decisions reached by a Faculty Council under this Article shall be conveyed, in writing, to the Provost and the Association.

Faculty Regulations

13. Each Faculty Council shall develop regulations with respect to SPA. The regulations and any amendments thereto shall be filed with the Provost and the Association. The regulations shall include:
 - a) The definition of what constitutes major SPA.
 - b) The format for the annual statement of SPA; the determination of the time period covered by the report; the date by which the report is to be submitted and whether the annual statement about SPA shall be included in the annual report.
 - c) Any modifications to the requirement that SPA be taken into account in the evaluation of a staff member's performance.
 - d) Whether the time of year, week or day when SPA is performed is important to its approval and reporting.
 - e) Whether the annual statement shall include information about remuneration received from SPA.
 - f) Regulations governing the use of University facilities and staff for SPA including arrangements to reimburse the University for such use.
 - g) What evidence shall be required to ensure the staff member has adequate personal liability insurance to indemnify the University against any claims.
 - h) Such additional terms and conditions the Faculty Council may consider necessary; such terms and conditions shall be in addition to and not in contradiction to this Appendix.

APPENDIX E:

SALARY SCHEDULE

[Link]

BENEFITS SCHEDULE

[Link]

REMOVAL GRANT REGULATIONS

[Link]

APPENDIX F:

COPYRIGHT REGULATIONS (2016)

1. Ownership

- 1.1 Pursuant to 24.2 of the Agreement, a staff member who creates a Work resulting from or connected with the staff member's duties or employment owns copyright in the Work. However, the University owns or has an interest in Works as provided in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, 3.1, 5.1, and 5.2 of this Appendix.
- 1.2 For the purposes of this Appendix and Article 24 of the Agreement, "Work" or "Works" means anything in which copyright subsists pursuant to the *Copyright Act* (Canada), whether published or unpublished. For greater certainty, Work includes: architectural works, artistic works, choreographic works, cinematographic works, collective works, dramatic works, literary works, musical works, compilations, performers' performances, sound recordings and communication signals, all as defined in the *Copyright Act* (Canada).
- 1.3 A creator has moral rights in a Work, as provided under the *Copyright Act*. The Parties endorse and support the creator's right to manage those moral rights.
- 1.4 If a staff member creates a Work
- (a) in the course of performing administrative or management duties or activities for the University, a Department, or a Faculty, including all units therein associated (e.g., Centres and Institutes); or
 - (b) for the purposes of a committee or group of a Department, Faculty, or the University;
- then the University owns copyright in the Work.
- 1.5 If a staff member creates a Work pursuant to a written agreement between the staff member and the University, that agreement shall address the University's arrangement with the staff member regarding ownership or other interest in that Work.
- 1.6 If a staff member creates a Work under a sponsored research funding agreement with a third party funder, copyright ownership and licensing are governed by the terms of the sponsored research funding agreement. Because the University shall enter into the sponsored research funding agreement with the sponsor, the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the sponsor under the sponsored research funding agreement. However, the staff member cannot

unilaterally assign or licence Works that are not wholly owned or created by that staff member.

- 1.7 If a staff member creates a Work under any other agreement between the University and a third party, including but not limited to a secondment agreement or facility access agreement, copyright ownership and licensing are governed by the terms of the agreement between the University and the third party. To avoid any need for the staff member personally to transfer or agree to transfer rights relating to the Work to the third party (which may entail the personal liability of the staff member), the University has the right to obtain from the staff member an assignment or licence of the copyright as necessary to fulfill its obligations to the third party under the agreement. However, the staff member cannot unilaterally assign or licence Works that are not wholly owned or created by that staff member.

