

Principles for management of intellectual property

To help give effect to the Policy Drivers, Pork CRC has adopted the following principles of Intellectual Property Management to be acknowledged by all project parties and research team members as part of each Project Agreement.

The Adoption/Commercialisation Strategy for each project will identify the potential project outputs and embodied intellectual property. The principles below provide guidance on Pork CRC's approach to identification and management of this intellectual property to achieve the industry outcome identified in the Adoption/Commercialisation Strategy.

1. Freedom to Operate

Freedom to Operate means having all the necessary licences and other approvals required for CRC activities and industry use/adoption of outputs. This includes licences to use IP owned by others and legal approvals required by regulatory authorities.

Pork CRC requires applicants and project parties to take all reasonable steps to ensure they have Freedom to Operate in all activities prior to signing the Project Agreement.

2. Identification of IP and/or Commercialisation potential

- 2.1. The project application will require the applicant to identify any potential IP and to include an Adoption/Commercialisation strategy that will identify the most appropriate path to maximise industry benefit
- 2.2. The Commercialisation and Adoption Committee will review new project applications with a view to assessing whether there is protectable IP and/or Commercial potential
- 2.3. If there is commercial potential a more detailed Commercialisation Strategy may be required and commercial partner(s) identified prior to project approval
- 2.4. After signing a Confidentiality Agreement commercial partner(s) will have input to the final project design to test for commercial usability of the project outputs
- 2.5. It is the responsibility of the Program Leader, in consultation with the Business Manager, to ensure that the Project Leader and team members identify the potential and actual IP throughout the duration of the project and in particular:
 - 2.5.1. at project design stage.
 - 2.5.2. in the project application.
 - 2.5.3. in the annual report.
 - 2.5.4. in each quarterly report.
 - 2.5.5. as soon as IP is identified by the project team, the project leader will inform the Program Leader who will inform the CEO and Business Manager.

3. Ownership of Intellectual Property

- 3.1. **Background IP:** the existing owner of Background IP retains ownership, but licences Pork CRC Participants to use the Background IP for project(s), in accordance with the Project Agreement.
- 3.2. **Project IP** is legally owned by Pork CRC. The Project Participants and Pork CRC are the beneficial owners, equity being determined by their budgeted contribution to the project (unless varied in accordance with the Research Deed)
 - 3.2.1. **Improvements** are considered to be Project IP
- 3.3. **Non Project IP** is legally and beneficially owned by Pork CRC
- 3.4. **Student IP** (Scholarship projects) Students (or their tertiary institution where applicable) will be required to assign their IP (other than copyright in the thesis) to Pork CRC, unless otherwise agreed in writing by Pork CRC. The conditions of confidentiality apply for a period of up to 18 months to the publishing or examination of the student's thesis.

4. Decision on protection of IP

- 4.1. No application to protect IP can be made without the written agreement of the CEO of Pork CRC, who will only do so after approval from the Pork CRC Board and in accordance with an approved Commercialisation Plan
- 4.2. With the agreement of the Chair of the Commercialisation and Adoption Committee, the CEO may approve an application for a trade mark or provisional patent, (this does not include a full patent, an Innovation patent, a Design or a PBR application), prior to a Commercialisation Plan being approved, provided there are sound commercial reasons to do so.

5. Decision to Commercialise

- 5.1. The Pork CRC Board makes the decision whether or not to commercialise.
- 5.2. No Commercialisation negotiations with any party can be entered into without the written agreement of the Pork CRC Board and in accordance with an agreed Commercialisation Plan
- 5.3. No agreement with a third party can be made without the written authority of the Pork CRC Board.

6. Licenses to Project Parties

- 6.1. Project parties grant a license to the Company on reasonable commercial terms to use Background IP if needed to commercialise Project IP
- 6.2. Each party grants a license to use a Project Party's Background IP to undertake the project and meet conditions of core agreements listed in governing documents, undertake non-commercial use such as research and teaching, and for emergency use as long as it does not breach confidentiality or prejudice the company's ability to protect IP and commercialise it.

7. Confidentiality and non-disclosure

- 7.1. Pork CRC's CEO must give written approval before any project information can be disclosed by way of publications, abstracts, manuscripts, articles, posters, presentations, reports, theses, information sheets, media releases or in any other form. The Pork CRC CEO is to ensure that before any material is published or disclosed the potential effects on commercialisation of any IP in the material are considered, including the possibility that disclosure might preclude grant of a patent.
- 7.2. Pork CRC may give written approval for disclosure of Confidential Information if the recipients' of the information sign a **Confidentiality Agreement** prior to receiving the information.

8. Laboratory Notebooks

Pork CRC requires all researchers to maintain accurate and up to date laboratory notebooks that are sufficient to ensure that any new IP is properly documented and can be properly protected if that is the agreed commercialisation pathway

9. IP Register

- 9.1. Pork CRC will maintain an IP Register. It will be updated by the Business Manager as Project Leaders report new IP as part of the quarterly IP reporting requirements, or more frequently if necessary.
- 9.2. The Register will also provide a record and details of:
 - 9.2.1. all Background IP which has been identified in a Project Agreement
 - 9.2.2. any Project IP which is the subject of a Commercialisation Plan
 - 9.2.3. any non-project IP owned or licensed by or to Pork CRC
 - 9.2.4. any license agreement entered into by Pork CRC

10. Cost of IP Management

In general Pork CRC will be responsible for the cost of managing the IP unless otherwise agreed with third parties. Pork CRC is permitted to recoup the cost of IP Management from any income received (such as royalties) for the use of the IP, prior to any distributions of net income to Project Parties.

11. Training

Pork CRC will ensure that its staff has access to adequate training on IP identification and management

12. Acknowledgement of IP Principles

The Project Leader will sign an acknowledgement of the Principles of IP Management attached to the Project Agreement to ensure that they are aware of the CRC's approach to IP management

13. Company Decision

For projects conducted under the Pork CRC research deed, protection and Commercialisation of IP is at Pork CRC's discretion and no other party has a right of veto.