

Intellectual Property (IP) Management and Commercialisation

Principles and Procedures

**Baosteel-Australia
Joint Research and Development Centre
(BAJC)**

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BAJC IP Management and Commercialization - Principles and Procedures

1. SCOPE 适用范围

This document is governed by the Baosteel-Australia Joint Research and Development Centre (BAJC) Agreement executed by the parties on 8 April 2011. Where there is any doubt, terms used in this document will have the same meaning as in the BAJC agreement.

本档被受宝钢澳大利亚联合研究和发展中心（BAJC）各相关参与方在2011年4月8日共同签署的协议，简称为中心协议或BAJC协议。如有任何疑问，本档中使用的术语将有BAJC协议的涵义相同。

2. AIMS 目的

The purpose of this document is to set out procedures that the parties to the BAJC agreement will follow when Centre IPR and Centre Material is commercialised. Commercialisation may include seeking protection of IPR in one or more countries.

本文件目的是建立相应的程序，以使中心的知识产权和材料商业化时，供中心各方遵守。商业化包括知识产权在一国或者多国（寻求）得到保护。

3. PROCEDURES 程序

BAJC intends to follow an agreed flowchart (see Attachment 1) to manage the Centre IPR and Centre Material for Baosteel. Baosteel has signed a MOU with UniQuest Pty Limited - a commercialising company of the University of Queensland to appoint the UniQuest as Patent Attorney to provide the services associated BAJC IP management. The key principles and general procedures are briefly described as follows.

BAJC按照商定的流程图（见附件 1）管理中心的知识产权和材料。宝钢已与昆士兰大学的控股有限公司UniQuest签署了谅解备忘录，委托UniQuest专利律师提供与中心IP管理相关的服务。关键原则和一般程序简述如下。

3.1 Use of Background IPR and Background Material in commercialisation

背景知识产权和材料商业化使用

- The ownership and use in commercialisation of Background IPR and Background Material is governed by the BAJC agreement.

背景知识产权和背景材料的所有权和商业化使用遵守“中心协议”的规定。

- Each party grants to Baosteel the right to use the Background IPR and Background Material to the extent necessary to undertake commercialisation.

各方授权宝钢使用背景知识产权和背景材料进行商业化。

- Baosteel may then grant a sublicense of the Background IPR and Background Material to its Associated Companies for the purpose of commercialisation but not to any other third parties.

对于背景知识产权和背景材料，宝钢可以分许可其关联公司进行商业化，但不能分许可任何其它第三方。

3.2 Use of Centre IPR and Centre Material in commercialisation

中心知识产权和材料商业化的应用

- Centre IPR and Centre Material are owned by Baosteel.

中心知识产权和材料所有权属于宝钢。

- Unless otherwise specified in a Project Scope, Baosteel **must endeavour** to commercialise the Centre IPR and Centre Material arising from that Project.

除非项目另有说明，宝钢必须尽力对项目产生的中心知识产权和材料进行商业化。

- Where there is a Commercialising Party other than Baosteel, the Commercialising Party may commercialise the Centre IPR and Centre Material outside of the Field subject to Baosteel's approval.

若非宝钢方进行商业化，商业化单位可以在宝钢同意的领域对中心的知识产权和材料进行商业化。

- Baosteel may, at its sole discretion, choose to work with the relevant Participating Universities and their commercialisation arms in order to commercialise the Centre IPR and Centre Material.

宝钢可以酌情选择相关参与的大学和其商业化伙伴，共同对中心的知识产权和材料进行商业化。

3.3 Commercialisation Income 商业化的收益

- Commercialisation Income from any source is shared between the parties according to the shares set out in the relevant Project Scope.

任何商业化收益，各方根据项目确定的分享比例分享。

- Unless otherwise agreed between the parties, the calculation of Commercialisation Income and the shares are not affected by the decisions made by the parties in relation to commercialisation set out below.

除非各方同意，商业化收益的计算和分享不受以下其它与商业化相关决定的影响。

3.4 Protection of Centre IPR and Centre Material 中心知识产权和材料的保护

(a) Initial Disclosure of an invention 一项发明的首次披露

- When a researcher believes that a part of the Centre IPR or Centre Material (“the Invention”) developed in a Project should be considered for protection by means of a patent, they will inform their Participating Institution and work with the Participating Institution to complete a BAJC Invention Disclosure Form (Attachment 2).

当研究者确认任何由中心项目产生的中心知识产权和材料（发明）应该用专利保护时，他应该通知（项目）参与的学校并与参与学校完成中心发明申报表格的填写（附件2）。

- The Inventor(s) or Participating Institution will submit the Invention Disclosure Form to BAJC.