2 University Licence

General Principles

- 2.1 Subject to 2.2 to 2.10 inclusive, the University is and shall be entitled to an immediate, non-exclusive, royalty-free, non-transferable, irrevocable licence to use any Work created or produced by a staff member that results from or is connected with the staff member's duties or employment, for all purposes within the University's approved mandate pursuant to the *Post-Secondary Learning Act* (Alberta).
- 2.2 The purposes referred to in 2.1 include, but are not be limited to, unit accreditation, unit or University marketing, and any not-for-profit activity.
- 2.3 The licence contemplated by 2.1 does not apply if, as a result of reasonable academic or pedagogical publishing practice, a staff member must assign copyright to a Work to a third party as a condition of publication. In such a case, the staff member shall make best efforts to cause the third party to provide a licence to the University in relation to the Work, such licence containing terms that are analogous to those described in 2.1.
- 2.4 The licence contemplated by 2.1 does not preclude a staff member from agreeing with the University to grant any additional licence or other rights in and to a Work to the University.
- 2.5 A staff member, reasonably believing that his or her Work is unsatisfactory for a proposed use due to outdatedness, incompleteness, negative impact on the professional reputation of the staff member, or other academic grounds, may amend the Work or require that its use be withheld.

Limited Exception – Works Created to Fulfill Assigned Course Responsibilities

- 2.6 Except in the cases described in 2.7 to 2.10 inclusive, the licence contemplated by 2.1 does not apply to any Work created by a staff member to fulfill assigned course responsibilities under Articles 8.01 and 8.03 of the Agreement.
- 2.7 The licence contemplated by 2.1 includes those elements of a course outline that set out the information required by General Faculties Council policy, as described in the University Calendar.
- 2.8 If a staff member is unable or unavailable to deliver all or part of a course duly assigned to that staff member, the University may use the Work described in 2.6 to complete the delivery of

the course. Such a licence will not be irrevocable, but instead will be for the duration of the course in that academic year.

- 2.9 The University may use a Work described in 2.6 for the purposes of unit accreditation, in connection with transfer credit determinations or as the University may be required to meet its obligations to students.
- 2.10 If a staff member is assigned course responsibilities under Article 8.03 of the Agreement that entail the preparation of course materials for use in multiple courses or courses taught in multiple sections, the licence contemplated by 2.1 applies to those materials for a term of three (3) years from the date that the materials are last revised by the staff member and it shall not be an interference in the creator's moral rights for the University to modify the course materials as required for the purpose of keeping them current.

3. Computer Programs and the University Patent Policy

- 3.1 In addition to this Appendix, the University Patent Policy shall apply to a computer program that is patentable intellectual property.

4. Conflict of Interest and Conflict of Commitment

- 4.1 The University has an interest in ensuring that Works created by its own staff members are not used to compete with or undermine the University's educational mission or activities. Therefore, a staff member's creation and use of Works in which the staff member owns copyright remain subject to the University's conflict of interest and conflict of commitment policies.

5. Collaborative Works

- 5.1 Works created collaboratively by students, staff, faculty and/or others present special challenges with regard to copyright. Such works may be owned in whole or in part by the University, or the University may have rights in and to those Works if they fall within one of the categories described in 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix.
- 5.2 Subject to 1.4 to 1.7 inclusive, 2.1 to 2.10 inclusive, or 3.1 of this Appendix, if a Work is created by a staff member and one or more other individuals governed by University collective agreements, policies, and procedures, as between the University and that staff member and the individual or individuals, each person's rights and obligations relating to the Work shall be determined by the applicable University collective agreements, policies, and procedures. In the case of some collaborative Works, especially those involving members of different categories of persons within the University community, the parties involved may decide to assign copyright to the University in order to coordinate distribution, use, and (when appropriate) revenue sharing.
- 5.3 If a Work is created by a staff member and an individual or individuals who are not subject to University collective agreements, policies, and procedures, ownership of copyright will be decided in accordance with:
- (a) a written agreement between that staff member and that individual or those individuals;
 - (b) a written agreement between the University and another organization; or

- (c) in the absence of an agreement contemplated by (a) or (b), in accordance with the general law, except that this Appendix will apply to any interest held by the staff member, with the necessary changes.

