

Modifications to the SNOLAB Institute's Constitution
Executive Summary
Tony Noble, Director of the SNOLAB Institute of Queen's University

On November 15th, 2012, the Board of Directors of the SNOLAB Institute approved the new constitution of the SNOLAB Institute, and submitted it to Queen's for Senate review and approval. The SNOLAB Institute is an Institute of Queen's University. SNOLAB is an international facility for astroparticle physics, and is the premier facility of its kind in the world. The lab is located 2 km underground in the Creighton Mine in Sudbury. It is operated through a trust agreement between the partner Universities (currently Alberta, Carleton, Laurentian, Montreal, and Queen's as Trustee). In the following I will outline the motivation for changing the constitution now, highlight the main changes from the existing constitution, the review so far, and explain why there is some urgency to get these changes through the Senate now.

Rationale:

SNOLAB was one of the recipients of the first round of MSI (Major Science Initiative) awards from CFI designed to contribute to the operation of major facilities in Canada. When coupled with the Provincial component, it amounts to \$40M over 5 years. However, ongoing funding is conditional on several changes to the governance structure of the SNOLAB Institute, some of which require changes to the Constitution, and others the associated Terms of Reference of the Board and its subcommittees. These governance changes are required by March 31, 2013.

When the current version of the constitution was written, there were three overlapping areas of activity being covered by the Constitution:

- The SNO experiment, which was the original motivation for the facility, was still operational;
- At the same time, the expansion from the original SNO facility to the larger SNOLAB was underway - This was a \$60M\$ construction project with Carleton taking the lead on managing this; and
- The Operation of the new facility was beginning as parts of the new SNOLAB facility became operational.

This made for a very complicated Constitution trying to cover all the elements of these three disparate activities. Since then, the SNO experiment has been completed, and the \$300M of heavy water has been safely returned, retiring that liability. The SNOLAB construction is complete and there is no longer a Director for that activity. Hence the new Constitution being proposed only covers the activities currently undertaken at the facility. Much of the previous version is now obsolete, referring to non-existent activities, responsibilities and positions.

The previous version of the Constitution had many sections in it which were no longer consistent with the policies of Queen's University for the operation of Institutes and Centres.

At the time the previous version of the Constitution was developed, the operations plan and the scientific program were not fully developed, and so some elements related to these were missing or incomplete. This includes the section on Intellectual Property rights.

Main Changes to the Constitution:

- Introduction of the governance instrument: the Institute Council. CFI requires that the Board of Directors have a majority of Directors being independent. This will make the University Representatives a minority on the Board. With the introduction of the Institute Council, which is comprised of University representatives, and whose main duties include selecting the directors of the

Board, the Universities can ensure the directions taken by the Board are consistent with the objectives and values of the Universities. This is a common governance structure, used for example by ACCURA and recently adopted by Compute Canada to also meet the governance requirements of CFI.

- Removal of all content regarding SNO and the SNOLAB construction as these two phases are complete.
- New definition of the Board Composition (Mostly in Terms of Reference).
- Elimination of the SNOLAB Institute Director's role. (Also a requirement of CFI to streamline senior management). At the time the previous version of the constitution was written, the management structure included: the Board; the SNOLAB Institute Director (currently T. Noble) reporting to the Board; and the SNOLAB Director (currently Nigel Smith) reporting to the Institute Director. This is no longer required, and the Institute Director position has been removed. It was essential earlier when the three parallel activities of SNO, SNOLAB Construction, and SNOLAB Operations were all vying for resources and priority, and it was the Institute Directors responsibility to manage the interactions between these somewhat competing activities.
- Editing to meet current Queen's policies.
- Reworking of the IP section to define policy for SNOLABI employees. This was not fully fleshed out in the previous version, as the scientific program was not yet active. It is important to get this properly defined now that the scientific activities have begun. It is complicated as SNOLAB is a facility, and most of the IP resides with the Universities and institutions participating in experiments in the lab. But SNOLAB also has research scientists participating on a number of these experiments, and engineers doing design work for these projects, and their IP rights needed to be properly protected.

