

Intellectual Property Policy



August 2025

Hort
Innovation

1. Purpose

- 1.1 The purpose of this policy is to facilitate the handling of intellectual property (IP) related-issues and decisions in a manner consistent with the Constitution of Horticulture Innovation Australia Limited ('Hort Innovation'), the Statutory Funding Agreement with the Australian Government and the RDC Knowledge Transfer and Commercialisation Guide.

2. Scope

- 2.1 This policy applies to all Hort Innovation **team members** inclusive of:
 - 2.1.1 Directors (collectively known as the **Board**).
 - 2.1.2 Employees, officers (an 'officer' being any person who makes or participates in decision making that affects the whole or a substantial part of Hort Innovation's business), interns/work experience students (collectively known as **employees**).
 - 2.1.3 Contractors and consultants of Hort Innovation (collectively known as **contractors**).

3. Principles

In addition to any contractual obligations with Hort Innovation and legal obligations, all Suppliers must comply with the following requirements:

- 3.1 Hort Innovation acts according to the principles set out in the RDC Knowledge Transfer and Commercialisation Guide and which are summarised below:
 - 3.1.1 **Balanced portfolio of projects:** Hort Innovation will invest in a balanced portfolio of projects focused on industry impact and adoption to ensure maximum benefit for levy payers.
 - 3.1.2 **Private sector collaboration:** Hort Innovation will encourage private sector investment and collaboration in the commercialisation of project outputs wherever appropriate, generating ongoing commercialisation income for reinvestment into further impact-generating innovation activities.
 - 3.1.3 **Commercialisation pathway:** Hort Innovation will seek to accelerate the adoption of novel technologies and services by selecting the most appropriate commercialisation pathway, which could include a collaboration, licence, assignment, joint venture of start-up company.
 - 3.1.4 **Commercialisation focus:** Commercialisation of technologies will primarily focus on providing the strongest benefits and impact to Australia and the industry served, rather than royalty income.
 - 3.1.5 **Intellectual property management:** Hort Innovation will have appropriate knowledge transfer and commercialisation resources, including IP management plans, policies, and organisational support, to protect IP and manage knowledge transfer.
 - 3.1.6 **Knowledge transfer pathways:** Research investment will consider knowledge transfer pathways to adoption and impact early on, ensuring that R&D outputs align with primary objectives and optimal pathways for adoption.
 - 3.1.7 **Delivery obligations:** Hort Innovation will set minimum performance requirements to ensure that commercial delivery obligations are established and met.
- 3.2 Hort Innovation recognises and respects Aboriginal and Torres Strait Islander Peoples' right to self-determination in relation to their indigenous cultural and intellectual property (ICIP). Accordingly, Hort Innovation will:
 - 3.2.1 Ensure that the benefits and impact arising from the use of ICIP will be shared in a fair and equitable way and properly attributed.
 - 3.2.2 Work with Aboriginal and Torres Strait Islander people to ensure that ICIP is accessed, recorded, used, and archived, in accordance with cultural protocols and community standards.

4. Accountabilities and responsibilities

- 4.1. **Board** is responsible for approving the IP Policy based on the recommendation of the Audit and Risk Committee (ARC).
- 4.2. **Audit and Risk Committee (ARC)** is responsible for the management of matters (including risk) concerning intellectual property [ARC Charter s.1h].
- 4.3. **Investment Committee (IC)** is responsible for understanding the nature of intellectual property and its potential value to the company [IC Charter s2.1.3].
- 4.4. **CEO** is responsible for:
 - 4.4.1. approving third party requests to use or purchase Hort Innovation owned (or co-owned) or controlled IP.
 - 4.4.2. approving any application for trademarks and registrations of business names, domain names, patents and designs etc.
 - 4.4.3. approving any proposed enforcement actions in relation to the infringement of IP agreements.
- 4.5. **Relevant GM:** Responsibility for recommending creation or use of IP via a written agreement.
- 4.6. **Special Counsel:** Responsibility for recommending to the CEO creation or use of IP via a written agreement.
- 4.7. **Employees and contractors** are responsible for understanding and implementing this policy.

