

	<b>POLICY</b>  Number: 7311-50-010 Title: Intellectual Property
Authorization  [ ] President and CEO [X] Vice President, Finance and Corporate Services	Source: Vice President, Research and Innovation Cross Index: Date Approved: January 24, 2014 Date Revised: Date Effective: February 10, 2014 Date Reaffirmed: Scope: SHR

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## DEFINITIONS

**Commercialization** means any form of protecting and/or exploiting including realizing or attempting to realize monetary and or other commercial value.

**Intellectual property** means, a collection of rights in relation to products of the mind, including:

- the tangible nature of works or creations that is unique and original;
- any intangible expression thereof; and
- trade secrets

Intellectual property includes, but is not limited to, technology, technical information, data, databases, formulae, computer software, computer code, drawings, graphics, designs, concept ideas, apparatus, processes, research tools, prototypes, methods, techniques and all original literary dramatics, musical, and artistic works, all print, multimedia electronic and audiovisual materials, manuals, program packages, and education materials.

Intellectual property can be acquired in relation to:

- “inventions” as defined by the Patent Act;
- artistic, dramatic, musical or literary “works” as defined by The Copyright Act;
- protection aesthetic (non-useful) features of shape, configuration, pattern or ornament applied to useful articles as defined by THE Industrial Design Act;
- the design of the interconnections and/or elements of layered integrated circuit products protected under the Integrated Circuits Topography Act; and
- marks devices used to distinguish the ware or services of a person or business under The Trade marks Act.

**SRHA Staff** mean employees, practitioner staff, professional staff, contractors, students or anyone given access to SRHA resources.

**SRHA resources** means resources owned, administered or controlled by SRHA including, but not limited to: use of SRHA premises, equipment, time of SRHA staff and SRHA funds (including contractually allocated funds received or accessed through SRHA) and other resources.

## **1. PURPOSE**

The purpose of this policy is to establish Saskatoon Regional Health Authority's (SRHA's) position regarding intellectual property.

## **2. PRINCIPLES**

- 2.1** SRHA provides an environment conducive to the creation of intellectual property.
- 2.2** SRHA staff may create intellectual property during the course of employment and/or relationship with SRHA and through the use of SRHA resources.
- 2.3** Intellectual property could be created jointly with other individuals or organizations.
- 2.4** SRHA asserts rights and ownership to certain intellectual property created or developed by SRHA staff and/or using SRHA resources.

## **3. POLICY**

- 3.1** SRHA is dedicated to the SRHA's research mission including the creation and conservation of knowledge acquired through the performance of research.
- 3.2** SRHA is committed to communicating this knowledge through publication, interaction with the public and where appropriate, commercialization.
- 3.3** Intellectual property developed by SRHA staff through employment, study, research or development activities at SRHA or using SRHA resources shall be owned by SRHA.
  - 3.3.1** Notwithstanding the foregoing ownership of intellectual property may be allocated otherwise pursuant to a contract between a third party and SRHA or an agent of SRHA such as a contract for funding in aid of research.
  - 3.3.2** Notwithstanding the foregoing copyright in works that are reports of SRHA-sanctioned research or scholarly activities will be held by the author(s).
- 3.4** All intellectual property owned by SRHA in accordance with section 3.3 other than works of copyright must be reported to SRHA through the Research and Innovation Office.
  - 3.4.1** Such intellectual property that is a work of copyright, including computer programs, must be reported to the SRHA through the Research and Innovation Office prior to use for any purpose beyond the ordinary course of SRHA business. For the sake of certainty, any commercial use by SRHA staff or a third party not expressly sanctioned by SRHA is beyond the ordinary course of SRHA business.

- 3.5** As a condition of employment, contract relationship and/or access to SRHA resources, SRHA staff must transfer any individual interest/ownership in intellectual property described in section 3.3 to SRHA.
- 3.5.1** If such intellectual property is created by SRHA staff **jointly with another individual(s) (not affiliated with SRHA)**, the intellectual property will be held jointly by SRHA and the other individual(s) or his/her employer or sponsor.
- 3.5.1.1** The Vice President, Research and Innovation}, will in consultation with all parties, determine how joint IP assessment and commercialization (see below) takes place in the absence of an Affiliation Agreement or other joint IP sharing agreement.
- 3.5.2** If such intellectual property is created by SRHA staff **affiliated with another institution**, the Research and Innovation office will seek cooperative arrangements with the other institution to determine criteria for ownership by SRHA, the other institution or both of them (jointly) of the intellectual property developed by SRHA staff.
- 3.5.3** SRHA's interest applies only to that interest in intellectual property arising due to SRHA staff's contributions.