Review to date:

- The proposed version of the Constitution was developed originally by the SNOLAB Governance Committee, which included Steven Liss (VP Research from Queen's University), Sandra Crocker, Associate VP Research at Carleton, Patrice Sawyer (Chair and VP research at Laurentian), Tony Noble (Institute Director) and Aksel Hallin (CRC Tier I at Alberta).
- It was then reviewed by Sonja Verbeek to ensure it was consistent with current policies for centres and institutes at Queen's.
- It was also reviewed by the Office of Research services, and had contributions from PARTEQ Innovations, to get the IP section of the Constitution correct.
- It had a number of iterations through the Governance Committee,
- And finally it was reviewed by the entire SNOLAB Institute Board, which is now recommending it for approval by the Queen's senate.

It is moved that Senate approve the revised constitution of SNOLAB effective February 1, 2013.

	SNOLAB INSTITUTE CONSTITUTION
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This document sets out the Constitution of the SNOLAB Institute, hereinafter referred to as the "Institute", formed at Queen's University at Kingston, Ontario.

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1. DEFINITIONS

- (a) A “**Board Director**” means an individual Director appointed to the SNOLAB Board of Directors.
- (b) A "Collaborating Scientist" of the Institute means any scientist who is actively involved in research in the SNOLAB laboratory or a scientist who has an interest in underground science and who has been approved by the Board of Directors as a Collaborating Scientist. This may include scientists at or affiliated with Member Institutions.
- (c) The “**Facility**” or the “**Facilities**” shall mean the International Facility for Underground Science, SNOLAB (to be referred as SNOLAB) and shall include the SNOLAB main underground site in Vale's Creighton mine, the surface building at the Creighton mine, and such other offices and facilities and assets at or with which activities of the Institute may now or hereafter be conducted.
- (d) The "Institute" means The SNOLAB Institute, an unincorporated Senate-approved Institute of Queen's University having as its responsibility the construction, operation and decommissioning of the Facility.
- (e) "Intellectual Property" shall by example include, all intellectual and industrial property produced, generated or reduced to practice during the performance of research or development at or associated with projects undertaken at the Facility and may include without limitation any; patents; industrial designs; technical information; know-how; copyright; models; patterns; drawings; software; data; inventions; prototypes; and specifications produced or generated in the performance of the research and or development programs at or in conjunction with the Facility.
- (f) "Member Institution" means degree-granting Canadian Universities or Research Institutions that have entered into a partnership defined by the SNOLABI Trust Agreement for the purpose of furthering and assisting in the development and operation of SNOLAB. As of the date of this Constitution the Member Institutions are the University of Alberta in Edmonton, Carleton University in Ottawa, Laurentian University in Sudbury, the Université de Montréal in Montréal, and Queen's University at Kingston. Other Universities are expected to join the trust as SNOLAB is developed.
- (g) The “**SNOLAB Audit and Finance Committee**” means the standing committee of the SNOLABI Board of Directors charged with assisting the Board in its oversight and

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stewardship of SNOLABI's financial information, internal control systems and reporting, internal audit, external audit, legal, statutory and regulatory compliance and risk management.

- (h) The "**SNOLAB Board of Directors**" means The Board of Directors of the SNOLAB Institute charged with the stewardship of the SNOLAB Institute.
- (i) The "**SNOLAB Construction Funding Agencies**" means the group of government agencies providing direct funding for the excavation and construction of the Facility including the expansion of the laboratory underground and the surface building. The agencies include the Canada Foundation for Innovation, FedNor, the Northern Ontario Heritage Fund Corporation, and the Ontario Innovation Trust.
- (j) The "**SNOLAB Construction Phase**" means the phase during which the Facility is being designed, excavated, constructed, outfitted, commissioned and prepared for the first operation of experiments.
- (k) The "**SNOLAB Decommissioning Phase**" means the phase following the completion of the SNOLAB Operations Phase when actions are taken to remove equipment and stabilize the site in accordance with all applicable laws; regulations and policies.
- (l) The "**SNOLAB Director**" means the SNOLAB Executive Director responsible for health and safety, the day-to-day operation of the Facility, the development of the scientific program, and the maintenance of budget and grant funding.
- (m) A "**SNOLAB Employee**" means a person appointed by the Director of SNOLAB to support SNOLAB operations or projects within SNOLAB and to be reimbursed by the funds to be provided to SNOLABI by the relevant funding agencies.
- (n) The "**SNOLAB Governance Committee**" means the SNOLAB Board of Directors committee to oversee and enhance the organization of the Board and its committees, to develop governance procedures, to monitor Board performance, to arrange orientation and training for Board Directors, to provide oversight on nominations for independent Board Directors and the SNOLAB Director, to provide oversight on compensation and a succession plan for the Board and Senior Management.
- (o) The "**SNOLAB Operations Funding Agencies**" means the group of government agencies providing direct funding from time to time to the operation of the Facility. At the date of this Constitution the agencies are the Natural Sciences and Engineering Research Council, the Canada Foundation for Innovation, and the Province of Ontario

