

# Defence Innovation Partnership (DIP) Intellectual Property Policy

## Definitions

1. **Intellectual Property** (IP) means copyright and all other rights in relation to inventions (including patents), plant varieties, trade marks (including service marks), designs, circuit layouts resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have confidential information kept confidential, but does not include moral rights or rights of performers.
2. **Background IP** means existing IP, or IP created independently from DIP Collaborative Research Fund (CRF) or other DIP sponsored activities. It includes IP owned by a CRF Lead Participant.
3. **Third party IP** means any IP in respect of the technology, policy or procedures delivered under a DIP Funding Agreement that is owned by anyone other than a Lead Participant or participant to a CRF activity.
4. **Originator** means the creator or creators of an item of intellectual property.
5. **Confidential** information means information, including personal information, disclosed by or on behalf of a Party or relating to the activities or affairs of the DIP that is:
  - a. by its nature confidential or by the circumstances in which it is disclosed is confidential; or
  - b. designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include
  - c. information which is or becomes public knowledge other than by a breach of this Policy; or
  - d. information which is known to the receiving Party before its receipt from the disclosing Party and not already subject to any obligation of confidentiality to the disclosing Party; or
  - e. information which is independently developed by the receiving Party without having accessed the Confidential Information of the disclosing Party.
6. **Commonwealth purposes** means purposes within the power of the Commonwealth with respect to the defence of the Commonwealth and includes activities for the purposes of peacekeeping and emergency aid to the civil community.
7. **Lead Participant** means the recipient of DIP Collaborative Research Fund (CRF) funding through the execution of a DIP Funding Agreement.
8. **Participant** means a participant to a CRF activity in collaboration or partnership with a CRF Lead Participant.
9. **Parties** means all of the parties to the DIP Collaboration Agreement.

## Introduction

10. The DIP supports the generation of IP through DIP CRF and other sponsored activities and in particular, the realisation or translation of that IP into technology, policy or processes that are of value to Defence or national security.
11. To enable that realisation or translation pathway the DIP promotes an approach to IP, and the sharing of confidential information, that supports collaboration and partnerships across Defence, Universities and Industry.

12. Parties, Lead Participants and participants are encouraged to be pragmatic and responsive to ensure those partnerships respect the unique requirements of each stakeholder and their respective role in supporting the realisation or translation of research and development into a marketable commodity.

### IP principles

13. The DIP IP policy is based on the following five principles:
  - a. The DIP will not manage IP unless there is a compelling reason to do so;
  - b. Lead Participants are expected to appropriately manage any background or third party IP and confidential information that contributes to DIP CRF or other DIP sponsored activities, and specifically IP that is owned by participants, in accordance with their own policy and procedures;
  - c. Participants are expected to fund a Background IP licence to other participants to the extent necessary to enable them to perform their expected roles, or contribute as expected to a DIP CRF activity;
  - d. The DIP actively encourages its member Parties and Lead Participants to own and take the lead in the translation and/or commercialisation of IP generated from DIP CRF or other DIP sponsored activities when they are best placed to do so;
  - e. If information about the IP generated from DIP CRF or other sponsored activity needs to be confidential to preserve its value the Director DIP will consult the originator to determine a time when any publication that discloses the IP can take place.

### IP for Commonwealth purposes

14. Defence Science and Technology provide an annual contribution to DIP CRF funding which is applied to successful CRF application(s) where the scope of the activity aligns with one of the 10 Next Generation Technology Fund priorities.
15. For these DIP CRF activities the successful Lead Participant must execute a Deed accepting IP clauses for Commonwealth purposes in addition to the DIP Funding Agreement. The IP clauses are the same clauses included in the DST Defence Science Partnerships Agreement.

### Disputes

16. Should a dispute arise as to the application of this policy, or to any matter on which the operation of this policy depends, the Director DIP may appoint a mediator who can assist the participants to resolve their dispute.
17. If a dispute cannot be resolved through the assistance of a mediator, the Director DIP may appoint an arbitrator to investigate and decide the matter(s) in dispute.
18. The arbitrator may adopt whatever procedure they see fit, provided each participant is given a fair hearing.
19. In selecting a mediator or arbitrator, the Director DIP must, as far as is reasonably practicable, choose a person who is acceptable to all participants.