### **3.6 Commercialization**

The Research and Innovation Office may enter into negotiations with creators of intellectual property regarding net revenue sharing.

**3.6.1** The authority to enter into negotiations regarding commercialization of intellectual property matters rests with the Vice-President, Research and Innovation.

**3.6.2** Such negotiation will be with the creator of the IP and will be guided by the principle of an equitable division of net revenue, considering such factors as whether the IP developed was within the expected employment responsibilities and whether the involvement of another institution, such as the U of S, includes a sharing of net revenue.

### **3.7 Copyright**

SRHA staff other than SRHA employees that create intellectual property described in section 3.3 that is a work of copyright, shall be deemed to assign his/her interest in such intellectual property to SRHA at the time of creation and to waive his/her moral rights in favour of SRHA.

**3.8** Subject to section 3.3, SRHA is the first holder of copyright in works authored in the course of employment by its employees, or those whom SRHA contracts with to create works copyright.

## **4. ROLES AND RESPONSIBILITIES**

### **4.1 All staff**

Report intellectual property to the Research and Innovation Office.

### **4.2 Research and Innovation Office**

**4.2.1** Review and consider all Intellectual Property Reports received.

**4.2.2** Determine if protection/commercialization of intellectual property is appropriate.

**4.2.3** Work collaboratively with other individuals/organizations in instances where intellectual property may have been jointly developed with SRHA staff.

**5. POLICY MANAGEMENT**

The management of this policy including policy education, monitoring, implementation and amendment is the responsibility of the Vice-President, Research and Innovation.

**6. NON-COMPLIANCE/BREACH**

Non-compliance with SHR policy may result in disciplinary action, up to and including termination of employment and/or privileges.

**7. REFERENCES**

Alberta Health Services, Intellectual Property Policy, #1137, November 8, 2012  
University of Saskatchewan, Principles and Policies Regarding Intellectual Property and Commercialization [http://www.usask.ca/research/ilo/uofs\\_ip.php#about](http://www.usask.ca/research/ilo/uofs_ip.php#about) (Last Updated May 10, 2011)

## PROCEDURE

Number: 7311-50-010

Title: Intellectual Property

### Authorization

President and CEO

Vice President, Finance and Corporate Services

Source: Vice President, Research and Innovation Cross Index:

Date Approved: January 24, 2014

Date Revised:

Date Effective: February 10, 2014

Date Reaffirmed:

Scope: SHR

## 1. PURPOSE

The purpose of this procedure is to establish the process for reporting, reviewing and commercialization of intellectual property.

## 2. PROCEDURE

**2.1** Complete and forward the *Intellectual Property Report* (see Appendix A) to the Research and Innovation Office.

**2.2** The Research and Innovation Office evaluates the intellectual property to determine whether it has potential for protection and determines whether commercialization is appropriate.

**2.3** The Research and Innovation Office considers other parties involved (if any) in the creation and/or development of the intellectual property and determines SRHA's interest in the intellectual property.

**2.3.1** If the Research and Innovation Office elects to seek commercialization of the intellectual property, SRHA staff will waive ownership/interest in the intellectual property and transfer ownership to SRHA (see Appendix B).

**2.3.1.1** The Research and Innovation Office, under the direction of the Vice President, may enter into negotiations regarding net revenue sharing with the individual(s)/organization(s) involved (see policy section 3.6.2).

**2.3.1.2** The Research and Innovation Office will then seek to commercialize and protect the intellectual property, as appropriate.

**2.3.2** If the Research and Innovation Office chooses to not seek, or chooses to abandon commercialization of intellectual property, the SRHA may waive assignment or assign back to SRHA staff the interests earlier assigned to the SRHA.