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Ministry of Economic Development and Innovation.

- (p) The "**SNOLAB Operations Phase**" means the phase following the construction phase when the research and development program at the Facility is active.
- (q) The "**SNOLAB Scientific and Technical Review Committee**" means the independent committee established by the SNOLAB Board of Directors to review the scientific, technical and financial progress of the project to develop and operate the Facility.
- (r) The "**SNOLAB Trust Agreement**" means the agreement signed by the Member Institutions participating in the development and operation of the Facility and who share in the liabilities and assets associated with the Facility.

2. ELEMENTS OF THE INSTITUTE

The Institute shall be known as the SNOLAB Institute (SNOLABI), having as its responsibility the construction, operation and decommissioning of SNOLAB. Prior to the development of SNOLAB, the institute was known as the Sudbury Neutrino Observatory Institute (SNOI).

The Institute is formally constituted as a part of Queen's University, but operates through a Trust Agreement between Member Institutions. New institutional members are expected to join as the experimental program expands and new partners become involved. Potential new institutional members shall apply in writing to the SNOLABI Board of Directors. When a new institutional member is accepted by the SNOLABI Board of Directors, and all existing Member Institutions agree to the inclusion of the new institutional member, the SNOLAB Trust agreement will be amended through a Joinder Agreement to include the new institutional member as a member of Trust agreement.

The Institute has the responsibility for the construction, operation and decommissioning of the SNOLAB facility. The construction included the expansion of the original SNO underground site to form SNOLAB and the erection of a new surface building. The capital for this construction was funded by the Canada Foundation for Innovation, FedNor, the Northern Ontario Heritage Fund Corporation, and the Ontario Innovation Trust, being referred to as the SNOLAB Construction Funding Agencies. Funding for the Operation of SNOLAB has been provided by The Natural Science and Engineering Research Council of Canada, the Canada Foundation for Innovation, and

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the Province of Ontario Ministry of Economic Development and Innovation (previously the Ministry of Research and Innovation), being referred to as the SNOLAB Operations funding Agencies.

The Institute will also undertake activities to support the interaction of Collaborating Scientists and students and to extend the study of scientific topics addressable by the experimental techniques used in the laboratory. These activities could include support for conferences, educational workshops and visiting scientists.

The Institute shall have the following elements:

- 1) **An Institute Council** shall be established. Each Member Institution shall be entitled to appoint one individual to the Institute Council. The appointee will be known and hereafter referred to as a Member Representative and will act on behalf of the Member Institution. A Member Institution may remove its Member Representative and appoint another individual in their place and stead. Each Member Institution shall designate its Member Representative from among its senior administrative officers or its senior scientific staff. Each Member Representative is expected to represent effectively the interests of his or her Member Institution in the conduct of the affairs of SNOLABI. It is the goal of the Institute that the Institute Council will consist of senior administrative officers, such as the Vice-President (Research) or their designate, representing their respective Member Institutions. All questions at meetings of the Institute Council shall be decided by a majority of the votes of the Member Representatives present. The Institute Council shall meet annually. Quorum is defined as two-thirds of the Member Representatives of the Institute Council.