6, Guidelines

- 6.1 The University may publish guidelines, recommendations, and explanatory notes which shall not form part of this Appendix, to assist staff members and others to structure collaborations in ways that maximize certainty and minimize conflicts respecting interests in Works, and to assist in the application or use of this Appendix.

1. Objective

The University Patent Policy is intended to encourage inventors to patent inventions and to provide a mechanism for the commercial application and utilization of the inventions while rewarding the inventor and protecting the rights of the University.

2. Definitions

“Director” means the Director of the University’s Intellectual Property and Contracts Office.

“Invention” means an invention or discovery with patent possibilities made by an Inventor in the course of that Inventor’s duties at the University or through the use of University facilities or resources and includes any computer programs (software) forming part of, and capable of being patented as part of, that invention or discovery.

“Inventor” means any employee of the University, any student registered at the University (whether for credit or not), and any other person associated with the University who, in each of the foregoing categories, is bound to comply with the provisions of this Policy.

“Net Income” means all consideration received by the Inventor or the University from third parties, from the sale or licensing, in accordance with this Policy, of the Invention, less the out-of-pocket costs paid by that party for obtaining the patent and granting, performing and enforcing any assignment or licensing of such Invention. Any consideration not received in cash shall be valued by agreement between the University and the Inventor, failing which the value shall be determined by arbitration.

“ROI” means a Report of Invention, in form available from the Director.

3. Copyright

This Policy does not apply to copyrights on work published or unpublished, or to computer programs (software) except as noted in the definition of the Invention.

4. Plant Cultivars and Germ Plasm

The sharing of revenue earned from the registration and subsequent licensing, as appropriate, of plant cultivars and germ plasm, and other questions arising from an application for a license shall be determined in accordance with the principles of this Policy as if the same were an Invention.

5. Inventions Covered

This Policy shall apply to all Inventions including those made under grants, sponsorships, contracts or agreements approved by the University. The Policy shall not apply to Inventions made by Inventors in the course of demonstrably private research unrelated to their University duties or in the course of their activities as consultants to outside bodies, when such research or activities do not involve use of University facilities or resources.

6. Administration of the Policy

The Director shall be responsible for the administration of this Policy.

7. Patent Alternatives

7.1 An Inventor who makes an Invention and wishes to apply for a patent may, except as provided in Paragraph 10 of this Policy, do so as an individual independent of the University, or may do so through the University, as set out in these procedures.

7.2 Any Inventor who makes an Invention must submit to the Intellectual Property and Contracts Office an ROI which contains a full description of the Invention. The Inventor

must complete the section indicating whether or not the Inventor wishes to proceed independently of the University or wishes to proceed through the University.

- 7.3 While the Inventor may file a caveat as an intended applicant for a patent under the Patent Act (Canada) as soon as the ROI is submitted to the Director, the Inventor shall not enter into any commitments outside the University aimed at patenting, assigning or licensing the invention for thirty (30) calendar days after such submission. This will enable representatives of the Intellectual Property and Contracts Office to discuss with the Inventor the Invention and its proposed applications and commercialization.