## 3. PROCEDURE MANAGEMENT

The management of this procedure including procedures education, monitoring, implementation and amendment is the responsibility of the Vice President, Research and Innovation.

**4. NON-COMPLIANCE/BREACH**

Non-compliance with this procedure may result in disciplinary action, up to and including termination of employment and/or privileges.

**5. REFERENCES**

University of Saskatchewan, Report of Invention form

**Intellectual Property Report**  
 Research and Innovation Office (RIO)

Saskatoon Health Region (SHR) staff who have identified that their research or invention results may have commercial value, whether or not additional research or development may be required to realize that value.

SHR staff may be required to assign their interest in any invention to SHR in accordance with SHR policies.

**1. Proposed Title of Invention:**

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**2. Name, Title and Contact Information**

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**Note:4**

**3. Collaborators:** List the names of those individuals, who did or may have provided creative input to the research that resulted in this invention in accordance with the following table (If necessary, use additional sheets).

<b>A.</b> Provide the names of all individuals who, to your knowledge, conceived the invention or conceived solutions to problems that had to be solved to permit the invention to be made or demonstrated for the first time.	<b>B.</b> Provide the names of all individuals who assisted in the first making or demonstration of the invention.
1.	1.
2.	2.
3.	3.
4.	4.

**Note:** (a) An individual may be named in either or both of these lists (A. and B.).  
 (b) This information will be used to assist the RIO to determine inventorship in accordance with applicable laws.

4. **Contact Information:** Provide contact information for each individual named in section 3. The RIO requires workplace addresses for related communications and internal accounting purposes. To meet filing requirements of Canadian and international patent offices, the RIO will require complete residential addresses and citizenship information if a patent application is filed. That information will be requested when and as required.

Full Name: Last:		First:	Middle:
Employer: <input type="checkbox"/> Saskatoon Health Region <b>or</b> <input type="checkbox"/> Other (employer name):			
Department (if any):			
Position/Title:			
Postal Address (work):			
Telephone No. (work):			
Email Address:			

Full Name: Last:		First:	Middle:
Employer: <input type="checkbox"/> Saskatoon Health Region <b>or</b> <input type="checkbox"/> Other (employer name):			
Department (if any):			
Position/Title:			
Postal Address (work):			
Telephone No. (work):			
Email Address:			

Full Name: Last:		First:	Middle:
Employer: <input type="checkbox"/> Saskatoon Health Region <b>or</b> <input type="checkbox"/> Other (employer name):			
/Department (if any):			
Position/Title:			
Postal Address (work):			
Telephone No. (work):			
Email Address:			

Full Name: Last:		First:	Middle:
Employer: <input type="checkbox"/> Saskatoon Health Region <b>or</b> <input type="checkbox"/> Other (employer name):			
Department (if any):			
Position/Title:			
Postal Address (work):			
Telephone No. (work):			
Email Address:			



5. **Location of Research**

Was the research that resulted in this invention done exclusively at SHR?  Yes  No  
If you answered "No", please explain.

6. **Grants, research agreements and donations used to finance this work giving rise to the invention (if any):**

Sponsor 1		Award/Contract No.	
Start Date		End Date	
Sponsor 2		Award/Contract No.	
Start Date		End Date	

**Note:** If you require more space, copy and insert a section(s) above or attach a separate sheet.

8. **Third-Party Intellectual Property:**

Did the research involve the use of any intellectual property (e.g. software, a chemical or biological material, a proprietary device, confidential information, etc.) belonging to another institution/company?  Yes  No

If "Yes", please provide details below.

9. **Publication/Disclosure**

**Publication** means making available to the public (e.g., printed article, public display of a poster or verbal presentation).

**Disclosure** in this context means non-public distribution/disclosure to a person or group other than the public at large.

(a) Have you published a description of the invention?  Yes  No

If "Yes", please provide the date and venue/circumstances of the publication(s).

(b) Are you planning to publish a description of the invention?  Yes  No

If "Yes", please provide the date (or approximate date) and the venue/circumstances of the planned publication(s).

(If you have a manuscript prepared, please append it to this form.)

(c) Have you disclosed the invention to a third party?  Yes  No

If "Yes", please provide the date and circumstances of the disclosure and identity of the third party disclosure.

(d) Are you planning to disclose the invention to a third party?  Yes  No

If "Yes", please provide the date and circumstances of the planned disclosure and identity of the intended third party disclosure.

10. **Short Description:** Please provide a brief description of the invention, its market application(s), and advantage(s) over similar technologies. Do not describe how the invention works. (5 lines maximum)

11. **Detailed Confidential Description of Invention Required**

Please provide additional materials as described in Annex I.

12. **Literature/Patent Searches**

Has a review of the literature been conducted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
What was the result? (Please attach the most pertinent articles and describe database(s) and search strategy employed.)	See references section of draft patent application (attached)
Has a recent patent search been performed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
With what result? (Please attach pertinent documents and describe database(s) and search strategy employed.)	See references section of draft patent application (attached)

13. **Future Research Plans:**

Are you still working in the field of the invention?  Yes  No

If "No", would you consider resuming work in the field of the invention?  Yes  No

14. **Signature(s) of SHR Potential Inventor(s):**

Information about an invention contained in this IPR including Annex I will be treated confidentially, with a view to maximizing its commercial potential.

Personal information will be treated in accordance with SHR Privacy and Confidentiality Policy, subject to the following Caveats:

- (a) In the event that we apply for statutory protection of any subject matter disclosed herein, the name, home address, and citizenship of each inventor may be disclosed to patent offices in Canada and elsewhere and to other pertinent registry offices to the extent required by such offices and for such purposes;
- (b) The RIO will disclose this form as filed, in confidence, to all collaborators identified above who have not yet reviewed this document as evidenced by their signatures below.

Name	Signature	Date
1.		
2.		
3.		

**Note:** It is the responsibility of each signatory to inform the ILO of any address change as long as this file is active.

**Acknowledgement of Receipt by SHR**

<i>To be completed by RIO</i>	
<b>Name/Title</b>	<b>Date</b>
<b>representative responsible for this file:</b>	<b>Business Phone</b>

## ANNEX I

### Detailed Description of Invention

Enter the information below and/or attach separate pages and documents.

**A. Background of the invention:** If more than one institution has been involved, specify the role of each.

**B. Technical description:** Include publications, manuscripts, drawings, sketches, photographs, programs and/or other pertinent materials.

**C. Possible commercial applications:**

**D. Advantages and improvements over existing technology:**

**E. Potential Manufacturing/Marketing partners:** List market sectors, industries and/or companies that might be interested.

**Appendix B  
Assignment of an Invention**

***This form of assignment must be amended in the event that the Inventors comprise only one or more than two individuals, or if the Invention is created by SRHA Staff jointly with others.***

**ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (this "**Agreement**") is made among:

**Saskatoon Regional Health Authority**, a statutory non-for-profit corporation pursuant to *The Regional Health Services Act* of Saskatchewan, having an office at Saskatoon City Hospital, 701 Queen Street, 2<sup>nd</sup> Floor, Saskatoon Saskatchewan S7K 0M6 (the "**Assignee**"); and

**First Middle Lastname1**, an individual resident at <address>, Saskatoon, Saskatchewan LNL NLN ("**Lastname1**"); and

**First Middle Lastname2**, an individual resident <address>, Saskatoon, Saskatchewan LNL NLN ("**Lastname2**").

WHEREAS:

- A. Lastname1 and Lastname2 (severally and collectively, the "**Inventor**") being SRHA Staff did, in through their through employment, study, research or development activities at SRHA or using SRHA resources, <jointly> conceive, develop, discover and/or invent subject matter related to <TITLE OF INVENTION> (the "**Invention**"), as described and set forth in the documents following:
- (a) SRHA Intellectual Property Report number <##> appended as Schedule "A" hereto;
  - (b) Manuscript entitled <Title of Manuscript> appended as Schedule "B" hereto;
  - (c) Instrument: <Canadian Patent Application>  
Title: <Patent Application Title>  
Filing Date: Month 00, Year  
Inventors: First Middle Lastname1 and First Middle Lastname2;
  - (d) Instrument: United States Provisional Patent Application  
Title: <Patent Application Title>  
Filing Date: Month 00, Year  
Inventors: First Middle Lastname1 and First Middle Lastname2;.
- B. The Inventor desires to absolutely and irrevocably assign, transfer and convey to the Assignee, and the Assignee desires to obtain from the Assignor, the entirety of the Inventor's right, title and interest in and to the Invention, so that the Assignee may undertake the commercial exploitation of the Invention or tangible embodiments thereof.
- C. Pursuant to the terms of the Policy (specifically, section 3.5 thereof) the Inventor and each of them are required to transfer any interest or ownership in the Invention to SRHA.

NOW THEREFORE, in consideration of the premises and covenants hereinafter described and the payment of one dollar (\$1) by SRHA to each Inventor, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. DEFINITIONS**

- 1.1 For the purposes of this Agreement certain words and terms shall meanings ascribed as follows:

- (a) **"Business Day"** means a day that is neither a Saturday, a Sunday nor a statutory holiday in Saskatchewan.
- (b) **"Party"** means a party to this Agreement.
- (c) **"Policy"** means SRHA's Intellectual Property policy, number **<NEW>**, effective **Month 00, Year** as revised from time to time.
- (d) **"Registrations"** means those patent applications described in Recital C hereof, each and every patent application corresponding to the foregoing, any and all substitutes, divisions, and continuations of said applications, each and every Letters Patent granted from any and all of the foregoing, each and every reissue of said Letters Patent, and all other registrations or proceedings of any description that may provide for the protection of rights in and to the Invention for the benefit of the holder thereof anywhere in the world.
- (e) **"SRHA Staff"** has the meaning ascribed that term by the Policy.

## 2. **ASSIGNMENT OF INVENTION AND PATENTS**

- 2.1 The Inventor and each of them hereby absolutely and irrevocably sells, assigns, transfers and conveys to the Assignee, the entirety of the his/her rights, title and interests, arising in law or in equity, in and to the Invention and the Registrations, free of all liabilities and encumbrances of any description, the same to be held and enjoyed by the Assignee for its own exclusive use and benefit, and for the use and benefit of its successors and assigns, to the full extent that same would have been held and enjoyed by the Inventor or any of them had this Agreement not been made, and the Assignee accepts such assignment.
- 2.2 The Inventor and each of them shall, at the request of the Assignee and at the expense of the Assignee, execute and deliver any and all further information and documents (including assignments and waivers), provide assistance, and do all acts and things which the Assignee may deem necessary or desirable in order to give effect to this Agreement, perfect, obtain or protect the rights, title, interests assigned hereby, and prepare, prosecute or maintain any Registration.

## 3. **REPRESENTATIONS AND WARRANTIES - INDEMNITY**

- 3.1 The Inventor warrants that he and/or she was SRHA Staff during the entirety of the time period during which the Invention was conceived, developed, discovered and/or invented as stated in Recital A of this Agreement.
- 3.2 The Inventor warrants that:
  - (a) he and/or have all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby; and
  - (b) subject to SRHA's interest under the Policy, the Inventor is the owner of the entire right, title and interest in and to the Invention and can transfer such right title and interest to SRHA in accordance with the other terms hereof free and clear of any liens, pledges, security interests or other encumbrances of any description.
- 3.3 The Assignee acknowledges that nothing in this Agreement is or shall be construed as a representation or warranty by the Inventor, express or implied, as to the merchantability or fitness for a particular purpose of the Invention, nor a representation or warranty that the Inventor shall bear any liability to the Assignee of any description arising from any loss or damage sustained, directly or indirectly, by the Assignee, its employees or any third party, which loss or damage arises from use of or reliance on the Invention or any tangible embodiment thereof by the Assignee, its employees or any third party.

3.4 The Assignee be responsible for, and shall indemnify, hold harmless and defend the Inventor and any of them from, all claims arising from the exercise by the Assignee of any of the rights granted to it under this Agreement or from the direct or indirect use by the Assignee or its employees of the Invention or any tangible embodiment thereof, including, without limitation, any loss or liability associated with death, other personal injury property damage.

4. **LIMITATION**

4.1 In the event of a breach of any of the provisions in this Agreement by the Assignee, the Inventor and each of them hereby acknowledge and agree that liquidated damages will be the sole and exclusive remedy available and the Inventor and each of them hereby waives each and every other legal or equitable remedy he or she may otherwise be entitled to seek, including, without limitation, claims for specific performance, injunctive relief, rights of repudiatory breach, anticipatory breach or rescission. The Inventor and each of them acknowledge that the covenants herein are reasonable and valid and all defences to the strict enforcement thereof by the Assignee are hereby waived by the Inventor and each of them.

5. **MISCELLANEOUS**

5.1 No Inventor shall assign this Agreement, in whole or in part, without the prior written consent of the Assignee, which consent shall not be unreasonably withheld.

5.2 This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, successors and permitted assigns.

5.3 All notices, demands or the writings required or permitted to be given under this Agreement by any Party another Party may be hand delivered, given by letter sent by registered mail, postage prepaid, or sent by electronic facsimile transmission addressed to the recipient as follows:

- (a) Assignee: Saskatchewan Regional Health Authority  
<address line 1>  
<address line 2>  
Saskatoon, Saskatchewan LNL NLN  
Email: [contact.name@saskatoonhealthregion.ca](mailto:contact.name@saskatoonhealthregion.ca)  
Attention: Contact Name
- (b) First Inventor <address line 1>  
<address line 2>  
Saskatoon, Saskatchewan LNL NLN  
Email: first.lastname1@server.ca  
Attention: First Lastname1
- (c) Second Inventor <address line 1>  
<address line 2>  
Saskatoon, Saskatchewan LNL NLN  
Email: [first.lastname2@server.ca](mailto:first.lastname2@server.ca)  
Attention: First Lastname2

If mailed, such notice shall be deemed to have been given on the seventh (7th) business day following the date of posting, and if delivered personally or by electronic transmission, on the date of delivery, if such date is a business day, or on the first business day after delivery. Either party may change its address for service from time to time by giving advance notice in writing to the other party.

- 5.4 For the purposes of this Agreement, each Party acknowledges that it is an independent contractor and nothing in this Agreement shall constitute a Party an agent another of them.
- 5.5 The division of this Agreement into articles and clauses and the insertion of headings is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- 5.6 In this Agreement, where the context requires or permits, words importing the masculine gender shall include the feminine and neuter genders, and words importing the plural shall include the singular and vice versa, and the words "person" and "persons" shall include corporations, partnerships and all other entities of whatever nature and description. Reference in this Agreement to a clause or article is reference to the appropriate clause or article of this Agreement unless specifically stated otherwise.
- 5.7 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. This Agreement may not be amended or modified in any way except by written agreement executed by the Parties.
- 5.8 This Agreement shall be interpreted in accordance with the laws of the Saskatchewan and the laws of Canada applicable therein. Any proceeding taken in relation to this Agreement shall be taken in the courts of Saskatchewan and the Parties irrevocably attorn to the jurisdiction of the courts for the Province of Saskatchewan sitting at Saskatoon.
- 5.9 Notwithstanding that this Agreement may be executed on different dates or in several counterparts, each executed counterpart shall constitute an original and all such counterparts shall together constitute but one instrument.

IN WITNESS WHEREOF, the Assignee has hereunto affixed its corporate seal attested to by the hand of its duly authorized officer in that behalf on the date appearing beside his signature.

**SASKATOON REGIONAL HEALTH AUTHORITY**

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signatory Name/Title

IN WITNESS WHEREOF the First Inventor has set his/her hand and seal at Saskatoon, Saskatchewan this on the date appearing below her signature.

\_\_\_\_\_ Date: \_\_\_\_\_  
 First Middle Lastname1

\_\_\_\_\_  
 Witness to Lasname1

IN WITNESS WHEREOF the Lastname2 has set his/her hand and seal at Saskatoon, Saskatchewan this on the date appearing below his/her signature.

\_\_\_\_\_ Date: \_\_\_\_\_  
 First Middle Lastname2

\_\_\_\_\_  
 Witness to Lasname2



**Schedule "A"**

SRHA Intellectual Property Report number <##>

**Schedule "B"**

Manuscript entitled <Title of Manuscript>