The duties of the Institute Council, representing the Member Institutions shall be:

- (i) to annually elect one of the Member Representatives to serve as Chair of the Institute Council for a period of one year;
- (ii) to recommend electing, renewing, or revoking, the Chair and members of the Board of Directors, from a slate of candidates recommended by the SNOLABI Governance Committee or by nomination at the meeting;
- (iii) provide comment upon the activities of the SNOLABI and other issues that any Member Representative considers worthy of consideration in the management and governance of the laboratory, giving such commentary to the Board of Directors as deemed fit by the Institute Council;
- (iv) approve the admission to membership in the SNOLABI through the signing of the Joinder agreement of the SNOLABI Trust Agreement; and

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- (v) receive the audited financial statements; the Board annual report; and the agenda and minutes of the meetings of the Board of Directors;
 - (vi) transact such other business as may properly be brought before the meeting.
- 2) **A Board of Directors** shall be established through which SNOLABI shall be operated, supervised and controlled.
- The duties of which Board of Directors include but are not limited to: policymaking, determination of the budget and fund raising. The Duties, Responsibilities and Composition of the Board of Directors shall be defined through the SNOLABI Board of Directors Terms of Reference. The SNOLABI Board of Directors Terms of Reference, and subsequent amendments, shall be ratified by the Board of Directors, and submitted to the Principal of Queen's for approval.
- 3) **A Chair of the Board of Directors** (hereinafter referred to as the "Chair") shall be appointed Chair by the Institute Council.
 - 4) **An Executive Secretary of the Board of Directors** (hereinafter referred to as the "Executive Secretary") shall be appointed secretary to the Board in accordance with the SNOLABI Board of Directors Terms of Reference.
 - 5) **A SNOLAB Executive Director** (Hereinafter referred to as the "SNOLAB Director"). The responsibilities of the SNOLAB Director include but are not limited to: health and safety, operation of the facility consistent with the strategic and facility plans, management of human resources, and administration of the budget. The complete set of duties and responsibilities for the SNOLAB Director are defined in the SNOLABI Board of Directors Terms of Reference.
 - 6) **SNOLAB Associate Director(s)** may be appointed by the Board of Directors in consultation with the SNOLAB Director.

3. OFFICE OF THE INSTITUTE

Offices of the Institute shall be maintained at Stirling Hall, Queen's University and at such other places as the Board of Directors may reasonably determine from time to time in conjunction with Queen's University.

4. INSTITUTE BOARD OF DIRECTORS RESPONSIBILITIES

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The Board of Directors shall not delegate any responsibilities specifically imposed upon it by this Constitution or by the SNOLABI Board of Directors Terms of Reference. The duties and responsibilities of the Board of Directors are defined in the SNOLABI Board of Directors Terms of Reference.

5. MEETINGS OF BOARD OF DIRECTORS

The Board of Directors shall meet in accordance with the schedule defined in the SNOLABI Board Terms of Reference.

6. FACILITY PLAN

In conformity with the arrangement with the funding agencies, the Board of Directors shall cause the SNOLAB Director to prepare and maintain a comprehensive SNOLAB Facility Plan (herein known as the Facility Plan) which shall:

- (a) describe the international experimental research program developed for SNOLAB and the resources required to support it;
- (b) describe and cost in appropriate detail the planned development activities of the SNOLAB Facility;
- (c) describe and cost in appropriate detail the planned operation of the SNOLAB Facility; and
- (d) describe and cost in appropriate detail the planned decommissioning program for the SNOLAB Facility.

7. APPROVAL OF FACILITY PLAN

The Board of Directors shall review and approve the aforesaid Facility Plan during each fiscal year with such amendments as it determines. The full Facility plan will also be provided to the SNOLAB Scientific and Technical Review Committee for review and its findings will be reported to the Board of Directors.

8. ANNUAL FINANCIAL STATEMENTS

The fiscal year of the Institute shall be April 1st to March 31st unless otherwise determined by the Board of Directors. The Board of Directors shall cause the

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SNOLAB Director to have prepared annual financial statements covering the SNOLAB Facilities as soon as reasonably possible but in any event not later than six (6) months after the end of each fiscal year in a format and detail acceptable to the Board of Directors. The financial statements will be received by and reviewed by the Audit and Finance Committee of the Board of Directors. The Board of Directors shall annually appoint a duly qualified firm or firms of chartered accountants or certified general accountants as auditors to examine such financial statements and render a written report thereon.