5. Procedures

Ownership of IP

- 5.1. The standard position for Hort Innovation is:
 - 5.1.1. For IP that is for dissemination – such as pure information and data (including reports) – the default expectation is that ownership resides with Hort Innovation. This includes copyright in all reports, papers and similar outputs.
 - 5.1.2. For IP that is for commercialisation/exploitation – such as physical technology, materials and processes – it may be acceptable for ownership to reside with a research provider, commercial partner or other commercialisation entity.
 - 5.1.3. Hort Innovation does not typically engage in the commercialisation/exploitation of IP, consistent with its scope of operation and risk appetite.
- 5.2. Even where Hort Innovation is not the owner of IP, it may require an agreement with terms that include either or both of:
 - 5.2.1. Ongoing royalty and/or other payments in connection with exploitation of IP resulting from a project, and/or
 - 5.2.2. Oversight in relation to commercialisation activities to ensure consistency with the objects set out in Hort Innovation's Constitution and s7.6 of the Statutory Funding Agreement.



Access to IP

- 5.3. Stakeholders including levy payers should derive benefit from IP created via Hort Innovations projects.
- 5.4. As with all decision making related to IP, a key factor when establishing the nature of access to IP is ensuring that the interests of the Australian horticultural industry are appropriately satisfied in the relevant context.
- 5.5. The manner by which benefit is derived may be context-dependent.
- 5.6. For example, options may include making research outcomes available at no charge or provision of services (e.g. SaaS) at a reduced price for levy payers.

Dissemination of IP

- 5.7. In the context of IP that is for dissemination, a decision should be made in relation to whether that dissemination is public, or restricted to levy payers and other relevant stakeholders based on confidentiality and other relevant obligations.
- 5.8. This decision should be made based on consideration of factors including which alternative is in the best interests of the Australian horticultural industry.
- 5.9. Publications or other documents deemed suitable for public release may be made available by Hort Innovation on the basis of a Creative Commons license if to do so would support the achievement of the objectives as set out in the Constitution.

Registration of IP rights

- 5.10. Registered IP rights, such as patents, plant breeders rights (PBR), and registered designs may be available in respect of IP that is for commercialisation/exploitation.
- 5.11. Such rights may allow an IP owner to restrict third parties from using the relevant IP.
- 5.12. Hort Innovation will make decisions around the registration of IP rights based on what will best serve the interests of the Australian horticultural industry and, in the case of IP that is for commercialisation, what will best support commercialisation efforts.

Students and student theses

- 5.13. Where a project will involve use or development of IP via a student of an institution (such as a university), Hort Innovation requires that the institution has an appropriate agreement in place with the student.
- 5.14. This agreement must ensure that Hort Innovation has broad rights to the IP without restriction, while recognising that it does not seek ownership of, or require copyright assignment in, the student's thesis.

Dissemination and adoption

- 5.15. Hort Innovation will implement practices to maximise the dissemination to the Australian horticultural industry of R&D outputs and other relevant materials in which IP subsists, and to facilitate the adoption by the Australian horticultural industry of new materials, developments and improvements arising from R&D projects.

Commercialisation

- 5.16. Hort Innovation will seek to support and facilitate commercialisation of R&D outputs when, and in a manner, that is in accordance with objects set out in its Constitution and in the best interests of the Australian horticultural industry.

Enforcement

5.17. Hort Innovation will, where practical, take steps to enforce its IP rights (or, where relevant, cause an IP owner to enforce IP rights) if commercially valuable IP is infringed by others, and if such action is considered appropriate by the Board or its authorised delegate.

Moral rights

5.18. Each agreement entered by Hort Innovation which will result in the creation of IP in which moral rights subsist must include provisions addressing moral rights to ensure that Hort Innovation has the necessary rights to use, adapt and communicate the work for its purposes.

5.19. Where a full waiver of moral rights is not appropriate (e.g. academic publications) alternative mechanisms such as specific consents should be considered on a case-by-case basis.

Transfer or assignment of IP

5.20. Hort Innovation team members will not transfer or assign Hort Innovation's IP to another entity or person except with the prior approval of the Board or its authorised delegate.

IP register

5.21. Hort Innovation will maintain appropriate IP records including an IP register(s) to record details of all significant IP owned or licensed by Hort Innovation, including ownership details and details of licensed rights.

Risk management

5.22. Hort Innovation will include IP-related risk issues in risk assessments completed for the purposes of commercialisation activities, R&D projects and procurements, and should appropriately manage those risks.

Royalties and other revenue

5.23. Hort Innovation may collect royalties (and other like revenues) on behalf of Australian horticultural industry and use such income as set out in the Apportionment of Income Policy.

5.24. Priority should not be provided to projects only on the basis of potential income they may generate.

IP awareness / training

5.25. Hort Innovation will periodically provide training on IP to team members who are involved in R&D projects, procurement projects, marketing activities, trade activities or who otherwise acquire, license or commercialise IP on the company's behalf.

6. Compliance

6.1. Compliance with this policy is monitored by the Audit & Risk Committee (ARC) and Investment Committee (IC) which may ask for reports from time to time.

6.2. Hort Innovation's Annual Report will report on the following matters related to this policy, including:

6.2.1. How Hort Innovation has addressed extension, technology transfer, and dissemination and commercialisation of R&D and marketing activities; and

6.2.2. IP creation and protection, including management of IP arising from R&D activities or acquired with funds.



7. Review

- 7.1. This governance policy is required to be approved by the Board annually following a recommendation by the Audit & Risk Committee (ARC).

8. Contact information

- 8.1. For any questions about the content of this policy, please contact the Commercial or Governance & Risk teams.

9. Glossary

- 9.1. **Access:** provides a party various rights and obligations in relation to IP, which may include the ability to conduct commercialisation activities, register IP Rights (such as patents) and enforce IP Rights.
- 9.2. **Commercialisations:** where IP is used or disposed of in return for payment, whether in cash, in-kind or some other kind of consideration.
- 9.3. **Creative Commons Licenses:** a type of public copyright license that allows creators to specify how their copyrighted work can be used by others.
- 9.4. **Disseminations:** the process of making information about the IP, including inventions, designs, or other creative works, widely available to the public.
- 9.5. **Funds:** are defined in the Statutory Funding Agreement (SFA) and mean each of the following:
- 9.5.1. Levy or Charge Payments.
 - 9.5.2. Matching payments.
 - 9.5.3. Income earned or derived by Hort Innovation from the use of Funds.
 - 9.5.4. The proceeds of the sale or other disposition of assets acquired with the use of Funds.
- 9.6. **Ownerships:** means that a party is able to derive a benefit from Intellectual Property, for example including gaining access to reports/information/data, being able to use technology such as software, and/or having the ability to access physical goods/materials (including biological materials). This may also include deriving a benefit from royalties or other payments.
- 9.7. **Patents:** protect new inventions such as devices, substances, methods and processes.
- 9.8. **Plant Breeders Rights (PBR)s:** provides the exclusive commercial rights over new plant varieties including all plants such as trees, flowers, shrubs, vines as well as algae and fungi.
- 9.9. **Statutory Funding Agreement (SFA)s:** The formal agreement between the Commonwealth of Australia and Hort Innovation that encompasses the company's obligations in relation to the management of horticulture marketing and R&D funds and company activities more broadly. Section 7.6 sets out certain requirements in relation to Intellectual Property and the circumstances where a licence is not required to be granted to the Commonwealth Government.
- 9.10. **Tenants in Commons:** a form of co-ownership where each owner has a distinct, transferable interest in the IP, potentially unequal shares.



Horticulture Innovation Australia Limited
ACN 602 100 149

Level 7, 141 Walker Street
North Sydney NSW 2060 Australia

02 8295 2300 | communications@horticulture.com.au

www.horticulture.com.au

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