



Intellectual Property Commercialization And Strategic Engagement - IPCASE

Initiation of collaboration between Inventors and ORPI to leverage resources for exploring IP commercialization

PART 1: INFORMATION & ACKNOWLEDGEMENT (complete all the applicable fields)

1. Intellectual Property Details:

Title of Invention/IP:

ORPI IP Disclosure Form (IPDF) Reference Number:

Date IPDF Submitted to ORPI:

Brief Description of IP: *(or attach summary)* Current

Stage of Development: *(Select one)*

Current IP Protection Status:*(Check all that apply)* Not Protected Provisional Patent Filed *(Date/App #):*

Non-Provisional Patent Filed *(Date/App #):*

Patent Granted *(Date/Patent #):*

Trademark Application/Registration

Copyright

Trade Secret

Other:

Publication status

Research results, including the IP published

Yes

No

If the research results are published, who owns the IP:

Researcher/Inventor(s)

Publisher

2. Inventor(s) Details:

Lead Inventor Name:

Dept/Faculty:

Phone:

Email:

Role/Contribution:

Co-Inventor Name:

Dept/Faculty:

Phone:

Email:

Role/Contribution:

Co-Inventor Name:

Dept/Faculty:

Phone:

Email:

Role/Contribution:

For additional Co-Inventors, attach summary including Name, Dept/Faculty, Phone, Email, Role/Contribution

3. Funding & Third-Party Obligations:

Was this IP developed using funding from external sponsors (e.g., University's internal funding, NSERC, CIHR, SSHRC, Industry Partner, Foundation)?

If Yes, list sponsor(s) & grant/contract number(s):

Are there any exiting agreements (e.g. Material Transfer Agmt, Collaboration Agmt, Non-Disclosure Agmt) with third parties related to this IP?

Yes - list/attach details:

4. Desired ORPI Assistance (Initial Request): *(Check all that apply – this helps ORPI prioritize initial steps)*

Assessment of Commercial Potential

Market Research/Analysis

Patentability Assessment/Strategy

Patent Filing/Prosecution Assistance

Identifying Potential Licence

Marketing the Technology

Assistance with Negotiating Agreements

Spin-off Company Formation Support

Identifying & Accessing Funding Sources (Grants, Investments)

Access to Mentorship

Other:

Continued on page 2



PART 2: NON-BINDING TERMS & STATEMENT OF INTENT

1. ORPI's Intended Role & Efforts:

- ORPI will act as the primary point of contact within the University of Regina for matters relating to the assessment, protection, marketing, and potential licensing or spin-off creation based on the disclosed IP.
- ORPI intends to use reasonable efforts, subject to resource availability, strategic priorities, and assessment of commercial potential, to:
 - Evaluate the IP's technical merit, market potential, and protectability.
 - Develop and propose a suitable commercialization strategy.
 - Where appropriate and strategically sound, manage the process for seeking IP protection, often using external legal counsel approved by the university. Decisions on pursuing and maintaining IP protection rest with ORPI, considering cost and commercial likelihood.
 - Market the IP to potential licensees or partners.
 - Facilitate negotiations for licensing, spin-off formation, or other commercial agreements.

Disclaimer: ORPI does not guarantee successful commercialization or financial return. Commercialization efforts depend on factors outside ORPI's or the Inventor(s)' control.

2. Inventor(s)' Intended Role & Cooperation:

- The Inventor(s) agree to cooperate fully and in a timely manner with ORPI and its representatives (including legal counsel and potential partners).
- This cooperation includes, but is not limited to:
 - Providing further technical details, data, prototypes, or software code as needed.
 - Assisting in drafting and reviewing Intellectual Property applications and responding to the office actions.
 - Participating in meetings and calls with ORPI staff and potential commercial partners.
- Execute necessary documents related to IP but not limited to the assignment deeds, license agreement, equity sharing agreement, and royalty sharing agreement as per the requisition of the transaction.
- The Inventor(s) agree to keep ORPI informed of any further developments, improvements, or publications related to the IP.

3. Costs & Expenses:

- ORPI typically bears the initial costs associated with assessment and evaluation.
- Costs related to IP protection (e.g., patent filing and maintenance fees) are significant. ORPI will make decisions to incur these costs based on strategic assessment.

4. Revenue Sharing (Statement of Intent):

- It is understood and agreed that if the commercialization efforts for the IP are successful and result in revenue (e.g., license fees, royalties, exit proceeds from a spin-off), such revenue shall be shared upon mutually negotiated terms.
- Crucially, the specific percentages, payment terms, reporting obligations, and cost recovery mechanisms applicable to this IP will be detailed and legally finalized in a subsequent Definitive Agreement. This current document does not establish those binding terms.

5. Confidentiality:

- Both ORPI and the Inventor(s) agree to treat information related to the IP and the commercialization discussions as confidential to the extent permitted by law and the university's policies (including requirements for disclosure under the Access to Information Act, if applicable).
- Confidentiality obligations regarding the IP itself may be subject to the terms of separate Non-Disclosure Agreements (NDAs) required when engaging with external parties.

Acknowledgment of Non-Binding Terms

The undersigned acknowledge that they have read, understood, and agree to proceed with the engagement based on the non-binding terms and statements of intent outlined herein. They further acknowledge that specific, legally binding commercial terms, including revenue sharing, require a separate Definitive Agreement.

SIGNATURE

Lead Investor Name

Co-Investor Name

Director, ORPI

Signature

Signature

Signature

Date

Date

Date