8. Application Through the University

- 8.1 If the Inventor offers to assign the Invention to the University, the Inventors ROI shall be reviewed by the Patents and Licensing Committee (see Paragraph 14 below), which shall decide whether to accept assignment of the Invention.
- 8.2 If the University decides to accept the assignment, it shall then assume the responsibility for obtaining patents, the negotiation of assignments or licenses, and the taking of whatever other steps are deemed necessary by the University for the commercialization of the Invention without cost to the Inventor.
- 8.3 The Director shall consult with the Inventor on how best to facilitate public use and commercial application of the Invention. In general, patent applications will be filed only in Canada or the United States of America. Thereafter the University will attempt to verify the commercial opportunities for the Invention before deciding whether to file in additional countries or to incur additional expenses.
- 8.4 If the decision is not to accept the assignment, or if no decision is made by the Patents and Licensing Committee within four (4) months from the date of submission of the ROI, or such earlier or later time may be agreed upon by the University and the Inventor, the Inventor may, by notifying the Director in writing, recover full ownership of the Invention and proceed at the Inventors own discretion and own expense, pursuant to Paragraph 9 but without the thirty (30) calendar day waiting period.
- 8.5 The University shall remit to the Inventor not later than 15 June each year a statement reporting all relevant actions taken in respect of the Invention during the previous University fiscal year, such as the issue of a patent, the conclusion of a licensing agreement or the like; and reporting further the name and places of all establishments using the Invention under license; and reporting further all expenditures and income forming part of the calculation of Net Income for that year. The University shall also, not later than 15 June, remit to the Inventor a sum equal to 33- $\frac{1}{3}$ % of the Net Income for the previous fiscal year.
- 8.6 If at any time after having accepted assignment of an Invention, the University determines that it is not feasible to continue the commercialization of an Invention, and it has not outstanding contractual license or assignment obligations to third parties with respect to the Invention, it may reassign the Invention and any patent, or patent application relating thereto, to the Inventor, in which instance the Invention shall be treated as an Invention of which the Patent and Licensing Committee has pursuant to paragraph 8.4 determined not to accept an assignment.

9. Application Independently of University

- 9.1 When permitted pursuant to Paragraph 7 or Paragraph 8.4, the Inventor may proceed independently of the University, or arrange with any outside sponsor of the Inventors choice, to obtain patents for the Invention, to negotiate licenses, and otherwise to take whatever steps the Inventor deems necessary for the commercialization of the Invention. All such steps shall be taken at the Inventor's, or the Inventor's sponsors expense.

9.2 The University acknowledges that the Invention shall be owned by the Inventor and, except for the obligations set forth in paragraph 9.3 below, the University shall have no other rights in respect of such Invention.

9.3 The continuing obligations of the Inventor under this option shall be:

- a) to provide the University with an annual statement, not later than 15 June of each year, containing the information set out in paragraph 8.5 above;
- b) to maintain in Alberta proper records of the matters referred to in a) above and to permit the University access to the records for each year for a period of twenty-four (24) months following completion of that year.
- c) to remit to the University, with the annual statement, the sum equal to 33 1/3% of the Net Income for the previous fiscal year.

10. Compulsory Application Through the University for Multi-Inventors

If more than one Inventor is involved in making an Invention, and if there is no other agreement between the Inventors, the Invention must be offered for patenting and commercialization through the University, as contemplated in Paragraph 8. In cases involving multi-Inventors, the Patent and Licensing Committee, after consultation with the Inventors, shall approve the list of Inventors and shall determine the relative royalty apportionment for the individuals concerned. This level of apportionment will be commensurate with the level of contribution of each. If the Inventors wish to appeal the decision of the Committee in respect to the list of Inventors or to the royalty apportionment, the procedures set out in section 14.3 shall apply.

11. Variation to Net Income Apportionment

Notwithstanding any provision of paragraphs 8 or 9 of this Policy, the University and the Inventor may, with respect to an Invention, enter into an agreement in which responsibility for, and cost of, patenting and commercializing such Invention are dealt with in a manner different than provided in such paragraphs and in which Net Income is apportioned in a manner different from that provided in these sections.

12. Review of Patent Policy

The Patent Policy will be reviewed at least every five (5) years by the Patents and Licensing Committee to keep it abreast of the needs of the University. The review date will be based on the date of the Policy coming into force.

13. Assigned Inventions and Patents

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 in respect of Inventions and patents, whereby all patent rights are assigned or licensed to such companies, agencies and other bodies or assigned to the University and licensed to such companies, agencies and other bodies, and may contain provisions which are at variance with the provisions of this Policy. The provisions of such contracts, grants, sponsorships and research agreements shall supersede the other provisions of this Policy. The University retains the right to enter into such agreements, and requires that University members comply with such provisions in contracts, grants, sponsorships, or research agreements.