9. ANNUAL REPORT

Each year, an Annual Report covering the activities of the SNOLAB Facility shall be prepared by the SNOLAB Director for approval of the Board of Directors and delivered to the Vice Principal (Research) of Queen's University for submission to the Senate Advisory Research Committee for review and recommendation to the Senate. The annual report is due on the last working day of the month of February and shall follow the template provided each year by Queen's University for Centres and Institutes. The Annual Report should contemporaneously be submitted to the person nominated from time to time by the other Member Institutions and Vale as soon as reasonably possible, but in any event not later than six (6) months after the end of each fiscal year. The audited financial statements available from the previous fiscal year shall form a part of the Annual Report.

10. COLLABORATING SCIENTISTS

All scientists who are actively involved in research in the underground laboratory will be Collaborating Scientists of the Institute. All Collaborating Scientists must agree to act in accordance with all governing laws and regulations which, without limitation and for the avoidance of doubt, includes all environmental; occupational health and safety regulations and or policies for working in the underground laboratory.

11. FINANCIAL ADMINISTRATION

The Head of Financial Administration at Queen's University shall:

- (a) Verify at reasonable intervals that the accounts, registers and other

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management documents of the Institute are kept according to generally recognized rules of good management, and issue instructions needed for necessary correctives to be made;

- (b) Review and discuss with the SNOLAB Director the preparation of the management reports to be submitted to the Board of Directors for approval, indicating among others the contributions and other revenues received, the expenses and reserves made during the period covered, the contractual obligations of the Institute and the degree of progress of the different research projects and the financial obligations relating thereto.

12. CONTRACTUAL COMMITMENTS AND BORROWING

Pursuant to clause 14:

- (a) SNOLABI shall not enter into any contract involving liability of the trustee, Queen's University, unless:
- (i) an unconditional commitment to fund such contract has first been received by SNOLABI;
 - (ii) such contract is within the ordinary course of activities of SNOLABI; and
 - (iii) such contract is within the scope of the Facility Plan.
- (b) The Board of Directors may authorize borrowing by SNOLABI for its day-to-day expenses up to a maximum of five (5%) percent of the commitments to be funded in the current fiscal year by The Funding Agencies.
- (c) Notwithstanding the foregoing SNOLABI shall not enter into any contract which would adversely affect the charitable status of Queen's University under the Income Tax Act of Canada, without prior approval of The Principal of Queen's University.

13. RECEIPT AND INVESTMENT OF FUNDS

All funds received by SNOLABI shall be deposited to its credit and detailed accounts showing the disbursement of such funds shall be made available to the Board of Directors and to the Members Institutions by written notice to Queen's University, Finance.

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14. EXPENDITURES BY THE SNOLAB DIRECTOR

The SNOLAB Director may approve the expenditure of funds in any one year up to the limit of the budget approved by the Board of Directors for that year, including contingency, while respecting the constraints imposed by the funding agencies. No expenditures beyond the approved budget shall be made without the prior approval of the Board of Directors, save in the case of an emergency to protect lives or property.

15. SNOLABI EMPLOYEES

The Institute shall be the employer for individuals appointed by the SNOLAB Director. The SNOLAB Director may make arrangements with Member Institutions to act as an administrator for these SNOLAB Institute employees, providing salary, benefits and local support functions including employee assistance and the local rights and privileges normally accorded by the Member Institution to its own employees in equivalent grant-funded positions. However, the SNOLAB Institute will retain fundamental control of the SNOLAB Institute employees and will retain responsibility for ensuring that all statutory obligations are met for these employees.

16. COMPENSATION OF EMPLOYEES

The SNOLAB Director shall make arrangements with the Member Institutions for compensation of SNOLABI Employees upon such basis as approved in the annual budget and facility plan by the Board of Directors. The salaries are set in accordance with the annual budget, the approved facility plan, and any collective agreements that have been negotiated.

