

5.02 Project Intellectual Property

- (a) Except as set out in Section 5.01 with respect to the Foundation's trade-marks, nothing in this Agreement shall convey to the Foundation ownership in any (i) intellectual property, industrial property or proprietary rights or (ii) results, work product, content, reports or other deliverables in any form or media, in each case, that are created, invented, utilized or developed by the Organization in performance of the Project (collectively "Project Intellectual Property"). The Organization represents and warrants that it has or will obtain rights to Project Intellectual Property sufficient to enable it to carry out the Project and its obligations under this Agreement. The Organization represents and warrants that the Project Intellectual Property shall be used only for the advancement of education, regardless of whether the Project Intellectual Property is used by the Organization itself, its representatives, or any third party permitted to do so by the Organization.
- (b) Rights in Project Intellectual Property shall be managed by the Organization in accordance with its applicable policies and procedures and any agreements with third party partner organizations participating in the Project ("Participants"), including bilateral or multilateral agreements such as the agreement described in 5.02(c) below. To the extent practicable, it is intended that Project outputs be publicly disseminated and made publicly accessible. Agreements between the Organization and Participants shall be consistent with the following principles:
 - (i) The Organization will make Project Intellectual Property (includes new intellectual property and certain pre-existing intellectual property) available to Participants through a licensing approach that facilitates free and open use and sharing between the Organization and Participants, and between and amongst Participants.
 - (ii) The parties acknowledge that the Project places a focus on building and strengthening capacity of Participants in Africa, and in the course of the Project such Participants may create new intellectual property. The parties agree that any such intellectual property created solely by Participants will remain the property of the Participants that create it and the Organization shall neither request nor assert any ownership interest in, or control over, such intellectual property.
 - (iii) The parties acknowledge that the Project involves the Organization providing education, training, entrepreneurship support or other opportunities, resources or support for children, youth, and/or financial disadvantaged persons ("Beneficiaries") in Africa to potentially create new intellectual property. Any such intellectual property created solely by such Beneficiaries will remain the property of the Beneficiaries that create it and the Organization shall neither request nor assert any ownership interest in, or control over, such intellectual property.
- (c) The parties acknowledge that the free and open sharing of Project Intellectual Property across the Health Sector Network (described in the Organization's Proposal referred to in the attached Schedule B) is critical to the success of the Project. As such, the parties agree that the Project activities referred to in the attached Schedule B shall include the negotiation and execution of a supplementary agreement between the Organization, and applicable Participants to govern the ownership, licensing and sharing of Project Intellectual Property and other Participants' intellectual property across the Health Sector Network, which reflects the objectives and principles outlined in the Organization's Proposal. The Organization agrees to act in good faith in furtherance of the foregoing and to execute such agreement within a reasonable time after execution of this Agreement.