项目发明人或参与的学校向中心提交的发明申报表。

- It is the responsibility of the Participating Institution and the researcher to ensure that the information provided is accurate and reasonably sufficient for the purpose of evaluating the opportunities for commercialisation of the Invention.

保证提供信息准确合理，能够用于对发明的商业化进行充分的评估，是参与的学校和研发者的义务（责任）。

(b) Assessment of the Disclosure 对披露内容的评估

- BAJC will send the disclosure to Baosteel for its consideration and decision as to whether

Baosteel is willing to pay for the protection of the Centre IPR or Centre Material and, if so, in which countries.

中心提出评价意见并将向宝钢提交发明的内容（发明申报表），以供宝钢考虑和决定是否为中心的知识产权或材料的保护付费，如果保护，在哪些国家保护。

- Baosteel may request additional information to be provided by the Inventor(s) or Participating Institution.

宝钢可以要求项目发明人或参与的学校提供更多的信息。

- Baosteel may, at its sole discretion, commission a third party to undertake an assessment, under confidentiality, of the commercialisation opportunity and the value that may be gained from obtaining protection of the Centre IPR or Centre Material in a country.

在保密的前提下，宝钢也可自行决定委托第三方对中心的知识产权和材料在不同国家进行保护的商业机遇和价值进行评估。

- Baosteel must advise the Inventor(s) or Participating Institution of its decision within 90 days of receiving the disclosure from BAJC or such period as may be agreed between Baosteel, BAJC and the Participating Institution.

宝钢、中心和参与学校均同意，宝钢从中心接收到发明内容起90天内必须告知项目发明人或参与学校宝钢的决定。

(c) **Decisions available to Baosteel 宝钢的决定**

- In relation to the part of the Centre IPR or Centre Material that is the subject of the Disclosure, in relation to any country, Baosteel may, at its sole discretion, decide to:

对于中心的知识产权和材料，对于任何国家，宝钢可酌情做出如下决定：

- (i) Not commercialise the Invention in that country;

不在某一国家进行商业化

- (ii) Commercialise the Invention in that country but not seek protection for the Centre IPR or Centre Material in that country; or

在某国对发明进行商业化但在该国不对中心的知识产权和材料进行保护。或

- (iii) Commercialise the Invention in that country and seek protection of the Invention for the Centre IPR or Centre Material in that country, at the expense of Baosteel.

在某国对发明进行商业化并且在该国对中心的知识产权和材料由宝钢出资进行保护。

- Where Baosteel decides to seek protection of the Invention in a country, it may appoint or consign the Centre to appoint suitable agents to undertake that protection on its behalf.

当宝钢决定在某国保护发明，宝钢可以或委托中心指定适合的代理机构。

- Where Baosteel decides not to commercialise the Invention in a country, Baosteel may, at its sole discretion, grant a right to commercialise the Invention in that country to the relevant Participating Institution.

当宝钢决定在某国不进行商业化，宝钢可自行决定授权相关参与学校在该国对发明进行商业化。

- (i) If the Participating Institution decides to seek protection of the Invention in that country, it will do so at its own expense.

如果参与学校决定在该国对发明进行保护，该参与学校可自费保护。

- (ii) In the case above, Baosteel agrees that transfer the ownership of the IPR to the Participating Institution, i.e. the IPR can be protected in the name of the Participating Institution.

在此条件下，宝钢同意转让该知识产权的所有权给上述参与学校，即该发明可以该参与学校的名义进行保护。

(d) **Others Baosteel concerns 其他宝钢关心的内容**

- For the background IPRs resulted from in-kind contributions to the Centre projects, the original owner of the background IPRs has responsibility and obligation (including the payment of IPR protection fees if applicable) to maintain their effectiveness.

对于各方以in-kind投入到宝澳中心项目中的背景知识产权，背景知识产权的原拥有者有责任和义务（包括缴纳费用等）保持相关背景知识产权的有效性。

- For trade secrets (technical secrets, know-how) in the background IPRs, without the Baosteel's written instructions to give up, the CIs of the project, associated participants and relevant Participating Institution have responsibility and obligation to keep confidentiality of the trade secrets.