14. Patents and Licensing Committee (Terms of Reference Attached)

14.1 The Patents and Licensing Committee shall consist of the Associate Vice-President (Research), the Director, one person appointed by the University Research Policy Committee, one person appointed by the AAS:UA, and one person appointed by the

Advisory Committee of the Office of Intellectual Property and Contracts. The Committee chooses its own Chair.

- 14.2 In the event that a meeting of the Patents and Licensing Committee or its executive is held to make a decision respecting a particular ROI, as referred to in Paragraph 8.1 of this policy, the Inventor and the Inventor's Dean and Department Chair will be invited to attend the meeting and will have the opportunity to state their views.
- 14.3 If an Inventor or group of Inventors decides to appeal a decision of the Patents and Licensing Committee, the appeal shall be heard by a one person arbitration board, the arbitrator being chosen by the Provost.
- 14.4 If two parties in a Multi-Inventor patent dispute the relative apportionment of royalties, the dispute shall be heard by a three person arbitration board. Each party shall select a representative to the board and those two persons shall select a third person to chair the board. Where the two representatives cannot agree on a third person, the third person shall be chosen by the Provost.

15. Commitment to University Research

A portion of Net Income shall be used to support research at the University, with special recognition being given to the Faculty, Department, or the laboratory in which the Invention originated. The University will commit a portion of its Net Income to this end and encourages University Inventors to do the same.

**APPENDIX H:
Detailed Procedures on Evaluation and Promotion
[to be developed in accordance with Appendix I]**

APPENDIX I: INTERPRETATION AND TRANSITION

The parties agree that:

1. An Interpretation Committee will be established and will meet regularly from July 1, 2017 to June 30, 2019 in order to monitor, review and update language based upon our experiences with the implementation of this new Agreement;
2. The Interpretation Committee will specifically monitor and review the implementation of the definitions of Appointments established in Article 6 to ensure that there is sufficient clarity and to recommend additional clarification in order to alleviate any confusion;
3. By September 1, 2017, the Interpretation Committee will provide recommendations to the Provost for his/her information concerning the membership composition of ATSEC, keeping in mind the models already established below and the principles of (a) appropriate and proportional elected membership from all staff members (when possible) under this Agreement; (b) representation from tenured faculty; and (c) the appointment of an external member such as from PRC;
4. Departments will require assistance to transition to the new Appointment categories and Human Resource Services and Faculty and Staff Relations will be providing that assistance. Appropriate transition time is required;
5. Procedures will be developed, as required, to effectively and consistently manage Probationary Periods, Evaluation, Promotion, Unsatisfactory and Unacceptable Performance;
6. Current Salary Schedules and Benefits Programs will remain intact until Compensation Negotiations make any changes;
7. If a Faculty is currently able to improve the terms of the Agreement (as through previous appropriate consultations under the CAS:T Agreement) then they may continue to do so (e.g. removal allowance, scholarly leaves, etc.). The Faculty must continue to ensure internal equity is maintained. Details of the variation from the Agreement should be included in the special conditions section of the appointment letter and approved by the Office of the Provost.
8. The first review of the Faculty's position expectations and standards of performance under Article 10.14 will be completed by June 30, 2022.

Current Models of Membership:

Nursing (Faculty Lecturer Evaluation Committee)

- FEC Chair to be Chair of FLEC;
- Associate Dean, Undergraduate Programs, ex officio;
- FEC members, except for the Dean and the PRC member;
- 6 Faculty Lecturers, elected by Faculty Lecturers; and
- Human Resources Officer (Resource).

Physical Education and Recreation (Coaches Evaluation Committee)

- Dean to be Chair of CEC;
- Director of Athletics;
- Associate Athletic Director(s) (non-voting);
- 3 Head Coaches at a minimum rank of Senior Coach, elected by Faculty Council;
- 1 full-time academic staff member (non-coaching) elected by Faculty Council;
- 1 external AASUA member appointed by the Chair, from recommendations received from Coaches.