17. PAYROLL ACCOUNTS

The SNOLAB Director shall make arrangements that each SNOLABI Employee shall be on the payroll of a Member Institution and paid by such Member Institution by Member Institution cheques drawn on its payroll account in accordance with the payroll data provided by the SNOLAB Director. All direct costs of such Member Institution with respect thereto will be charged to and reimbursed by SNOLABI, including salaries and benefits, termination costs and

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legal fees, if any.

18. INSURANCE

The SNOLAB Director shall arrange for adequate property and liability insurance. The coverage shall be at a level that, in the opinion of its Board of Directors, SNOLABI may be reasonably able to insure. The SNOLAB Director shall present to the Board of Directors at least annually the insurance program of SNOLABI and recommendations, if any, for changes to that program. The SNOLAB Director shall maintain a list of all Collaborating Scientists and SNOLABI employees in order to identify all users for liability purposes.

19. INDEMNIFICATION OF BOARD OF DIRECTORS MEMBERS

Queen's University shall indemnify the members of the Institute Council and the Board of Directors from and against all claims that may be made against them or any of them arising out of their duties as such Board of Directors members, except in those areas in which Queen's University is not able to obtain insurance, informing the Institute Council and Board of Directors of same.

20. WINDING-UP OF THE INSTITUTE

(Winding Up by Board of Directors) In the event of a decision of the Board of Directors to terminate SNOLABI, no further business shall be transacted except such as shall be necessary for the winding-up of its affairs and the distribution of the assets. Such a decision will require a two-thirds majority vote of the Board of Directors. Maintenance of offices to effectuate or facilitate the winding-up of SNOLABI shall not be construed to involve a continuation thereof.

After discussion with Collaborating Scientists at the Member Institutions, the SNOLAB Director shall propose to the Board of Directors for approval a plan for Decommissioning of the Facility and the winding-up of the Institute. The members of the Board of Directors on the effective date of the termination of SNOLABI, shall be the agents of Queen's University for the purpose of winding-up of all of the affairs and business transactions of SNOLABI. The members of the Board of Directors shall continue to serve until the completion of the winding-up of SNOLABI and the said Board of Directors shall act by majority vote or votes. In the event of any temporary or permanent vacancy in the Board of

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Directors the vacancy shall be filled in accordance with the Terms of Reference for the Board of Directors.

Upon termination of SNOLABI, the affairs of SNOLABI shall be wound-up and liquidated as soon as practicable and as orderly business practices permit.

International participants will be offered the opportunity to remove their assets provided that such participants agree to pay all associated removal costs.

The costs of decommissioning the SNOLAB Facility in the Creighton mine and the Operations Control building on the surface at Creighton shall be included in the Facility Plan for the final year of operation, to be presented by the SNOLAB Director to the government agencies for funding. These costs are currently considered to be part of the total project costs to be borne by the funding agencies. The proceeds of the sale of assets obtained with funds provided for the construction of the facility or for its operation will be used to defray the costs of decommissioning, upon approval by the relevant funding agencies. In the event that the costs of winding up including decommissioning are greater than the funds available, including proceeds of any sale or sales of assets, such costs shall be paid by the Member Institutions according to their percentage interests as specified in the SNOLABI Trust Agreement.

(Winding Up by Queen's) As a Senate approved Institute at Queen's University, Queen's reserves the right to wind up the Institute for financial exigency or other reasons. In the event that Queen's takes steps to wind up the Institute then the Vice Principal (Research) shall appoint an independent third party to review the assets, liabilities and obligations of the Institute, and to make recommendations on the disposition of assets and liabilities. Such a review may consider the guiding principles for the winding up set out in this Constitution; applicable laws, regulations and policies (including those of Queen's University and any granting agency) and relevant provisions of the SNOLABI Trust Agreement (if any).

21. ACCESS TO PREMISES AND RECORDS

The Principal or Executive Head of any Member Institute, or his or her designate shall at all times, upon reasonable notice having been given to SNOLABI, and agreement having been obtained from Vale for its premises, have full and free access to inspect each of the premises or projects being carried on by SNOLABI.

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The Principal or Executive Head of any Member Institute may on reasonable notice inspect the financial books and records of SNOLABI.