对于背景知识产权中的商业秘密（技术秘密、know-how），未经宝钢书面说明予以放弃，项目负责和参与各方均负有保密义务。

- For the patent applications which Baosteel disagrees to protect and their contents are also unable to be protected in a way of trade secret way, the CI(s) of the project or innovator(s) can make patent applications themselves with their own costs. However the CI(s) of the project or innovator(s) need signing a commitment book with Baosteel before patent applications, consenting to grant Baosteel permanently of, and not revoked of, and non-exclusive of, and not transfer of, and free using of license in the world, if the patents are issued.

对宝钢不同意的中心专利申请、但又不能以商业秘密方式进行保护的内容，项目负责方（人）可以自行申请专利，但申请专利前需签订承诺书，承诺该申请若获得专利权，项目负责方（人）或专利申请人在世界范围内授予宝钢永久的、不可撤销的、非排他的、不可转让的、免费使用的许可。

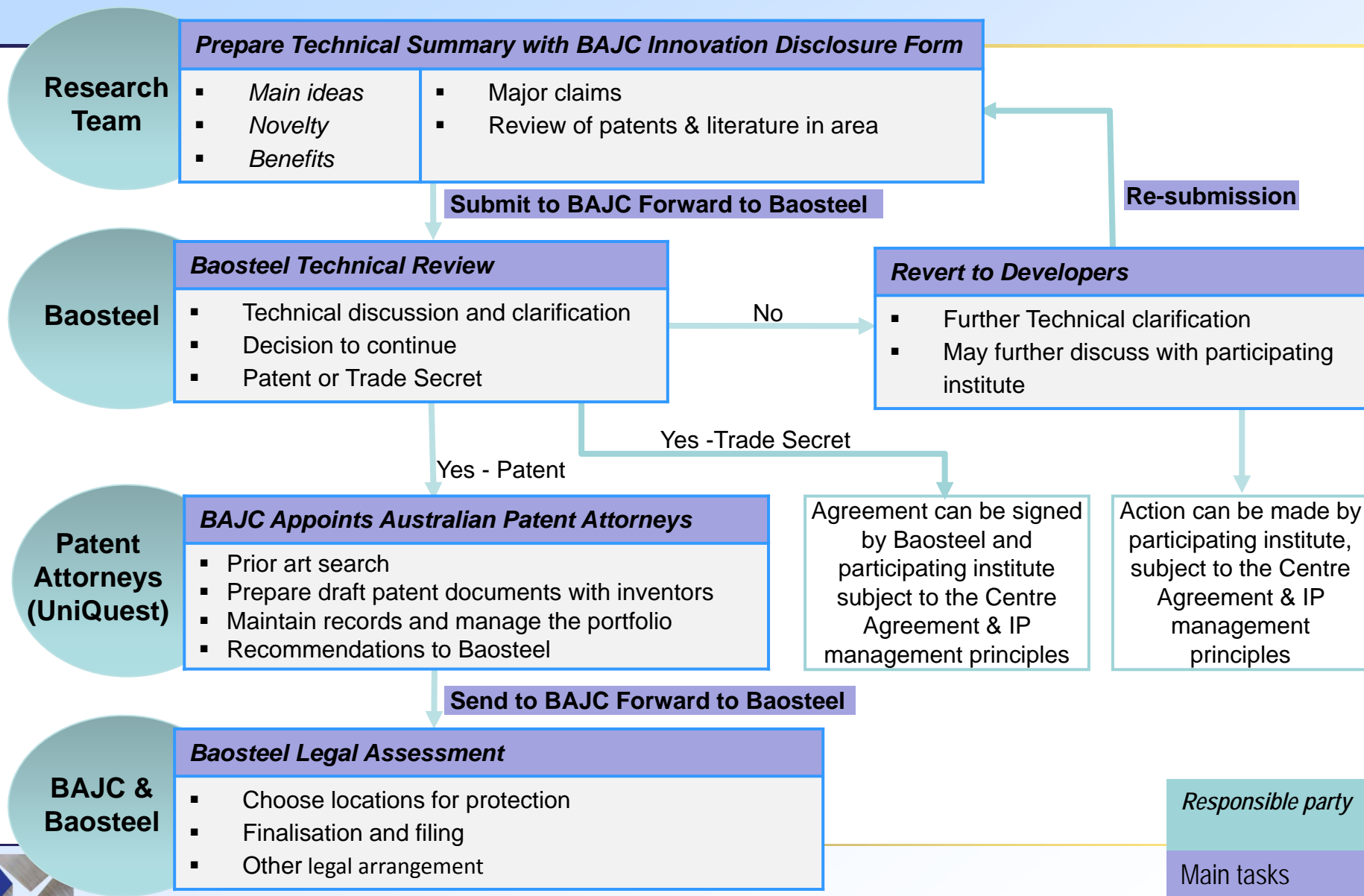
- The Center should report a summary of patent applications to Baosteel, including subsequent legal status of the submitted patent applications that have been approved by Baosteel, up to that the patent applications are authorized.

