

Eidos Network Rules

INTELLECTUAL PROPERTY AND OUTCOMES

16 Background Intellectual Property

- 16.1 A Party may, either pursuant to a Project Schedule or by notice in writing to the CEO, make its Background Intellectual Property available for the Network Activities on such terms and conditions as it thinks fit, including any restrictions on the use of that Background Intellectual Property. The Company will determine whether the terms and conditions are acceptable.
- 16.2 Each of the Parties represents and warrants to each other that, as at that time of making its Background Intellectual Property available in accordance with clause 16.1:
- (a) to the best of its knowledge and belief it is entitled to make its Background Intellectual Property available on the terms and for the purposes the same is offered;
 - (b) except to the extent disclosed to the other Parties at the time of making available such Background Intellectual Property, such Background Intellectual Property is not encumbered in a way which prevents the same being used on the terms it has been made available; and
 - (c) it will not assign, encumber or otherwise deal with, dispose of or use that Background Intellectual Property in any way inconsistent with the terms on which it has made the same available.
- 16.3 The Parties acknowledge and agree that the Background Intellectual Property will remain the property of the Party that made the Background Intellectual Property available for the Network Activities unless otherwise agreed with that Party.
- 16.4 Subject to strict compliance with these Network Rules and Parties not prejudicing the ability of the owner of Background Intellectual Property to seek appropriate protection for Background Intellectual Property, each Party will have a non-exclusive royalty free licence to use any other Party's Background Intellectual Property for the purposes of the Network Activities other than Commercialisation. Subject to any restrictions notified under clause 17.1, where it is necessary for the conduct of the Network Activities the Company may grant to a third party a non-exclusive royalty free licence to use a Network Member's Background Intellectual Property for the purposes of the Network Activities other than Commercialisation.
- 16.5 The Parties agree that they will take all necessary steps to protect Background Intellectual Property and to give each other prompt notice of any infringement of Background Intellectual Property which comes to their attention. Each Party agrees to give all Parties who own such Background Intellectual Property all assistance which they may reasonably require in order to protect that Party's Background Intellectual Property
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provided that the Party requiring such assistance indemnifies the Party providing the assistance for all reasonable costs and expenses of doing so.

17 Eidos IP

- 17.1 Subject to any variations set out in a Project Schedule, the outcomes of the Network Activities will be owned as follows:
- (a) the Reports and the copyright in those Reports will be owned by the Company;
 - (b) the Deliverables will be owned by the Company;
 - (c) any Eidos IP created by the Company will be owned by the Company;
 - (d) subject to paragraphs 17.1(a) and (f), any Eidos IP created by a Network Member will be owned by that Network Member;
 - (e) Commissioned Project IP will be owned in accordance with the Commissioned Project Agreement and the relevant Project Schedule; and
 - (f) Eidos IP produced by students will be owned in accordance with the arrangements put in place under clause 20,
- provided that where more than one of the Parties creates the Eidos IP and are entitled to ownership of it under this clause 18.1, they will own that Eidos IP jointly as tenants-in-common in equal shares unless otherwise specified in the Project Schedule.
- 17.2 Subject to clauses 17.3, 18 and 19, any relevant Project Schedule and to a Party not prejudicing the ability of the Company or another Network Member to seek appropriate protection for Intellectual Property rights in the Eidos IP:
- (a) each Network Member will have a non-exclusive, perpetual, free right (including the right to grant sub-licences) to use, reproduce and adapt Eidos IP owned by another Party (either solely or jointly with other Parties) for the purposes of the Network Activities and in the ordinary business operations of the Network Member, other than Commercialisation; and
 - (b) the Company will have a non-exclusive, perpetual, free right (including the right to grant sub-licences) to use, reproduce and adapt Eidos IP owned wholly or partly by another Party for the purposes of the Network Activities and in the ordinary business operations of the Company and for Commercialisation.
- 17.3 Where specified in the relevant Project Schedule, the Network Members will have a non-exclusive, perpetual, royalty-free right (including the right to grant sub-licences) to use, reproduce and adapt Commissioned Project IP for the purposes of the Network Activities and in the ordinary business operations of the Network Member, other than Commercialisation.
- 17.4 If a Network Member withdraws or is expelled from the Eidos Network, the right to use the Eidos IP and Commissioned Project IP specified in clauses 17.2 and 17.3 is a right to use the Eidos IP and Commissioned Project IP as available at the date the Network Member withdraws or is expelled from the Eidos Network.
- 17.5 Each Party will cooperate with each other Party and promptly do all acts and execute all documents that may be necessary or desirable for the purpose of vesting ownership of Reports, the Deliverables, the Commissioned Project IP and the Eidos IP in accordance with this clause 17.
- 17.6 Each Party will on request from another Party provide to such Party information regarding the Eidos IP and Commissioned Project IP and will give to the Party access to all records and information in its possession in relation to the Eidos IP and Commissioned Project IP.
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- 17.7 Each Party must use its reasonable efforts to ensure that its employees, agents and sub-contractors participating in the Network Activities identify Eidos IP and Commissioned Project IP generated or developed by such person and shall:
- (a) properly communicate details of it to the CEO;
 - (b) promptly do all acts and things and execute all documents necessary or required for vesting ownership of Eidos IP and Commissioned Project IP in accordance with this clause; and
 - (c) maintain the confidentiality in and do nothing to prejudice the interests of the Company or the other Network Members in Eidos IP or any interests of a third party in Commissioned Project IP.
- 17.8 Net returns arising from the Commercialisation of the Eidos IP and, subject to the Commissioned Project Agreement, Commissioned Project IP by the Company will be retained by the Company to be utilised for the Network Activities.
- 17.9 The Company will maintain a register of Eidos IP and Commissioned Project IP.