22. NON-SNOLAB INTELLECTUAL PROPERTY

Intellectual Property Rights for Collaborating Scientists in collaborations which do not have any SNOLAB employees contributing to the Intellectual Property will be held in accordance with the relevant policies of the collaboration, their Member Institutes; granting agencies; places of employment, or as otherwise mutually agreed if none of the foregoing apply.

23. SNOLAB INTELLECTUAL PROPERTY

Intellectual Property Rights for SNOLAB Employees who are contributing to the intellectual property of a collaboration or project will be held in accordance with intellectual property agreements between SNOLAB and the collaboration or project, and the policies of the relevant institutions and granting agencies. For SNOLAB Employees, the relevant institutions are the SNOLAB Member Institutions.

The parties to any given project conducted at or in association with the Facility shall negotiate in good faith and enter into an intellectual property agreement on terms no less stringent than those set out below:

- (a) The parties agree that no party shall acquire any title or intellectual property rights, including copyright, to pre-existing intellectual property used in the performance of the project ("Background IP") by another party; or to new intellectual property solely developed by one party in the performance of a project ("Project IP").
- (b) Ownership of Project IP developed jointly by multiple parties shall be governed by the applicable policies of those parties and will be subject to the negotiation of an appropriate joint ownership agreement, to be negotiated in good faith by those parties and/or their assignees.
- (c) Contributions considered in determining proportionate ownership of Project IP shall include the intellectual contributions of each of the SNOLAB Employees and Collaborating Scientists, the Background IP they

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or their Employer or Institutions have contributed, and the non-SNOLAB related material and financial contributions of the Institutions, in that order. Respective Contributions will be determined by negotiation in good faith amongst the SNOLAB Member Institutions, the Collaborating Scientists; their employer or Institution and in accordance with the relevant policies of those parties. If a negotiated agreement cannot be reached, the dispute resolution mechanism herein shall be used.

- (d) Contributors to Project IP shall have a royalty-free, perpetual, non-exclusive license to use Project IP including any Background IP incorporated into the Project IP for non-commercial research and educational purposes.
- (e) Each party shall promptly notify the SNOLAB Member Institutions, and the other Institutions in the collaboration, in writing of any Project IP that has been developed. The Parties shall work together in good faith and take measures to protect the Project IP, as well as acting to satisfy the terms and conditions of relevant agreements with funding agencies. The Parties acknowledge that part of the process may be the disclosure of Project IP to an Institution's technology transfer office for assessment of such Project IP.
- (f) The owners of Project IP shall have the right to commercialize the Project IP in accordance with their relevant policies and any intellectual property agreement and taking into account any constraint on commercialization by agreements with funding agencies. The Parties agree that every attempt shall be made to commercialize Project IP in Canada for the benefit of Canada.
- (g) Royalties accruing from the commercialization of Project IP shall be distributed among the relevant SNOLAB employees, the Collaborating Scientists, their employers and or Institutions, in accordance with their proportionate ownership. Institution policies shall govern revenue sharing between a contributor to Project IP and their Institution.
- (g) If the project involves a party other than a Member Institution; Collaborating Scientist and or granting agency (an "Industry Partner") and provided that Industry Partner is not in breach of its obligations under the

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relevant intellectual property agreement then:

- i. the Industry Partner may be granted a royalty free, worldwide, non-exclusive licence, without the right to sub-liscence or assign, to use Project IP for non-commercial internal research and development purposes;
- ii. nothing in the relevant intellectual property agreement shall be construed as a license to use Project IP for any commercial purpose, including without limitation use in any process or commercial sale of products or services;
- iii. no licence is implied or given with respect to Background IP of any party;
- iv. in the event an Industry Partner wishes to acquire any additional rights in either Background IP or Project IP, such rights will be negotiated in good faith on a case by case basis with the appropriate party or parties. However, nothing in this agreement shall oblige any party to grant such rights to an Industry Partner.