中心每年6月15日和12月15日前向宝钢报告一次全部项目的专利申请情况，即已提出的专利申请的后续法律状态，到授权为止。

Incl.: 1) BAJC IP Management Flowchart
2) BAJC Invention Disclosure Form

附件: 1) 中心知识产权管理的流程图
2) 中心发明申报表

BAJC IP Management Flowchart



DISCLOSURE NO. _____ (OFFICE USE ONLY)

BAOSTEEL – AUSTRALIA JOINT RESEARCH & DEVELOPMENT CENTRE

BAJC

INVENTION DISCLOSURE SECTION A

Please answer all questions in this Section. (请确保回答该部分提及的所有问题)

INVENTION DETAILS (发明详情)

Project ID: _____

Project Title: _____

Who is the primary contact within the University for this invention? (本发明在大学内的主要联系人是谁?)

Name (Prof/AssPro/Dr/Mr/Mrs/Ms): _____

Telephone

E-mail

School/Centre

Faculty/Institute

What is the short title of the invention? (本发明的名称是什么?)

Suggest invention protection (建议发明保护方式): Patent (专利) Know-how (商业秘密)

Invention application submitted on (发明申请提交的日期)(dd/mm/yyyy): / /20

Provide a full (and understandable) description of the invention. If more space is required, please attach additional pages to this form. Please attach drawings as appropriate.

(请提供对本发明的完整的描述, 如果需要更多的空间, 请另页提供附件和附图).

What problems with existing technology are solved by the invention? (本发明解决了什么现有的技术问题?)

CONTRIBUTORS (发明人)

Who made a material contribution to the conception of the invention and/or the design or construction of any prototype? (对本发明/设计做出具体贡献的人员)

Contributor A

Title	Full Name
Position	FT/PT/Visitor/Other
School/Centre	Faculty/Institute
Telephone	E-mail
Country of citizenship	
Home address	
Description of contribution	
Signature of contributor	

Contributor B

Title	Full Name
Position	FT/PT/Visitor/Other
School/Centre	Faculty/Institute
Telephone	E-mail
Country of citizenship	
Home address	
Description of contribution	
Signature of contributor	

Contributor C

Title	Full Name
Position	FT/PT/Visitor/Other
School/Centre	Faculty/Institute
Telephone	E-mail
Country of citizenship	
Home address	
Description of contribution	
Signature of contributor	

If there are additional contributors, please copy this page and attach it to the form.

Please ensure that you include names, contact details and thesis titles of any students who have worked on any aspect of the project.

INVENTION DISCLOSURE SECTION B

Completion of the information in this Section will be useful in the assessment of the commercial potential.
(您填写的下列信息将有助于对本发明进行商业化评估)

OTHER BACKGROUND INFORMATION AND SUGGESTION (其他背景信息和建议)

What is the closest existing or known technology? (最接近的现有的或已知的技术是什么?)

Have you completed a patent or literature search for similar or related technologies? Please include those results, if available. (你是否完成类似或相关技术的专利文献检索? 如果做过检索, 请提供检索结果)

What do you see are the possible applications and markets for the invention?
(请说明本发明可能的应用和市场情况?)

Which countries do you suggest to apply the innovation protection?
(发明人建议到哪些国家申请专利进行保护?)

INVENTION DISCLOSURE SECTION C

Completion of the information in this Section by BAJC office.
(由宝澳中心完成本节中的信息，提供评估意见)

BAJC Comments/Suggestions (宝澳中心的评估意见)		
BAJC Officer	Signature:	Date:

INVENTION DISCLOSURE

SECTION D

Completion of the information in this Section by Baosteel, which will feedback to BAJC
(由宝钢完成本节中的信息，并反馈给宝澳中心).

This notice issued by Baosteel on (宝钢回复发明申请的日期) (dd/mm/yyyy) : / /20

Invention application received by Baosteel on (宝钢收到发明申请的日期) (dd/mm/yyyy) : / /20

Does Baosteel approve the IP protection?

Yes (同意) No (不同意)

If yes, Baosteel suggested invention protection (如果同意，宝钢建议的保护方式)

Patent (专利) Know-how (商业秘密)

Baosteel Official Decision/Comments/Suggestions (宝钢评估意见)		
Authorized Baosteel Officer:	Signature:	Date: