

Intellectual Property Principles for NanoFabrication Kingston

This intellectual property framework is intended for application at NanoFabrication Kingston.

Definitions:

Arising IP means new Intellectual Property arising out of a Service or a User's use of the Equipment.

Background IP means Intellectual Property already owned by a person, or that is made, conceived or acquired by a person outside of the scope of a Service or a User's use of the Equipment.

Client means the client procuring a Service from Provider.

CMC means Canadian Microelectronics Corporation operating as CMC Microsystems, including its wholly owned subsidiary DMT Microsystems Corporation.

Confidential Information means information which is of a non-public, proprietary or confidential nature to the disclosing party, including Intellectual Property, that is clearly identified or marked as "confidential" or "proprietary". Confidential Information does not include information that: (i) is known to the public or becomes known to the public other than through the default of the receiving party; (ii) is already in the receiving party's possession at the time of disclosure; (iii) is received from a third party having no obligations of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required by law to be disclosed.

Equipment means any micro/nano fabrication and characterization equipment at, or connected with, NFK.

Intellectual Property (or "IP") means any subject-matter created by a person or persons and capable of protection by Intellectual Property Rights such as, but not restricted to, works (including computer programs, documentation and mask works), patentable and patented inventions, trade-marks (whether or not registered), registerable and registered industrial designs, and trade secrets.

Intellectual Property Rights (or "IP Rights") means any right relating to Intellectual Property, such as, but not restricted to, copyrights, rights to obtain patents and rights under patents, rights to protect or register trade-marks and rights under protected or registered trade-marks, rights to register industrial designs and rights under registered industrial designs, rights to protect trade secrets and other similar rights in any country.

IP Rights Option means a Client's option to acquire certain Intellectual Property Rights in Arising IP.

NFK means "NanoFabrication Kingston", a micro/nano fabrication facility at Innovation Park at Queen's University.

NFK Laboratory Check-In Form means a document outlining the responsibilities of a User, including, amongst other things, a User's responsibility to keep other Users' information confidential.

Non-Disclosure Agreement means an agreement of confidentiality related to a Service or a User's use of the Equipment.

Operator means Queen's and/or its designated laboratory manager, currently CMC.

Provider means the Operator performing Services.

Queen's means Queen's University at Kingston.

Service means a service provided for a fee by Provider using the Equipment.

Service IP Agreement means an agreement between Provider and a Client (or Clients) setting out agreed-upon Intellectual Property Rights for Intellectual Property related to a Service.

User means any individual accessing Equipment either remotely or in person.

Category	IP Principles	
Intellectual Property Management	1	<p>NFK Users:</p> <p>The Operator will use reasonable efforts to help physically safeguard User Intellectual Property in NFK by providing lockers and other storage facilities. Users acknowledge that Intellectual Property left in a public space of NFK (on computers or otherwise) should not be considered protected.</p> <p>NFK Services:</p> <p>Provider intends to establish and confirm any applicable IP terms prior to Service commencement. At minimum, Provider and Client should determine whether or not the Service includes an IP Rights Option. For Services including an IP Rights Option, Provider intends to execute a Service IP Agreement prior to Service commencement.</p>
Background IP Ownership and IP Rights	2	<p>NFK Users:</p> <p>Subject to any written agreement, a User will not forfeit any rights in its Background IP brought into NFK.</p> <p>Operator's Background IP is owned by Operator, and no rights are forfeited by Operator by bringing such Background IP into NFK. Where required, Operator may grant to User a non-exclusive, royalty-free license to use applicable Operator's Background IP when using the Equipment and no rights beyond the completion of such use will be granted by Operator.</p> <p>NFK Services:</p> <p>A Client will not forfeit any rights in its Background IP used by Provider in the provision of a Service to Client.</p> <p>Client grants Provider a non-exclusive, royalty-free license to use applicable Client Background IP in the performance of the Service for Client and no rights beyond the completion of the Service are granted by Client.</p> <p>Provider's Background IP is owned by Provider and no rights are forfeited by Provider by bringing such Background IP into NFK.</p> <p>Where required, Provider grants to Client a non-exclusive, royalty-free license to use applicable Provider's Background IP during the performance of the Service only. Any Client use of Provider's Background IP beyond the performance of a Service must be governed by a Service IP Agreement.</p>
No IP Rights Option: Arising IP Ownership and IP Rights	3	<p>NFK Users:</p> <p>Subject to any written agreement, Arising IP from a User's use of the Equipment is owned by the User.</p> <p>Users are encouraged to share Arising IP developed when using the Equipment whenever possible.</p> <p>NFK Services:</p> <p>Where there is no IP Rights Option, Arising IP from a Service is owned by Provider.</p>

<p>IP Rights Option: Arising IP Ownership and IP Rights</p>	<p>4</p>	<p>NFK Users: Not applicable.</p> <p>NFK Services: Where there is an IP Rights Option, Arising IP from a Service shall be owned in accordance with the terms in the applicable Service IP Agreement.</p> <p>At a minimum, in all Service IP Agreements Client will grant Provider a non-exclusive, royalty-free license to use Client-owned Arising IP in the performance of the Service for Client.</p> <p>For Services paid for in part by CMC, CMC may expect Client to grant CMC and Queen’s a non-exclusive, royalty-free license to use Arising IP for non-commercial purposes (including the right to sublicense the non-commercial use of such Arising IP to Operator’s clients).</p>
<p>Information Confidentiality, Management and Publication</p>	<p>5</p>	<p>NFK Users: Because Users may come into contact with the Confidential Information of others in NFK, Users are expected to abide by the confidentiality obligations in the NFK Laboratory Check-In Form.</p> <p>NFK Operator: Operator will protect and safeguard User Confidential Information using at least the same degree of care it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care. Operator is prohibited from publishing research results containing User Intellectual Property other than with the express written permission of the owner of the research results. Publication of research results by Operator will include an acknowledgement of CFI Project No. 20314 “emSYSCAN: Embedded Systems Canada”.</p> <p>NFK Services: Provider expects to execute a Non-Disclosure Agreement with a Client prior to Service commencement. The Provider will protect and safeguard Client Confidential Information using at least the same degree of care it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care.</p>

Application of IP Principles

	Scenario	Principles Applied
1	User is a faculty member, staff member, or a student of Queen's University.	<p>Principle 3: In accordance with Queen's policies, Arising IP from a User's use of the Equipment is owned by the User unless other arrangements have been agreed to in advance for, by way of example, certain categories of employment, certain types of funding, or by individual contract. Consult the applicable Queen's policy for additional details.</p> <p>Principle 5: Users are expected to abide by the confidentiality obligations in the NFK Laboratory Check-In Form.</p>
2	User, a faculty member of Queen's University, develops a new laboratory process using the Equipment.	<p>Principle 3: User is willing to share their Arising IP with others at no cost. User signs an Arising IP waiver enabling Operator to make the new laboratory process available to any interested party, such as other Users, Provider and other laboratories.</p> <p>Principle 5: Users are expected to abide by the confidentiality obligations in the NFK Laboratory Check-In Form.</p>
3	User is a faculty member, staff member, or a student from another academic institution.	<p>Principle 3: Arising IP from a User's use of the Equipment is owned by the User.</p> <p>Principle 5: Users are expected to abide by the confidentiality obligations in the NFK Laboratory Check-In Form.</p>
4	Collaborator from outside of Queen's University, working with Queen's faculty.	<p>Principle 3: Subject to any written agreement (such as a collaboration agreement), Arising IP from a User's use of the Equipment is owned by the User.</p> <p>Principle 5: Users are expected abide by the confidentiality obligations in the NFK Laboratory Check-In Form; Users may be required to sign a Non-Disclosure Agreement.</p>
5	Provider (CMC) trains external industrial user to use NFK for a fee.	<p>Principle 1: IP Rights Option not applicable.</p> <p>Principle 3: Arising IP from a User's use of the Equipment is owned by the User.</p> <p>Principle 5: Users are expected to abide by the confidentiality obligations in the NFK Laboratory Check-In Form.</p>
6	Provider (CMC) undertakes a job for a Client, IP Rights Option required.	<p>Principle 1: Client desires an IP Rights Option.</p> <p>Principle 4: Service IP Agreement required, executed by CMC and Client.</p> <p>Principle 5: Service IP Agreement contains confidentiality obligations.</p>