

FONDAZIONE CARIPLO'S POLICY ON INTELLECTUAL PROPERTY RIGHTS

1. "Innovation" means any research result stemming from a project funded by the Foundation that is capable of being used in some kind of industry as a new solution to technical/practical problems and whose innovative content is not obvious to someone with knowledge and experience in the field where the project is conducted.
2. if the grantee makes an innovation, the grantee shall:
 - a) grant the Foundation joint rights in the innovation; said joint rights shall not entail any property rights but only the right to have any innovation patent registered to both the Foundation and the grantee as well as the additional prerogatives set out below;
 - b) promptly inform the Foundation of the content of the innovation and of its industrial development potential;
 - c) submit a confidential report to the Foundation about possible forms of exclusive rights protection (by patent, registration or secret) including the grantee's favored option and the reasons for making that choice. The Foundation has the right to submit its remarks on the report within 30 days of receipt thereof. If the Foundation does not submit its remarks within said term, the grantee shall have the right to proceed to carry out the actions set out in the report.
3. If the grantee indicates it does not intend to proceed to any forms of patenting and/or registration for any reasons whatsoever (including the reason that the scientific knowledge gained does not qualify as 'innovation'), the Foundation has the right to demand that the research and its results be placed in the public domain and propose to the grantee how to do so. The grantee is entitled to submit its remarks on the proposal within 30 days of receipt thereof. If the grantee does not submit its remarks within said term, the Foundation shall have the right to proceed to carry out the actions set out in its proposal.
4. If the innovation is patented /registered the grantee shall have the patent jointly registered to the Foundation, unless the Foundation wishes otherwise. The Foundation shall have no property management rights except for the prerogatives set out below. The Foundation shall be promptly informed of any patenting/registration steps (no later than 60 days prior to the expiration of the term) and participate in decision-making by informing the grantee (no later than 30 days prior to the expiration of the term) of its opinion in relation to the decisions to be made.
5. Specifically, the grantee shall indicate the countries where the grantee intends to file for patent protection in Europe and/or under PCT within 3 months of the deadline for final designation. If the grantee decides not to file an application for protection of intellectual property rights, the grantee shall justify its decision to the Foundation, and the Foundation be entitled (under joint registration) to patent/register the invention in those countries through intermediaries it trusts.
6. Similarly, upon patent/registration renewal the grantee shall confirm its willingness to continue to pay the annual renewal fee within 3 months of the due date for payment of said renewal fee. If the grantee decides not to renew the patent/registration, the Foundation shall be entitled (under joint registration) to renew the patent/registration in those countries through intermediaries it trusts.
7. In the cases under 5 and 6 above, the grantee shall have no right on any returns earned on the exploitation of the patent/registration by the Foundation.
8. In all steps of the exploitation of exclusivity rights the grantee shall exercise said rights 'ethically'. Subject to further indications by the Foundation, 'ethical' exercise of the rights under the patent shall include but not be limited to the following:
 - a) exercise of exclusive property rights as a function of the need met by and accessibility to the exploitation of the protected innovation, and

- b) actual commitment to generating effective innovation exploitation opportunities commensurate with the actual or potential need for the innovation;
- c) exploitation of exclusive rights which does not harm human or environmental safety nor the dignity of any human being or animal;
- d) plowing back at least 50% of profits made on the exploitation of said rights into other, successive research and development initiatives.

9) The grantee shall put down in writing the commitment under 8 above and said written commitment shall be duly recorded in the patent file to ensure it can be validly used with any successor-in-interest and be transferable together with title/right to exploit the patent.

10. In case of Sale or Licensing, the grantee shall give prior notice thereof to the Foundation to make sure said actions do not infringe the commitment under 8 above; and especially to bind any third party acquirer or licensee to termination in the event the acquirer or licensee infringe the commitment under 8 above.

11. In case of infringement of the commitment under 8 above, the Foundation reserves the right to acquire full rights to use the patent/registration, giving notice of its intention to the grantee (that from that moment shall no longer be entitled to take any action nor use the patent/registration) as well as to any third parties, and assign management thereof to intermediaries it trusts. In that event the grantee shall have no rights on any returns arising from the exploitation of the patent/registration by the Foundation.

12. The moral rights of the individuals who are the actual inventors of the innovation shall not be affected.

13. For the orderly fulfillment of the commitments above, the grantee and the Foundation undertake to establish occasions for discussion of expectations and goals in relation to the exploitation of the patent for a more detailed definition of the principles set forth under 8 above in relation to the specific patented applications to make their commercial use by third parties viable.