18 Confidentiality

- 18.1 Subject to clause 18.4, each Party agrees that it will keep confidential and not disclose to any person, other than the Company or another Network Member, Confidential Information of another Party disclosed to it or which becomes known to it as a result of the Network Activities.
- 18.2 The onus of showing that information is not Confidential Information will rest upon the receiving Party.
- 18.3 Each Party will:
- (a) use reasonable efforts to ensure that it and its respective employees, agents, consultants, advisers or contractors who participate in the Network Activities or acquire access to Confidential Information, will comply with the obligations of confidentiality and use as though parties to these Network Rules; and
 - (b) use reasonable efforts to minimise the risks of disclosure of Confidential Information by any of the abovementioned employees, consultants, agents, advisers or contractors who cease to be employed or contracted by the Party and to ensure that they will continue to be bound by such obligations of confidentiality.
- 18.4 Each Party may:
- (a) use Confidential Information of another Party only for the purposes of the Network Activities;
 - (b) disclose Confidential Information to its:
 - (i) employees, agents, consultants, contractors and students;
 - (ii) directors and officers; and
 - (iii) legal, financial or other professional advisers
 who have a need to know for the purposes of the Network Activities (and only to the extent that each has a need to know), provided the disclosure is made subject to an obligation of confidentiality on the same terms as this clause 18;
 - (c) use and disclose Confidential Information where authorised under a Project Schedule;
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- (d) disclose Confidential Information to the extent required by law, subject to giving prior notification to the Party whose Confidential Information is required to be disclosed.

18.5 The obligations of confidentiality imposed on a Party will survive termination of the Eidos Network or a Network Member's expulsion or withdrawal from the Eidos Network until such time as the Confidential Information ceases to be Confidential Information.

19 Publications and public announcements

19.1 Subject to clauses 18, 20.2, 20.3 and 20.4, and to any restrictions set out in a Commissioned Project Agreement or relevant Project Schedule, a Network Member has the right to publish the results of its own work arising from the Network Activities. Publications will include institutional affiliations of authors as well as an acknowledgement that the work was carried out under the auspices of "Eidos".

19.2 The Board may put in place guidelines for the making of publications, public disclosures or public announcements relating to the Network Activities which guidelines will recognise the desire of Network Members to publicise their participation in the Eidos Network in the course of their business activities and the obligations of confidentiality in clause 18. The Network Members will comply with any guidelines set down by the Board. The Network Members acknowledge and agree that the prime responsibility for public announcements in relation to the Network Activities will lie with the Company.

19.3 A Network Member will not make any publication, public disclosure or public announcement on behalf of the Company or in relation to these Network Rules or the Network Activities outside of the guidelines established by the Board without first obtaining the approval of the CEO.

20 Students

20.1 The Parties acknowledge that any enrolled student of a university who may take part in the Network Activities is bound by the statutes, regulations, rules or procedures of the relevant university as the case may be in relation to the submission and presentation of theses and other material for examination in the course for which such student is enrolled and such statutes, regulations, rules and procedures will at all times prevail over the terms and conditions of these Network Rules.

20.2 It is further acknowledged by the Parties that nothing in these Network Rules will affect the operation of the *Copyright Act 1968* (Cth) in relation to copyright in any student's thesis provided that the relevant university must procure a licence for each of the Parties in respect of such copyright to make such use of the thesis as is necessary or convenient in the carrying out of the Network Activities and the use, dissemination and Commercialisation of Eidos IP.

20.3 The Company may require as a condition of a student's involvement in the Network Activities that the student enter into a written agreement with the enrolling university Network Member that sets out the terms of the student's involvement. The terms of such an agreement must be consistent with the terms of these Network Rules and with the enrolling university's rules and policies.

20.4 Any agreement entered into with students relating to the Network Activities will be consistent with the following principles:

- (a) copyright in a student's thesis will belong to the student;
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