

AGEING WELL NATIONAL SCIENCE CHALLENGE INTELLECTUAL PROPERTY MANAGEMENT PLAN

Intellectual Property Management Plan

- 1.1 This plan is subject to any relevant provisions of the NSC Investment Contract
- 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 (after costs of commercialisation have been deducted) 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).
- 1.4 Parties will report all Project IP to the Director, who will keep a register of reported Intellectual Property to support reporting to the Ministry.
- 1.5 It is acknowledged that where Project IP is developed in collaboration with co-funders / industry partners the regime set out in clauses 1.1 and 1.2 may not apply and it is expected that the Parties involved will enter into appropriate agreements with the co-funders / industry partners to:
 - (a) ensure Project IP is developed in a manner that will advance the purposes of the Challenge; and
 - (b) agree commercialisation and revenue sharing arrangements.
- 1.6 Subject to confidentiality provisions defined in the Collaboration Agreement, Project IP will be licensed non-exclusively and royalty free to all Parties for the purposes of Research and/or Related Activities as well as educational activities.
- 1.7 The underlying purpose of the Challenge is to create benefit for New Zealand. Each Party will give consideration to the Intellectual Property Policies and Principles set out in the Collaboration Agreement when making decisions about the management of any Project IP.
- 1.8 Progress on commercialisation or translation or implementation plans shall be reported annually to the Director, Management Group, and the Governance Group for the purposes of reporting outcomes to the Ministry. Such reporting shall be subject to ensuring protection of commercially sensitive or confidential information.
- 1.9 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 NSC Investment Contract.
- 1.10 Unless agreed otherwise, for the avoidance of doubt, each Party retains ownership of its Background IP. Parties will grant a non-exclusive, royalty-free, non-transferable license 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.

- 1.11 References in this plan to the Collaboration Agreement are to the Collaboration Agreement to be entered into between the Ageing Well Challenge members. Definitions used in this plan will have the same meaning as in the Collaboration Agreement.