24. DISPUTE RESOLUTION

In the event that there is any question or dispute on the part of the Board of Directors or any of the Member Institutions as to the interpretation or application, or both the interpretation and application, of any provision of this Constitution, then in each such event, the question, dispute or matter shall be submitted for determination to the Presidents or Principals of the Member Institutions, or their single respective designees. If the question, dispute or matter is not resolved by the unanimous approval of the Presidents or Principals of the Member Institutions or their respective designees within 60 days following the submission of the matter to them by the Board of Directors or any of the Member Institutions, then the question, dispute or matter shall be determined by a single arbitrator, in accordance with the provisions of the Arbitration Act of Ontario. The arbitrator shall be the person chosen unanimously by the Presidents or Principals of the Member Institutions or their respective designees, or failing such notice, shall be the person chosen in accordance with the said Arbitration Act. The decision of the arbitrator shall be binding on the Universities and the costs of the arbitration

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shall be in the discretion of the arbitrator.

25. PUBLICATION POLICY

A Publication Policy shall be required by the SNOLAB Director of each collaboration conducting experiments or undertaking projects at the Facility. The Publication Policy must accord with the requirements of any relevant granting agency.

The Publication Policy must be established prior to the commencement of any project or experiment and will be included in the Memorandum of Understanding between the collaboration, and or their Member Institution, and SNOLABI.

26. RELATIONSHIP TO QUEEN'S UNIVERSITY

The Institute will be governed by the relevant regulations and policies of the Senate of Queen's University. In the event of a conflict between this Constitution and the relevant regulations and policies of the Senate of Queen's University, the regulations and policies of Queen's University shall prevail to the extent necessary to resolve the conflict.

27. AMENDMENTS TO THIS CONSTITUTION

Board of Directors to the Vice Principal (Research) for submission to the Senate of Queen's University for acceptance. Such amendments must have been passed by a 2/3 majority of the Board of Directors Members prior to submission to the Senate of Queen's University. The Board of Directors shall keep the Vice Principal (Research) apprised of any proposed amendments and the rationale for the same.

28. REVIEW OF THE INSTITUTE

The Institute shall be reviewed at least every five (5) years by a review committee appointed by the Vice Principal (Research).

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29. CONSTITUTION REVISION HISTORY

ORIGINATING DATE: 2004			
REV NO.	EFFECTIVE DATE	AUTHOR	SUMMARY OF CHANGE
00	2004		Original release of version for SNOLAB
01	2010-01-01	T. Noble	<p>Substantial rewriting as a consequence of the CFI Governance review, the restructuring of the Board of Directors, and the development of the Terms of Reference of the Board of Directors. Main changes are:</p> <ul style="list-style-type: none"> • Introduction of SNOLAB Director • Introduction of Terms of Reference for the Board of Directors as a separate entity • Name change from SNOI to SNOLAB • Changes to reflect new Governance. • Description of procedure to have new members join the trust, without necessitating a rewrite of the trust agreement or the constitution • Added section on IP rights of SNOLAB employees. • Renamed “Member Scientists” to “Collaborating Scientists” as in SNOLAB we have scientists working on a variety of different experiments, as well as SNOLAB research scientists. • Added requirement for publication policy by all collaborations.
02	2012-11-15	T. Noble	<p>October 2012: SNOLAB Constitution Rev 6. Substantial rewriting as a consequence of further governance changes required by CFI for continued funding through the Major Science Initiatives program, and upon completion of the SNO experiment and the Construction phase of SNOLAB. The main changes are:</p> <ul style="list-style-type: none"> • Remove content only relevant to the former SNO experiment which is now complete. • Remove content only relevant to the construction phase of SNOLAB which is now complete. • Add concept of Institute Council, made up of representatives from the member institutes and whose role is to appoint members to the Board of Directors, the majority of whom shall be independent. • Change name from SNOLAB Board of Directors of Management to SNOLAB Board of Directors of Directors, consistent with request by CFI. • Revise document to be consistent with current Queen's senate policy in terms of reporting, appointments and reviews. Also modernize sections on intellectual property rights. • Remove the position of SNOLAB Institute Director. • Formatted for Docushare posting.
03	2012-11-15	T. Noble	updated discussion on insurance, decommissioning, quorum, indemnification & minor edits for clarity following Board Retreat