

**SCHEDULE 4
INTELLECTUAL PROPERTY MANAGEMENT PLAN**

Intellectual Property Management Plan

IP Management Plan for the High-Value Nutrition National Science Challenge

- 1.1 This plan is subject to any relevant provisions of the Contract, must be read in accordance with the provisions of it, and may not be inconsistent with it.
- 1.2 Project IP will be owned by the Party or Parties that creates it (and according to any internal policies for its assignment), who will be responsible for decisions concerning protection, management and commercialisation of the Intellectual Property that arises.
- 1.3 Where Project IP is created by more than one of the Parties, the Parties who created it shall agree which of them shall be the Managing Party. The Managing Party will be responsible for decisions concerning protection, management and commercialisation of the Project IP. Generally, for the purposes of guidance, the Managing Party will be the Party which is best placed to create value from the Project IP and/or with any other parties involved in the project consistent with the mission and objectives. Benefits will be shared between the creating Parties in shares reflecting the relative input to the Project IP, including Background IP and know how provided, inventorship and costs of commercialisation and after recognising the relative risks of the different Parties (this may include the additional financial risks of the Managing Party). In practice the parties are encouraged to form a joint management committee of all parties involved in any commercial project involving Project IP to facilitate the making of timely decisions during its protection and commercialisation.
- 1.4 Parties will report all Project IP to the HVN Director or designated HVN role, who will keep a register of reported IP to support reporting to the Ministry.
- 1.5 It is acknowledged that where Project IP is developed in collaboration with co-funders / industry partners / businesses the regime set out in clauses 1.2 and 1.3 may not apply and it is expected that the Parties involved will enter into appropriate agreements with the co-funders / industry partners / businesses to:
 - (a) ensure Project IP is developed in a manner that will advance the purposes of the Challenge. This may involve limiting a third party or businesses license to use Project IP to a particular market segment(s), on an exclusive or non-exclusive basis ; and
 - (b) agree commercialisation and revenue sharing arrangements.
- 1.6 Subject to confidentiality provisions defined in clause 23 of the Collaboration Agreement, Project IP will be licensed non-exclusively and royalty free to all Parties for the purposes of research as well as educational activities.
- 1.7 The underlying purpose of the Challenge is to create Benefit for New Zealand. Each Party will observe the IP Policies and Principles set out in Appendix 4 to the Collaboration Agreement when making decisions about the management of any Project IP.
- 1.8 Before Project IP (including any created jointly with third parties unless otherwise agreed) is commercialised the owning/managing party or parties must present a commercialisation plan to HVN for review. HVN Management shall review any such plans for alignment with the vision/mission and contract objectives of HVN. If there are any concerns that the plan is not consistent with the contract including this IP Management Plan and the IP principles below then They may seek changes to the plan. If the revised plan is not satisfactory the matter will be escalated to the Director and Chair of the HVN Board who will liaise with the parties to resolve any issues or concerns and ensure the use of IP is consistent with this plan and the IP principles.

- 1.9 Progress on commercialisation or translation or implementation plans shall be reported annually to HVN, who will further report to the Director, SLT and the HVN Board, for the purposes of reporting outcomes to the Ministry. Such reporting shall be subject to ensuring protection of commercially sensitive or confidential information.
- 1.10 Post contract reporting to the Ministry by the Challenge Contractor may be required to allow the Ministry to review or evaluate the delivery of the outcomes of the Challenge. The Parties shall maintain, and provide to the Challenge Contractor on reasonable notice, sufficient information and reports to allow the Ministry to review the delivery of outcomes by the Challenge for a period of at least 7 years after the end of the Challenge, or such other period specified in any Subcontracts or the Contract.
- 1.11 Nothing in this plan shall change the ownership of any Background IP. Parties will grant a non-exclusive, royalty-free, non-transferable licence of relevant Background IP to each other, to the extent that they are able, unless there are reasonable grounds not to grant such a licence. Such licence shall be solely for the purposes of the Research and/or Related Activities. Any commercial use of Background IP shall require the grant of a separate licence which shall be negotiated between the interested Parties.
- 1.12 Background IP made available by third parties including privately owned businesses, including enhancements to it made during the programme, will be owned by the third party or business that provides it. The owner of any Background IP can continue to use that IP for any purpose. Any such third parties will be asked to grant a license of relevant Background IP to relevant Parties to the extent that they are able and that access to the Background IP is needed to carry out their project.
- 1.13 In some cases, the best value to New Zealand may be through the dissemination of research results to participating stakeholders (e.g. the HVN Food and Beverage Exporters Network or FBEN). In this case the Project IP may be (by mutual agreement with the Director):
- Made available to participating stakeholders in FBEN on a first look basis and be available for license on normal commercial terms, or
 - Made available to selected co-investing third parties on a first right of use within a defined parameters basis, or
 - Publically disseminated.
- 1.14 References in this plan to the Collaboration Agreement are to the binding Collaboration Agreement between the HVN Challenge Members dated on or about the same date as the National Science Investment Contract for HVN or as subsequently varied between the parties. Capitalised terms used in this plan have the same meaning as in the Collaboration Agreement.